



AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday, November 6, 2019
Location: 6 N. Dewey Ave., Middleton, Idaho

Time: 6:30 p.m.

Call-to-order, roll call, Pledge of Allegiance, Invocation

Information Items

1. Bruce Bayne Public Works Director, updated Wastewater Master Plan
2. City Attorney, Impact Fee Advisory Committee 2019 Annual Review
3. City Treasurer, 2019 Fiscal Year end

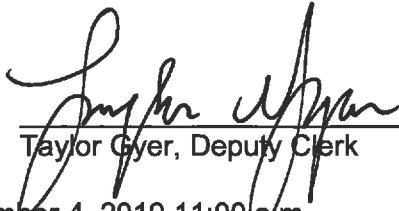
Action Items

1. Consent Agenda (items of routine administrative business)
 - a) Consider approving minutes for Candidate Forum on October 15, 2019 and Council's October 16, 2019 meeting.
 - b) Consider ratifying October 25, 2019 payroll in an amount of \$104,270 and approving accounts payable thru October 25, 2019 in the amount of \$230,136.16.
2. Consider ratifying mayor unappointing and appointing the following individuals from and to the city's Impact Fee Advisory Committee.
 - Chris Yorgason (Committee Chair) - no change
 - Doug Critchfield - no change
 - Tyler Ashton (builder) - no change
 - Brett Bishop (builder) - no change
 - Jim Taylor - no change
 - Unappoint Doug Attwood (builder) and appoint Mike Graefe
 - Unappoint Kassa Hartley and appoint Kelly Case
3. Consider approving Resolution 429-19 declaring certain business personal property iPhone 5s, 6 and 6s and accessories as broken, obsolete or surplus and authorizing their sale or other disposition.
4. Consider entering into a service agreement with Zwygart John CPAs to audit Fiscal Year 2019 financial records for payment in an amount not to exceed \$12,300.
5. Consider purchasing spare pumps for The Pines, Prospector and Telaga wastewater lift stations from Gem State Electric in an amount not to exceed \$17,461.25.
6. Consider amending the final plat for Western Pines Subdivision to accurately reflect the turnaround location at the south terminus of Scotch Pine Dr.
7. Consider approving a request by Toll Southwest LLC to extend the deadline for filing West Highlands Ranch Subdivision No. 12 application for final plat from December 27, 2019 to December 28, 2020.
8. Consider ratifying questions to the Middleton Planning and Zoning Commission about renegotiating the area of city impact boundary and applicable plans and ordinances.

9. Consider approving a non-binding Memorandum of Understanding between the city and Idaho Transportation Department, District 3 to document the projects and plans in the Middleton area of city impact that have been discussed to date.
10. Consider hiring Haz-Tech Drilling Inc. to construct four monitoring wells near the expanded wastewater treatment facility for payment in an amount not to exceed \$8,500.

Public Comments, Mayor and Council Comments, Adjourn

Posted by:



Taylor Gyer, Deputy Clerk

Date: November 4, 2019 11:00 a.m.

Please contact the City Clerk at (208) 585-3133 if you have special needs or require assistance.

Information 1



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 North Orchard • Boise, Idaho 83706 • (208) 373-0550
www.deq.idaho.gov

Brad Little, Governor
John H. Tippetts, Director



October 23, 2019

The Honorable Darin Taylor
Mayor, City of Middleton
P.O. Box 487
Middleton ID 83644

Re: City of Middleton – Wastewater Systems Facility Plan WWG-395-2018-5 (Canyon
County)
Technical Approval of the City of Middleton Wastewater Master Plan

Dear Mayor Taylor:

The Department of Environmental Quality (DEQ) has completed its review of the technical portion of the City of Middleton Wastewater Master Plan WWG-395-2018-5 (Facility Plan). The Facility Plan appears to meet the applicable portions of IDAPA 58.01.16 and the conditions of the Grant Agreement, and DEQ has no comments that require revisions be made to the Facility Plan. This letter shall be considered technical approval of the Facility Plan.

Preliminary engineering reports (PER) must be submitted to DEQ for review and approval prior to preparing and submitting detailed plans and specifications. Plans and specifications cannot be reviewed until the PER is approved; furthermore, no construction can begin until plans and specifications have been reviewed and approved by DEQ except for those projects subject to review by a Qualified Licensed Professional Engineer (QLPE).

The Facility Plan contains several options that the City of Middleton (City) will study before choosing a final option to meet requirements of future permits. This letter does not constitute DEQ's endorsement of the feasibility of these options at this time.

The City has chosen not to complete an environmental information document as part of the Facility Planning process. Therefore, the requirements of this wastewater grant are complete and the City may submit Partial Payment Requests for the remainder of the approved grant amount. If the City chooses to implement any of the Facility Plan recommendations using state or federal funding, the City will need to complete an environmental review at that time.

Mayor Darin Taylor
City of Middleton, WWG-395-2018-5
October 23, 2019
Page 2 of 2

If you have any questions or comments regarding this letter, please contact me at (208) 373-0459 or via email at Valerie.Greear@deq.idaho.gov.

Sincerely,

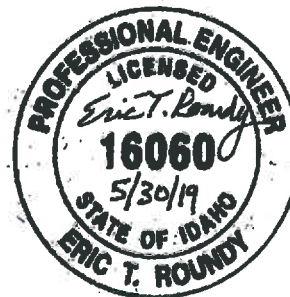
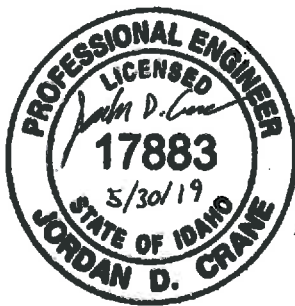
A handwritten signature in blue ink, appearing to read 'Valerie Greear', written over a horizontal line.

Valerie A. Greear, P.E.
Sr. Water Quality Engineer

Enclosure: One City of Middleton Wastewater Master Plan Cover Page Stamped as Technically Approved

ec: Larry Rupp, P.E., Keller Associates (w/ enclosure)
Jack Harrison, Ph.D., P.E., HyQual, P.A. (w/ enclosure)
Michael Martin, P.E., Civil Dynamics (w/ enclosure)
Charlie Parkins, Loan Program, DEQ State Office
Kevin Ryan, P.E., DEQ Boise Region
2019AGD6553

CITY OF MIDDLETON WASTEWATER MASTER PLAN



MAY 2019
PROJECT NO. 217107

Technically
APPROVED
by: James G. Brown
IDAHO DEQ
Boise Regional Office
Date: Oct 23, 2019

PREPARED BY:



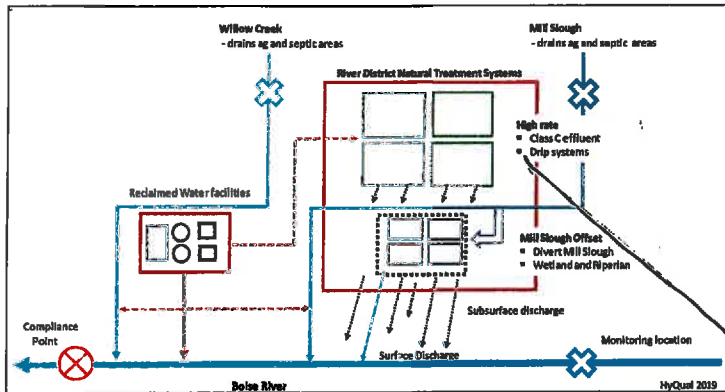
131 SW 5th Ave, Suite A
Meridian, ID 83642
(208) 288-1992

PREPARED FOR:



City of Middleton
1103 W. Main St
Middleton, ID 83644
(208) 585-9601

City of Middleton Water Quality Permitting and Natural Treatment Planning



DEQ Meeting

October, 2019

Dr. Jack Harrison, P.E. HyQual
Michael Martin, P.E. Civil Dynamics
David Keil, P.E. WR2

Add "Subsurface" drip

Boise River and It's Tributaries are..."Water Quality Impaired"

DEQ has developed TMDLs (Water Quality Improvement Plans)

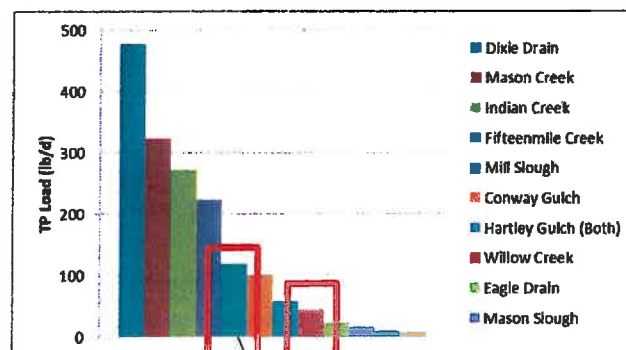
✓ Sediment and Bacteria in 2001

✓ Phosphorus in 2014

○ Temperature in ????

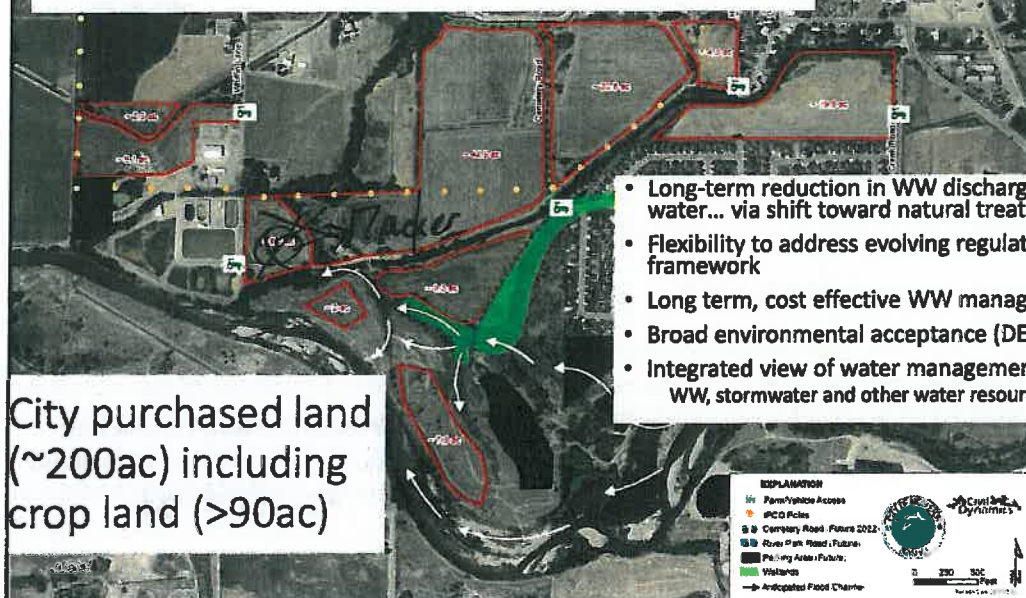
Primary Sources of phosphorus:

- Wastewater discharge
- Stormwater runoff
- Agricultural return flows
- Groundwater and septic systems



Phosphorus load in Mill Slough
is 5th highest

Middleton's WW planning goals... and actions:



- Long-term reduction in WW discharge to surface water... via shift toward natural treatment (reuse)
- Flexibility to address evolving regulatory framework
- Long term, cost effective WW management
- Broad environmental acceptance (DEQ, EPA, NGO)
- Integrated view of water management
WW, stormwater and other water resources

City purchased land (~200ac) including crop land (>90ac)

Middleton expects new WW discharge limits:

Proposed new IPDES Discharge Limits for

Proposed Treatment

Proposed Compliance Timeframe (permit cycles)

Ammonia (varies)

Wastewater Plant

1

Phosphorus (0.1 and 0.35mg/L)

Natural

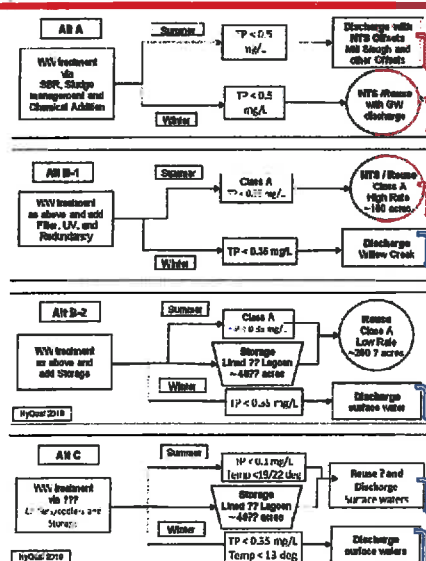
2

Temperature (TBD)

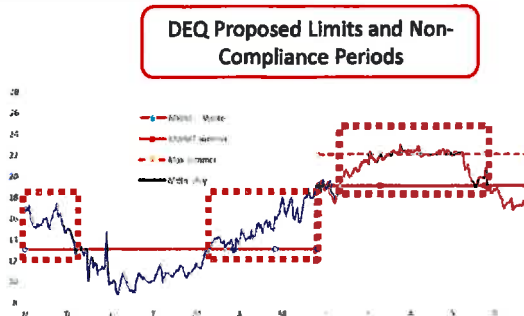
Natural

3

City has conducted a multi-year... water quality planning effort...



Boise River	Flow (cfs)	Temp (deg C)
Winter 7Q10	102	--
Mixing Zone	25.5	13
Mid WW (avg?)	1.55	18
Mixed	27.05	13.29
Delta Temperature	--	0.28
Mixing Zone	25%	--
Summer 7Q10	67.8	--
Mixing Zone	16.95	19
Mid WW (avg?)	1.55	22
Mixed	18.5	19.25
Delta Temperature	--	0.25
Assumptions		
Middleton flow (mgd)	1	--
Mixing Zone	25%	--



>>> need a TMDL!!!

	Receiving Water Temperature	Allowable Mixing Zone Increase
A	Below Criteria	1.0 degree C
	Above Criteria	
B	due to Natural Background	0.3 degree C (approved by EPA)
C	due to Human causes	0.3 degree C (NOT approved by EPA)
B/C	No TMDL	No increase (meet criteria) ??
B/C	TMDL Allocation	Allocated increase TBD

New IPDES Permit 2020

Pilot Testing

- Monitoring Basin
- First Flotation
- Second Flotation
- Second Filtration

Water Systems

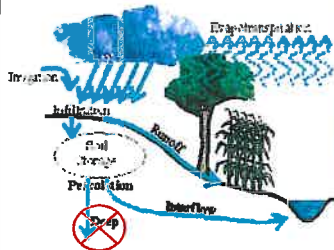
- SST Project
- Water Filtration
- Water Filtration
- Water Filtration

Natural Treatment (with Discharge Offsets)
~ \$37 Million

Class A Reuse (with Discharge Offsets)
~ \$51 Million

Mechanical Treatment and Discharge (with Discharge Offsets)
~ \$48 Million

Hydrology



Surface Water

- ❖ Boise River, Mill Slough, Willow Creek... all listed as water quality limited...

Groundwater

- Shallow groundwater not used as domestic source...discharges to Boise River... heavily impacted by land use....no deep percolation

Water Quality Improvement Project south of Mill Sloughfor "Discharge Offsets"



"Natural Treatment" of Mill Slough water is planned for area south of Mill Slough to generate "discharge offsets":

- ✓ Keep costs as low as possible
- ✓ Reuse nutrients
- ✓ Reduce temperature load
- ✓ Provide open space

Natural Treatment (via Ag Reuse)

...on agricultural land ...north of Mill Slough

Agricultural Reuse

..... via Drip Irrigation

- Subsurface water distribution
- Alfalfa or grass crop
- No runoff and smaller buffers
- Shallow groundwater discharges to surface water

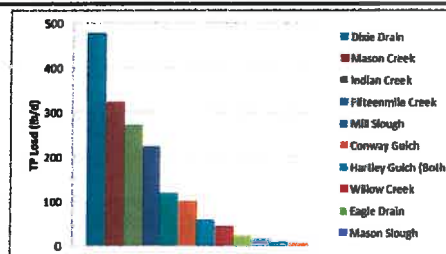


Can help keep costs low !!

- ✓ Reuses nutrients
- ✓ Provides open space
- Reduces thermal load ?

Proposed Pilot Project

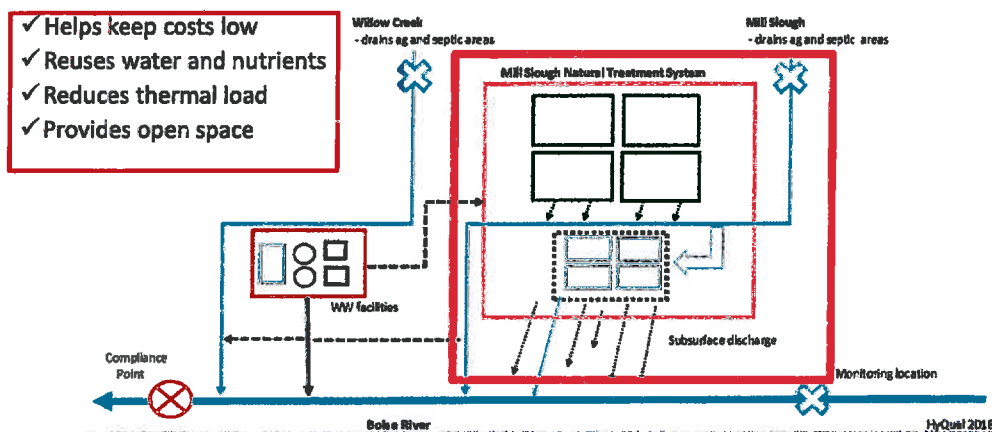
Phosphorus loads, uptake and proposed load rates...



WW TP at 0.5 mg/L		TP Uptake > 20			
	TP	~Yr 2030	~Yr 2040	~Yr 2030	~Yr 2040
Average Flow (Mgd) >>		1.45	2.01	1.45	2.01
WW conc., loads and areas	WW (mg/L)	Total Load (lb/d)		Land Area Needed (ac)	
Winter	0.50	6.0	8.4	64	89
Summer	0.50	6.0	8.4	46	64
TMDL TP Allocations	Targets	Discharge Load (lb/d)		Discharge (% of flow)	
Winter (per TMDL)	0.35	5.3	5.3	88%	63%
Summer (per TMDL)	0.10	1.5	1.5	25%	18%
TP to treated/offset	WW (mg/L)	NTS (Offset) Load (lb/d)		Land Area Needed (ac)	
Winter (Seasonal only)	0.15	0.7	3.1	8	33
Summer	0.40	4.5	6.9	35	53

Natural Treatment approach needs DEQ/EPA approval

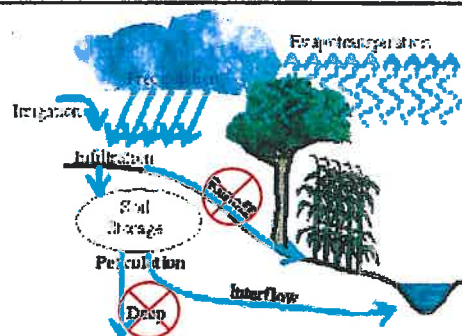
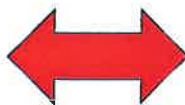
- Studies are planned for the next three years to demonstrate operational and environmental effectiveness



Regulatory Compliance focused on watershed protection

- ❖ Meet TMDL load allocations via
- Mechanical treatment
 - Natural treatment
 - with plant uptake of nutrients

- ☐ IPDES Rules
- ☐ WW Treatment Rules
- ☐ WW Recycle Rules
- ☐ Subsurface Disposal Rules
- ☐ Injection Well Rules (IDWR)



- ✓ Surface Water Quality Rules
 - Ammonia,
 - Phosphorus (TMDL)
 - Temperature
- ✓ Groundwater Quality Rules
 - Nitrate, TDS, etc

Natural Treatment approach needs DEQ/EPA approval

7

Information 2

Darin Taylor

From: Amy Woodruff <amy@civildynamics.net>
Sent: Wednesday, October 23, 2019 10:13 AM
To: Darin Taylor; 'Brett Bishop'; 'Doug Critchfield'; 'James Taylor'; 'Kelly Case'; 'Tyler Ashton'; 'Yorgason Law'
Cc: Bruce Bayne
Subject: RE: 2019 Annual Review

Mayor Taylor, thank you.

Please know this Committee, with Chris Yorgason as Chair, did an excellent and thorough job of vetting the four (4) impact fee calculus presented. All members, all from very diverse perspectives, provided specific and thoughtful input and analysis. This group did a TERRIFIC job last night.

Amy Woodruff
453-2028

From: Darin Taylor [mailto:dtaylor@middletoncity.com]
Sent: Wednesday, October 23, 2019 10:03 AM
To: Brett Bishop; Doug Critchfield; James Taylor; Kelly Case; Tyler Ashton; Yorgason Law; Amy Woodruff (amy@civildynamics.net)
Subject: 2019 Annual Review

Chris Yorgason
Tyler Ashton
Doug Critchfield
Brett Bishop
Jim Taylor
Kelly Case

Thank you for attending the meeting last night about impact fees in Middleton; it is timely, crucial and can be controversial since impact fees and real property taxes are about the only funding sources to operate cities, police departments, parks and libraries.

Chris informs me that you made it through the material last night and will not be meeting tonight or tomorrow night. Thank you for being prepared and participating in the discussion.

A special "Thank you" to Amy Woodruff, City Engineer, for her detailed work on behalf of city residents!

Darin Taylor, Mayor
208-697-4354
dtaylor@middletoncity.com



This email has been checked for viruses by AVG antivirus software.
www.avg.com

**Impact Fee Committee
Comments to City Council
October 28, 2019**

Carly

The Middleton Impact Fee Advisory Committee met and reviewed the following:

- Middleton Rural Fire District Impact Fee Study and Capital Improvement Plan;
- Middleton Parks and Recreation District Impact Fee Study and Capital Improvement Plan;
- City of Middleton Park and Pathway/Trail Capital Improvement Plan 2019 Update; and
- City of Middleton Transportation Study and Capital Improvement Plan 2019 Update.

Having reviewed and discussed the mentioned plans and studies, the Committee makes the following comments according to the duties described in the Idaho Code:

Procedural Comments

1. The formulas used for calculating the development impact fees are fair and reasonable.
2. The development impact fees are calculated on the basis of existing levels of service and do not exceed a proportionate share of the cost of system improvements.
3. The need for expansion and improvement of the City's park and transportation systems and the District's fire and parks systems is necessary to maintain the existing levels of service and is attributable to the capacity demands generated by new development.
4. The development impact fee formulas in the Study are reasonable.
5. It is difficult to fully compare Middleton's impact fees with the neighboring governmental entities, since jurisdictions use a variety of different methods to calculate their fees, but the Committee believes that Middleton's fees will not be unduly burdensome compared to neighboring entities.

Comments on the Fees

1. The City should avoid creating a reputation that its impact fees deter new development. The City should work to create a positive image of the impact fees, demonstrating the benefits to residents of the fees as a funding source for capital improvements.
2. When administering the collection of the impact fees, the City should ensure that it is fully compensated by the relevant Districts for those services. The Committee

believes that retaining the fees at the time the fees are distributed to the Districts would be a reasonable method of collection.

3. While implementing and collecting impact fees, the Committee would encourage the City to avoid exempting developers and builders from paying the fees. The Committee recognizes that credits are appropriate and available pursuant to Idaho statutes, but additional exemptions should be avoided.
4. Regarding the Middleton Rural Fire District study and plan, the Committee believes it is appropriate to adopt impact fees as recommended in the study and to adopt the capital improvement plan into the City's comprehensive plan.
5. Regarding the Middleton Parks and Recreation District study and plan, the Committee believes it is appropriate to adopt impact fees as recommended in the study and to adopt the capital improvement plan into the City's comprehensive plan.
6. Regarding the City's Parks and Pathways/Trails study and plan, the Committee believes it is appropriate to adopt impact fees as recommended in the study for the developed park land and to not collect impact fees to maintain the level of service for undeveloped land. The Committee believes that the City has more than enough undeveloped park land and does not need to maintain a level of service of 20.5 acres per 1,000 EDUs. The Committee recommends adding the capital improvement plan to City's comprehensive plan.
7. Regarding the City's Transportation Study and Capital Improvement study and plan, the Committee believes it is appropriate to adopt impact fees as recommended in the study and add the capital improvement plan to the City's comprehensive plan.
 - a. The Committee believes the City should prioritize intersection improvements based on safety (e.g. improving intersections where pedestrian traffic (particularly school traffic) is high.
 - b. The Committee believes the City should look closely at whether the installation of roundabouts in high pedestrian areas is the safest approach.
 - c. The Committee strongly believes that the City must keep up with needed road improvements.
8. The Committee believes the capital improvement plans are good plans and include appropriate projects, but we also recognize that the projects may be built in different years according to development demand. The change in the schedule could result in heavier-than-anticipated maintenance costs, cash flow challenges if projects are built on an accelerated schedule, and other concerns that could result in insufficient balances in the impact fee fund. Regular review of the plans is encouraged to ensure that the City is staying caught up on its infrastructure needs.
9. The Committee asks that the City take a close look on how the impact fees might disproportionately impact lower priced homes.

Information 3

**MIDDLETON CITY COUNCIL
OCTOBER 15, 2019 (SPECIAL MEETING)**

Mayor Darin Taylor called-to-order the October 15, 2019 special Middleton City Council meeting at 7:00 p.m.

Roll Call: Council Members Carrie Huggins, Jeff Garner and Council President Rob Kiser were present. Council Member Beverlee Furner was absent.

Information Items

Candidate Panel – statements

Question and answers moderated by Scott Brock, proprietor, Middleton Gazette

Adjourn: The meeting adjourned at 9:30 p.m.

ATTEST:

Darin Taylor, Mayor

Bruce Bayne, Planning and Zoning Official
Minutes Approved: November 6, 2019

**MIDDLETON CITY COUNCIL
OCTOBER 16, 2019**

Mayor Darin Taylor called-to-order the Middleton City Council meeting on October 16, 2019 at 6:30 p.m. and introduced City Attorney Chris Yorgason and Public Works Superintendent/Planning and Zoning Official Bruce Bayne.

Roll Call: Council President Rob Kiser and Council Members Carrie Huggins and Jeff Garner were present. Council Member Beverlee Furner was absent.

Information Items

1. Middleton Police Chief Alan Takeuchi Present awards to Sgt. Barley and Cpl. Hilkey for lifesaving measures performed on two community members while on duty.
2. Mayor Darin Taylor administered the Oath of Office to Middleton Police Department, Officer Sage Hickman.

Action Items

1. **Consent Agenda (items of routine administrative business)**
 - a) **Consider approving minutes for Council's October 2, 2019 meeting.**
 - b) **Consider ratifying October 11, 2019 payroll in an amount of \$73,646.49 and approving accounts payable thru October 4, 2019 in the amount of \$113,953.42.**

Mayor Taylor called and introduced the agenda items.

Motion: Motion by Council President Kiser to approve consent agenda items a and b was seconded by Council Member Garner and carried unanimously.

2. **Consider approving resolution 427-19 declaring certain business personal property as obsolete or surplus and authorizing its sale or other disposition.**

Mayor Taylor called and introduced the agenda item and asked if anyone in the audience would like to speak to the item: none.

Motion: Motion by Council President Kiser approve Resolution 427-19 was seconded by Council Member Huggins and carried unanimously.

3. **Consider approving resolution 428-19 to authorize destruction of semi-permanent and temporary records.**

Mayor Taylor called and introduced the agenda item and asked if anyone in the audience would like to speak to the item: none.

Motion: Motion by Council President Kiser to approve Resolution 428-19 was seconded by Council Member Garner and carried unanimously.

-
4. **Consider ratifying the purchase of a new pump in an amount not to exceed \$6,330 from C.H. Spencer LLC to replace the pump in the Boise River Lift Station that is broken due to wear and tear.**

Mayor Taylor called and introduced the agenda item and asked if anyone in the audience would like to speak to the item: none.

Motion: Motion by Council President Kiser to approve the purchase was seconded by Council Member Huggins and carried unanimously.

5. **Consider approving the scope and cost from Water Solve LLC in an amount not to exceed \$204,370 to clean the sludge lagoon at the wastewater treatment plant.**

Mayor Taylor called and introduced the agenda item and asked if anyone in the audience would like to speak to the item: none.

Motion: Motion by Council President Kiser to approve the scope and cost was seconded by Council Member Huggins and carried unanimously.

6. **Consider purchasing a Valvemaster Portable Valve Exerciser from Wheeler-Rex Professional Tools in an amount not to exceed about \$33,300 \$57,037.50 to exercise water valves attached to the city's municipal public domestic water system.**

Mayor Taylor called and introduced the agenda item and asked if anyone in the audience would like to speak to the item: none.

Motion: Motion by Council President Kiser to approve the purchase was seconded by Council Member Garner and carried unanimously.

7. **Consider amending the Middleton Police Department Procedures Handbook.**

Mayor Taylor called and introduced the agenda item and Chief Takeuchi presented the proposed naloxone, phlebotomy and school resource officer procedures.

Mayor Taylor recessed the meeting at 7:30 p.m. and obtained proposed school resource officer procedures then resumed the meeting at 7:43 p.m.

Motion: Motion by Council President Kiser to approve the amendments was seconded by Council Member Huggins and carried unanimously

Public Comments, Mayor and Council Comments

Adjourn: Mayor Taylor adjourned the meeting at 9:33 p.m.

ATTEST:

Darin Taylor, Mayor

Bruce Bayne, Planning and Zoning Official
Minutes Approved: November 6, 2019

City of Middleton

Check Register - WITH PURCHASE ORDER INFORMATION

Check Issue Dates: 11/4/2019 - 11/4/2019

Page: 2

Nov 04, 2019 02:51PM

GL Period	Check Issue Date	Check Number	Payee	Purchase Order Number	Description	Invoice Number	Invoice GL Account	Check Amount
33607	11/19	11/04/2019	33607 CENTURYLINK			L20858550005	02-431-338	70.00
Total 33607:								
33608	11/19	11/04/2019	33608 CONTROL ENGINEERS, PA			26557	61-435-351	12,689.15
Total 33608:								
33609	11/19	11/04/2019	33609 CURTIS BLUE LINE			INV325331	01-421-260	182.00
Total 33609:								
33610	11/19	11/04/2019	33610 DARLENE'S PRINTING AND COPY			107938	01-423-240	78.52
Total 33610:								
33611	11/19	11/04/2019	33611 DIG LINE			0061297-IN	61-435-351	171.84
Total 33611:								
33612	11/19	11/04/2019	33612 DMH ENTERPRISES			10312019	01-423-433	2,709.00
Total 33612:								
33613	11/19	11/04/2019	33613 DRUG FREE IDAHO			2529425	02-431-800	228.00
11/19	11/04/2019	33613	DRUG FREE IDAHO			2529440	01-421-800	64.00
Total 33613:								
33614	11/19	11/04/2019	33614 EAGLE LAND SURVEYING, LLC			1557	01-538-440	800.00
11/19	11/04/2019	33614	EAGLE LAND SURVEYING, LLC			1558	61-435-440	1,500.00
11/19	11/04/2019	33614	EAGLE LAND SURVEYING, LLC			1559	61-435-440	2,500.00

City of Middleton

Check Register - WITH PURCHASE ORDER INFORMATION

Check Issue Dates: 11/4/2019 - 11/4/2019

Page: 4

Nov 04, 2019 02:51PM

GL Period	Check Issue Date	Check Number	Payee	Purchase Order Number	Description	Invoice Number	Invoice GL Account	Check Amount
33621	11/19	11/04/2019	33621	GODDERIDGE, AARON		9.914.04	99-100-105	75.94
Total 33621:								
33622	11/19	11/04/2019	33622	GREGORY JANET		2020-03	01-415-370	35.00
Total 33622:								
33623	11/19	11/04/2019	33623	HUTCHISON, JACKIE		2020-04	01-415-370	35.00
Total 33623:								
33624	11/19	11/04/2019	33624	IDAHO PRESS-TRIBUNE, INC.		1955588LG	01-415-301	31.64
Total 33624:								
33625	11/19	11/04/2019	33625	IDAHO TRANSPORTATION DEPARTME		100519 C1771	02-431-310	23.00
Total 33625:								
33626	11/19	11/04/2019	33626	Jake Volk Repair LLC	2019084	8653	02-431-344	3,976.49
11/19	11/04/2019	33626	Jake Volk Repair LLC		Estimate#51 - Dump Truck	8665	02-431-344	2,514.61
Total 33626:								
33627	11/19	11/04/2019	33627	KONICA MINOLTA BUSINESS SOLUTI		9006139257	01-415-850	222.46
Total 33627:								
33628	11/19	11/04/2019	33628	LISA SCRIBNER		143-B	01-424-327	105.00
11/19	11/04/2019	33628	LISA SCRIBNER			143-T	01-424-327	50.00
11/19	11/04/2019	33628	LISA SCRIBNER			144-T	01-424-327	50.00

Check Register - WITH PURCHASE ORDER INFORMATION

Page: 6
Nov 04, 2019 02:51PM

Check Issue Dates: 11/4/2019 - 11/4/2019

City of Middleton

GL Period	Check Issue Date	Check Number	Payee	Purchase Order Number	Description	Invoice Number	Invoice GL Account	Check Amount
33635								
11/19	11/04/2019	33635	OXARC INC			30786692	02-431-260	63.95
11/19	11/04/2019	33635	OXARC INC			30787725	02-431-240	108.75
Total 33635:								172.70
33636								
11/19	11/04/2019	33636	PERFECTION TIRE AND AUTO#39			39-72127	01-421-310	833.12
Total 33636:								833.12
33637								
11/19	11/04/2019	33637	REPUBLIC SERVICES			0787-0007116	02-431-530	104.09
11/19	11/04/2019	33637	REPUBLIC SERVICES			9302019	30-433-200	57,577.41
Total 33637:								57,681.50
33638								
11/19	11/04/2019	33638	REYNOLDS, JENNICA			CASELLE 100	01-415-250	24.43
Total 33638:								24.43
33639								
11/19	11/04/2019	33639	RIMI INC			10312019	01-423-432	3,608.00
11/19	11/04/2019	33639	RIMI INC			MAN J 103120	01-423-432	840.00
Total 33639:								4,449.00
33640								
11/19	11/04/2019	33640	RITER, HEIDI			10,1093.05	99-100-105	55.31
Total 33640:								55.31
33641								
11/19	11/04/2019	33641	SAMG OCCUPATIONAL MEDICINE			73922	01-421-140	157.00
Total 33641:								157.00
33642								
11/19	11/04/2019	33642	SPARKLIGHT/CABLEONE			112232970 10/	61-435-338	116.50

GL Period	Check Issue Date	Check Number	Payee	Purchase Order Number	Description	Invoice Number	Invoice GL Account	Check Amount
33650								
11/19	11/04/2019	33650	WALTEMATE, RAY			2020-01	01-415-370	35.00
Total 33650:								
								35.00
Grand Totals:								224,263.65

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-200-100	.00	54,374.87-	54,374.87-
01-415-211	559.87	.00	559.87
01-415-220	4,480.32	.00	4,480.32
01-415-229	4,176.00	.00	4,176.00
01-415-240	52.25	.00	52.25
01-415-250	36.38	.00	36.38
01-415-301	31.64	.00	31.64
01-415-337	658.94	.00	658.94
01-415-338	77.90	.00	77.90
01-415-339	64.24	.00	64.24
01-415-363	111.23	.00	111.23
01-415-370	140.00	.00	140.00
01-415-850	22.23	.00	22.23
01-421-140	157.00	.00	157.00
01-421-260	210.43	.00	210.43
01-421-310	833.12	.00	833.12
01-421-336	28,456.00	.00	28,456.00
01-421-337	329.47	.00	329.47
01-421-338	45.95	.00	45.95
01-421-339	271.22	.00	271.22
01-421-800	64.00	.00	64.00
01-423-240	78.52	.00	78.52
01-423-337	329.47	.00	329.47
01-423-338	31.95	.00	31.95
01-423-339	42.82	.00	42.82
01-423-425	4,375.07	.00	4,375.07
01-423-432	4,449.00	.00	4,449.00

Check Issue Dates: 11/4/2019 - 11/4/2019

GL Account	Debit	Credit	Proof
01-423-433	2,709.00	.00	2,709.00
01-424-327	365.00	.00	365.00
01-424-383	10.77	.00	10.77
01-538-337	329.47	.00	329.47
01-538-338	31.95	.00	31.95
01-538-339	21.41	.00	21.41
01-538-363	22.25	.00	22.25
01-538-440	800.00	.00	800.00
02-200-100	.00	8,959.41	8,959.41
02-431-240	108.75	.00	108.75
02-431-260	63.95	.00	63.95
02-431-310	23.00	.00	23.00
02-431-337	329.47	.00	329.47
02-431-338	38.95	.00	38.95
02-431-339	107.06	.00	107.06
02-431-344	6,491.10	.00	6,491.10
02-431-351	885.79	.00	885.79
02-431-363	22.25	.00	22.25
02-431-440	600.00	.00	600.00
02-431-530	104.09	.00	104.09
02-431-577	136.00	.00	136.00
02-431-800	49.00	.00	49.00
30-200-100	.00	57,938.83	57,938.83
30-433-200	57,577.41	.00	57,577.41
30-433-337	329.47	.00	329.47
30-433-338	31.95	.00	31.95
60-200-100	.00	84,729.34	84,729.34
60-434-310	142.02	.00	142.02
60-434-337	329.47	.00	329.47
60-434-338	49.45	.00	49.45
60-434-339	114.20	.00	114.20
60-434-351	9,475.89	.00	9,475.89
60-434-363	22.25	.00	22.25
60-434-375	128.00	.00	128.00
60-434-383	18.78	.00	18.78
60-434-515	8,961.28	.00	8,961.28
60-434-530	65,360.00	.00	65,360.00
60-434-800	128.00	.00	128.00
61-200-100	.00	17,805.40	17,805.40
61-435-310	142.01	.00	142.01
61-435-337	329.47	.00	329.47

Check Register - WITH PURCHASE ORDER INFORMATION
Check Issue Dates: 11/4/2019 - 11/4/2019

City of Middleton

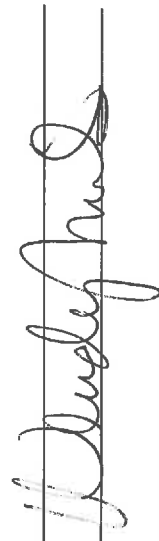
GL Account	Debit	Credit	Proof
61-435-338	165.93	.00	165.93
61-435-339	85.66	.00	85.66
61-435-351	10,012.60	.00	10,012.60
61-435-363	22.25	.00	22.25
61-435-375	2,987.70	.00	2,987.70
61-435-383	10.78	.00	10.78
61-435-440	4,000.00	.00	4,000.00
61-435-800	49.00	.00	49.00
99-100-105	455.80	.00	455.80
99-200-100	.00	455.80	455.80-
Grand Totals:	224,263.65	224,263.65-	.00

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____



Report Criteria:
Report type: Invoice detail

Check Register - WITH PURCHASE ORDER INFORMATION

Page: 1
Nov 04, 2019 02:19PM

Report Criteria:

Report type: Invoice detail
Bank Bank number = 621

GL Period	Check Issue Date	Check Number	Payee	Purchase Order Number	Description	Invoice Number	Invoice GL Account	Check Amount
217	10/19	10/30/2019	217 A. E. NELSON LEATHER CO.			DC 11.32 10.1	01-421-342	11.32
			Total 217:					11.32
218	10/19	10/30/2019	218 PASTRY PERFECTION			DC 316.26 10.	01-415-725	316.26
			Total 218:					316.26
219	10/19	10/30/2019	219 AAA-1 LOCK & KEY			DC 2011.50 10	60-434-351	2,011.50
			Total 219:					2,011.50
220	10/19	10/30/2019	220 ADOBE			DC 31.79 10.3	61-435-337	28.61
			Total 220:					28.61
221	10/19	10/30/2019	221 Aria MGM Resorts			DC 280.05 10.	01-415-250	280.05
			Total 221:					280.05
222	10/19	10/30/2019	222 CANYON COUNTY SHERIFF'S OFFICE			DC 5.00 10.09	01-421-342	5.00
			Total 222:					5.00
223	10/19	10/30/2019	223 COLLEGE OF WESTERN IDAHO			DC 25.00 10.1	61-435-250	25.00
			Total 223:					25.00

City of Middleton

Check Register - WITH PURCHASE ORDER INFORMATION
Check Issue Dates: 10/30/2019 - 10/30/2019

GL Period	Check Issue Date	Check Number	Payee	Purchase Order Number	Description	Invoice Number	Invoice GL Account	Check Amount
231								
10/19	10/30/2019	231	SYNCB/AMAZON			DC 123.13 10.	01-424-240	123.13
10/19	10/30/2019	231	SYNCB/AMAZON			DC 16.99 10.1	01-415-240	16.99
10/19	10/30/2019	231	SYNCB/AMAZON			DC 26.40 10.0	01-424-240	26.40
Total 231:								166.52
232								
10/19	10/30/2019	232	TARGET			DC 6.67 10.21	01-421-342	6.67
Total 232:								6.67
233								
10/19	10/30/2019	233	THE HOME DEPOT			DC 192.31 10.	01-424-351	192.31
10/19	10/30/2019	233	THE HOME DEPOT			DC 235.16 10.	01-424-351	235.16
10/19	10/30/2019	233	THE HOME DEPOT			DC 44.26 10.1	01-424-351	44.26
10/19	10/30/2019	233	THE HOME DEPOT			DC 9.12 10.09	01-424-351	9.12
Total 233:								480.85
234								
10/19	10/30/2019	234	TRACTOR SUPPLY			DC 129.99 10.	60-434-260	129.99
10/19	10/30/2019	234	TRACTOR SUPPLY			DC 179.98 10.	60-434-260	179.98
Total 234:								309.97
235								
10/19	10/30/2019	235	UBER.COM			DC 22.26 10.0	01-415-252	22.26
10/19	10/30/2019	235	UBER.COM			DC 35.59 10.1	01-415-252	35.59
Total 235:								57.85
236								
10/19	10/30/2019	236	UNITED STATES POST OFFICE			DC 13.70 10.1	01-421-372	13.70
Total 236:								13.70
237								
10/19	10/30/2019	237	USABLU BOOK			DC 84.33 10.0	61-435-240	84.33

GL Period	Check Issue Date	Check Number	Payee	Purchase Order Number	Description	Invoice Number	Invoice GL Account	Check Amount
Total 237:								
238	10/19	10/30/2019	238 WALMART			DC 130.67 10.	01-421-342	130.67
Total 238:								
Grand Totals:								
								84.33
								130.67
								4,848.39

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-200-100	.00	1,760.83-	1,760.83-
01-415-240	115.81	.00	115.81
01-415-250	375.72	.00	375.72
01-415-252	57.85	.00	57.85
01-415-310	11.00	.00	11.00
01-415-337	6.36	.00	6.36
01-415-338	17.21	.00	17.21
01-415-725	316.26	.00	316.26
01-421-240	38.16	.00	38.16
01-421-337	3.18	.00	3.18
01-421-342	153.66	.00	153.66
01-421-372	13.70	.00	13.70
01-423-260	105.99	.00	105.99
01-423-337	3.18	.00	3.18
01-424-240	58.72	.00	58.72
01-424-351	480.85	.00	480.85
01-538-337	3.18	.00	3.18
02-200-100	.00	647.23-	647.23-
02-431-240	202.73	.00	202.73
02-431-310	441.32	.00	441.32
02-431-337	3.18	.00	3.18
30-200-100	.00	3.18-	3.18-
30-433-337	3.18	.00	3.18
60-200-100	.00	2,324.65-	2,324.65-

GL Account	Debit	Credit	Proof
60-434-260	309.97	.00	309.97
60-434-337	3.18	.00	3.18
60-434-351	2,011.50	.00	2,011.50
61-200-100	.00	112.50-	112.50-
61-435-240	84.33	.00	84.33
61-435-250	25.00	.00	25.00
61-435-337	3.17	.00	3.17
Grand Totals:	4,848.39	4,848.39-	.00

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: *il Dandy Mule*

Report Criteria:
 Report type: Invoice detail
 Bank Bank number = 621

Darin Taylor

From: Dawn Dalton
Sent: Friday, October 18, 2019 4:17 PM
To: Darin Taylor
Cc: Wendy Miles
Subject: Used iPhone 5 S Value

Mayor,

After looking into it, it looks like after they phones have gone before council as a surplus item the city can get anywhere from \$60 to \$75 dollars each.

Dawn M. Goodwin

Dawn M. Goodwin
Deputy Clerk, City of Middleton
Phone: (208)585-3133
Fax: (208)585-9601
Email: ddalton@middletoncity.com
Website: www.middleton.id.gov





ZWYGART JOHN
CERTIFIED PUBLIC ACCOUNTANTS

Zwygart John & Associates CPAs, PLLC

16130 North Merchant Way, Suite 120 ♦ Nampa, Idaho 83687

Phone: 208-459-4649 ♦ FAX: 208-229-0404

May 24, 2019

To: City of Middleton
6 North Dewey Ave
Middleton, Idaho 83644

The following represents our understanding of the services we will provide City of Middleton.

You have requested that we audit the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, and the aggregate remaining fund information of City of Middleton as of September 30, 2019, and for the year then ended and the related notes, which collectively comprise City of Middleton's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by *the Governmental Accounting Standards Board* (GASB), issued by the Comptroller General of the United States, require that included supplementary information, such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Required Supplementary Information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison

Supplementary information other than RSI will accompany City of Middleton's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining Statements.

Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of City of Middleton's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that *management and those charged with governance* acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;

- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of City of Middleton's basic financial statements. Our report will be addressed to the governing body of City of Middleton. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

We also will issue a written report on in accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Nonattest Services:

With respect to any nonattest services we perform, City of Middleton's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. The services we will provide are:

- Help in preparation of the financial statements.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Fees and Timing

Jordan Zwygart, CPA is the engagement partner for the audit services specified in this letter. Their responsibilities include supervising Zwygart John & Associates CPAs, PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We will notify you immediately of any circumstances we encounter that could significantly affect this fee. Whenever possible, we will attempt to use City of Middleton's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices.
- Significant difficulties, encountered during the audit, if any.
- Uncorrected misstatements, other than those we believe are trivial, if any.
- Disagreements with management, if any.
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process.
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.
- Representations we requested from management.
- Management's consultations with other accountants, if any.

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Zwygart John & Associates CPAs, PLLC's and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Zwygart & John & Associates CPAs, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agency. The regulatory agency may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. We estimate that our fee for the audit will be \$12,300.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Zwygart John & Associates CPAs, PLLC

RESPONSE:

This letter correctly sets forth the understanding of City of Middleton.

City of Middleton:

Name: _____

Title: _____

Date: _____

Lift Station Pumps Current Inventory Oct 30, 2019					
Lift Station	Pumps per lift station	Spare	Gem State Electric	CH Spencer	
Hartley	2	Yes			
The Pines	2	No	\$6,325.00	\$6,353.00	
Prospector	2	No	\$6,430.00	\$6,462.00	
Park Place	2	Yes			
Talega	2	No	\$4,706.25	\$4,885.00	
Middleton Lakes	2	Yes			
Boise River	2	Yes			
Total			\$17,461.25	\$17,700.00	

Gem State Electric

112 E 45th St
Boise, ID 83714

Estimate

E00068

Name / Address
MIDDLETON, CITY OF PO BOX 487 MIDDLETON, ID 83604

Ship To
6 N DEWEY AVE MIDDLETON, ID 83644

Date	Contact	Phone #	Lead Time	Rep
10/23/2019	Terrel	208-631-6245	1 week + trans	

Qty	Item	Description	Rate	Total
1	Notes ns pump	Telaga lift station XFP-80C-CB1.5-PE28/4W-60FM230:15 3.8HP 1800RPM 230V 1PH 4" submersible waste water pump - ABS	0.00 4,506.25	0.00 4,506.25
1	FREIGHT	incoming freight (**** ball park estimate ****)	200.00	200.00
			Subtotal	\$4,706.25
			Sales Tax (6.0%)	\$0.00
			Total	\$4,706.25

Gem State Electric

112 E 45th St
Boise, ID 83714

Estimate

E00067

Name / Address
MIDDLETON, CITY OF PO BOX 487 MIDDLETON, ID 83604

Ship To
6 N DEWEY AVE MIDDLETON, ID 83644

Date	Contact	Phone #	Lead Time	Rep
10/23/2019	Terrel	208-631-6245	1 week + trans	
Qty	Item	Description	Rate	Total
1	Notes ns pump	Prospector lift station XFP-150E-CB1.6-PE75/4-60FM460:15 10.1HP 1800RPM 460V 4" submersible waste water pump - ABS	0.00 6,230.00	0.00 6,230.00
1	FREIGHT	incoming freight (**** ball park estimate ****)	200.00	200.00
			Subtotal	\$6,430.00
			Sales Tax (6.0%)	\$0.00
			Total	\$6,430.00

Gem State Electric

112 E 45th St
Boise, ID 83714

Estimate

E00066

Name / Address
MIDDLETON, CITY OF PO BOX 487 MIDDLETON, ID 83604

Ship To
6 N DEWEY AVE MIDDLETON, ID 83644

Date	Contact	Phone #	Lead Time	Rep
10/23/2019	Terrel	208-631-6245	1 week + trans	

Qty	Item	Description	Rate	Total
1	Notes ns pump	The Pines lift station XFP-100E-CB1.5-PE75/4-60FM460:15 10.1HP 1779RPM 460V 4" submersible waste water pump - ABS	0.00 6,125.00	0.00 6,125.00
1	FREIGHT	incoming freight (**** ball park estimate ****)	200.00	200.00
			Subtotal	\$6,325.00
			Sales Tax (6.0%)	\$0.00
			Total	\$6,325.00



C.H. Spencer LLC

3600 E Newby St
Nampa, ID 83687
Phone: 208-442-6407
Fax: 801-972-5216

To: City of Middleton
Attn: Terrell Mendive
Date: 10/29/2019
Reference: **Telaga Lift Station Pump XFP 80C -CB 1.5 PE28/4W-C-60FM Replacement**

C.H. Spencer LLC is pleased to offer the following proposal for products and services as defined in this scope letter for the above referenced project.

I: EQUIPMENT DESCRIPTION:

Replacement of identical pump listed below:

Existing Pump - XFP 80C -CB 1.5 PE28/4W-C-60FM	SN 0014157
<ul style="list-style-type: none">- Existing Pump is Current Version- FLA 16.9- 3.75 HP- 230/1/60- BEP of 340 GPM @ 24' TDH- 3" Discharge- 48' Cable- Explosion Proof- (1) Single Phase Start Kit Included	

C.H. Spencer's scope of supply ends at the suction and discharge flanges of the pump and at the terminal boxes of the motor. Installation, wiring, anchor bolts, foundations, templates, miscellaneous piping not integral with the pumping equipment, external lubrication piping systems and instrumentation, valves, gauges, controls, motor starter, finish paint at the job site, unloading and movement of equipment at site, storage, assembly of equipment at site, field testing and or/ seismic analysis, and commissioning, switch gear, and other miscellaneous items required for installation and proper operation of the proposed equipment which are not specifically noted above are not included with this proposal. Intermediate bearing supports for intermediate shafting are to be provided by others. Any bolts, nuts or associated hardware required for motors, pumps or pump cans is not part of C.H. Spencer's Scope of Supply. Any type of lubrication or oil required for the equipment described above is not part of C.H. Spencer's Scope of Supply.

II: APPLICABLE SPECIFICATIONS:

Installation is NOT included in C.H. Spencer's Scope of Supply

Any type of Alignment including laser Alignment is not Part of C.H. Spencer's Scope of Supply unless specifically called in our Scope of Supply. Alignment must be performed per manufactures O&M Manual, if these procedures are not followed warranty will be void on equipment listed above. It is not C.H. Spencer's responsibility to certify alignment on equipment unless alignment is performed by C.H. Spencer.

The specifications listed above are the only specifications that shall apply to this proposal either directly or by reference. Any specification that is not specifically included as part of this proposal is excluded from this offering. Furthermore, any item that is not listed above is not part of C.H. Spencer's Scope of Supply, any item required by specification and not listed above is not part of C.H. Spencer's Scope of Supply. Any additional specification or Drawing required is not part of C.H. Spencer's Scope of Supply.

III: SERVICES:

Listed Above

IV: SCHEDULES:

Submittal drawings and procedures for approval will be available within (2-4) weeks after date of CH Spencer's order acknowledgement; provided that C.H. Spencer LLC has received a written, technically complete, commercially acceptable purchase order and all of the required design information from the customer.

Any delay after 15 days on returning the approval submittals from the customer may impact the price and/or equipment delivery schedule.

Please allow an estimated 12-14 weeks for delivery to job site from date of engineering approval.

Unless specifically instructed otherwise, all equipment will be released to production upon receipt of approved submittals. Storage fees may apply, and warranty may be affected if the customer's schedule for receipt of goods exceeds C.H. Spencer's estimated lead time.

V: PRICING:

C.H. Spencer is pleased to offer the following pricing for the above referenced project:

Total

\$4,885.00

Pricing does not include taxes, FOB point of manufacture with freight pre-paid and allowed.

Pricing does not include any State, Sales, Use and/or other taxes as may be applicable to this project.

VI: ESCALATION:

The prices as quoted will be held firm through the quoted delivery period provided C.H. Spencer LLC has received a written, technically complete, commercially acceptable purchase order from our customer and all the submittal data has been returned approved to C.H. Spencer LLC within the 30 days from the date submitted and the equipment has been released to manufacture.

VII: TERMS AND CONDITIONS:

This proposal is valid for acceptance through (15) days from referenced bid date and is subject to the attached CH Spencer terms and conditions. If there are any differences between the CH Spencer terms and any part of the bid specifications, then the CH Spencer terms shall apply and take precedence.

C.H. Spencer will not be responsible for any form of back charges or liquidated damages or any form for the above referenced project.

C.H. Spencer will be willing to negotiate final terms and conditions with the awarded contractor after the bid date.

Contractor will be liable for fees associated with Submittals if contract is terminated prior to release or delivery of equipment to the job site.

C.H. Spencer's full set of terms and conditions can be found at www.chspencer.com and will apply to this offering in full.

VIII: WARRANTY:

The Manufacturer's standard warranty as per the attached terms and conditions shall apply to this proposal. Any form of push/pull charges associated with project due to warranty is not part of C.H. Spencer's Scope of Supply.

IX: TERMS OF PAYMENT:

C.H. Spencer & Company terms of payment for this proposal is net 30 days from the date of invoice unless stated otherwise above, subject to our Credit Department approval. All equipment will be invoiced on the date of shipment. Partial shipments and partial payments are to be allowed.

Very truly yours,
John Remsik
Sales Engineer
C.H. Spencer LLC

Our Standard Terms and Conditions as stated at the end of this quotation apply and are a part of this proposal:

Accepted by (type name) _____

Date: _____

X
Signature: _____

for C.H. Spencer LLC

Firm Name: _____

X
Signature: _____

Date: _____

C.H. SPENCER TERMS & CONDITIONS

1. **General:** These Purchase Terms and Conditions form a part defined or referenced as the Agreement. In case of conflicts and discrepancies between Agreement and any other document, the parties' intent shall be inferred from the Agreement document read as a whole and the most strict and stringent clause or requirement of any part of the Agreement shall control, unless specifically stated otherwise. The Agreement reference will supersede all related documents, including but not limited to, invoices, packing slips, delivery receipts, and correspondence.
2. **Acceptance:** BUYER shall be bound by this Agreement when it commences any performance hereunder. This Agreement expressly limits acceptance to the terms and conditions stated herein, including any and all attachments, exhibits, or other documents referenced. SELLER's conditions shall be deemed accepted in their entirety by commencement of any work hereunder or upon failure to notify SELLER in writing of exceptions within five (5) business days from date of issuance of this Agreement, whichever occurs first.
3. **Termination for Convenience of BUYER.** BUYER retains the right to suspend or terminate this Agreement or any part thereof for its sole convenience. In the event of such termination, SELLER shall immediately stop all work hereunder, and shall immediately cause its suppliers or subcontractors to cease such work. BUYER will be responsible for reasonable termination charge consisting of a percentage of the Agreement price reflecting the percentage of the work properly delivered prior to the notice of termination plus actual direct costs resulting from termination, including cancellation charges directly associated with costs for items that are in production at time of cancellation. SELLER shall not be paid for any work done after receipt of the notice of termination which SELLER could reasonably have avoided, nor for any costs incurred by SELLER's suppliers or subcontractors which SELLER could reasonably have avoided.
4. **Termination for Cause:** BUYER may also terminate this Agreement or any part hereof for cause in the event of any default by the SELLER or if the SELLER fails to comply with any of the terms and conditions of this Agreement. Late deliveries, delivery of goods which are defective or which do not conform to this Agreement, and failure to provide BUYER upon request of reasonable assurance of future performance shall all be causes allowing BUYER to terminate this Agreement for cause. In the event of termination for cause, BUYER shall not be liable to SELLER for any amount. The maximum liability of the Seller shall be the value of the purchase order or item, whichever is lower.
5. **Proprietary Information, Confidentiality, and Advertising:** BUYER shall consider all information furnished by SELLER to be confidential and shall not disclose any such information for any purpose other than performing this Agreement, unless BUYER obtains written permission from SELLER to do so. This restriction shall apply, but not be limited to, articles, drawings, specification, or other documents prepared by SELLER for BUYER in connection with this Agreement. SELLER shall not advertise or publish the fact that BUYER has contracted to purchase goods or services from SELLER, nor shall any information relating to the Agreement be disclosed without BUYER's written permission. Unless otherwise agreed in writing, commercial, financial or technical information disclosed in any manner or at any time by SELLER to BUYER shall be deemed secret or confidential.
6. **Costs Included in Price:** Unless otherwise specified, the price stated on this Agreement includes all charges and expenses of SELLER, including but not limited to packing, boxing, cartage, and any and all applicable taxes of federal, state, local government including, but not limited to, duty, excise tax, sales and use tax, occupational tax, processing tax, and manufacturing tax. SELLER agrees to accept in lieu of any tax that may be included in this Agreement, a tax exemption certificate or other evidence acceptable to the federal, state or local government and to reduce the price stated herein by the amount of such exempt tax.
7. **Liens or Claims:** The SELLER has the right to file a lien on the Project, then to the extent of any payments made, SELLER agrees as part of this Agreement, and for the consideration herein set forth, that SELLER will execute a general release waiving, upon receipt of final payment by SELLER, all claims, except those claims previously made in writing to BUYER and remaining unsettled at the time of final payment.
8. **Affirmative Action:** SELLER warrants that the goods and/or services covered by this Agreement will be produced in compliance with the requirements of applicable labor and employment laws, regulations, and orders.
9. **Remedies:** Each of the rights and remedies reserved by SELLER in this Agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this Agreement.
10. **Assignments and Subcontracting:** No part of this Agreement may be assigned or subcontracted without the prior written approval of SELLER.
11. **Setoff:** No claims for money due or to become due from BUYER shall be subject to deduction or set off by the BUYER by reason of any claim arising out of this or any other transaction without the prior approval of the SELLER.
12. **Shipment:** Delivery charges are the responsibility of the BUYER. All freight will be shipped FOB Shipping point unless alternative agreements are assigned.
13. **Delivery:** Time is an important consideration of this Agreement. Deliveries of goods and/or rendering of services are to be made both in quantities and at terms specified on the face hereof, or upon release schedules furnished against this Agreement.
14. **Title, Risk of Loss and Storage:** Unless otherwise stated in this Agreement, title to the goods shall pass from SELLER to BUYER and/or Owner upon shipment and initial receipt of the goods by carrier. BUYER shall be responsible for loss or damage to work in transit and all goods to be furnished hereunder BUYER will be responsible for required storage of all goods if specified. .
15. **Applicable Law:** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of UTAH.
16. **Compliance with Laws:** In accepting this Agreement SELLER warrants that it has and will continue during the performance of this Agreement to comply with the applicable provisions of all federal, state and local laws and regulations including, but not limited to:
 - Fair Labor Standards Act of 1938, as amended.
 - The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended and the implementing rules and regulations (41 CFR) which are incorporated herein by reference, unless this Agreement is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O.

- The Affirmative Action for Handicapped Workers Clause in (41 CFR, Part 60, Sub Section 741.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$2,500.
 - The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause (41 CFR, Part 60, Sub section 260.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$10,000.
17. **Notice:** All notices required to be given hereunder shall be deemed to be duly given by person delivering such notice or by mailing it, via reregistered or certified mail as follows. Notice to SELLER shall be at the address recorded on the face of this Agreement. Notice to BUYER shall be to the address appearing on the face of the Purchase Document.
 18. **Savings:** If any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said law.
 19. **Entire Agreement:** This Agreement, including as applicable SELLER's proposal to the BUYER, constitutes the entire agreement between SELLER and BUYER and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. Any additional or different terms in SELLER's terms or proposal are hereby expressly rejected.
 20. **INSURANCE AND CLAIMS.** : If Supplier is required to maintain insurance, such insurance shall not exceed the following requirements: (i) general liability insurance in an amount up to \$5,000,000 per occurrence; (ii) motor vehicle insurance with a combined single limit of \$2,000,000; (iii) worker's compensation as required by applicable law and (iv) employer's liability insurance in an amount up to \$1,000,000. In addition, if Supplier is required to waive subrogation, Purchaser shall waive all subrogation claims
 21. **DISPUTE RESOLUTION.** Promptly after identification of a "claim" (a demand for monetary compensation or damages or time extension, arising from or relating to the Project), BUYER and SELLERS designated representatives shall meet and attempt to reach agreement upon a reasonable, compromise resolution of the claim. If any claim not involving the Owner remains unresolved after this attempt, BUYER & SELLER agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator within one hundred twenty (120) calendar days after the meeting of the parties' representatives, unless the parties both agree upon a longer period of time. The parties mutually agree that the resolution of the Arbitration will be fully binding. The parties shall share equally the mediator's fee for the mediation.
 22. **INDEMNIFICATION OF SUPPLIER:** To the extent that the Contract contains any indemnification of Purchaser by Supplier, Supplier's indemnification obligations are conditioned upon, and limited to the extent of, Supplier's fault and shall be limited to claims by third-parties. Supplier's indemnity obligations specifically exclude damages or costs of any and all kinds related in any way to any matter that is covered by Supplier's warranty (which warranty shall be Buyer's sole remedy for all such matters). Any indemnification of Buyer by Supplier for infringement of intellectual property specifically excludes (i) any product that is furnished in accordance with Buyer's drawings, designs, specifications and/or directions, (ii) infringement by any subcontractor designated by Buyer, (iii) any claim of patent infringement relating to the incorporation of the product(s) into any other product or process and (iv) Buyer's modification of the product(s).
 23. **CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other party for any indirect, consequential, incidental, special, punitive or exemplary damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of service (even if such party has been advised of the possibility of such damages or such damages could have been reasonably foreseen by such party). The total liability of the parties under this Agreement after Purchaser's payment of the purchase price for the product(s) shall be limited to the amount of such purchase price as the exclusive remedy of the non-breaching party.
 24. **WARRANTY:** Supplier warrants all Products as to material and workmanship and that the Products shall conform to the specifications, drawings, and designs provided by Purchaser, if any. Supplier's sole obligation under this warranty shall be to repair or replace any non-conforming goods. Upon the reasonable request of Supplier, Purchaser will return any defective part(s) or Product(s) to Supplier. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, OR CONDITIONS, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES, OR CONDITIONS, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. In the event of any breach of warranty by Supplier, Purchaser shall: (i) notify Supplier of the nature of the breach; (ii) provide Supplier with accurate and complete information concerning the breach; (iii) provide access to the Products by Supplier and Supplier's agents and (iv) allow Supplier a reasonable opportunity to effectuate repairs and/or modifications to the Products or to otherwise cure the breach. In the event that Purchaser does not fulfill the conditions set forth in the preceding sentence, Supplier shall not be liable for any damages, losses or expenses incurred by Purchaser or any other person in connection with any breach of Supplier's warranty. The original warranty period shall not be extended by virtue of any intervening warranty claim.



C.H. Spencer LLC

3600 E Newby St
Nampa, ID 83687
Phone: 208-442-6407
Fax: 801-972-5216

To: City of Middleton
Attn: Terrell Mendive
Date: 10/29/2019
Reference: **Prospector Lift Station Pump AFP 1541 M70/4 EX Replacement**

C.H. Spencer LLC is pleased to offer the following proposal for products and services as defined in this scope letter for the above referenced project.

I: EQUIPMENT DESCRIPTION:

Replacement of identical pumps listed below:

Existing Pump - AFP 1541 M70/4 EX SN 0129959

- FLA 12.3
- 9.4 HP
- 460/3/60
- BEP of 700 GPM @ 26' TDH
- 6" Discharge
- 30' Cable
- Explosion Proof
- 6" Discharge

Current Version - XFP 150E-CB1.6 PE75/4,

- FLA 13.7
- 10.1 HP
- 460/3/60
- BEP of 700 GPM @ 28' TDH
- 6" Discharge
- 48' Cable
- Explosion Proof

C.H. Spencer's scope of supply ends at the suction and discharge flanges of the pump and at the terminal boxes of the motor. Installation, wiring, anchor bolts, foundations, templates, miscellaneous piping not integral with the pumping equipment, external lubrication piping systems and instrumentation, valves, gauges, controls, motor starter, finish paint at the job site, unloading and movement of equipment at site, storage, assembly of equipment at site, field testing and or/ seismic analysis, and commissioning, switch gear, and other miscellaneous items required for installation and proper operation of the proposed equipment which are not specifically noted above are not included with this proposal. Intermediate bearing supports for intermediate shafting are to be provided by others. Any bolts, nuts or associated hardware required for motors, pumps or pump cans is not part of C.H. Spencer's Scope of Supply. Any type of lubrication or oil required for the equipment described above is not part of C.H. Spencer's Scope of Supply.

II: APPLICABLE SPECIFICATIONS:

Installation is NOT included in C.H. Spencer's Scope of Supply

Any type of Alignment including laser Alignment is not Part of C.H. Spencer's Scope of Supply unless specifically called in our Scope of Supply. Alignment must be performed per manufactures O&M Manual, if these procedures are not followed warranty will be void on equipment listed above. It is not C.H. Spencer's responsibility to certify alignment on equipment unless alignment is performed by C.H. Spencer.

The specifications listed above are the only specifications that shall apply to this proposal either directly or by reference. Any specification that is not specifically included as part of this proposal is excluded from this offering. Furthermore, any item that is not listed above is not part of C.H. Spencer's Scope of Supply, any item required by specification and not listed above is not part of C.H. Spencer's Scope of Supply. Any additional specification or Drawing required is not part of C.H. Spencer's Scope of Supply.

III: SERVICES:

Listed Above

IV: SCHEDULES:

Submittal drawings and procedures for approval will be available within (2-4) weeks after date of CH Spencer's order acknowledgement; provided that C.H. Spencer LLC has received a written, technically complete, commercially acceptable purchase order and all of the required design information from the customer.

Any delay after 15 days on returning the approval submittals from the customer may impact the price and/or equipment delivery schedule.

Please allow an estimated 1-2 weeks for delivery to job site from date of engineering approval.

Unless specifically instructed otherwise, all equipment will be released to production upon receipt of approved submittals. Storage fees may apply, and warranty may be affected if the customer's schedule for receipt of goods exceeds C.H. Spencer's estimated lead time.

V: PRICING:

C.H. Spencer is pleased to offer the following pricing for the above referenced project:

Total

\$6,462.00

Pricing does not include taxes, FOB point of manufacture with freight pre-paid and allowed.

Pricing does not include any State, Sales, Use and/or other taxes as may be applicable to this project.

VI: ESCALATION:

The prices as quoted will be held firm through the quoted delivery period provided C.H. Spencer LLC has received a written, technically complete, commercially acceptable purchase order from our customer and all the submittal data has been returned approved to C.H. Spencer LLC within the 30 days from the date submitted and the equipment has been released to manufacture.

VII: TERMS AND CONDITIONS:

This proposal is valid for acceptance through (15) days from referenced bid date and is subject to the attached CH Spencer terms and conditions. If there are any differences between the CH Spencer terms and any part of the bid specifications, then the CH Spencer terms shall apply and take precedence.

C.H. Spencer will not be responsible for any form of back charges or liquidated damages or any form for the above referenced project.

C.H. Spencer will be willing to negotiate final terms and conditions with the awarded contractor after the bid date.

Contractor will be liable for fees associated with Submittals if contract is terminated prior to release or delivery of equipment to the job site.

C.H. Spencer's full set of terms and conditions can be found at www.chspencer.com and will apply to this offering in full.

VIII: WARRANTY:

The Manufacturer's standard warranty as per the attached terms and conditions shall apply to this proposal. Any form of push/pull charges associated with project due to warranty is not part of C.H. Spencer's Scope of Supply.

IX: TERMS OF PAYMENT:

C.H. Spencer & Company terms of payment for this proposal is net 30 days from the date of invoice unless stated otherwise above, subject to our Credit Department approval. All equipment will be invoiced on the date of shipment. Partial shipments and partial payments are to be allowed.

Very truly yours,
John Remsik
Sales Engineer
C.H. Spencer LLC

Our Standard Terms and Conditions as stated at the end of this quotation apply and are a part of this proposal:

Accepted by (type name)

Date:

X
Signature:

for C.H. Spencer LLC

Firm Name:

X
Signature:

Date:

C.H. SPENCER TERMS & CONDITIONS

1. **General:** These Purchase Terms and Conditions form a part defined or referenced as the Agreement. In case of conflicts and discrepancies between Agreement and any other document, the parties' intent shall be inferred from the Agreement document read as a whole and the most strict and stringent clause or requirement of any part of the Agreement shall control, unless specifically stated otherwise. The Agreement reference will supersede all related documents, including but not limited to, invoices, packing slips, delivery receipts, and correspondence.
2. **Acceptance:** BUYER shall be bound by this Agreement when it commences any performance hereunder. This Agreement expressly limits acceptance to the terms and conditions stated herein, including any and all attachments, exhibits, or other documents referenced. SELLER's conditions shall be deemed accepted in their entirety by commencement of any work hereunder or upon failure to notify SELLER in writing of exceptions within five (5) business days from date of issuance of this Agreement, whichever occurs first.
3. **Termination for Convenience of BUYER.** BUYER retains the right to suspend or terminate this Agreement or any part thereof for its sole convenience. In the event of such termination, SELLER shall immediately stop all work hereunder, and shall immediately cause its suppliers or subcontractors to cease such work. BUYER will be responsible for reasonable termination charge consisting of a percentage of the Agreement price reflecting the percentage of the work properly delivered prior to the notice of termination plus actual direct costs resulting from termination, including cancellation charges directly associated with costs for items that are in production at time of cancellation. SELLER shall not be paid for any work done after receipt of the notice of termination which SELLER could reasonably have avoided, nor for any costs incurred by SELLER's suppliers or subcontractors which SELLER could reasonably have avoided.
4. **Termination for Cause:** BUYER may also terminate this Agreement or any part hereof for cause in the event of any default by the SELLER or if the SELLER fails to comply with any of the terms and conditions of this Agreement. Late deliveries, delivery of goods which are defective or which do not conform to this Agreement, and failure to provide BUYER upon request of reasonable assurance of future performance shall all be causes allowing BUYER to terminate this Agreement for cause. In the event of termination for cause, BUYER shall not be liable to SELLER for any amount. The maximum liability of the Seller shall be the value of the purchase order or item, whichever is lower.
5. **Proprietary Information, Confidentiality, and Advertising:** BUYER shall consider all information furnished by SELLER to be confidential and shall not disclose any such information for any purpose other than performing this Agreement, unless BUYER obtains written permission from SELLER to do so. This restriction shall apply, but not be limited to, articles, drawings, specification, or other documents prepared by SELLER for BUYER in connection with this Agreement. SELLER shall not advertise or publish the fact that BUYER has contracted to purchase goods or services from SELLER, nor shall any information relating to the Agreement be disclosed without BUYER's written permission. Unless otherwise agreed in writing, commercial, financial or technical information disclosed in any manner or at any time by SELLER to BUYER shall be deemed secret or confidential.
6. **Costs Included in Price:** Unless otherwise specified, the price stated on this Agreement includes all charges and expenses of SELLER, including but not limited to packing, boxing, cartage, and any and all applicable taxes of federal, state, local government including, but not limited to, duty, excise tax, sales and use tax, occupational tax, processing tax, and manufacturing tax. SELLER agrees to accept in lieu of any tax that may be included in this Agreement, a tax exemption certificate or other evidence acceptable to the federal, state or local government and to reduce the price stated herein by the amount of such exempt tax.
7. **Liens or Claims:** The SELLER has the right to file a lien on the Project, then to the extent of any payments made, SELLER agrees as part of this Agreement, and for the consideration herein set forth, that SELLER will execute a general release waiving, upon receipt of final payment by SELLER, all claims, except those claims previously made in writing to BUYER and remaining unsettled at the time of final payment.
8. **Affirmative Action:** SELLER warrants that the goods and/or services covered by this Agreement will be produced in compliance with the requirements of applicable labor and employment laws, regulations, and orders.
9. **Remedies:** Each of the rights and remedies reserved by SELLER in this Agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this Agreement.
10. **Assignments and Subcontracting:** No part of this Agreement may be assigned or subcontracted without the prior written approval of SELLER.
11. **Setoff:** No claims for money due or to become due from BUYER shall be subject to deduction or set off by the BUYER by reason of any claim arising out of this or any other transaction without the prior approval of the SELLER.
12. **Shipment:** Delivery charges are the responsibility of the BUYER. All freight will be shipped FOB Shipping point unless alternative agreements are assigned.
13. **Delivery:** Time is an important consideration of this Agreement. Deliveries of goods and/or rendering of services are to be made both in quantities and at terms specified on the face hereof, or upon release schedules furnished against this Agreement.
14. **Title, Risk of Loss and Storage:** Unless otherwise stated in this Agreement, title to the goods shall pass from SELLER to BUYER and/or Owner upon shipment and initial receipt of the goods by carrier. BUYER shall be responsible for loss or damage to work in transit and all goods to be furnished hereunder BUYER will be responsible for required storage of all goods if specified. .
15. **Applicable Law:** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of UTAH.
16. **Compliance with Laws:** In accepting this Agreement SELLER warrants that it has and will continue during the performance of this Agreement to comply with the applicable provisions of all federal, state and local laws and regulations including, but not limited to:
 - Fair Labor Standards Act of 1938, as amended.
 - The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended and the implementing rules and regulations (41 CFR) which are incorporated herein by reference, unless this Agreement is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O.

- The Affirmative Action for Handicapped Workers Clause in (41 CFR, Part 60, Sub Section 741.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$2,600.
 - The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause (41 CFR, Part 60, Sub section 250.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$10,000.
17. **Notice:** All notices required to be given hereunder shall be deemed to be duly given by person delivering such notice or by mailing it, via registered or certified mail as follows. Notice to SELLER shall be at the address recorded on the face of this Agreement. Notice to BUYER shall be to the address appearing on the face of the Purchase Document.
 18. **Savings:** If any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said law.
 19. **Entire Agreement:** This Agreement, including as applicable SELLER's proposal to the BUYER, constitutes the entire agreement between SELLER and BUYER and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. Any additional or different terms in SELLER's terms or proposal are hereby expressly rejected.
 20. **INSURANCE AND CLAIMS.** : If Supplier is required to maintain insurance, such insurance shall not exceed the following requirements: (i) general liability insurance in an amount up to \$5,000,000 per occurrence; (ii) motor vehicle insurance with a combined single limit of \$2,000,000; (iii) worker's compensation as required by applicable law and (iv) employer's liability insurance in an amount up to \$1,000,000. In addition, if Supplier is required to waive subrogation, Purchaser shall waive all subrogation claims
 21. **DISPUTE RESOLUTION.** Promptly after identification of a "claim" (a demand for monetary compensation or damages or time extension, arising from or relating to the Project), BUYER and SELLERS designated representatives shall meet and attempt to reach agreement upon a reasonable, compromise resolution of the claim. If any claim not involving the Owner remains unresolved after this attempt, BUYER & SELLER agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator within one hundred twenty (120) calendar days after the meeting of the parties' representatives, unless the parties both agree upon a longer period of time. The parties mutually agree that the resolution of the Arbitration will be fully binding. The parties shall share equally the mediator's fee for the mediation.
 22. **INDEMNIFICATION OF SUPPLIER:** To the extent that the Contract contains any indemnification of Purchaser by Supplier, Supplier's indemnification obligations are conditioned upon, and limited to the extent of, Supplier's fault and shall be limited to claims by third-parties. Supplier's indemnity obligations specifically exclude damages or costs of any and all kinds related in any way to any matter that is covered by Supplier's warranty (which warranty shall be Buyer's sole remedy for all such matters). Any indemnification of Buyer by Supplier for infringement of intellectual property specifically excludes (i) any product that is furnished in accordance with Buyer's drawings, designs, specifications and/or directions, (ii) infringement by any subcontractor designated by Buyer, (iii) any claim of patent infringement relating to the incorporation of the product(s) into any other product or process and (iv) Buyer's modification of the product(s).
 23. **CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other party for any indirect, consequential, incidental, special, punitive or exemplary damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of service (even if such party has been advised of the possibility of such damages or such damages could have been reasonably foreseen by such party). The total liability of the parties under this Agreement after Purchaser's payment of the purchase price for the product(s) shall be limited to the amount of such purchase price as the exclusive remedy of the non-breaching party.
 24. **WARRANTY:** Supplier warrants all Products as to material and workmanship and that the Products shall conform to the specifications, drawings, and designs provided by Purchaser, if any. Supplier's sole obligation under this warranty shall be to repair or replace any non-conforming goods. Upon the reasonable request of Supplier, Purchaser will return any defective part(s) or Product(s) to Supplier. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, OR CONDITIONS, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES, OR CONDITIONS, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. In the event of any breach of warranty by Supplier, Purchaser shall: (i) notify Supplier of the nature of the breach; (ii) provide Supplier with accurate and complete information concerning the breach; (iii) provide access to the Products by Supplier and Supplier's agents and (iv) allow Supplier a reasonable opportunity to effectuate repairs and/or modifications to the Products or to otherwise cure the breach. In the event that Purchaser does not fulfill the conditions set forth in the preceding sentence, Supplier shall not be liable for any damages, losses or expenses incurred by Purchaser or any other person in connection with any breach of Supplier's warranty. The original warranty period shall not be extended by virtue of any intervening warranty claim.



C.H. Spencer LLC

3600 E Newby St
Nampa, ID 83687
Phone: 208-442-6407
Fax: 801-972-5216

To: City of Middleton
Attn: Terrell Mendive
Date: 10/29/2019
Reference: **The Pines Lift Station Pump Replacement**

C.H. Spencer LLC is pleased to offer the following proposal for products and services as defined in this scope letter for the above referenced project.

I: EQUIPMENT DESCRIPTION:

Replacement of identical pumps listed below:

Existing Pump - AFP(K) 1041.1-M75/4 -22.6 SN 0063034

- FLA 13.1
- 10.1 HP
- 460/3/60
- BEP of 550 GPM @ 34' TDH
- 4" Discharge

Current Version - XFP 100E CB1.4a PE75/4

- FLA 13.7
- 10.1 HP
- 460/3/60
- BEP of 550 GPM @ 40' TDH
- 4" Discharge
- Explosion Proof
- 48' Cable

C.H. Spencer's scope of supply ends at the suction and discharge flanges of the pump and at the terminal boxes of the motor. Installation, wiring, anchor bolts, foundations, templates, miscellaneous piping not integral with the pumping equipment, external lubrication piping systems and instrumentation, valves, gauges, controls, motor starter, finish paint at the job site, unloading and movement of equipment at site, storage, assembly of equipment at site, field testing and or/ seismic analysis, and commissioning, switch gear, and other miscellaneous items required for installation and proper operation of the proposed equipment which are not specifically noted above are not included with this proposal. Intermediate bearing supports for intermediate shafting are to be provided by others. Any bolts, nuts or associated hardware required for motors, pumps or pump cans is not part of C.H. Spencer's Scope of Supply. Any type of lubrication or oil required for the equipment described above is not part of C.H. Spencer's Scope of Supply.

II: APPLICABLE SPECIFICATIONS:

Installation is NOT included in C.H. Spencer's Scope of Supply

Any type of Alignment including laser Alignment is not Part of C.H. Spencer's Scope of Supply unless specifically called in our Scope of Supply. Alignment must be performed per manufactures O&M Manual, if these procedures are not followed warranty will be void on equipment listed above. It is not C.H. Spencer's responsibility to certify alignment on equipment unless alignment is performed by C.H. Spencer.

The specifications listed above are the only specifications that shall apply to this proposal either directly or by reference. Any specification that is not specifically included as part of this proposal is excluded from this offering. Furthermore, any item that is not listed above is not part of C.H. Spencer's Scope of Supply, any item required by specification and not listed above is not part of C.H. Spencer's Scope of Supply. Any additional specification or Drawing required is not part of C.H. Spencer's Scope of Supply.

III: SERVICES:

Listed Above

IV: SCHEDULES:

Submittal drawings and procedures for approval will be available within (2-4) weeks after date of CH Spencer's order acknowledgement; provided that C.H. Spencer LLC has received a written, technically complete, commercially acceptable purchase order and all of the required design information from the customer.

Any delay after 15 days on returning the approval submittals from the customer may impact the price and/or equipment delivery schedule.

Please allow an estimated 1-2 weeks for delivery to job site from date of engineering approval.

Unless specifically instructed otherwise, all equipment will be released to production upon receipt of approved submittals. Storage fees may apply, and warranty may be affected if the customer's schedule for receipt of goods exceeds C.H. Spencer's estimated lead time.

V: PRICING:

C.H. Spencer is pleased to offer the following pricing for the above referenced project:

Total

\$6,353.00

Pricing does not include taxes, FOB point of manufacture with freight pre-paid and allowed.

Pricing does not include any State, Sales, Use and/or other taxes as may be applicable to this project.

VI: ESCALATION:

The prices as quoted will be held firm through the quoted delivery period provided C.H. Spencer LLC has received a written, technically complete, commercially acceptable purchase order from our customer and all the submittal data has been returned approved to C.H. Spencer LLC within the 30 days from the date submitted and the equipment has been released to manufacture.

VII: TERMS AND CONDITIONS:

This proposal is valid for acceptance through (15) days from referenced bid date and is subject to the attached CH Spencer terms and conditions. If there are any differences between the CH Spencer terms and any part of the bid specifications, then the CH Spencer terms shall apply and take precedence.

C.H. Spencer will not be responsible for any form of back charges or liquidated damages or any form for the above referenced project.

C.H. Spencer will be willing to negotiate final terms and conditions with the awarded contractor after the bid date.

Contractor will be liable for fees associated with Submittals if contract is terminated prior to release or delivery of equipment to the job site.

C.H. Spencer's full set of terms and conditions can be found at www.chspencer.com and will apply to this offering in full.

VIII: WARRANTY:

The Manufacturer's standard warranty as per the attached terms and conditions shall apply to this proposal. Any form of push/pull charges associated with project due to warranty is not part of C.H. Spencer's Scope of Supply.

IX: TERMS OF PAYMENT:

C.H. Spencer & Company terms of payment for this proposal is net 30 days from the date of invoice unless stated otherwise above, subject to our Credit Department approval. All equipment will be invoiced on the date of shipment. Partial shipments and partial payments are to be allowed.

Very truly yours,
John Remsik
Sales Engineer
C.H. Spencer LLC

Our Standard Terms and Conditions as stated at the end of this quotation apply and are a part of this proposal:

Accepted by (type name) _____

Date: _____

X
Signature: _____

for C.H. Spencer LLC

Firm Name: _____

X
Signature: _____

Date: _____

C.H. SPENCER TERMS & CONDITIONS

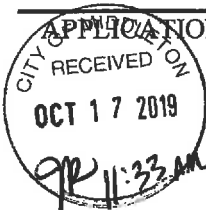
1. **General:** These Purchase Terms and Conditions form a part defined or referenced as the Agreement. In case of conflicts and discrepancies between Agreement and any other document, the parties' intent shall be inferred from the Agreement document read as a whole and the most strict and stringent clause or requirement of any part of the Agreement shall control, unless specifically stated otherwise. The Agreement reference will supersede all related documents, including but not limited to, invoices, packing slips, delivery receipts, and correspondence.
2. **Acceptance:** BUYER shall be bound by this Agreement when it commences any performance hereunder. This Agreement expressly limits acceptance to the terms and conditions stated herein, including any and all attachments, exhibits, or other documents referenced. SELLER's conditions shall be deemed accepted in their entirety by commencement of any work hereunder or upon failure to notify SELLER in writing of exceptions within five (5) business days from date of issuance of this Agreement, whichever occurs first.
3. **Termination for Convenience of BUYER.** BUYER retains the right to suspend or terminate this Agreement or any part thereof for its sole convenience. In the event of such termination, SELLER shall immediately stop all work hereunder, and shall immediately cause its suppliers or subcontractors to cease such work. BUYER will be responsible for reasonable termination charge consisting of a percentage of the Agreement price reflecting the percentage of the work properly delivered prior to the notice of termination plus actual direct costs resulting from termination, including cancellation charges directly associated with costs for items that are in production at time of cancellation. SELLER shall not be paid for any work done after receipt of the notice of termination which SELLER could reasonably have avoided, nor for any costs incurred by SELLER's suppliers or subcontractors which SELLER could reasonably have avoided.
4. **Termination for Cause:** BUYER may also terminate this Agreement or any part hereof for cause in the event of any default by the SELLER or if the SELLER fails to comply with any of the terms and conditions of this Agreement. Late deliveries, delivery of goods which are defective or which do not conform to this Agreement, and failure to provide BUYER upon request of reasonable assurance of future performance shall all be causes allowing BUYER to terminate this Agreement for cause. In the event of termination for cause, BUYER shall not be liable to SELLER for any amount. The maximum liability of the Seller shall be the value of the purchase order or item, whichever is lower.
5. **Proprietary Information, Confidentiality, and Advertising:** BUYER shall consider all information furnished by SELLER to be confidential and shall not disclose any such information for any purpose other than performing this Agreement, unless BUYER obtains written permission from SELLER to do so. This restriction shall apply, but not be limited to, articles, drawings, specification, or other documents prepared by SELLER for BUYER in connection with this Agreement. SELLER shall not advertise or publish the fact that BUYER has contracted to purchase goods or services from SELLER, nor shall any information relating to the Agreement be disclosed without BUYER's written permission. Unless otherwise agreed in writing, commercial, financial or technical information disclosed in any manner or at any time by SELLER to BUYER shall be deemed secret or confidential.
6. **Costs Included in Price:** Unless otherwise specified, the price stated on this Agreement includes all charges and expenses of SELLER, including but not limited to packing, boxing, cartage, and any and all applicable taxes of federal, state, local government including, but not limited to, duty, excise tax, sales and use tax, occupational tax, processing tax, and manufacturing tax. SELLER agrees to accept in lieu of any tax that may be included in this Agreement, a tax exemption certificate or other evidence acceptable to the federal, state or local government and to reduce the price stated herein by the amount of such exempt tax.
7. **Liens or Claims:** The SELLER has the right to file a lien on the Project, then to the extent of any payments made, SELLER agrees as part of this Agreement, and for the consideration herein set forth, that SELLER will execute a general release waiving, upon receipt of final payment by SELLER, all claims, except those claims previously made in writing to BUYER and remaining unsettled at the time of final payment.
8. **Affirmative Action:** SELLER warrants that the goods and/or services covered by this Agreement will be produced in compliance with the requirements of applicable labor and employment laws, regulations, and orders.
9. **Remedies:** Each of the rights and remedies reserved by SELLER in this Agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this Agreement.
10. **Assignments and Subcontracting:** No part of this Agreement may be assigned or subcontracted without the prior written approval of SELLER.
11. **Setoff:** No claims for money due or to become due from BUYER shall be subject to deduction or set off by the BUYER by reason of any claim arising out of this or any other transaction without the prior approval of the SELLER.
12. **Shipment:** Delivery charges are the responsibility of the BUYER. All freight will be shipped FOB Shipping point unless alternative agreements are assigned.
13. **Delivery:** Time is an important consideration of this Agreement. Deliveries of goods and/or rendering of services are to be made both in quantities and at terms specified on the face hereof, or upon release schedules furnished against this Agreement.
14. **Title, Risk of Loss and Storage:** Unless otherwise stated in this Agreement, title to the goods shall pass from SELLER to BUYER and/or Owner upon shipment and initial receipt of the goods by carrier. BUYER shall be responsible for loss or damage to work in transit and all goods to be furnished hereunder BUYER will be responsible for required storage of all goods if specified. .
15. **Applicable Law:** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of UTAH.
16. **Compliance with Laws:** In accepting this Agreement SELLER warrants that it has and will continue during the performance of this Agreement to comply with the applicable provisions of all federal, state and local laws and regulations including, but not limited to:
 - Fair Labor Standards Act of 1938, as amended.
 - The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended and the implementing rules and regulations (41 CFR) which are incorporated herein by reference, unless this Agreement is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O.

- The Affirmative Action for Handicapped Workers Clause in (41 CFR, Part 60, Sub Section 741.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$2,500.
 - The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause (41 CFR, Part 60, Sub section 250.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$10,000.
17. **Notice:** All notices required to be given hereunder shall be deemed to be duly given by person delivering such notice or by mailing it, via reregistered or certified mail as follows. Notice to SELLER shall be at the address recorded on the face of this Agreement. Notice to BUYER shall be to the address appearing on the face of the Purchase Document.
 18. **Savings:** If any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said law.
 19. **Entire Agreement:** This Agreement, including as applicable SELLER's proposal to the BUYER, constitutes the entire agreement between SELLER and BUYER and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. Any additional or different terms in SELLER's terms or proposal are hereby expressly rejected.
 20. **INSURANCE AND CLAIMS:** If Supplier is required to maintain insurance, such insurance shall not exceed the following requirements: (i) general liability insurance in an amount up to \$5,000,000 per occurrence; (ii) motor vehicle insurance with a combined single limit of \$2,000,000; (iii) worker's compensation as required by applicable law and (iv) employer's liability insurance in an amount up to \$1,000,000. In addition, if Supplier is required to waive subrogation, Purchaser shall waive all subrogation claims
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 23. **CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other party for any indirect, consequential, incidental, special, punitive or exemplary damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of service (even if such party has been advised of the possibility of such damages or such damages could have been reasonably foreseen by such party). The total liability of the parties under this Agreement after Purchaser's payment of the purchase price for the product(s) shall be limited to the amount of such purchase price as the exclusive remedy of the non-breaching party.
 24. **WARRANTY:** Supplier warrants all Products as to material and workmanship and that the Products shall conform to the specifications, drawings, and designs provided by Purchaser, if any. Supplier's sole obligation under this warranty shall be to repair or replace any non-conforming goods. Upon the reasonable request of Supplier, Purchaser will return any defective part(s) or Product(s) to Supplier. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, OR CONDITIONS, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES, OR CONDITIONS, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. In the event of any breach of warranty by Supplier, Purchaser shall: (i) notify Supplier of the nature of the breach; (ii) provide Supplier with accurate and complete information concerning the breach; (iii) provide access to the Products by Supplier and Supplier's agents and (iv) allow Supplier a reasonable opportunity to effectuate repairs and/or modifications to the Products or to otherwise cure the breach. In the event that Purchaser does not fulfill the conditions set forth in the preceding sentence, Supplier shall not be liable for any damages, losses or expenses incurred by Purchaser or any other person in connection with any breach of Supplier's warranty. The original warranty period shall not be extended by virtue of any intervening warranty claim.



CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644
208-585-3133, FAX: 208-585-9601
WWW.MIDDLETON.ID.GOV



PLANNING DEPARTMENT

APPLICATION TO EXTEND PRELIMINARY PLAT APPROVAL

Revision: 09/13/2017

Date of acceptance: Oct 24, 2019

Accepted by: Darwin Taylor

Fee: \$ Rec 1.235834 \$ 200.00

Property Owner):

Toll Southwest LLC	208.424.0020	acapell@tollbrothers.com
Name	Phone	Email
3103 W. Sheryl Dr. Suite 100	Meridian, ID	83642
Address	City, State	Zip

Representative:

Sabrina Durtschi	208.250.6161	sdurtschi@tollbrothers.com
Name	Phone	Email
3130 W. Sheryl Dr. Suite 100	Meridian, ID	83642
Address	City, State	Zip

Site Information:

Subdivision: West Highlands Ranch Date of Approval: July 2006

Crossroads: Emmett and Cemetary

Application Checklist

☒ Completed Application

☒ Narrative: attach a description of the following:

- Date of original approval
- Date the approval will expire
- Reason for requesting the time extension
- Extension time period requested
- Progress to date on the project. Canyon County Inst. No. 2019-039235

☒ Proof of ownership:

Sabrina Durtschi
Printed Name

[Signature]
Signature

Toll Brothers

AMERICA'S LUXURY HOME BUILDER®

October 17, 2019

City of Middleton
Planning and Zoning Department
1103 West Main Street
Middleton, ID 83644

Re: West Highlands Phase 12 – Time Extension Request

Dear Bruce,

The West Highlands Ranch Subdivision (“West Highlands”) is a 967-lot master planned residential community. It is bisected by Willis Road and generally located between Emmett and Cemetery Roads.

The Middleton City Council approved the original preliminary plat for 797 residential lots in July 2006. An amendment to the preliminary plat was approved in 2009 adding the land north of Willis Road and increasing the number of residential lots to 967. As amended, West Highlands is a 20-phase residential development. Phases 1 through 8, located south of Willis Road, have been completed. Toll Brothers recently acquired the remaining undeveloped portion (Phases 9 through 20) in late August 2019. Final plat applications were submitted and approved by the City for phases 9, 10, and 11. Construction of Phases 9 through 11 will begin in late October through early November 2019, with an anticipated completion of late May 2020.

Toll Brothers is excited to build out the remainder of West Highlands and is moving forward with construction plans for subsequent phases. Based on the applicable 2006 Code and the 2018 extension approval (attached), the next final plat application is due December 27, 2019. We are working to meet that deadline but, given Toll Brothers recent acquisition of the property and the timing necessary to develop a satisfactory final plat application, we are submitting this extension request to ensure compliance with the preliminary plat.

We thank you for your time and consideration of this request, if you have any questions during your review, please do not hesitate to contact me at 208-250-6161 or at sdurtschi@tollbrothers.com.

Sincerely,



Sabrina Durtschi
Land Entitlement Manager



CITY OF MIDDLETON

P.O. Box 487, 1103 W. Main St., Middleton, ID 83644

208-585-3133 Fax (208) 585-9601

citmid@middletoncity.com

www.middleton.id.gov

January 15, 2019

West Highlands Land Development, LLC

1116 S. Vista Ave., #471

Boise, ID 83705

Dear Applicant,

This letter is to inform you the Middleton City Council approved your request to extend the deadline for filing the final plat application for Phase 12 of West Highlands Ranch Subdivision from December 27, 2018 to December 27, 2019. A copy of the minutes from the December 5, 2018 hearing is included. Please contact me if you have questions or would like additional information.

Sincerely,

Randall Falkner

Planning and Zoning Official

rfalkner@middletoncity.com

**MIDDLETON CITY COUNCIL
DECEMBER 5, 2018**

The Middleton City Council meeting on December 5, 2018 was called-to-order at 6:35 p.m. by Mayor Darin Taylor, who then introduced City Treasure Ed Karass, Deputy Clerk Dawn Dalton and Planning and Zoning Official Randall Falkner.

Roll Call: Council Members Carrie Huggins, Jeff Garner, Beverly Furner and Council President Rob Kiser were present.

Action Items:

Consent Agenda (items of routine administrative business)

- a) Consider approving minutes for Council's Nov. 7, 2018 meeting.
- b) Consider ratifying Oct. 26, 2018 payroll in the amount of \$89,024.29, and Nov. 3 – 16, 2018 payroll in the amount of \$94,437.75.
- c) Consider ratifying Nov. 7 - 21, 2018 accounts payable in the amount of \$94,066.62 and Nov. 22 – Dec. 3, 2018 accounts payable in the amount of \$133,013.75.
- d) Consider approving Resolution 418-18 and ratifying the Idaho Transportation Department Addendum to Cooperative Agreement Project No. A13(451) FY15 D3 Intersection Improvements Canyon County Key No. 13471 to increase the amount of state-paid project funds from \$20,000 to \$27,000.

Motion: Motion by Council President Kiser to approve consent agenda items b through d was seconded by Council Member Furner and carried unanimously.

- 2. **Consider appointing and confirming Whitney Springston to the Middleton Planning and Zoning Commission to fill the remainder of Commissioner Jeff Garner's term ending June 13, 2019.**

Mayor Taylor called the agenda item and asked Ms. Springston to introduce herself and explain why she wanted to be on the Commission. Mayor Taylor appointed Ms. Springston to the Commission and requested council's confirmation.

Motion: Motion by Council President Kiser to confirm the Mayor's appointment was seconded by Council Member Garner and carried unanimously.

- 3. **Consider appointing and confirming Ray Waltemate to the Middleton Urban Renewal Agency to fill the remainder of Elwin Butler's term ending March 4, 2021.**

Mayor Taylor called the agenda item, described Mr. Waltemate's interest and experience on the city's Planning and Zoning Commission.

Motion: Motion by Council President Kiser to appoint Ray Waltemate to the Agency was seconded by Council Member Furner and carried unanimously.

- 4. **Consider approving a request by West Highlands, LLC to extend the deadline to file a Phase 12 final plat application for twelve months.**

Mayor Taylor called the agenda item, introduced it, and asked if anyone in the audience would like to speak to this item.

Jeff Bower from Givens Pursley stated that after being informed and agreeing with the city that the standards from 2006 City Code applies, the developer has one-year intervals to submit final plat applications meaning that the deadline for Phase 12 is fast approaching at December 27, 2018. After speaking with the engineer for the project, Becky McKay, phase 12 plat needs a minimum of twelve months to be ready for submittal to the city. Therefore, the developer is asking for an extension from December 27, 2018 to December 27, 2019.

Sandy Sinclair asked if new residents in West Highlands north of Willis Road would become part of the existing HOA for West Highlands and if adding homes to the development would mean that they would be coming over to use the existing HOA's pool and parks or if they would be installing more green space and pools. Mayor Taylor requested that Mrs. Sinclair to speak with **Ryan Cantlon** for answers to her questions.

Ryan Cantlon stated that at this time the buyer has resigned their membership rights to the HOA but that they are still in negotiations on that subject.

Mike Graefe voiced his concerns with the irrigation water and if there will still be a collection pond built on the north side of Willis Road so that the residents of existing West Highlands would still be able to draw water when the pumps were shut off like they have been told. Mr. Graefe's other concern was with the water rights and if the water rights for West Highlands includes the property on the north side of Willis Road and the current residents of West Highlands especially if the new portion of the development dissolves themselves from the HOA, those water rights need to be divided. Mayor Taylor requested Mr. Graefe to speak with Ryan Cantlon for answers to his questions.

Motion: Motion by Council President Kiser to approve a request by West Highlands, LLC to extend the deadline for filing the final plat application for phase twelve from December 27, 2018 to December 27, 2019 was seconded by Council Member Furner and carried unanimously.

5. **Consider approving an agreement with Tradition Custom Homes for the city to pay the oversized design, pipe and fittings portion of a water mainline extension from Duff Ln. to future Blue Meadows Subdivision in an amount not to exceed \$152,723.22 and ratify payment in the amount of \$77,701.38.**

Mayor Taylor called the agenda item, introduced it, and asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to approve an agreement was seconded by Council Member Huggins and carried unanimously by roll call vote.

6. **Consider approving the final plat for Dewey Avenue Business Park and accepting dedication of transportation, storm water, wastewater, and potable water improvements into the city's systems for future maintenance.**

Mayor Taylor called the agenda item, introduced it, and asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to approve the final plat and accept dedication of infrastructure improvements into the city's systems for future maintenance was seconded by Council Member Furner and carried unanimously.

7. **Public Hearing. Consider approving a request by Elizabeth Robles to rezone 0.12 acres from R-3 (Single Family Residential) to M-F (Multiple Family Residential). The subject property is Canyon County Parcel No. 18104010 commonly referred to as the vacant lot west of 202 S. Middleton Rd., Middleton, Idaho.**

Mayor called the agenda item, opened the hearing at 7:24 p.m., and Planning and Zoning Official Randall Falkner presented an administrative report. Mayor Taylor asked if anyone in the audience would like to speak to this item.

Elizabeth Robles stated that her mother had given her and her husband the land behind her house and that they want to build a duplex. One side would be their residence and the other side would be a nice and affordable rental option for someone in the community.

Motion: Motion by Council President Kiser to close the public comment portion of the public hearing was seconded by Council Member Furner and carried unanimously.

Motion: Motion by Council President Kiser to approve the application was seconded by Council Member Furner and carried unanimously by roll call vote. Mayor closed the hearing closed at 7:31 p.m.

8. **Consider approving the seven-year lease-purchase of a 2018 Caterpillar 420F2 Industrial Backhoe Loader from Western States CAT in an amount not to exceed \$118,400.**

Mayor Taylor called the agenda item and said city administration asked that it be tabled in order to gather more information.

Motion: Motion by Council President Kiser to table this item to the next regularly-scheduled meeting was seconded by Council Member Furner and carried unanimously.

Mayor Taylor recessed at 7:34 p.m. to sign students' agendas and reconvened at 7:43 p.m.

10. **Continued Public Hearing. Consider approving Resolution 417-18, a request by the City of Middleton to amend the city's comprehensive plan text and maps, updating maps to show the City of Star's 2018 annexation of about 750 acres in Canyon County; Canyon County proposed future expansion of the impact area north to Galloway and Goodson roads in some areas; updating demographic data, capital improvement plans for transportation and parks; and adding capital improvement plans for water and wastewater; adding an annexation plan and maps, adding a roads functional classification map and a future acquisitions map; and expanding the planning area north of Purple Sage Road.**

Mayor Taylor called the agenda item, resumed the public hearing, reminded council this is a continuation from the November 7, 2018 and that the public-comment portion of the hearing was closed at the previous meeting and would need to be opened if council would like to

receive additional information or public comments. Mayor asked for council discussion or a motion.

Council President Kiser stated that the annexation and people's property rights and those who do not want to be in the city at this time that is where he is hung up, annexations at this time are not in the city or the resident's best interests. As the city grows and expands then absolutely these residents should be brought into and help contribute to the city.

Council Member Huggins said that there is a lot to consider and that there must be plan as the valley grows that that residents moving in from this point forward knows that there is a plan. Council Member Huggins felt that annexations yearly should be more of a review of potential annexations on a yearly basis instead.

Council Member Furner stated that there must be an annexation plan because annexation will have to happen whether it is in five, ten or twenty years from now. Council Member Furner agreed with Council Member Huggins statement that the annexations should be a review annually so that the subject doesn't get lost or forgotten.

Council Member Garner stated that there needs to be plan so that the city isn't playing catch-up in the future.

Motion: Motion by Council President Kiser to approve Resolution 417-18, except Strategy 5 under the Annexation Policy, was seconded by Council Member Huggins and carried with a three-to-one roll-call vote with Council Member Garner voting in opposition. Council Member Garner stated that he felt that there needs to be a portion that needs to state that there needs to be an annual review for annexations since annexations are going to happen unfortunately as the valley and city grows.

Mayor Taylor closed the hearing, recessed at 8:17 p.m. to answer the audience's questions, and reconvened at 10:02 p.m.

9. **Consider approving Resolution No. 419-18 amending the Middleton Supplement to the Idaho Standards for Public Works Construction changing requiring SDR9 CTS pipe size only, setting the minimum level of service for intersection operation in the City of Middleton to level C, adding tree types allowable adjacent to rights of way and updating the testing requirements for project completion packets.**

Mayor Taylor called the agenda item, introduced it, and if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to approve Resolution No. 419-18 was seconded by Council Member Garner and carried unanimously.

Information Items

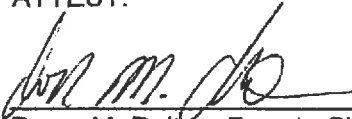
1. **Go: Washington's Thanksgiving Proclamation:** Mayor explained that the first Thanksgiving was proclaimed by George Washington and that he had provided a copy of the proclamation to each council member.

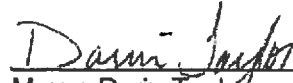
-
2. **Treasurer's comments – end of FY2018 and YTD FY2019:** City Treasure presented an overview of where the city ended Fiscal Year 2018 and said he would speak to council on December 19, 2018 for an in-depth discussion on the year-to-date budget.
 3. **Council Discussion:** none.
Public Comments: none.
Department and Council Comments: none.

Adjourn:

Mayor Taylor declared the meeting adjourned at 10:13 p.m.

ATTEST:


Dawn M. Dalton, Deputy Clerk
Minutes Approved: December 19, 2018


Mayor Darin Taylor



AFTER RECORDING MAIL TO:

2019-039235	
RECORDED	
08/23/2019 12:10 PM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=5 DLSTEPHENS	\$15.00
TYPE: DEED	
PIONEER TITLE CANYON - CALDWELL	
ELECTRONICALLY RECORDED	

GRANT DEED

Date: August 23, 2019

For Value Received, **WEST HIGHLANDS LAND DEVELOPMENT LLC**, an Idaho limited liability company, hereinafter referred to as Grantor, does hereby grant and convey unto **TOLL SOUTHWEST LLC**, a Delaware limited liability company, hereinafter referred to as Grantee, whose current address is 3103 West Sheryl Drive, Suite 100, Meridian, ID 83642, the following described premises, situated in Canyon County, Idaho, to wit:

LEGAL DESCRIPTION: Real property in the County of Canyon, State of Idaho, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever.

SUBJECT TO: taxes, levies, and assessment for the current year and subsequent years, any matters recorded in the Office of the Recorder for Canyon County Idaho or, if applicable, on file with the Secretary of Black Canyon Irrigation District or that would be revealed by an accurate survey and inspection of the property. Reference to matters of record or on file with the Secretary of Black Canyon are not intended to reimpose any matters that have terminated or expired.

WEST HIGHLANDS LAND DEVELOPMENT LLC,
an Idaho limited liability company

By: Coleman Real Estate Management LLC,
an Idaho limited liability company

Its: Manager

By: Noelle Gambill
Name: Noelle Gambill
Its: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Santa Barbara) ss.

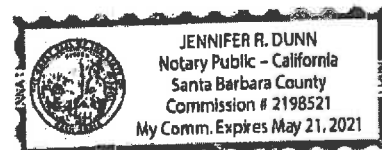
On August 22, 2019 before me, Jennifer R. Dunn, Notary Public, personally appeared Noelle Gambill, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jennifer R. Dunn

(seal)



June 5, 2019

**DESCRIPTION FOR SOUTHERLY PARCEL (PORTION S ½ S ½ SECTION 36)
PROPOSED WEST HIGHLANDS RANCH SUBDIVISION NORTH PORTION**

Government Lot 3 and portions of Government Lots 1, 2 and 4 of Section 36, T.5N., R.3W., B.M., Middleton, Canyon County, Idaho, being more particularly described as follows:

Commencing at a 5/8" iron pin marking the SE corner of Section 36;

Thence along the east boundary line of said Section 36 North 00°01'21" West a distance of 212.00 feet to the POINT OF BEGINNING;

Thence South 89°37'29" West a distance of 383.51 feet to a point

Thence South 00°01'21" East a distance of 142.00 feet to a point on the northerly right-of-way of Willis Road and the northerly boundary of West Highlands Ranch Subdivision No. 1, as filed for record in Book 41 of Plats at Page 30, records of Canyon County, Idaho;

Thence along said northerly right-of-way and boundary the following courses and distances:

Thence South 89°37'29" West a distance of 790.84 feet to a point;

Thence North 45°22'31" West a distance of 70.71 feet to a point;

Thence North 00°22'31" West a distance of 20.00 feet to a point;

Thence South 89°37'29" West a distance of 110.00 feet to a point;

Thence South 00°22'31" East a distance of 20.00 feet to a point;

Thence South 44°37'29" West a distance of 70.71 feet to a point;

Thence South 89°37'29" West a distance of 944.42 feet to a point;

Thence leaving said right-of-way and boundary North 00°22'17" West a distance of 260.28 feet to a point;

Thence North 89°59'03" West a distance of 331.38 feet to a point on the east boundary line of Government Lot 3 of said Section 36;

Thence along said east boundary line South 00°04'14" West a distance of 332.56 feet to the SE corner of Government Lot 3 (the South ¼ corner) of said Section 36;

Thence along the South boundary line of Government Lots 3 and 4 of said Section 36 South 89°37'36" West a distance of 2329.38 feet to a point on the easterly right-of way boundary of that parcel of Willis Road and Emmett Road right-of-way defined per Instrument No. 2010059105, records of Canyon County, Idaho;

Thence along said easterly right-of-way boundary the following courses and distances:

Thence North 0°09'52" East a distance of 25.00 feet to a point;

Thence South 89°37'36" West a distance of 95.43 feet to a point;

Thence North 0°22'24" West a distance of 5.00 feet to a point;

Thence South 89°37'36" West a distance of 27.00 feet to a point;

Thence North 0°22'24" West a distance of 10.00 feet to a point;

Thence South 89°37'36" West a distance of 46.37 feet to a point of curvature;

Thence a distance of 46.61 feet along the arc of a 65.00 foot radius curve right, said curve having a central angle of 41°05'19" and a long chord bearing North 69°48'39" West a distance of 45.62 feet to a point of compound curvature;

Thence a distance of 16.99 feet along the arc of a 37.50 foot radius curve right, said curve having a central angle of 25°57'23" and a long chord bearing North 36°17'18" West a distance of 16.84 feet to a point of compound curvature;

Thence a distance of 33.59 feet along the arc of a 222.49 foot radius curve right, said curve having a central angle of 8°39'05" and a long chord bearing North 18°59'04" West a distance of 33.56 feet to a point of tangency;

Thence North 14°39'32" West a distance of 18.21 feet to a point;

Thence North 89°50'08" West a distance of 15.05 feet to a point;

Thence North 9°56'33" West a distance of 182.86 feet to a point;

Thence North 3°52'05" West a distance of 150.36 feet to a point;

Thence North 1°40'06" West a distance of 250.13 feet to a point;

Thence North 89°50'08" West a distance of 2.00 feet to a point;

Thence North 0°09'52" East a distance of 657.79 feet to a point on the north boundary line of Government Lot 4 of said Section 36;

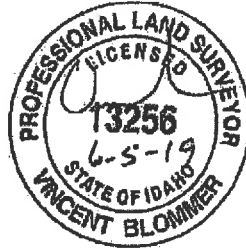
Thence leaving said right-of-way parcel boundary, and along the north boundary line of said Government Lot 4 South 89°58'20" East a distance of 1303.60 feet to the NE corner of said Government Lot 4, also being the NW corner of Government Lot 3 of said Section 36;

Thence along the north boundary line of said Government Lot 3 South $89^{\circ}58'36''$ E a distance of 1328.67 feet to the NE corner of said Government Lot 3, also being the NW corner of Government Lot 2 of said Section 36;

Thence along the north boundary line of said Government Lot 2 South $89^{\circ}58'25''$ East a distance of 1330.42 feet to the NE corner of said Government Lot 2, also being the NW corner of Government Lot 1 of said Section 36;

Thence along the north boundary line of said Government Lot 1 South $89^{\circ}57'36''$ East a distance of 1329.64 feet to the NE corner of said Government Lot 1;

Thence along the east boundary line of said Government Lot 1 South $0^{\circ}01'21''$ East a distance of 1108.24 feet to the **POINT OF BEGINNING**. Said parcel contains 154.36 acres, more or less.





CITY OF MIDDLETON

P.O. Box 487, 6 North Dewey, Middleton, ID 83644
208-585-3133 Fax (208) 585-9601
citmid@middletonidaho.us
www.middleton.id.gov

October 25, 2019

Canyon County Board of Commissioners
c/o Tricia Nilsson, Director Development Services Department
111 11th Avenue
Caldwell, Idaho 83605

Re: Amend Canyon County Code Title 9 Chapter 9
Middleton Area of City Impact Ordinance (Ord. 01-006, 7-6-2001)

Commissioners:

The City of Middleton requests to start discussions with Canyon County to determine if the City and County agree to renegotiate the Middleton area of city impact, plan, and ordinance requirements pursuant to Idaho Code 67-6526(d) for the following reasons.

1. County Ordinance 01-006 was adopted July 6, 2001 and since then there have been significant and material changes in city population, staff expertise, and demand for development in the impact area;
2. City processes, plans and ordinances have been focused and refined to implement duties placed on the city by and according to state law; and
3. The city is prepared and willing to accept more responsibilities under Idaho Code when implementing comprehensive plan policies, zoning and subdivisions ordinances in the impact area.

I.C. 67-6526(e) requires governing boards to submit questions to their respective planning and zoning commissions to make their recommendations to the governing board prior to renegotiation. "Each commission shall have a reasonable time fixed by the governing board to make its recommendations to the governing board" (I.C. 67-6526(e)) and "Renegotiations shall begin within thirty (30) days after written request by the city and shall follow the procedures for original negotiation" I.C. 67-6526(d).

Sincerely,

A handwritten signature in black ink that reads "Darin Taylor".

Mayor Darin Taylor
(208) 697-4354

Enc.: Canyon County Code Title 9 Article 9 and Idaho Code 67-6526

Copy: Chris Yorgason, Yorgason Law Offices PLLC, City Attorney
Bruce Bayne P.E., Public Works Director and Planning and Zoning Official

Article 9 MIDDLETON

09-09-01: TITLE:

This article shall be known as the *MIDDLETON AREA OF CITY IMPACT (PLANS AND ORDINANCES) ORDINANCE*. (Ord. 01-006, 7-6-2001)

09-09-03: STRUCTURE, PURPOSE AND AUTHORITY:

- (1) Structure: Titles and subtitles of this article are only used for organization and structure and the language in each paragraph of this article should control with regard to determining the legislative intent and meaning of the board of county commissioners.
- (2) Purpose: The purpose of these provisions is to promote the public health, safety, general welfare, peace, good order, comfort and convenience of the county and the inhabitants thereof by establishing regulations for the Middleton area of city impact.
- (3) Authority: This article is authorized by Idaho Code 31-801, 31-828 and 67-6526. (Ord. 01-006, 7-6-2001)

09-09-05: REPEALER:

This article repeals the joint exercise of powers for the area of city impact between the city of Middleton and Canyon County (1-14-98), and all other ordinances, regulations, or parts thereof, in conflict herewith. (Ord. 01-006, 7-6-2001)

09-09-07: SAVINGS:

Any actions, civil, criminal or administrative, which are pending at the time of the enactment of this article, may be pursued as if this article had not been enacted. (Ord. 01-006, 7-6-2001)

09-09-09: ANNEXATION:

- (1) Annexation by the city of Middleton shall be limited to those lands lying within the Middleton area of city impact and being contiguous to the boundaries of the city of Middleton, except for those properties outside the Middleton area of city impact and being contiguous to the boundary of the city of Middleton where the owner has requested annexation as provided for in Idaho Code 50-222 et seq.

- (2) Upon annexation, the provisions of this article shall no longer apply to the annexed area. The city of Middleton shall notify the county development services director in writing both when annexations are being considered and when annexations are completed. (Ord. 01-006, 7-6-2001)

09-09-11: APPLICABLE COMPREHENSIVE PLAN AND POLICIES:

- (1) Comprehensive Plan: Canyon County and the city of Middleton shall work cooperatively to develop a joint amendment to the county's comprehensive plan for the Middleton area of city impact. The county's comprehensive plan shall apply in the impact area.
- (2) Hearing Participation: The city may apply at any time to amend the county's comprehensive plan and/or zoning ordinance, as it deems necessary and appropriate, and shall fully participate in the hearing process. Such input will not be binding or controlling, but shall be treated as documentary evidence. The city shall have affected party status pursuant to Idaho Code 67-6521 of the local land use planning act.
- (3) Plan Amendment Proposals: All proposals for amendments to the county comprehensive plan which may appertain to the Middleton area of city impact but which do not originate from the city shall be referred to the city at least thirty (30) calendar days prior to any hearing on such matter and a recommendation may be made before or at said public hearing. If a recommendation is received it shall be given great weight by the county, provided it is factually supported, but such recommendation shall not be binding on the county. If no response is received the county may proceed without the recommendation of the city. A copy of the final decision issued by the county shall be forwarded to the city. If the city does not agree with the request, because it involves a major change in the county's comprehensive plan, the city may request renegotiation of this article as provided in Idaho Code 67-6526(d). A major change is one that is fundamental to the county's comprehensive plan, as determined by the parties.
- (4) Final Document Forwarding: After recommendations have been made and final action has been taken on amendments to the county's comprehensive plan and/or zoning ordinance, the county shall notify the city of said final action by forwarding a copy to the city of all final documents reflecting the action taken by the county. (Ord. 01-006, 7-6-2001)

09-09-13: APPLICABLE ORDINANCES:

The Canyon County zoning ordinance¹ and the Canyon County subdivision ordinance² shall apply in the Middleton area of city impact. (Ord. 01-006, 7-6-2001)

09-09-15: ZONING ORDINANCE AMENDMENT PROPOSALS:

All proposed county ordinance amendments to the text and/or map which may relate to the Middleton area of city impact shall be referred to the city in the same manner as provided for in subsection 09-09-11(3) of this article, except that recommendations received from the city by the county are nonbinding but any factually supported recommendations shall be seriously considered by the county. (Ord. 01-006, 7-6-2001)

09-09-17: APPLICATION PROCEDURES:

(1) Processing Applications: The following procedures shall be adhered to in processing applications within the area of city impact:

A. Land Use Applications: All land use applications submitted to the county including, but not limited to, conditional use permits, variances and land divisions requiring notification of a public hearing, shall be referred to the city in the same manner as provided for in subsection 09-09-11(3) of this article.

B. Substandard Setup; Mobile/Manufactured Homes: Mobile/manufactured homes not set up pursuant to manufacturers' recommendations shall not be allowed in any zone in which the county's zoning ordinance excludes mobile/manufactured homes.

C. Temporary Residence; Mobile/Manufactured Home: The county shall receive input from the city on applications for county temporary mobile/manufactured homes. The city's comments shall be given great weight by the county's development services director and the planning and zoning commission, provided they are factually supported. Those comments shall not be binding on the county. The county appellate procedures apply. County approval of a temporary residence described above does not afford the permit holder any nonconforming use or structure grandfather rights status prior to or upon the city's annexation of the parcel.

D. Planned Unit Developments: A "planned unit development" shall be defined as it is defined in section 07-02-03 of this code, as amended. Such definition is incorporated by reference herein.

E. Subdivision Plat Applications: All subdivision plat applications shall first be directed to the county's development services director. The director shall make a determination whether the planned use conforms to the county's comprehensive plan, zoning designation, and zoning ordinances. If it does conform as an allowed use, the director shall send a letter to the city confirming the same, and for residential developments indicate a minimum lot size. The city shall then review the plat applications and shall render an opinion and recommendation to the county's development services director. Thereafter, the applications shall be reviewed for approval in accordance with the hearing procedures set forth in chapter 7, article 5 of this code in order to determine whether the applications comply with the requirements of the Canyon County subdivision ordinance³.

F. Nonconforming Uses: If the application does not conform to the county zoning designation as an "allowed use", the applicant may elect to pursue amendments to the county's comprehensive plan and/or zoning map or make application for a planned unit development, all in accordance with procedures outlined in subsection 09-09-11(3) of this article and applicable sections of the county zoning ordinance.

G. Subdivision Defined: All land divisions defined as "subdivisions" by county ordinances shall be considered subdivision for the purposes of this article.

(2) Planned Unit Developments: All planned unit development applications for development within the area of city impact shall be directed first to the county's development services director for consideration by the county's planning and zoning commission. It shall be referred to the city in the same manner as provided in subsection 09-09-11(3) of this article. When granting an application for a planned unit development/conditional use permit, the commission may attach conditions of approval which include, but are not limited to, the following:

A. The types and relative quantities of uses to be permitted;

- B. The relative quantity and nature of all common areas to be provided as a condition of permit;
 - C. Minimum lot size, if applicable, as a condition of permit.
- (3) Referral Process: If the planned unit development/conditional use permit is approved, the application shall be forwarded to the city with approval documents indicating the conditions of approval enumerated above. The application shall then be processed as a subdivision plat application pursuant to the procedures outlined in subsection (1)E of this section. All planned unit developments in the city impact area shall be platted.
- (4) City Impact Area Representation: Recommendations for city impact area representation on the county planning and zoning commission may be made by the city to the board of county commissioners at any time and will be acted upon by said board as the need arises and as they deem appropriate.
- (5) City/County Internal Procedures: Each party to this referral process shall determine its own internal procedure as may be deemed appropriate and adequate for making recommendations to the other party on proposed actions and on its handling of proposed amendments to its own plan and/or ordinances. Appeals of decisions by each party shall be processed by the party responsible for the decision and in accordance with the internal procedures of that party. (Ord. 01-006, 7-6-2001)

09-09-19: AMENDMENT:

- (1) In accordance with Idaho Code 67-6526(d), the city of Middleton or the board of Canyon County commissioners may request, in writing, the renegotiation of any provision of this article at any time. Within thirty (30) days of receipt of such written request by either party, an initial meeting between the two (2) jurisdictions should occur. If the parties agree to amend this article, hearings to enact such amendments shall be scheduled before the parties' respective planning and zoning commissions with ultimate approval resting with the board of county commissioners and the city council. If the parties are unable to agree to amend this article, either party may elect to submit the issues to the committee of nine (9) persons pursuant to Idaho Code 67-6526(b).
- (2) While renegotiation is occurring, all provisions of this article shall remain in effect until this article is amended or a substitute ordinance is adopted by both Middleton and Canyon County, in accordance with the notice and hearing procedures provided in title 67, chapter 65 of Idaho Code, or until a declaratory judgment from district court is final.
- (3) Amendments to this article shall be processed using the notice and hearing requirements of Idaho Code 67-6509. (Ord. 01-006, 7-6-2001)

09-09-21: SEVERABILITY:

Should any action or provision of this article be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or a part thereof other than the part declared to be unconstitutional or invalid. (Ord. 01-006, 7-6-2001)

09-09-23: IMPACT AREA MAP:

- (1) Title: This section shall be known as the *CANYON COUNTY ORDINANCE RE: CITY OF MIDDLETON IMPACT AREA MAP*.
- (2) Authority: This section is enacted pursuant to Idaho Code 67-6526, of the local planning act of 1975, Idaho Code 31-714, 31-801, and 31-828 and article 12, section 2 of the Idaho constitution, as amended or subsequently modified.
- (3) Purpose: The local planning act of 1975 requires that each county and each city in the state of Idaho shall identify by ordinance an area of city impact within the unincorporated area of the county and shall, in accordance with the notice and hearing procedures provided in Idaho Code 67-6509, adopt by ordinance a map identifying that area of city impact.
- (4) Repealer: The Middleton area of city impact map ordinance repeals the Middleton area of city impact map adopted in ordinance 05-010 and all other ordinances, regulations, or parts thereof in conflict herewith.
- (5) Savings: Any actions, civil, criminal, or administrative, which are pending at the time of the enactment hereof, may be pursued as if this section had not been enacted.
- (6) City Impact Area Map:
 - A. Area Designated: The Middleton area of city impact is the area designated on the Middleton area of city impact boundary map (attached as exhibit A to the ordinance codified herein), hereby fully incorporated by reference, copies of which are available for inspection at the office of the clerk of the city of Middleton and at the Canyon County development services department.
 - B. Jurisdiction: In case a property under single ownership is divided by the boundary line of the Middleton area of city impact and any other area of city impact boundary, if such line divides such property so that one or both of the parts has a depth of three hundred feet (300') or less, such part may be included in the jurisdiction within which the remainder and larger portion of the property is located.
 - C. Exception: In the case where a property under a single ownership is divided by the boundary line of the Middleton area of city impact only, the smaller portion of such property may, without the three hundred foot (300') limitation stated above, be included in the jurisdiction within which the larger portion of the property is located.
- (7) Severability: Should any action or provision of this section be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this section as a whole or a part thereof other than the part declared to be unconstitutional or invalid. (Ord. 06-010, 8-17-2006)

Footnote 1: See chapter 7 of this code.

Footnote 2: See chapter 7, article 17 of this code.

Footnote 3: See chapter 7, article 17 of this code.



Idaho Statutes

TITLE 67

STATE GOVERNMENT AND STATE AFFAIRS

CHAPTER 65

LOCAL LAND USE PLANNING

67-6526. AREAS OF CITY IMPACT – NEGOTIATION PROCEDURE. (a) The governing board of each county and each city therein shall adopt by ordinance following the notice and hearing procedures provided in section 67-6509, Idaho Code, a map identifying an area of city impact within the unincorporated area of the county. A separate ordinance providing for application of plans and ordinances for the area of city impact shall be adopted. Subject to the provisions of section 50-222, Idaho Code, an area of city impact must be established before a city may annex adjacent territory. This separate ordinance shall provide for one (1) of the following:

- (1) Application of the city plan and ordinances adopted under this chapter to the area of city impact; or
- (2) Application of the county plan and ordinances adopted under this chapter to the area of city impact; or
- (3) Application of any mutually agreed upon plan and ordinances adopted under this chapter to the area of city impact.

Areas of city impact, together with plan and ordinance requirements, may cross county boundaries by agreement of the city and county concerned if the city is within three (3) miles of the adjoining county.

(b) If the requirements of section 67-6526(a), Idaho Code, have not been met, either the city or the county may demand compliance with this section by providing written notice to the other of said demand for compliance. Once a demand has been made, the city shall select its representative as hereinafter provided, within thirty (30) days of said demand, and the process set forth in this subsection shall commence. The county commissioners for the county concerned, together with three (3) elected city officials designated by the mayor of the city and confirmed by the council, shall, within thirty (30) days after the city officials have been confirmed by the council, select three (3) city or county residents. These nine (9) persons shall, by majority vote, recommend to the city and county governing boards an area of city impact together with plan and ordinance requirements. The recommendations shall be submitted to the governing boards within one hundred eighty (180) days after the selection of the three (3) members at large and shall be acted upon by the governing boards within sixty (60) days of receipt. If the city or county fails to enact ordinances providing for an area of city impact, plan, and ordinance requirements, either the city or county may seek a declaratory judgment from the district court identifying the area of city impact, and plan and ordinance requirements. In defining an area of city impact, the following factors shall be considered: (1) trade area; (2) geographic factors; and (3) areas that can reasonably be expected to be annexed to the city in the future.

(c) If areas of city impact overlap, the cities involved shall negotiate boundary adjustments to be recommended to the respective city

councils. If the cities cannot reach agreement, the board of county commissioners shall, upon a request from either city, within thirty (30) days, recommend adjustments to the areas of city impact which shall be adopted by ordinance by the cities following the notice and hearing procedures provided in section 67-6509, Idaho Code. If any city objects to the recommendation of the board of county commissioners, the county shall conduct an election, subject to the provisions of section 34-106, Idaho Code, and establish polling places for the purpose of submitting to the qualified electors residing in the overlapping impact area, the question of which area of city impact the electors wish to reside. The results of the election shall be conclusive and binding, and no further proceedings shall be entertained by the board of county commissioners, and the decision shall not be appealable by either city involved. The clerk of the board of county commissioners shall by abstract of the results of the election, certify that fact, record the same and transmit copies of the original abstract of the result of the election to the clerk of the involved cities.

* (d) Areas of city impact, plan, and ordinance requirements shall remain fixed until both governing boards agree to renegotiate. In the event the city and county cannot agree, the judicial review process of subsection (b) of this section shall apply. Renegotiations shall begin within thirty (30) days after written request by the city or county and shall follow the procedures for original negotiation provided in this section.

* (e) Prior to negotiation or renegotiation of areas of city impact, plan, and ordinance requirements, the governing boards shall submit the questions to the planning, zoning, or planning and zoning commission for recommendation. Each commission shall have a reasonable time fixed by the governing board to make its recommendations to the governing board. The governing boards shall undertake a review at least every ten (10) years of the city impact plan and ordinance requirements to determine whether renegotiations are in the best interests of the citizenry.

(f) This section shall not preclude growth and development in areas of any county within the state of Idaho which are not within the areas of city impact provided for herein.

(g) If the area of impact has been delimited pursuant to the provisions of subsection (a)(1) of this section, persons living within the delimited area of impact shall be entitled to representation on the planning, zoning, or the planning and zoning commission of the city of impact. Such representation shall as nearly as possible reflect the proportion of population living within the city as opposed to the population living within the areas of impact for that city. To achieve such proportional representation, membership of the planning, zoning or planning and zoning commission, may exceed twelve (12) persons, notwithstanding the provisions of subsection (a) of section 67-6504, Idaho Code. In instances where a city has combined either or both of its planning and zoning functions with the county, representation on the resulting joint planning, zoning or planning and zoning commission shall as nearly as possible reflect the proportion of population living within the impacted city, the area of city impact outside the city, and the remaining unincorporated area of the county. Membership on such a joint planning, zoning or planning and zoning commission may exceed twelve (12) persons, notwithstanding the provisions of subsection (a) of section 67-6504, Idaho Code.

History:

[67-6526, added 1975, ch. 188, sec. 2, p. 515; am. 1977, ch. 155, sec. 1, p. 396; am. 1979, ch. 87, sec. 1, p. 212; am. 1993, ch. 55, sec. 1, p. 150; am. 1995, ch. 118, sec. 97, p. 506; am. 1996, ch. 116, sec. 2, p. 428; am. 1999, ch. 251, sec. 1, p. 651; am. 2002, ch. 333, sec. 6, p. 947.]

How current is this law?

Search the Idaho Statutes and Constitution



Idaho Statutes

TITLE 67

STATE GOVERNMENT AND STATE AFFAIRS

CHAPTER 65

LOCAL LAND USE PLANNING

67-6526. AREAS OF CITY IMPACT – NEGOTIATION PROCEDURE. (a) The governing board of each county and each city therein shall adopt by ordinance following the notice and hearing procedures provided in section 67-6509, Idaho Code, a map identifying an area of city impact within the unincorporated area of the county. A separate ordinance providing for application of plans and ordinances for the area of city impact shall be adopted. Subject to the provisions of section 50-222, Idaho Code, an area of city impact must be established before a city may annex adjacent territory. This separate ordinance shall provide for one (1) of the following:

- (1) Application of the city plan and ordinances adopted under this chapter to the area of city impact; or
- (2) Application of the county plan and ordinances adopted under this chapter to the area of city impact; or
- (3) Application of any mutually agreed upon plan and ordinances adopted under this chapter to the area of city impact.

Areas of city impact, together with plan and ordinance requirements, may cross county boundaries by agreement of the city and county concerned if the city is within three (3) miles of the adjoining county.

(b) If the requirements of section 67-6526(a), Idaho Code, have not been met, either the city or the county may demand compliance with this section by providing written notice to the other of said demand for compliance. Once a demand has been made, the city shall select its representative as hereinafter provided, within thirty (30) days of said demand, and the process set forth in this subsection shall commence. The county commissioners for the county concerned, together with three (3) elected city officials designated by the mayor of the city and confirmed by the council, shall, within thirty (30) days after the city officials have been confirmed by the council, select three (3) city or county residents. These nine (9) persons shall, by majority vote, recommend to the city and county governing boards an area of city impact together with plan and ordinance requirements. The recommendations shall be submitted to the governing boards within one hundred eighty (180) days after the selection of the three (3) members at large and shall be acted upon by the governing boards within sixty (60) days of receipt. If the city or county fails to enact ordinances providing for an area of city impact, plan, and ordinance requirements, either the city or county may seek a declaratory judgment from the district court identifying the area of city impact, and plan and ordinance requirements. In defining an area of city impact, the following factors shall be considered: (1) trade area; (2) geographic factors; and (3) areas that can reasonably be expected to be annexed to the city in the future.

(c) If areas of city impact overlap, the cities involved shall negotiate boundary adjustments to be recommended to the respective city

councils. If the cities cannot reach agreement, the board of county commissioners shall, upon a request from either city, within thirty (30) days, recommend adjustments to the areas of city impact which shall be adopted by ordinance by the cities following the notice and hearing procedures provided in section 67-6509, Idaho Code. If any city objects to the recommendation of the board of county commissioners, the county shall conduct an election, subject to the provisions of section 34-106, Idaho Code, and establish polling places for the purpose of submitting to the qualified electors residing in the overlapping impact area, the question of which area of city impact the electors wish to reside. The results of the election shall be conclusive and binding, and no further proceedings shall be entertained by the board of county commissioners, and the decision shall not be appealable by either city involved. The clerk of the board of county commissioners shall by abstract of the results of the election, certify that fact, record the same and transmit copies of the original abstract of the result of the election to the clerk of the involved cities.

(d) Areas of city impact, plan, and ordinance requirements shall remain fixed until both governing boards agree to renegotiate. In the event the city and county cannot agree, the judicial review process of subsection (b) of this section shall apply. Renegotiations shall begin within thirty (30) days after written request by the city or county and shall follow the procedures for original negotiation provided in this section.

(e) Prior to negotiation or renegotiation of areas of city impact, plan, and ordinance requirements, the governing boards shall submit the questions to the planning, zoning, or planning and zoning commission for recommendation. Each commission shall have a reasonable time fixed by the governing board to make its recommendations to the governing board. The governing boards shall undertake a review at least every ten (10) years of the city impact plan and ordinance requirements to determine whether renegotiations are in the best interests of the citizenry.

(f) This section shall not preclude growth and development in areas of any county within the state of Idaho which are not within the areas of city impact provided for herein.

(g) If the area of impact has been delimited pursuant to the provisions of subsection (a)(1) of this section, persons living within the delimited area of impact shall be entitled to representation on the planning, zoning, or the planning and zoning commission of the city of impact. Such representation shall as nearly as possible reflect the proportion of population living within the city as opposed to the population living within the areas of impact for that city. To achieve such proportional representation, membership of the planning, zoning or planning and zoning commission, may exceed twelve (12) persons, notwithstanding the provisions of subsection (a) of section 67-6504, Idaho Code. In instances where a city has combined either or both of its planning and zoning functions with the county, representation on the resulting joint planning, zoning or planning and zoning commission shall as nearly as possible reflect the proportion of population living within the impacted city, the area of city impact outside the city, and the remaining unincorporated area of the county. Membership on such a joint planning, zoning or planning and zoning commission may exceed twelve (12) persons, notwithstanding the provisions of subsection (a) of section 67-6504, Idaho Code.

History:

[67-6526, added 1975, ch. 188, sec. 2, p. 515; am. 1977, ch. 155, sec. 1, p. 396; am. 1979, ch. 87, sec. 1, p. 212; am. 1993, ch. 55, sec. 1, p. 150; am. 1995, ch. 118, sec. 97, p. 506; am. 1996, ch. 116, sec. 2, p. 428; am. 1999, ch. 251, sec. 1, p. 651; am. 2002, ch. 333, sec. 6, p. 947.]

How current is this law?

Search the Idaho Statutes and Constitution



Idaho Statutes

TITLE 67

STATE GOVERNMENT AND STATE AFFAIRS

CHAPTER 65

LOCAL LAND USE PLANNING

67-6525. PLAN AND ZONING ORDINANCE CHANGES UPON ANNEXATION OF UNINCORPORATED AREA. Prior to annexation of an unincorporated area, a city council shall request and receive a recommendation from the planning and zoning commission, or the planning commission and the zoning commission, on the proposed plan and zoning ordinance changes for the unincorporated area. Each commission and the city council shall follow the notice and hearing procedures provided in section 67-6509, Idaho Code. Concurrently or immediately following the adoption of an ordinance of annexation, the city council shall amend the plan and zoning ordinance.

History:

[67-6525, added I.C., sec. 67-6525, as added by 1975, ch. 188, sec. 2, p. 515.]

How current is this law?

Search the Idaho Statutes and Constitution

MEMORANDUM OF UNDERSTANDING
Between
THE IDAHO TRANSPORTATION DEPARTMENT, DISTRICT 3
And
THE CITY OF MIDDLETON

I. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to document the project and plans that have been discussed to date between the Idaho Transportation Department, District 3 (ITD D3) and the City of Middleton, Idaho (City) to support the groundwork laid between Mayor Darin Taylor and ITD D3 staff regarding the transportation needs of the City.

II. AUTHORITY:

This MOU is entered into pursuant to Idaho Code Section 50-301 and Sections 67-2326 through 67-2333, Idaho Code, and any other provisions of state or federal law or regulation directly pertaining to the memorandum.

III. RESPONSIBILITIES AND PROCEDURES:

ITD D3 and the City agree as follows:

- State Highway 44 (SH-44)
 - SH-44 is the only east-west road through downtown Middleton; the next closest east-west through road is Purple Sage Road, two miles north.
 - Traffic congestion on SH-44 downtown ruins the small-town feel Middleton residents' desire.
 - The City is implementing the transportation-related policies and maps in the City's comprehensive plan to relieve congestion downtown on SH-44 downtown, including:
 - Increasing north-south vehicle, bicycle and pedestrian routes along section- and quarter-section lines through town identified as Emmett Road, Hartley Lane, Cemetery Road, Middleton Road and Duff Lane; and
 - Increasing the east-west vehicle, bicycle and pedestrian routes along section- and quarter-section lines through town identified as River Street, Ninth Street, Willis Road, and Meadow Park Street.

- River Street is the only east-west local transportation route planned by the City between the Boise River and SH-44 with planned intersections with Emmett Road, Hartley Lane, Cemetery Road, Crane Creek Way and Middleton Road.
- The City has acquired land between Middleton Road and Whiffin Lane, in the City for multiple purposes; one of which is to construct River Street to the City's local collector road standard, in cooperation with developers, as vacant land develops.
- River Street alignment transects existing the City's Centennial Grove Park, which will be removed when River Street is constructed.
- The City and ITD D3 believe it is in the best interest of the traveling public to preserve an east-west transportation corridor south of existing SH-44 and North of the Boise River for an alternate SH-44 route to remove state highway traffic from downtown.
- ITD D3 is working through the National Environmental Protection Act (NEPA) process and expects to have a final, federally accepted document by summer 2021. This document is expected to include the SH-44 Alternate Route South of the existing SH-44 and North of the Boise River. Once this document is approved, ITD D3 will design and construct the SH-44 Alternate Route at its sole expense.
- All or a portion of SH-44 Alternate Route appears on the same alignment with River Street, necessitating coordination and cooperation between ITD D3 and the City.
- The parties acknowledge eventually the city will convey real property to ITD D3 that may or may not contain River Street and/or other transportation and utility improvements, and eventually ITD D3 will convey a segment of existing SH-44 to the City.
- To maintain safety and mobility along the River Street/SH-44 Alternate Route alignment, accesses will be limited to Emmett Road, Hartley Lane, Cemetery Road, Middleton Road. In other cases, the use of frontage or backage roads to ensure adequate local traffic circulation will likely be required.
- The City acknowledges that eventually pertinent segment(s) of River Street will be conveyed to ITD in order for ITD at its sole expense to construct the SH-44 Alternate Route on the same alignment and that it will be converted to state highway standards.
- Once the future SH-44 Alternate Route is constructed (currently unfunded), ITD will repair drainage at an acceptable condition in the City's sole discretion and convey a segment of existing SH-44 to the City as a local road, to be

maintained and managed by the City, including the existing traffic signal at SH-44/North Middleton Road intersection and the traffic signal at SH-44/Hartley Lane intersection that is being designed for construction in 2020.

- The parties anticipate future discussions and agreements to continue the planned improvements discussed in this MOU.
- Intersection control
 - Current transportation plans adopted by the City show roundabouts as intersection controls at section and quarter-section lines intersections throughout town, including SH-44 intersections with Emmett Road, Cemetery Road, Middleton Road, Duff Lane, Lansing Lane, Kingsbury Road, and Blessenger Road.
 - ITD D3 acknowledges that roundabouts are the City's preferred intersection control type.
 - ITD D3 is coordinating with the City on design and future construction of these intersection improvements on the existing SH-44, potentially before the construction of the alternate route. ITD standard highway specifications are to be used for all structural roadway components, but Idaho Standards for Public Works Construction (ISPWC) standards for non-structural roadway components, in anticipation of the eventual relinquishment of the existing SH-44 to the City, are acceptable.

LIMITATIONS:

Nothing in this MOU between ITD D3 and the City shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the state of Idaho and of the United States.

Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests at their own expense. Neither party is or shall be required to provide indemnification of the other party.

EFFECTIVE DATE:

This MOU is non-binding and is only to memorialize discussion between the City and ITD D3 regarding transportation issues.

METHOD OF TERMINATION:

This MOU is non-binding and is only to memorialize discussion between the City and ITD D3

regarding transportation issues.

SIGNATURES:

City of Middleton

Idaho Transportation Department, D3

By: _____

By: _____

Darin Taylor, Mayor

Amy Revis, ITD D3 Administrator

Date

Date

Middleton Ground Water Monitoring Well Map

Main Street

Whiffin Lane

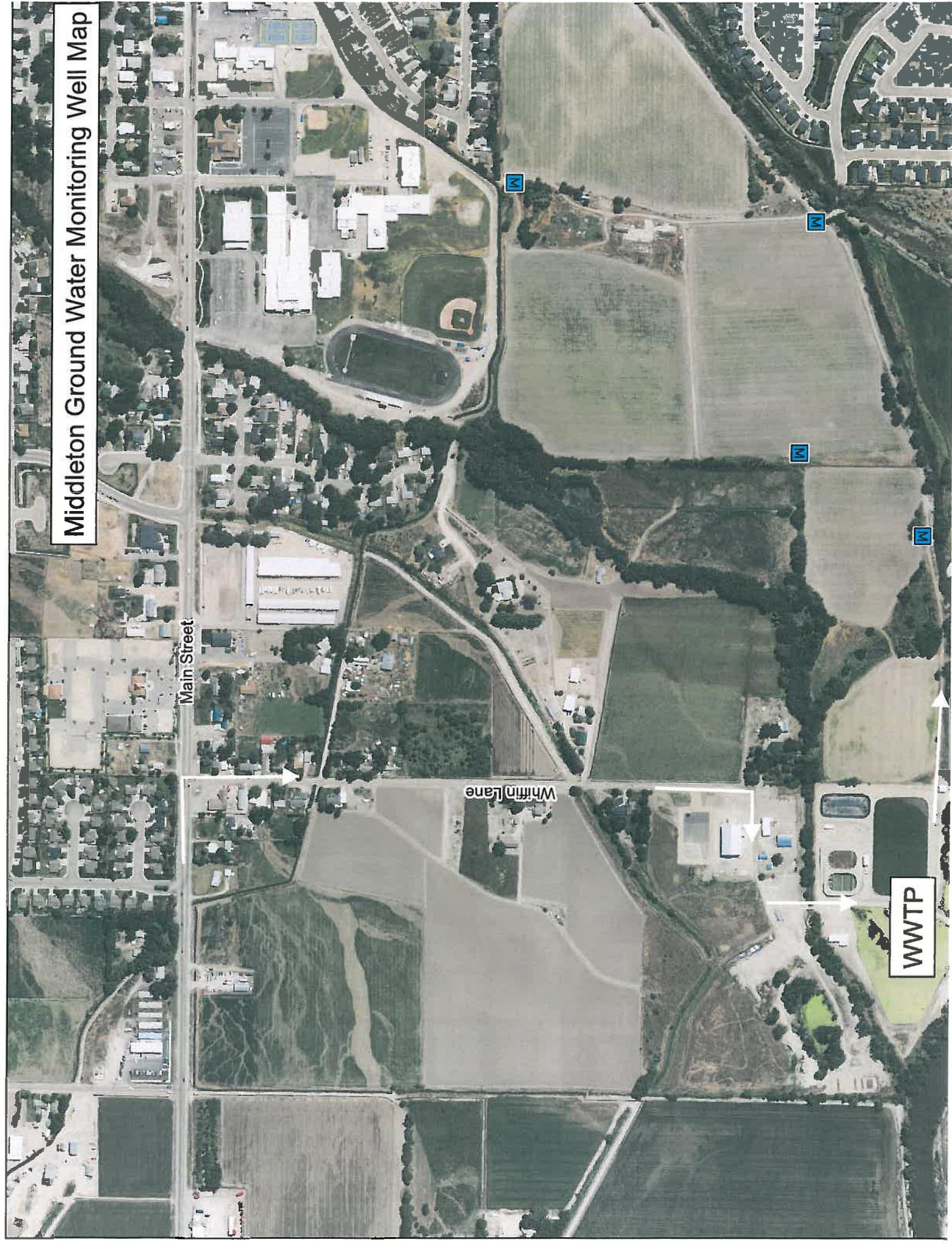
WWTP

M

M

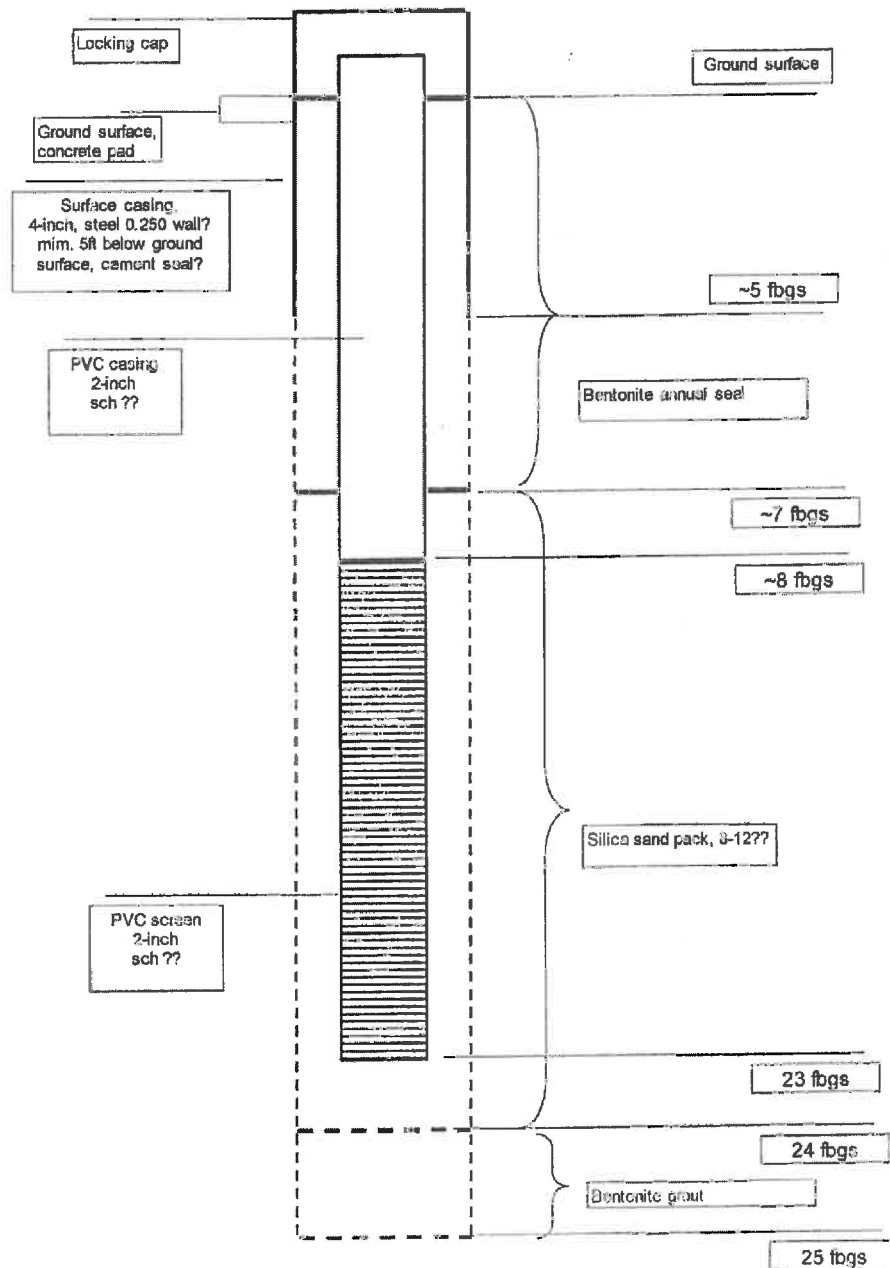
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Preliminary – for discussion only

Monitoring well design



HAZ-TECH DRILLING, INC.
1798 E PLAZA LOOP
NAMPA, ID., 83687
PH: (208) 461-7277 OR (800) 359-1502
FAX: (208) 461-5211

PROPOSAL

TO: CITY OF MIDDLETON
C/O
CIVIL DYNAMICS
ATTN: MIKE MARTIN

DATE : 10/26/2019
INVOICE # XX
PROJECT: CITY OF MIDDLETON
WWTP
MIDDLETON, ID.
TERMS : **NET 30 DAYS**

DESCRIPTION	UNITS EST	UNIT PRICE	AMOUNT EST
*****	*****	*****	*****
MOB-DEMOB TRUCK MOUNT	1.00	\$500.00	\$500.00
DRILL & INSTALLED 2" WELLS, EACH	4.00	\$2,000.00	\$8,000.00
WELL DEVELOPMENT, EACH (IF NEEDED)	0.00	\$250.00	\$0.00

		TOTAL AMOUNT EST:	\$8,500.00

4 MONITOR WELLS TO 25' WITH 15' OF SCREEN IN EACH WELL

SCOTT CORN



CASCADE

DRILLING | TECHNICAL SERVICES

Account Name Civil Dynamics
Address 305 Corneli Street
Middleton, ID 83644
Contact Name Micheal Martin
Email mlke@civildynamics.net
Phone (208) 453-2628

Bid Date 10/30/2019
Quote Number 00048964
Quote Revision 10/30/2019 10:26 AM
Date
Opportunity Name Civil Dynamics - Civil Dynamics Middleton ID
MW - Auger - 00136862
Work Site Middleton ID
Middleton, ID 83644

Cascade Rep Contact Information

Prepared By Jeff Townsend

Phone (208) 345-0878
Email jtownsend@cascade-env.com

Scope of Work

Mob to Middleton ID site. Conduct H&S mtg. & site walk. Auger Drill, sample & install 4-25-2" MW's. install flush monuments. Develop Wells. Decon between locations. Drum IDW.

Quantity	Product	Product Description	Unit	Sales Price	Optional	Subtotal
1.00	Mob/Demob	Lump Sum: To Middleton ID Site	Each	\$195.00		\$195.00
4.00	Monitoring Wells	Each: 2" Sch 40 Monitoring Wells		\$2,950.00		\$11,800.00

Pre-Tax Total \$11,995.00
Tax Percentage 0.0000%
Taxes \$0.00
Quote Total \$11,995.00

This quote is based on information provided by you and is valid for 45 days from the bid date. Your firm is responsible for 1) Obtaining any site specific permits, 2) Locating and clearly marking underground installations or utilities, 3) Furnishing dig Alert numbers at least three working days prior to scheduled start date and proof of private locating services, 4) Obtaining access to site with no overhead wires within 20' of the holes. On-site soil disposal, unless Cascade expressly assumes responsibility in writing. Cascade shall not be responsible for damages to underground improvements not clearly and accurately marked.

If bedrock, cobbles, flowing sands or other adverse or unsafe drilling conditions are encountered, drilling may continue on a time and materials basis or be terminated at the discretion of Cascade. Additional costs may apply if scope is significantly changed. Prices assume standard labor rates and no work hour restrictions. Proposal is subject to final review of terms and conditions.

Signature of Client/ Owner Authorized Representative

Name & Title of Authorized Representative and Company

Date

Signature of Authorized Cascade Representative

Jeff Townsend Ops. Mgr.
Name & Title of Authorized Cascade Representative

Date

Cascade provides management of investigation derived waste. Call us today for information on a full range of additional options to meet your drilling needs.