



AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday, August 21, 2019
Location: 6 N. Dewey Ave., Middleton, Idaho

Time: 6:30 p.m.

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

Information: Rosanna Andersen, report about Middleton's first Constitution Camp

Action Items

1. Consent Agenda (items of routine administrative business)
 - a) Consider approving minutes for Council's August 7, 2019 meeting.
 - b) Consider ratifying August 19, 2019 payroll in an amount of \$95,514.56 and approving accounts payable thru August 9, 2019 in the amount of \$243,739.07.
 - c) Consider approving a Special Community Events permit and waiving the application fee for the Middleton Middle School cross country meets 2:00-8:00 p.m. on September 5, 2019 and September 26, 2019.
2. Consider approving a Special Community Events permit and waiving the application fee for the Bubble Fun Run to raise funds for 3-year old Mason Nysted who needs a liver transplant.
3. Re-consider whether or not to sell Davis Park based on information available now that was not available when council decided to sell the park.
4. Consider purchasing a back-up-power generator for Falcon Valley Booster Station from the lowest responsive, responsible bidder Western States in an amount not to exceed \$48,750. This piece of equipment is estimated to be delivered in 15-17 weeks from the date ordered.
5. Consider awarding the bid to construct Falcon Valley Booster Station to Star Construction, the lowest responsive, responsible bidder in an amount not to exceed \$481,787.
6. Consider approving Proposal No. 24682 with Lytle Signs Inc. to remove, dispose of, and reface three existing single-sided monuments in an amount not to exceed \$7,116.
7. Consider entering into a Shared Agency Agreement with Spillman Technologies, Inc. for law-enforcement technology services and approve Quote No. 190226 in an amount not to exceed \$28,456.25.
8. Consider entering into a Master Lease Agreement (Municipal) with The Bancorp Bank to fund annually, renewable for four years, the lease of five 2019 Dodge Charger police cars with all-wheel drive and fully-equipped with lights, sirens and radios in an annual amount not to exceed \$65,000.
9. **Public Hearing.** Consider approving Resolution 425-19 to include \$131,251 foregone revenue in the Fiscal Year 2020 Budget.

Public Comments, Mayor and Council Comments, Adjourn

Posted by: _____

Dawn M. Dalton, Deputy Clerk

Date: August 19, 2019 12:30 p.m.

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



1A

**MIDDLETON CITY COUNCIL
AUGUST 7, 2019**

The Middleton City Council meeting on August 7, 2019 was called-to-order at 6:40 p.m. by Mayor Darin Taylor, who introduced City Attorney Chris Yorgason, Deputy Clerk Dawn Dalton, and City Treasurer Wendy Miles.

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

Action Items

1. **Consent Agenda (items of routine administrative business)**
 - a) **Consider approving minutes for Council's July 15 and 17, 2019 meetings.**
 - b) **Consider ratifying July 19 and August 2, 2019 payrolls in an amount of \$102,607.64 and \$72,678.44, and approving accounts payable thru July 31, 2019 in the amount of \$251,400.29.**
 - c) **Consider approving Special Community Events permit for the Middleton High School Homecoming Parade.**

Mayor Darin Taylor called and introduced the agenda items.

Motion: Motion by Council President Kiser to approve consent agenda items a thru c was seconded by Council Member Furner and carried unanimously.

2. **Consider ratifying city approval of Lytle Signs Inc.'s Proposal #24519 to relocate the Perfection Tire pole sign, to make room for intersection control, in an amount not to exceed \$6,719.**

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

Motion: Motion by Council President Kiser to approve the proposal from Lytle Signs Inc. was seconded by Council Member Garner and carried unanimously.

3. **Continued Public Hearing: Consider adopting Ordinance No. 620 amending Title 5 of the Middleton City Code (third reading).**

Mayor Taylor called the agenda item, opened the public hearing at 6:50 p.m., introduced the item, and asked if anyone in the audience would like to speak to this item: none.

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 waive the third reading and adopt Ordinance No. 620 with the addition of the wording regarding accessory structures, was seconded by Council Member Huggins and carried unanimously by roll call vote. Mayor Taylor closed the public hearing at 7:16 p.m.

4. Public Hearing. Consider adopting Ordinance No. 622 for Fiscal Year 2020 Annual Appropriations.

Mayor Taylor called the agenda item, opened the public hearing at 7:17 p.m., and City Treasure Wendy Miles described the proposed Fiscal Year 2020 budget by fund. Mayor Taylor asked if anyone in the audience would like to speak to this item: **James Taylor** asked why the administrative salaries were being increased so much and why Council felt that the incoming mayor was worth less than the current mayor. **Rob Wickstrum** asked what the new (tax roll) construction total budgeted was, and Mrs. Miles responded \$219,056. Mayor Taylor responded to James Taylor that the administrative salaries were combined into one fund compared to the current fiscal year where they were separated into different funds. Council Member Huggins stated that the decrease in the Mayor's salary was not a reflection on the incoming mayor rather than things changing and that there would still be room for a raise for the next mayor if the council saw fit at the proper time.

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 waive the three-reading rule and adopt Ordinance No. 622 was seconded by Council Member Huggins and carried unanimously by roll call vote. Mayor Taylor closed the public hearing at 7:46 p.m.

5. Public Hearing. Consider adopting Ordinance No. 623 amending Title 1 Chapter 5 Sections 1-5-1(B) and 1-5-2 (B) and (C) of the Middleton City Code decreasing the mayor's salary from \$4,333 to \$3,000 monthly and increasing city council members' salaries from \$450.00 to \$550.00 monthly and city council president's salary from \$600.00 to \$750.00 monthly; and amending Title 4 Chapter 2 Section 1 to prevent code conflicts regarding transportation standards.

Mayor Taylor called the agenda item, opened the public hearing at 7:48 p.m., introduced the item, and asked if anyone in the audience would like to speak to this item: none.

Council Member Huggins voiced that she was impartial either way to the change in the Council salaries but that there had not been a raise in at least eight years that she could recall and, especially with all the projects coming up in the city and with new council members that could be elected, a lot of time would be placed on preparation and so forth regarding the position. When it came to the mayor's salary, the new mayor would still have room for a raise based on the feeling of the council and the mayor's performance.

Motion: Motion by Council President Kiser to waive the three-reading rule and adopt Ordinance No. 623 was seconded by Council Member Huggins and carried unanimously by roll call vote. Mayor Taylor closed the public hearing at 7:58 p.m.

Information

Larry Rupp of Keller Associates gave an update on the city's wastewater master plan.

Public Comments: **James Taylor** reiterated that he felt that the new construction in the city needs to be paying higher impact fees to cover costs to city hookups and improvements in the wastewater master plan just talked about, even double or triple the current impact fee amounts. He also thanked councilors for all their hard work and encourage them to implement an employee performance review in order to look after the current city staff.

Mayor and Council Comments: Mayor Taylor updated the Council on the auction of Davis Park and informed the Council that the auction would still be held on August 14, 2019 at noon at City Hall. Prior to auction, bidders would be informed that the sale would be subject to council's reconsideration about selling the property at its regularly scheduled meeting on August 21, 2019. Bidder funds would be received and held by the city until Council's decision on August 21, 2019. Council Member Furner wanted to respond to James Taylor's public comments and let him know that there was a review process in place and that the council members had the interests of all city employees in mind.

Adjourn: Mayor Taylor adjourned the meeting at 8:47 p.m.

ATTEST:

Darin Taylor, Mayor

Dawn M. Dalton, Deputy Clerk
Minutes Approved: August 21, 2019

1C



CITY OF MIDDLETON

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ADMINISTRATION

SPECIAL COMMUNITY EVENTS
APPLICATION/AGREEMENT/PERMIT
REV 8/17



Date: 8/7/19

Middleton City Code Section 3-2 Special Events.

I. General Information:

Event Name: Middle School Cross Country Meet

Event Dates(s) / Time(s): Sept. 5th & Sept. 26th 2:00-8:00pm

Event Location: Middleton Place Park

II. Applicant / Sponsoring Organization Information:

Applicant Name: Middleton Middle School

Sponsoring organization Name: _____

Are you a non-profit corporation? Yes ☒ no ☐ if yes, 501c(3) ☐ or 501c(6) ☐.

Address: 511 W. Main St.

City: Middleton State ID Zip: 83644

Phone: 208-585-3251 ; Cell Phone: _____

Fax: _____ ; Email: _____

On-Site/Emergency Contact Name: Dale Karst

Address: 1209 Willow St.

City: Caldwell State ID Zip: 83605

Cell Phone: 208-249-8467 ; Email: dkarst@msd134.org

III. Brief Description and Purpose of Event: _____



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IV. Street Closure Request:

List any street(s) or lanes of streets requiring temporary street closure for the event. Include street name(s) indicating beginning and end points of the closing, date and time of closing and reopening:

1. Cornell - from Middleton PD to Park Place Way (EAST)

2. _____

3. _____

No permanent alteration to the street will be permitted.

Note: Permit from Idaho Transportation Department or Canyon County Highway District #4 may be required, depending on location.

V. Site Plan. A Site Plan must be attached that identifies the following, if applicable:

1. An outline of the entire event venue including the names of streets or areas that are part of the venue. If the event involves a moving route such as a parade, indicate the direction of travel and all streets or lane closures.

2. Location of any fencing, barriers and/or barricades. Must be removable for emergency access.

3. Location and identification of all temporary structures, portable toilets, booths, trash containers/dumpsters, cooking areas, identification of location of all vendor cooking with flammable gases or barbeque grills, waste grease containers, gray water containers, hand washing stations, etc.

4. Location of first aid facilities and ambulances.

5. Parking, placement of vehicles and/or trailers.

6. Location of generators and/or sources of electricity.

7. Exit locations for OUTDOOR events within fencing, tents, other temporary structures.

8. Firework launch location.

Information:

I. Does the event involve the sale or use of alcoholic beverages? Yes _____ No ✓.

If yes, an Alcohol Beverage Permit may be required.

II. Does the event involve the sale or distribution of food? Yes _____ No ✓.

If yes, a Temporary Food Establishment Permit (South West District Health Department (208) 455-5300) and a vendor permit (City of Middleton) may be required, with copy to the City.

III. Does the event involve the sale of non-food items? Yes _____ No ✓.

IV. Will there be entertainment at the event? Yes _____ No ✓.

If yes, please provide the following information:

Dance component/open floor: _____

Live or recorded music: _____

Amplification: _____

Start and end time of entertainment: _____

Refer to Middleton City Code Section Noise.

V. ADDRESS: If the event is located within a building, name of building, address, owner name:

VI. TEMPORARY STRUCTURES.

Will there be any temporary structures on the event site? Yes _____ No ✓



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Number of stages: _____ Size of stage(s): _____

Number of Tents: _____ Size of tent(s) _____

Inspection of temporary structures may be required and applicant is obligated to pay any inspection fee. Inspection / permit may be required for a tent by the Middleton Rural Fire District.

- VII. Does the event involve use of fireworks, rockets, pyrotechnics? Yes _____ No ☒
Where and when?

Inspection / permit by Middleton Rural Fire District may be required.

- VIII. Will portable toilets for the public be provided? Yes _____ No ☒.

- IX. Will electrical hookup for the event be required? Yes _____ No ☒.

Electrical inspection / permit may be required.

- X. Will a generator(s) be used? Yes _____ No ☒.

- XI. Will access to water be required for the event? Yes _____ No ☒.

- XII. Will signs and/or banners be displayed as part of the event? Yes _____ No ☒.

A sign permit may be needed from the City of Middleton.

- XIII. Will this event be marketed, promoted, or advertised? Yes _____ No ☒.

- XIV. Will there be live media coverage of the event? Yes _____ No ☒.

- XV. PARKING:

How will parking be accommodated for this event for all patrons, vendors, service providers, and event staff? They will Park in the Designated parking lot

- XVI. REFUSE / GARBAGE:

How will garbage be contained and removed during and after the event?

In the trash cans at the park. Staff will clean up at the end of the event

Applicant will be responsible for the costs (time and material) any any rubbish or garbage removal by Public Works or City staff.

- XVII. NOTIFICATION. Applicant may be required to notify property owners affected by the event before a special events permit will be issued.

- XVIII. SECURITY. Applicant may be responsible for hiring and paying off-duty law enforcement officers, or reimbursing the City for costs of providing on-duty law enforcement officers, for necessary policing.



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XIX. INSURANCE, FEE.

Pursuant to Middleton City Code Section 3-2-2 (E), all applicants shall submit, with the application, and maintain, at least until the conclusion of the special event, a comprehensive general liability insurance policy in the amount of one million dollars (\$1,000,000.00), with the city of Middleton names as an additional insured, and written by a company authorized to write insurance policies within the state of Idaho, and filed with the Middleton city clerk's office. Applicants must also execute indemnification and hold harmless provisions contained within the application to address potential liabilities and damages to persons and/or property.

FEE: \$160.00 Pursuant to Resolution No. 334-13 Fee Schedule, except as otherwise provided in this chapter, special event applicants, promoters and sponsors whose special events require the use of municipal resources as a result of their anticipated attendance or heightened security concerns shall be required to reimburse the city for expended resources at the hourly rate or salary of city of other personnel involved in the permit processing, event traffic control, or other facility or event support and for the use of city equipment and other non-personnel expense. The city clerk shall require payment of fees and services or a reasonable estimate thereof at the time the completed application is approved, unless the city clerk for good cause extends time for payment. In any event, full cost recovery for resources shall be required no later than ten (10) days following the conclusion of the special event. Any extraordinary resources for which there are additional costs shall be solely dedicated to the special event.

XX. INDEMNIFICATION / HOLD HARMLESS AGREEMENT / AGREEMENT FOR LIABILITY AND COSTS.

Middleton School Dist. (Applicant / Organization / Permittee) shall indemnify, defend and hold the City of Middleton, its officers, agents and employees harmless from any and all claims, suits, actions, damages and causes of action which the City of Middleton may incur arising out of any personal injury, bodily injury, loss of life or damage to any property, or violation of any relevant federal, state or local law or ordinance, or other cause resulting from the following services, operations, event or use of City property authorized pursuant to this Special Event Permit.

Acceptance of insurance certificates required under this application / permit does not relieve _____ (Applicant / Organization / Permittee) from liability under this application / permit. This application / permit shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

Middleton School Dist. (Applicant / Organization / Permittee) shall reimburse the City of Middleton for all costs and expenses that may be incurred by or on behalf of the Special Event (including but not limited to fees and charges of attorneys and other professionals and court costs incurred by the City of Middleton in enforcing the provisions of this permit.

★ We are requesting Fees to be waived for these two events.

THANKS -
DUKE KARST



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Further, as to such damages or claims for damages which arise during the scope of the activities or the use of property covered under this Agreement, Middleton School Dist.

(Applicant / Organization / Permittee), at its sole cost and expense, shall defend any and all suits, actions or other legal proceedings that may be brought or instituted by third parties against the City of Middleton, its officers, agents or employees, or any such claim or demand, and shall pay and satisfy any judgment or decree that may be rendered against the City of Middleton, its officers, agents or employees in any such suit, action or other legal proceeding.

All insurance companies shall be required to add the City of Middleton, its officers, agents and employees as additional insured by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance under this Agreement and that no other insurance affected by the City of Middleton or other named insured will be called upon to contribute to a loss covered there under. The policy shall contain no special limitations on the scope of protection afforded to the City, its officers, employees or agents unless approved in writing by the City of Middleton.

IN WITNESS WHEREOF, Middleton School Dist. (Applicant / Organization Representative/ Permittee) has made and entered into this Agreement with the City of Middleton as of this 8th day of August, 2019.

APPLICANT / ORGANIZATION REPRESENTATIVE

Dale Karst

Signature

Date: 8/8/19

DALE KARST

Print name / Organization Name and Representative Title

OFFICE USE ONLY

Application Received: _____

Fee Received: _____

Insurance Certificate Received: _____

Application Approved by City Council: _____

Application Denied: _____

Permit is hereby issued this _____ day of _____, 20____.

City Clerk

Notes: _____

Children's Organ Transplant Association®



August 15, 2019

To the City of Middleton and Middleton Police Department;

Local 3-year-old Mason Nysted of Middleton Idaho is going to be undergoing a life saving liver transplant. Mason's family has partnered with the Children's Organ Transplant Association to help raise transplant related funds in honor of Mason. The Children's Organ Transplant Association is a 501(c)3 nonprofit organization. All though Mason has medical insurance, there are no insurance plans that will cover all transplant-related expenses; which are significant. Transplant costs vary tremendously based on several factors, but generally transplant cost between \$250,000 and \$800,000. These costs do not include family needs including the lodging, food, and transportation during the transplant stay. Additionally, post- transplant medications and medical care costs often add up to more than \$10,000 annually.

When most parents first hear a medical diagnosis where a transplant is the only chance at survival, the medical team typically tells them they are going to need a strong and supportive social network of family and friends to help them not only emotionally, but also financially. Fundraising for transplant-related expenses eliminate a significant stress for families and allow them to focus on their patients medical and emotional needs.

Mason's Miracle Team is coming together and reaching out to the community for support in hosting an annual bubble run called "Bubbles for Life" every October, beginning October 2019. We understand the short notice for our beginning year but anticipate making "Bubbles for Life" bigger each year. In turn, our goal this year is to bring the Middleton community together for a family fun filled time with a 3K walk/run (mapped out in continued correspondence) and food vendors. Our biggest sponsor is Nabisco whom will be presenting the Middleton community with free Oreo products and swag. The funds raised this year and each year after will go directly to the Children's Organ Transplant Association in honor of Mason Nysted. To each business or entity that provides a donated service or fee waivers over \$75.00 for Mason's annual "Bubbles for life", they will receive a charitable gift receipt letter for their contributions.

We appreciate all your time and considerations in allowing Mason's Miracle Team to host an annual family fun event and anticipate a great turnout of the Middleton Community to honor Mason.

Sincerely,

A handwritten signature in black ink that reads "Teddie L. Myatt". The signature is fluid and cursive.

Teddie L. Myatt

(208) 477-3608

Public Relations Coordinator



CITY OF MIDDLETON

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ADMINISTRATION

SPECIAL COMMUNITY EVENTS
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Date: AUGUST 2, 2019

Middleton City Code Section 3-2 Special Events.

I. General Information:

Event Name: BUBBLES FOR LIFE

Event Date(s) / Time(s): SATURDAY OCTOBER 19, 2019

Event Location: MIDDLETON PLACE PARK

II. Applicant / Sponsoring Organization Information:

Applicant Name: TEDDIE MYATT

Sponsoring organization Name: CHILDRENS ORGAN TRANSPLANT ASSOCIATION

Are you a non-profit corporation? Yes ☒ no ☐ if yes, 501c(3) ☒ or 501c(6) ☐.

Address: 2501 WEST COTA DRIVE

City: BLOOMINGTON State IN Zip: 47403

Phone: 800-366-2602; Cell Phone: _____

Fax: _____; Email: _____

On-Site/Emergency Contact Name: TEDDIE MYATT

Address: 201 JASPER AVE

City: MIDDLETON State ID Zip: 83644

Cell Phone: 208-477-3608; Email: TMYATT86@GMAIL.COM

III. Brief Description and Purpose of Event:

A COMMUNITY GATHERING DOING A BUBBLE FUN RUN TO RAISE FUNDS FOR LOCAL 3 YEAR OLD MASON TO SUPPORT HIS LIVER TRANSPLANT. ALL FUNDS RAISED WILL GO DIRECTLY TO THE CHILDRENS ORGAN TRANSPLANT ASSOCIATION (COTA) IN HONOR OF MASON N. THE FUNDS ARE USED FOR TRANSPLANT RELATED EXPENSES THAT INSURANCE DOES NOT COVER. BUBBLES WILL BE PROVIDED FROM ROCKY MOUNTAIN ROU PARTY RENTALS. THE BUBBLE SOLUTION IS MADE OF STANDARD NON TOXIC BUBBLE SOLUTION. ROCKY

MOUNTAIN ROU PARTY RENTALS CONTACT IS NATALIE LOCATED AT 865 TAYLOR AVE. MERIDIAN ID 83642 (208) 877-5468



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IV. Street Closure Request:

List any street(s) or lanes of streets requiring temporary street closure for the event. Include street name(s) indicating beginning and end points of the closing, date and time of closing and reopening:

1. _____
2. _____
3. _____

No permanent alteration to the street will be permitted.

Note: Permit from Idaho Transportation Department or Canyon County Highway District #4 may be required, depending on location.

V. Site Plan. A Site Plan must be attached that identifies the following, if applicable:

1. An outline of the entire event venue including the names of streets or areas that are part of the venue. If the event involves a moving route such as a parade, indicate the direction of travel and all streets or lane closures.
2. Location of any fencing, barriers and/or barricades. Must be removable for emergency access.
3. Location and identification of all temporary structures, portable toilets, booths, trash containers/dumpsters, cooking areas, identification of location of all vendor cooking with flammable gases or barbeque grills, waste grease containers, gray water containers, hand washing stations, etc.
4. Location of first aid facilities and ambulances.
5. Parking, placement of vehicles and/or trailers.
6. Location of generators and/or sources of electricity.
7. Exit locations for OUTDOOR events within fencing, tents, other temporary structures.
8. Firework launch location.

Information:

- I. Does the event involve the sale or use of alcoholic beverages? Yes _____ No ☒ ✓.
If yes, an Alcohol Beverage Permit may be required.
- II. Does the event involve the sale or distribution of food? Yes ☒ ✓ No _____.
If yes, a Temporary Food Establishment Permit (South West District Health Department (208) 455-5300) and a vendor permit (City of Middleton) may be required, with copy to the City.
- III. Does the event involve the sale of non-food items? Yes ☒ ✓ No _____.
Yes ☒ No _____.
If yes, please provide the following information:
Dance component/open floor: _____
Live or recorded music: YES _____
Amplification: YES _____
Start and end time of entertainment: 10 am - 2 pm _____
Refer to Middleton City Code Section Noise.
- V. ADDRESS: If the event is located within a building, name of building, address, owner name:

- VI. TEMPORARY STRUCTURES.
Will there be any temporary structures on the event site? Yes _____ No ☒ ✓



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Number of stages: 0 Size of stage(s): _____

Number of Tents: 0 Size of tent(s) _____

Inspection of temporary structures may be required and applicant is obligated to pay any inspection fee. Inspection / permit may be required for a tent by the Middleton Rural Fire District.

VII. Does the event involve use of fireworks, rockets, pyrotechnics? Yes _____ No ☒

Where and when?

Inspection / permit by Middleton Rural Fire District may be required.

VIII. Will portable toilets for the public be provided? Yes _____ No ☒

IX. Will electrical hookup for the event be required? Yes _____ No ☒

Electrical inspection / permit may be required.

X. Will a generator(s) be used? Yes ☒ No _____

XI. Will access to water be required for the event? Yes _____ No ☒

XII. Will signs and/or banners be displayed as part of the event? Yes ☒ No _____

A sign permit may be needed from the City of Middleton.

XIII. Will this event be marketed, promoted, or advertised? Yes ☒ No _____

XIV. Will there be live media coverage of the event? Yes ☒ No _____

XV. PARKING:

How will parking be accommodated for this event for all patrons, vendors, service providers, and event staff? VENDOR PARKING WILL BE IN PLACE PARK

PARKING LOT. PARTICIPANTS WILL FIND ALTERNATIVE PARKING ON THE STREETS. MIDDLETON PARK & REC IS ALLOWING PARTICIPANTS TO PARK AT FOOTE PARK

XVI. REFUSE / GARBAGE:

How will garbage be contained and removed during and after the event? AND WE ARE WAITING ON A CALL BACK FROM CANYON SPRINGS CHURCH TO USE THEIR PARKING LOT.

THE LOCAL PARK HAS GARBAGE CONTAINERS, WE WILL UTILIZE THEM AND OUR TEAM & VOLUNTEERS WILL PICK UP GARBAGE DURING THE DURATION OF EVENT.

Applicant will be responsible for the costs (time and material) any any rubbish or garbage removal by

Public Works or City staff.

XVII. NOTIFICATION. Applicant may be required to notify property owners affected by the event before a special events permit will be issued.

XVIII. SECURITY. Applicant may be responsible for hiring and paying off-duty law enforcement officers, or reimbursing the City for costs of providing on-duty law enforcement officers, for necessary policing.



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XIX. INSURANCE, FEE.

Pursuant to Middleton City Code Section 3-2-2 (E), all applicants shall submit, with the application, and maintain, at least until the conclusion of the special event, a comprehensive general liability insurance policy in the amount of one million dollars (\$1,000,000.00), with the city of Middleton names as an additional insured, and written by a company authorized to write insurance policies within the state of Idaho, and filed with the Middleton city clerk's office. Applicants must also execute indemnification and hold harmless provisions contained within the application to address potential liabilities and damages to persons and/or property.

FEE: \$160.00 Pursuant to Resolution No. 334-13 Fee Schedule, except as otherwise provided in this chapter, special event applicants, promoters and sponsors whose special events require the use of municipal resources as a result of their anticipated attendance or heightened security concerns shall be required to reimburse the city for expended resources at the hourly rate or salary of city of other personnel involved in the permit processing, event traffic control, or other facility or event support and for the use of city equipment and other non-personnel expense. The city clerk shall require payment of fees and services or a reasonable estimate thereof at the time the completed application is approved, unless the city clerk for good cause extends time for payment. In any event, full cost recovery for resources shall be required no later than ten (10) days following the conclusion of the special event. Any extraordinary resources for which there are additional costs shall be solely dedicated to the special event.

XX. INDEMNIFICATION / HOLD HARMLESS AGREEMENT / AGREEMENT FOR LIABILITY AND COSTS.

MASON'S MIRACLE TEAM (Applicant / Organization / Permittee) shall indemnify, defend and hold the City of Middleton, its officers, agents and employees harmless from any and all claims, suits, actions, damages and causes of action which the City of Middleton may incur arising out of any personal injury, bodily injury, loss of life or damage to any property, or violation of any relevant federal, state or local law or ordinance, or other cause resulting from the following services, operations, event or use of City property authorized pursuant to this Special Event Permit.

Acceptance of insurance certificates required under this application / permit does not relieve

MASONS MIRACLE TEAM (Applicant / Organization / Permittee) from liability under this application / permit. This application / permit shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

MASONS MIRACLE TEAM (Applicant / Organization / Permittee) shall reimburse the City of Middleton for all costs and expenses that may be incurred by or on behalf of the Special Event (including but not limited to fees and charges of attorneys and other professionals and court costs incurred by the City of Middleton in enforcing the provisions of this permit.



CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 Fax
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

SPECIAL COMMUNITY EVENTS
APPLICATION/AGREEMENT/PERMIT
REV 8/17

Further, as to such damages or claims for damages which arise during the scope of the activities or the use of property covered under this Agreement, MASONS MIRACLE TEAM (Applicant / Organization / Permittee), at its sole cost and expense, shall defend any and all suits, actions or other legal proceedings that may be brought or instituted by third parties against the City of Middleton, its officers, agents or employees, or any such claim or demand, and shall pay and satisfy any judgment or decree that may be rendered against the City of Middleton, its officers, agents or employees in any such suit, action or other legal proceeding.

All insurance companies shall be required to add the City of Middleton, its officers, agents and employees as additional insured by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance under this Agreement and that no other insurance affected by the City of Middleton or other named insured will be called upon to contribute to a loss covered there under. The policy shall contain no special limitations on the scope of protection afforded to the City, its officers, employees or agents unless approved in writing by the City of Middleton.

IN WITNESS WHEREOF, MASONS MIRACLE TEAM (Applicant / Organization Representative/ Permittee) has made and entered into this Agreement with the City of Middleton as of this 2ND day of AUGUST, 2019.

APPLICANT / ORGANIZATION REPRESENTATIVE

Teddie L Myatt
Signature

Date: Aug 2, 2019

TEDDIE L MYATT; MASONS MIRACLE TEAM;
Print name / Organization Name and Representative Title
PUBLIC RELATIONS COORDINATOR

OFFICE USE ONLY

Application Received: _____

Fee Received: _____

Insurance Certificate Received: _____

Application Approved by City Council : _____

Application Denied: _____

Permit is hereby issued this _____ day of _____, 20____.

City Clerk

Notes: _____

Children's Organ Transplant Association®

The Trusted Leader Supporting Families

Children's Organ Transplant Association Facts

The Children's Organ Transplant Association (COTA) is a national charity based in Bloomington, Indiana, which is dedicated to organizing and guiding communities in raising funds for transplant-related expenses. COTA's priority is to assure that no child or young adult is denied a transplant or excluded from a transplant waiting list due to lack of funds.



Founded in 1986 after a group of Bloomington, Indiana, volunteers helped raise funds to place a child on the liver transplant waiting list.



COTA has helped thousands of children and young adults and has raised more than \$100 million for transplant-related expenses.



Since 1986, approximately 2,100 COTA patients have been successfully transplanted.



Last year, nearly 200 COTA patients were successfully transplanted and more than \$5.5 million was raised.



COTA does not charge a transplant family, or patient, for its services.



Every dollar raised in honor of COTA's patients is used for transplant-related expenses.



COTA funds are available for a patient's lifetime for almost any transplant-related expense.



In addition to children, COTA works with adults with a single-gene disorder such as Polycystic Kidney Disease, Sickle Cell Disease and Cystic Fibrosis.



Nearly 80% of COTA's families are referred to COTA by a transplant social worker or transplant financial coordinator at a transplant center.



COTA has partnered with Donate Life America and The American Legion Family to register thousands of organ donors, and has held dozens of bone marrow registration drives in an effort to increase donation rates.

Internal Revenue Service

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: December 7, 1999

**COTA Children's Organ Transplant Association, Inc.
2501 Cota Drive
Bloomington, IN 47403-4204**

Person to Contact:
Donald R. Myers 31-04025
Customer Service Representative
Telephone Number:
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
35-1674365

Dear Sir or Madam:

This letter is in response to your telephone request of December 7, 1999, for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in April 1987, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

COTA Children's Organ Transplant Association, Inc.
35-1674365

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

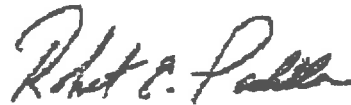
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert C. Padilla".

Robert C. Padilla
Manager, Customer Service

Children's Organ Transplant Association®

The Trusted Leader Supporting Families

COTA for **Mason Nysted**

Bubbles for Life Registration and Waiver Form

Name _____

Address _____

Phone _____ Email _____

Date of Event _____ Age _____ Gender: ☐ M ☐ F

Emergency Contact (Name & Phone) _____

Waiver and Release

(If participant is under age 18, a parent or legal guardian must sign.)

In consideration of the acceptance of my registration and participating in the above mentioned event, I, for myself, my executors, administrator and assignees, do hereby release Children's Organ Transplant Association (COTA) and any other contributing sponsors, volunteers, and benefiting patient and their family, from any and all claims arising or growing out of my participation in this event. I attest I have knowledge of the risks involved in this event, and I am physically fit and sufficiently trained to participate in this event. I understand that if the race is cancelled due to circumstances beyond the control of the race committee and sponsors, including but not limited to weather or governmental ban, my entry fee will not be refunded.

Signature _____ Date _____

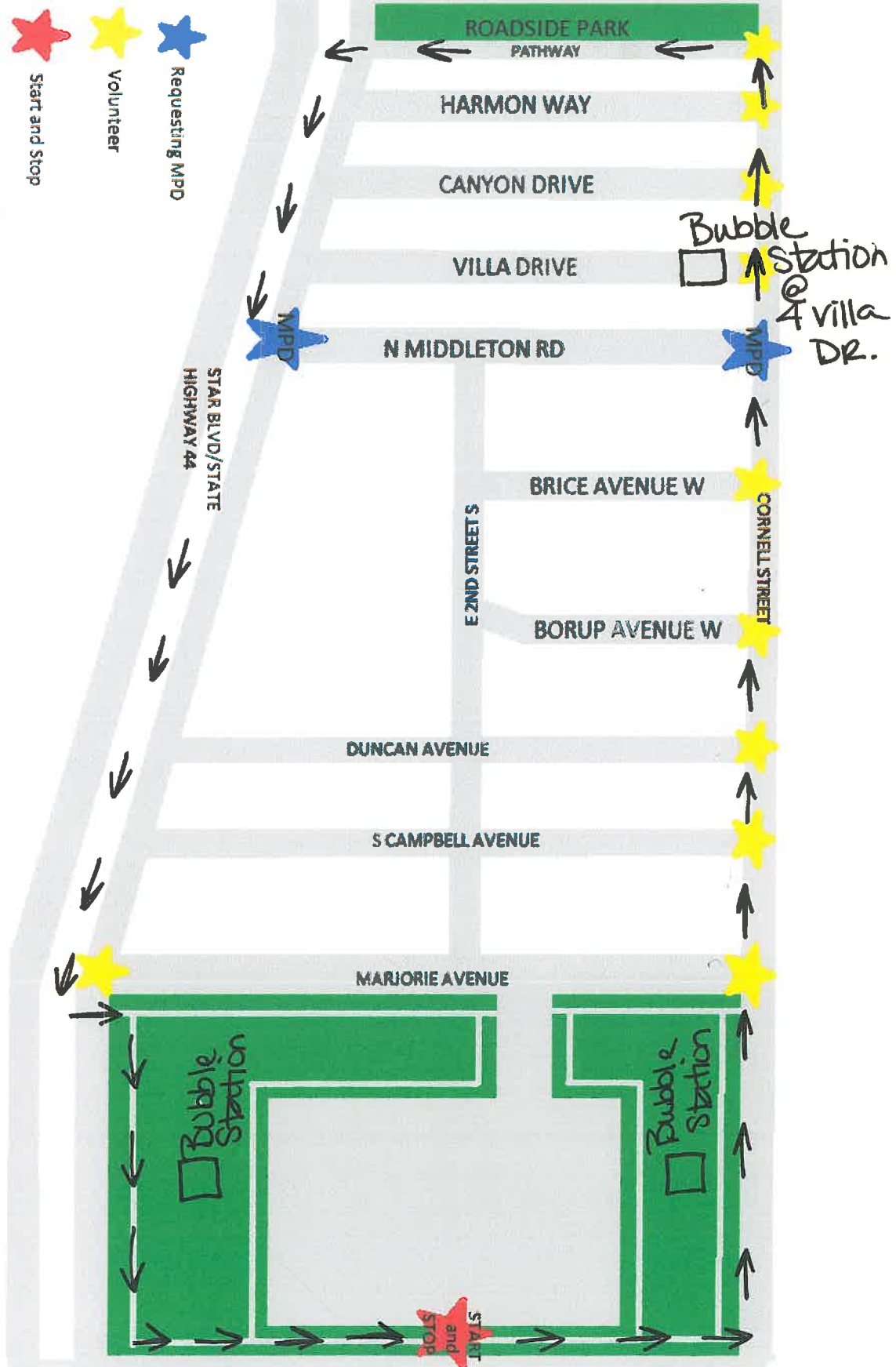
I also give my permission for the future use of my name and or picture in any media account of this event.

Signature _____ Date _____

*Make checks payable to COTA. Please write "in honor of **Mason Nysted**" on the memo line.

2501 West COTA Drive • Bloomington, Indiana 47403

800.366.2682 • COTA.org



Darin Taylor

From: brittneytrimmer@customshedsofidaho.com
Sent: Thursday, August 15, 2019 10:28 PM
To: Darin Taylor
Cc: shawntrimmer@customshedsofidaho.com
Subject: additional information for Davis Park
Attachments: Deed separation.pdf; R18098.pdf; 424-07-1-4-0-02-31-9114986_0001.pdf

Importance: High

Hi Mayor Taylor,

After we left the auction on Wednesday, I did a little digging on the park property in question. I reached out to one of my contacts at TitleOne and have attached the documents provided to me by their team. A couple of the documents are the same as you already have, the deeds. The other parcel maps show which section of land goes to which deed. This is a level of detail that the aerial image brought to the auction by the other gentleman did not contain.

Title has indicated that the piece of property donated/deeded by the Davis family to the City of Middleton is the small blue triangle piece north of the park and was done so in 1992. The other piece (the yellow shaded piece) was deeded to the City of Middleton by Idaho State Bank in 1989. There is also a chunk of the land between these two pieces that is non-parceled and it makes up the remainder of the park. My understanding is that it is the land easement to the canal and therefore also belongs to the City of Middleton (but can't be built on as it is an easement).

I'm guessing you were able to find most of this out as well as your office has been researching the past couple days, but wanted to pass this along to you.

Shawn and I were also talking about some ideas that might ease the family as we want to be as respectful as possible. Is it possible that the memorial stone, sign and tree be moved over to Roadside park? Is it possible that Roadside park be renamed to Davis Park? These are just some suggestions we thought of, but understand if they can't be accomplished. We have some ideas to honor the Davis' on the existing land as well if we are able to continue with the sale.

We do hope you are finding some useful information in your research as well and we are still very interested in moving forward with this purchase if everything aligns.

Thank you for your time,
Brittney and Shawn Trimmer

1:1,128

Green: Band_2

Imagery 2019

Red: Band 1

Road Centerlines
USE OF THESE DOCUMENTS FOR OTHER THAN ASSESSMENT PURPOSES, REGARDLESS OF FORMAT, IS AT THE USERS RISK. THE ASSESSOR'S OFFICE ASSUMES NO LIABILITY NOR DO WE IMPLY ANY PARTICULAR LEVEL OF ACCURACY.

Web AppBuilder for ArcGIS

Canyon County, Idaho

generated on 8/15/2019 10:43:21 AM EST

Parcel

Parcel Number	Site Address	Current Total Assessed Value
18098000 0	0 S MIDDLETON RD MI ID, MI	\$0

Owner Information

Owner Name	MIDDLETON CITY OF
Mailing Address	PO BOX 487 MIDDLETON ID 83644-0487
Transfer Date	11/06/2007
Document #	18098000 0
Deed Book/Page	

Location / Description

Tax District	004-10	Section & Plat	
Canyon County	001,	Routing #	
Parcel Address	0 S MIDDLETON RD MI ID, MI	Legal Desc.	07-4N-2W NE JONES ADD TX 2A & LTS 1 & 2 S & E OF SLOUGH N 1/2 LT 3 LS W 40' & LS ST BLK 1
Deeded Acreage	.1700		

Parcel Type	Topography	Services
Property Class Code	681 Exempt property	Level Ground N
Neighborhood Code	100	High N
Neighborhood Factor	.00	Low N
Street / Road Code	A	Rolling N
		Swampy N
		Water
		Sewer
		Natural Gas
		Electricity N
		Sidewalk
		Alley N

Assessment Information

Current Land Value	\$0	Residential Land	\$0	Adjustment Factor	0.00
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$0
Current Total Assessed Value	\$0	Residential Total	\$0	Appraisal Date	2/10/2014
Commercial Land	\$0	Non-Res Land	\$0	Reason For Change	02
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$0
Commercial Total	\$0	Non-Res Total	\$0	Prior Imp. Value	\$0
Dwelling Value	\$0	Classified Land Value	\$0		
Farmland Value	\$0	Homesite Value	\$0		

N.E. 1/16
COR.

8-14-2019 Auction DAVIS PARK

Attendees		Bidding	
Raenel Spaeck	Chase Bickett	no	no
Glenda Payne	Pam Balke	no	no
Jim Payne		no	
John Garrett		no	
Loatie Turner		no	
Wendy Mink		no	
Shawn Trimmer		yes	
Brittney Trimmer		yes	

shawn.trimmer@custershadesofidaho.com

- ✓ Property Description
 - ✓ Advertised minimum bid price
 - ✓ Bidders - verify funds availability
 - ✓ Davis family Donor's Disclosure
 - ✓ Receive bids
 - ✓ Close
- ① John Garrett ^{deeds in diff}
 ② Deeds contain difference
 ③ Do not include ^{some property city} ~~the~~ property
 subject to 8/21 Council ^{not owned by city}
 ③ Sale Subject to Action
 Council decision
 on Aug 21, 2019 whether
 to sell based on info has
 now that didn't ~~even~~
 decided to sell.

Qs

- IRR / city H₂O

- Power

- H₂O / sewer start

INSTRUMENT NO. 9264791

G R A N T D E E D

I, Dorothy L. Davis, residing at 320 Star Blvd., City Middleton, County of Canyon, State of Idaho, the Grantor, do hereby grant unto CITY OF MIDDLETON, the Grantee, the premises described in Exhibit "A", which is attached hereto and incorporated herein this reference.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Grantee, its assigns, forever. The said Grantor does hereby covenant to and with said Grantee, that she is the owner in fee simple of said premises and that said premises are free from all encumbrances.

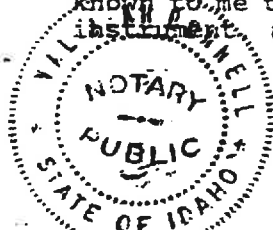
IN WITNESS WHEREOF, I set my hand the day and year here written.

DATED:

By Dorothy L. Davis

STATE OF IDAHO, COUNTY OF CANYON

On this 5th day of February, 1992, before me, a notary public in and for said State, personally appeared Dorothy L. Davis, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Valli Ann Gunnell
Notary Public for Idaho
Residing at: Middleton
My commission expires: 12/26/97

STATE OF IDAHO, COUNTY OF _____

I hereby certify that this instrument was filed for record the request of _____ at _____ minutes past _____ o'clock _____, this _____ day _____, 1992, in my office, and duly recorded in Book _____ Deeds at page _____.

Ex-Officio Recorder

By _____ Deputy

Fees \$ _____

INSTRUMENT NO.

Mail to: _____

EXHIBIT "A"

SKINNER & ASSOCIATES INC.

1002 BLAINE ST., SUITE A
CALDWELL, IDAHO 83605
TELEPHONE (208) 454-0933

June 21, 1991

Description for
City of Middleton
Parcel for quitclaim

This parcel is a portion of Block 1 of JONES ADDITION to the City of Middleton as shown on the Official Plat thereof on file in Book 2 of Plats at Page 31, in the Office of the Recorder for Canyon County, Idaho, lying in the NW1/4NE1/4 of Section 7, Township 4 North, Range 2 West of the Boise Meridian and more particularly described as follows:

COMMENCING at the northeast corner of said NW1/4NE1/4;

Thence South 0°35'43" West along the easterly boundary of said NW1/4NE1/4 a distance of 338.57 feet to a point on the southwesterly right-of-way boundary for Idaho State Highway 44, F.A.P. S-3748(2);

Thence North 62°25'05" West along said boundary a distance of 19.04 feet to a point on the north boundary of Lot 1 of said Block 1 of JONES ADDITION, which point is the TRUE POINT OF BEGINNING;

Thence North 89°39'32" West along said north boundary a distance of 65.43 feet to a point in the center of Mill Creek;

Thence North 45°49'01" East along said centerline a distance of 31.53 feet to a point in said southwesterly right-of-way;

Thence South 62°25'05" East along said right-of-way a distance of 48.31 feet to the TRUE POINT OF BEGINNING.

9204791

RECORDED

92 JUN 5 PM 3 59

FILE
CANYON CO. RECORDER
in Caldwell

REQUEST
City of Middleton
TYP. Need for Co. CC

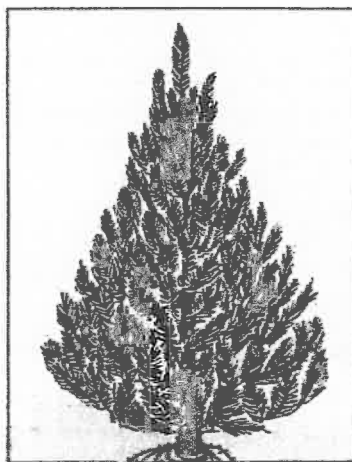


DELIGHTFUL FRIEND
OF THE
HAROLD JAMES
LARRY KENNY

Davis Family Donates Scotch Pine For Park

An eight-foot scotch pine stands in living memory of Harold Davis in the new park at the corner of Highway 44 and Middleton Road.

The tree was planted last month in the park, a donation from the Davis family.



A portion of park encompasses property formerly owned by the Davis family. Last summer, the family donated the property to the city, in memory of Harold Davis, who died in 1977.

"Everybody knew Harold and his Boston bull terrier, Buster," his widow, Dorothy Davis, recalled recently.

"He loved his yard—it looked like a park," she added.

Davis worked with the railroad and was on the Middleton city council. At one time he owned a service station on the same corner where the fire station is now located, and Dorothy worked with him.

Dorothy's three children all live in Washington state: Larry Davis and Kenny Davis are in Tacoma; Kay Henderson lives in Benton City.

Dear Editor:

The family of Harold Davis would like to thank all who have labored so diligently to make his living memorial park a place of beauty for present and future generations to enjoy.

Thanks to former mayor Alice Lanning who started the whole thing with a phone call last summer.

Thanks to U.S. West who did all the work last summer and to the Middleton City employees who took over where they left off.

Thanks also to the Girl Scouts who raised money and bought the picnic table.

Larry, Kenny and Kaye want to thank the Kruger Nursery for trying so hard to get just the right tree. They wanted a blue spruce (as that was their dad's favorite), but all the prime ones were gone, so they settled for a 8' scotch pine. We all hope you enjoy it.

Larry, Kenny and Kaye
Davis
and Kaye Henderson

**MIDDLETON CITY COUNCIL
JULY 17, 2019**

The Middleton City Council meeting on July 17, 2019 was called-to-order at 6:30 p.m. by Mayor Darin Taylor, who introduced City Attorney Chris Yorgason, Deputy Clerk Dawn Dalton, and Planning and Zoning Official Bruce Bayne.

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

Action Items

1. **Consent Agenda (items of routine administrative business)**
 - a) **Consider approving minutes for Council's July 3, 2019 meeting.**
 - b) **Consider ratifying July 5, 2019 payroll in an amount of \$70,827.92 and approving accounts payable thru July 16, 2019 in the amount of \$232,196.61.**

Mayor Darin Taylor called and introduced the agenda items.

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

2. **Continued Public Hearing. Consider adopting Ordinance No. 619 amending Middleton City Code Titles 1, 4, 7, 8 and 10 (third reading).**

Mayor Taylor called the agenda item, opened the public hearing at 6:36 p.m., introduced the item, and asked if anyone in the audience would like to speak to this item: none.

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

Motion: Motion by Council Member Garner to waive the third reading and adopt Ordinance No. 619 was seconded by Council Member Furner and carried unanimously by roll call vote because it is an ordinance. Mayor Taylor closed the public hearing at 6:42 p.m.

3. **Continued Public Hearing: Consider adopting Ordinance No. 620 amending Title 5 of the Middleton City Code (third reading).**

Mayor Taylor called the agenda item, opened the public hearing at 6:43 p.m., introduced the item, and asked if anyone in the audience would like to speak to this item: none.

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

Motion: Motion by Council Member Garner to table Ordinance No. 620 to the next regularly scheduled meeting, so Council Member Kiser could be in the room and maybe have some ideas about whether or not to require sidewalks in an R-2 zone, was seconded by Council Member Furner carried unanimously.

4. **Consider entering into a Cooperative Agreement with Canyon Highway District No. 4 for an area-wide traffic impact study for the purpose of accurately stating**

the cumulative effects and prorate share of development impacts at collector and arterial road intersections in the Middleton area of city impact.

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

Motion: Motion by Council Member Huggins to approve the agreement was seconded by Council Member Furner and carried unanimously by roll call vote because it is a contract.

- 5. Consider entering into a State and Local Agreement to accept approximately \$278,760 grant funds under certain terms to design and construct a roundabout at the intersection of Cornell St. and N. Middleton Rd. in during Fiscal Year 2020.**

Mayor Taylor called and introduced the agenda item and asked if anyone in the audience would like to speak to this item: **James Taylor** voiced that this roundabout was poorly conceived and is poorly received by the residents of Middleton.

Motion: Motion by Council Member Garner to approve the agreement was seconded by Council Member Huggins and carried three-to-one by roll call vote because it is a contract, Council Member Furner voted nay.

- 6. Public Hearing: A \$22,000 minimum bid price at public auction to sell Davis Park, consisting of 7,504 square feet with pressure irrigation, lawn, small shed with roll-up door on concrete pad, small shelter on concrete pad, and chain-link fence along the west boundary. The land does not have vehicle access because it is located at the southwest corner of State Highway 44 and S. Middleton Road. Building and floodplain setbacks prohibit permanent structures on-site.**

Mayor Taylor called the agenda item, opened that public hearing at 7:23 p.m., introduced the item, and asked if anyone in the audience would like to speak to this item: **Tim O'Neara** voiced that selling the park was a poor decision.

Motion: Motion by Council Member Garner to close the public comment portion of the agenda item was seconded by Council Member Furner and carried unanimously.

Motion: Motion by Council Member Garner to sell Davis Park with a minimum bid price of \$22,000 was seconded by Council Member Huggins and three-to-one by roll call vote, Council Member Furner voted nay. Mayor Taylor closed the public hearing at 7:30 p.m.

- 7. Consider approving a preliminary plat for Crescent Lake Subdivision.**

Mayor Taylor called and introduced the agenda item, and Planning and Zoning Official Bruce Bayne presented the Administrative Review and Report. Mayor Taylor asked the applicant's representative to share with council anything the applicant would like council to know.

Sabrina Durtschi from KM Engineering gave an overview of the project explaining it is on 35.13 acres and will consist of 105 single-family homes along with five common lots and 12.5% open space with ponds, walking paths and covered picnic areas. Mrs. Durtschi also stated that the plan is to hook up to the city water and sewer systems.

Mayor Taylor asked the applicant if there was anything he would like to add.

James Roberts from Mineral Rights Leasing ID LLC stated that they wanted to move forward with the plat including meeting all conditions stated in the Administrative Review and Report and without requesting exceptions to city code or standards.

Motion: Motion by Council Member Huggins to approve the preliminary plat of Crescent Lake Subdivision subject to the conditions listed in the Administrative Review and Report was seconded by Council Member Garner and carried unanimously.

8. **Consider approving Supplemental Engineering Services No. 1 with Precision Engineering for intersection design at Hartley Ln. and State Highway 44 in an amount not to exceed \$146,000.**

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

Motion: Motion by Council Member Furner to approve the supplement was seconded by Council Member Garner and carried unanimously.

9. **Consider approving a tentative Fiscal Year 2020 budget to publish according to law prior to the City Council's August 7, 2019 public hearing to consider adopting an annual appropriations ordinance.**

Mayor Taylor called and introduced the agenda item, and City Administrator Becky Crofts presented the proposed Fiscal Year 2020 budget revised based on council discussion from its July 15, 2019 special meeting budget workshop.

Mayor Taylor asked if anyone in the audience would like to speak to this item: Library Board Finance Director **Don Watts** and Library Director **Kate Lovan** asked the Council to not cut the library budget and to at least keep it where it was last fiscal year.

Motion: Motion by Council Member Huggins to approve the tentative Fiscal Year 2020 budget in the amount of \$11,068,712.52 to publish according to law prior to the City Council's August 7, 2019 public hearing to consider adopting an annual appropriations ordinance was seconded by Council Member Furner and carried unanimously.

10. **Consider approving capital improvements plans for the purpose of entering into intergovernmental agreements with the Middleton Rural Fire District, and separately with Greater Middleton Parks and Recreation District, collect development impact fees from new residential and nonresidential construction in Middleton city limits and distribute those funds to the respective districts to spend on improvements identified in the respective capital improvements plans.**

Mayor Taylor called and introduced the agenda item, and asked the districts' representative to share with council anything he would like council to know. **William Gigray** from White Peterson Attorneys at Law, representing Greater Middleton Parks and Recreation District and Middleton Rural Fire District gave an update on the progress for the intergovernmental agreements with Canyon County and the next step the city could take would be to establish an impact fee advisory committee, using the one already existing for the Fire District if desired.

Motion: Motion by Council Member Furner to take no action on agenda items 10 and 11 was seconded by Council Member Garner and carried unanimously.

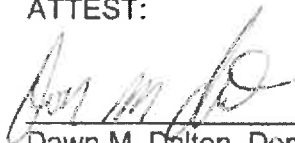
11. Consider approving Resolution No. 425-19 to collect impact fees for Middleton Rural Fire District and for Greater Middleton Parks and Recreation District.

Public Comments: James Taylor said that as a resident he doesn't want to be subsidizing other entities and that the city is not charging enough for new developments coming into the city and thought the impact fees should be doubled or tripled. Corporal Nathan Hilkey asked council to implement a city police impact fee like other cities such as Kuna is doing.


Mayor and Council Comments: none.

Adjourn: Mayor Taylor adjourned the meeting at 9:45 p.m.

ATTEST:



Dawn M. Dalton, Deputy Clerk
Minutes Approved: August 7, 2019



Darin Taylor, Mayor



**MIDDLETON CITY COUNCIL
JUNE 19, 2019**

The Middleton City Council meeting on June 19, 2019 was called-to-order at 6:30 p.m. by Mayor Darin Taylor, who introduced City Attorney Chris Yorgason, City Deputy Clerk Dawn Dalton, and Planning and Zoning Official Bruce Bayne.

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

Motion: Motion by Council Member Furner to approve the amended agenda as posted on June 19, 2019 at 9:15 a.m. was seconded by Council Member Garner and carried unanimously.

Action Items

1. **Consent Agenda (items of routine administrative business)**
 - a) **Consider approving minutes for Council's June 5 and 12 2019 meetings.**
 - b) **Consider ratifying June 7, 2019 payroll amount of \$72,018.66 and ratify accounts payable thru June 12, 2019 in the amount of \$302,613.87.**

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.

Information Items

Chris Hopper from Canyon Highway District No. 4 presented information about District steps taken toward hiring a traffic engineer to perform a transportation analysis/study of collector and arterial roads north of Boise River, east of Interstate 84, north to Gem County line, and east to Ada County line, including Middleton's area of city impact. A deliverable resulting from the study will be a capital improvement plan the District would like Canyon County, the City of Middleton and the City of Star (portion in Canyon County) to adopt as part of their comprehensive plans so the District, County and cities can establish and collect impact fees from new developments to pay for intersection improvements needed due to the developments.

City Treasurer expressed to Council that the reconciliations presented by the auditor had been made and that she would have a more detailed report at the July 3, 2019 council meeting.

8. **Consider approving the final audit report prepared by Zwygart John and Associates for the 2018 fiscal year.**

Mayor Taylor called the agenda item. Jordan Zwygart described adjustments he and the City Treasurer made to city financial records based on the Treasurer's research. Mayor asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council Member Garner to approve Fiscal Year 2018 final audit report was seconded by Council Member Huggins and carried unanimously.

9. FY2020 Budget Workshop

Mayor Taylor called and introduced the agenda item and explained that the City Administrator asked that the item be postponed until the July 3, 2019 meeting. No action was taken on the item.

2. Consider approving an IT Services Agreement with Executech in a monthly amount of \$1,890.

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

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

3. Continued Public Hearing. Consider adopting Ordinance No. 619 amending Middleton City Code Titles 1, 4, 7, 8 and 10 (second reading).

Mayor Taylor called the agenda item, declared the continued public hearing open at 7:20 p.m., introduced the agenda item, and asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to read Ordinance No. 619 for the second time by title only was seconded by Council Member Huggins and carried unanimously. Mayor asked the City Attorney to read the ordinance by title only, which he did.

4. Consider approving the Stonehaven Subdivision No. 1 final plat.

Mayor Taylor called the agenda item and Planning and Zoning Official Bruce Bayne presented the Administrative Review and Report. Mayor Taylor asked if anyone in the audience would like to speak to this item: **Mike Graefe** asked when 9th Street was going to be extended to Middleton Road. Mayor Taylor responded within one-to-two years.

Motion: Motion by Council President Kiser to approve Stonehaven Subdivision No. 1 final plat was seconded by Council Member Huggins and carried unanimously.

5. Consider establishing a minimum bid price of \$45,765 at the auction when selling Davis Park.

.17 acres x 43,560 sq ft = 7405 sq ft	x \$3.00/ft = \$22,215 land
	x \$2.05/ft = \$15,180 lawn/landscaping
	= \$ 2,000 shed
	= \$ 1,000 shelter and picnic
	X \$26.85/ft=\$ 5,370 200 feet chainlink fence
	\$45,765

Mayor Taylor called and introduced the agenda item, and asked if anyone in the audience would like to speak to this item. **Brittney Trimmer** wanted Council to consider the fact that the lot cannot be built on and has no access, both facts making the lot less valuable for sale.

Motion: Motion by Council President Kiser to set the minimum bid price at public sale of Davis Park at \$22,000 was seconded by Council Member Garner and carried unanimously.

-
6. **Public Hearing.** Consider if Willowbrook Development Inc. (Willowbrook) breached that certain Annexation and Extension of Municipal Service Agreement dated August 17, 2005 recorded as Instrument No. 200553209 in records of Canyon County, Idaho entered into between Willowbrook and the City of Middleton regarding annexation of Willowbrook-owned land into a city other than the City of Middleton.

Mayor Taylor called the agenda item, declared the public hearing open at 8:00 p.m., introduced the agenda item, and asked if anyone in the audience would like to speak to this item: none.

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

Motion: Motion by Council President Kiser to find and conclude that Willowbrook Development Inc. is not in breach of the Annexation and Extension of Municipal Service Agreement because 1) the City of Star did not adopt an annexation ordinance of the subject property and 2) the applicant withdrew its application to annex the subject property to the City of Star, was seconded by Council Member Garner and carried unanimously by roll call vote.

7. **Public Hearing:** Consider adopting Ordinance No. 620 amending Title 5 of the Middleton City Code updating the general zoning provisions, modifying and updating the uses and notes in the land use, setback and area tables, updating preliminary and final plat requirements; updating design and development standards; updating required road and utility improvements; deleting standards for mobile home parks; making other minor modifications; and providing an effective date (first reading).

Mayor Taylor called the agenda item, declared the public hearing open at 8:00 p.m., and asked the City Attorney to present the first reading of Ordinance 620, which the City Attorney did. Mayor asked if anyone in the audience would like to speak to this item. **Holly Bayne** asked council to waive the three-reading rule and adopt Ordinance No. 620, or at least that portion that talks about rebuilding a substantially damaged or destroyed residence, because her real estate clients were trying to close on a house on main street and could not without verifying to the lender that rebuilding the house if destroyed would be allowed.

Motion: Motion by Council President Kiser to close the public comment portion of the hearing at 8:43 p.m. was seconded by Council Member Furner and carried unanimously.

Motion: Motion by Council President Kiser to separate the nonconforming residence reconstruction provisions from Ordinance No. 620 and have them be their own ordinance was seconded by Council Member Furner and carried unanimously. Mayor Taylor announced that the nonconforming residence reconstruction provisions would be Ordinance No. 621.


Motion: Motion by Council President Kiser to read Ordinance No. 621 by title only was seconded by Council Member Furner and carried unanimously. Mayor Taylor asked the City Attorney read Ordinance 621 by title only, which he did.

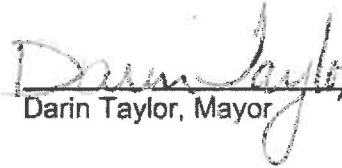
Motion: Motion by Council President Kiser to waive the three-reading rule and adopt Ordinance 621 was seconded by Council Member Furner and carried unanimously by roll call vote.

Public Comments, Mayor and Council Comments: Council Member Garner updated council about school district board actions.

Adjourn: Mayor Taylor adjourned the meeting at 9:00 p.m.

ATTEST:


Dawn M. Dalton, Deputy Clerk
Minutes Approved: July 3, 2019


Darin Taylor, Mayor



A LIVING MEMORIAL
HAROLD W. DAVIS
THE FAMILY



**MIDDLETON CITY COUNCIL
JUNE 5, 2019**

The Middleton City Council meeting on June 5, 2019 was called-to-order at 6:30 p.m. by Mayor Darin Taylor, who introduced City Attorney Chris Yorgason, City Deputy Clerk Dawn Dalton, and Planning and Zoning Official Bruce Bayne.

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

Motion: Motion by Council President Kiser to approve the amended agenda as posted on June 5, 2019 at 12:15 p.m. was seconded by Council Member Garner and carried unanimously.

Action Items

1. **Consent Agenda (items of routine administrative business)**
 - a) Consider approving minutes for Council's May 15 and 23, 2019 meetings.
 - b) Consider ratifying May 24, 2019 payroll amount of \$95,903.54 and ratify accounts payable thru June 4, 2019 in the amount of \$344,363.21.
 - c) Consider ratifying the annual beer and wine license for Ridley's Family Market.
 - d) Consider approving an application by Middleton Chamber of Commerce for a Special Events permit for: 4th of July a parade, public-road closures, carnival at Foote Park; car show, activities, beer garden at Middleton Place Park; and a request to waive the \$160.00 Special Events Permit fee.

Mayor Taylor called and introduced the agenda item.

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

2. **Consider accepting quotes from AA Sealcoat Inc. to sealcoat pathways in town, and sealcoat and stripe the parking lot and basketball courts in Middleton Place Park in an amount not to exceed \$17,258.**

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

Motion: Motion by Council President Kiser to accept the quote from AA Sealcoat Inc. was seconded by Council Member Huggins and carried unanimously.

3. **Consider accepting the lowest responsive, responsible bidder to provide four pumps for the Falcon Valley Booster Station to be constructed this summer in an amount not to exceed \$65,000.**

Mayor Taylor called and introduced the agenda item. The lowest responsive, responsible bidder was Gould Pumps (C.H. Spencer) at \$28,190. Mayor asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to accept the lowest responsive, responsible bidder was seconded by Council Member Huggins and carried unanimously.

Information Items

Jordan Zwygart from Zwygart John and Associates presented the 2018 draft final audit report.

Kate Dahl from the Canyon County Development Services Department explained the County's process for updating its comprehensive plan. The County is looking for volunteer residents and city officials to be part of a working group to help guide the direction of the plan and vision for the county.

4. Public Hearing. Consider adopting Ordinance No. 619 (amended flood provisions must be adopted before June 7, 2019, other amendments may wait until third reading).

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

Motion: Motion by Council President Kiser to separate the flood provisions from the remaining provisions of Ordinance No. 619 was seconded by Council Member Furner and carried unanimously. Mayor Taylor announced the flood provisions would be Ordinance No. 618.

Motion: Motion by Council President Kiser to read Ordinance No. 618 by title only was seconded by Council Member Furner and carried unanimously. The City Attorney read the title to Ordinance 618.

Motion: Motion by Council President Kiser to waive the three-reading rule in state law and approve the ordinance was seconded by Council Member Garner and carried unanimously by roll call vote.

5. Public Hearing. Consider keeping or selling Davis Park real property.

Mayor Taylor called the agenda item, declared the public hearing open at 8:07 p.m., introduced the agenda item, and asked if anyone in the audience would like to speak to this item. **Mark Christiansen** voiced that even though it is a nice green space when you come into the city, the park sale proceeds would be beneficial to the other city parks that do get used. **James Taylor** said the trade-off of having a green space when you come into the city versus having a park that does not get used very often is one of those between a rock-and-a-hard place scenario when it comes to selling the property or keeping it.

Motion: Motion by Council President Kiser to sell Davis Park with a minimum bid price of fair market value was seconded by Council Member Furner and carried by a three to one roll call.


Mayor Taylor closed the public hearing at 8:37 p.m.

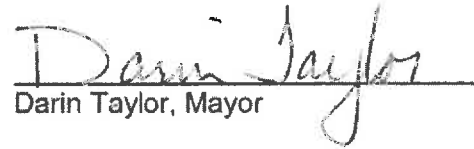
Public Comments, Mayor and Council Comments: **Cindy Powell** voiced concerns regarding the resident at the southwest corner of Dewey and Minot parking his trailer on the corner

making it difficult to see trying to turn, and his behavior regarding controlling the irrigation water so it is difficult for downstream residents. Mayor Taylor said he would talk to the landowner.

Adjourn: Mayor Taylor adjourned the meeting at 8:50 p.m.

ATTEST:


Dawn M. Dalton, Deputy Clerk
Minutes Approved: June 19, 2019


Darin Taylor, Mayor



IDAHO PRESS-TRIBUNE
EMMETT MERIDIAN KUNA BOISE WKLY
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(208)467-9251
Fax (208)475-2321

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 07/22/19 08:52 by sje14

Acct #: 29545

Ad #: 1924962

Status: New WHOLD WHOI

LEGAL NOTICE

NOTICE OF AUCTION SALE
REAL PROPERTY
CITY OF MIDDLETON, IDAHO

NOTICE IS HEREBY GIVEN that the City of Middleton is scheduled to conduct a public auction at Middleton City Hall, 1103 W. Main St. Middleton, Idaho on August 14, 2019 at noon selling that portion of real property described below and commonly referred to as Davis Park, Middleton, Idaho. The portion of property to be sold does not have vehicle access due to its location on the corner of State Highway 44 and S. Middleton Road and cannot have a permanent dwelling built due to floodplain and setback restrictions that can be viewed at Middleton City Hall. The minimum bid price is \$22,000.

All of that part of Lots 1, 2 and 3 lying east of Middleton Mill Slough, all of Block 1 Jones Addition to Middleton, Canyon County, Idaho according to the plat of said Addition filed in Book 2 of Plats at Page 31 in the office of the recorder Canyon County, Idaho, EXCEPTING THEREFROM; the west 40' of Lot 3; the south half of Lot; and A triangular parcel of land being on the southwesterly side of the centerline of highway as surveyed and shown on the official plat of the Boise Valley S-3748(2) highway survey on file in the office of the department of highways of the state of Idaho, and lying over and across the northeast corner of Lot 1 of Block 1 of Jones Addition to Middleton, Idaho, as shown on the Hawthorne Plat thereof on file and of record in the office of the recorder Canyon County, Idaho, and being in the northwest quarter of the northeast quarter of Section 7, Township 4 North, Range 2 West, Boise Meridian, as described as follows, to wit; Beginning at the northeast corner of Lot 1 Block 1 of Jones Addition to Middleton, Canyon County, Idaho, as shown on the Hawthorne Plat thereof on file in the office of the recorder of said county; thence south along the east line of said Block 1 a distance of 6.0 feet, more or less, to the point; Thence north 64 degree, 02 minutes west along a line 60.0 feet distance southwesterly from and parallel to the Boise Valley S-3748(2) highway survey for a distance of 13.0 feet, more or less, to a point on the north line of Lot 1 of said Block 1; Thence east along said north line a distance of 12.0 feet, more or less, to the Point of Beginning.

Darin Taylor, Mayor

July 25, 2019

1924962

PLAT — " JONES' ADDITION

**TO
MIDDLETON IDAHO.**

IN SEC. 7. TP4N-RZW.

MAIN ———— 5th STREET

AVB

Davis Park

← S. Middleton Rd.

IDAHO ST-

DEWEY

747

[illegible][illegible][illegible]

Subscribed and sworn to before me this 21 day of June, 1904.

Allen T. Livingston
Att. Gen.

[Signature]
Notary

STATE OF MAINE }
COUNTY OF MAINE } ss.

BEFORE ME, CLERK OF THE SUPREME COURT OF THE STATE OF MAINE, in and for the County of MAINE, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears from the records of the said Court.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Court, at the City of Portland, this 15th day of January, A.D. 1907.

CLYDE B. BENTLEY,
Clerk of the Court.

RECEIVED
JAN 2 1901
DE SUNDEN DEPUTY

*****-14185

CERTIFICATE **APR 20 1950**

I hereby certify that
this Duplicate of the original
to the Original Plat on file
in the Records of Canyon
County, Idaho.

Melvin V. Davenport
Canyon County Surveyor

(Optional)
Recorded
Microfilmed
Indexed☐
☐
☐Platted
Deed Card
Compared☐
☐
☐Key Punched
Master File
Abstracted☐
☐
☐

To Treasurer

☐
☐
☐

INSTRUMENT NO.

8923180

SEE HOW EASY TO FILL THIS FORM

WARRANTY DEED
(CORPORATE FORM)

Idaho State Bank
organized and existing under the laws of the State of Idaho, with its principal office at
Glenn Ferry of County of Blaine, State of Idaho,
grantor, hereby CONVEYS or GRANTS and WARRANTS TO

CITY OF MIDDLETON

of Middleton

grantee
for the sum of

--- Ten Dollars and Other Valuable Consideration --- DOLLARS,
the following described tract(s) of land in Canyon County,
State of Idaho:

See attached Legal Description.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor doth hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances except...Property is deeded AS IS and SUBJECT TO any and all tax liens by Canyon County or the City of Middleton.

and that the said premises are not subject to any and all tax liens by Canyon County or the City of Middleton.

Location of above described property: Part of Lots 1, 2, and 3, Block 1, Jones's Addition
City of Middleton, County of Canyon, State of Idaho

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 8th day of November, A. D. 1989.

Idaho State Bank

(CORPORATE NAME)

By James E. Kovan
PRESIDENTAttest: James E. Kovan
SECRETARYState of Idaho
County of Blaine

On the 8th day of November, A. D. 1989
personally appeared before me James E. Kovan and James R. Eghtermeyer
who being by me duly sworn did say, each for himself, that he, the said James E. Kovan
is the president, and -- he, the said James R. Eghtermeyer is the Chief Executive Officer of the Idaho State Bank, a corporation, and that the within and
foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board
of directors and that James E. Kovan and James R. Eghtermeyer
each duly acknowledged to me that said corporation executed the same and that the seal affixed is the
seal of said corporation.



Edward A. Thistle
(Notary Public)
My residence is Mountain Home
My commission expires May 10, 1993

MAIL DEED TO:

MAIL TAX NOTICE TO:

Name _____
Address _____
City & State _____

All that part of Lots 1, 2, and 3 lying East of Middleton Hill Slough, all in Block 1, JONES' ADDITION to Middleton, Canyon County, Idaho, according to the Plat of said Addition filed in Book 2 of Plats, at page 31, in the office of the County Recorder, Canyon County, Idaho,

EXCEPTING THEREFROM:

The West 40 feet of Lot 3,

ALSO EXCEPTING THEREFROM:

The South Half of Lot 3.

AND ALSO EXCEPTING THEREFROM:

A triangular parcel of land being on the Southwesterly side of the Center line of highway as surveyed and shown on the official plat of the Boise Valley S-3748(2) Highway Survey on file in the office of the Department of Highways of the State of Idaho, and lying over and across the Northeast corner of Lot 1 of Block 1 of JONES' ADDITION to Middleton, Idaho, as shown on the HAWTHORNE PLAT thereof on file and of record in the office of the Recorder of Canyon County, Idaho, and being in the Northwest Quarter of the Northeast Quarter of Section 7, Township 4 North, Range 2 West, Boise Meridian, described as follows, to wit:

BEGINNING at the Northeast corner of Lot 1 of Block 1 of JONES' ADDITION to Middleton, Canyon County, Idaho, as shown on the HAWTHORNE PLAT thereof on file and of record in the

office of the Recorder of said County; thence South along the East line of said Block 1 a distance of 6.0 feet, more or less, to a point; thence North $64^{\circ} 02'$ West along a line 60.0 feet distant Southwesterly from and parallel to the Boise Valley S-3748(2) Highway Survey for a distance of 13.0 feet, more or less, to a point on the North line of Lot 1 of said Block 1; thence East along said North line a distance of 12.0 feet, more or less, to the POINT OF BEGINNING.

8923180

RECORDED

89 DEC 21 PM 12 05

NED J KERR
CANYON CNTY RECORDER
BY *[Signature]*

[Signature]
Canyon County, Idaho



305 Cornell St. • Middleton, Idaho 83644 • 208.453.2028

August 14, 2019

Mayor Darin Taylor and City Council Members
1103 W Main Street
PO Box 487
Middleton ID 83644

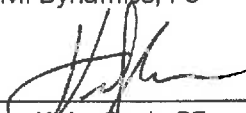
**RE: CITY OF MIDDLETON – FALCON VALLEY BOOSTER PUMP STATION PROJECT
GENERATOR, AUTOMATIC TRANSFER SWITCH AND LOAD BANK**

Dear Mayor Taylor and City Council,

The City of Middleton received three (3) bids to purchase a generator, automatic transfer switch and load bank for the Falcon Valley Booster Pump Station Project. The City Engineer, recommends purchasing the equipment from **Western States Equipment Company**, for the contract bid amount of \$48,750.00. Western States Equipment Company was the low bid and had the shortest lead time for the equipment.

If you have any questions, or need additional information, I can be reached at 453.2028.

Respectfully submitted,
Civil Dynamics, PC



By: Kirby Cook, PE
City Engineer



Proposal

Project: Falcon Valley Booster

Date: 08/12/2019

Quote: 30643248

Attn: Estimator

Valid: 30 days

From: Andrew Erickson

Generator Set:

Manufacturer: Caterpillar	Model: C7.1	KW: 175	Rating: Standby	Fuel: Diesel	Voltage: 277/480 3 ph 4 wire	Frequency: 60
hz	UL2200 Listed: Yes	IBC Certified: No	Misc Items:			

Controls:

Control Panel: EMCP 4.2B	Monitoring Contacts: Run & Trouble 1 set each	Speed Control: Electronic Isochronous	Remote Alarm Panel:
None	Alarm Panel Mounting: Not Applicable	Remote Emergency Stop: yes	Remote Communications: Modbus RS-485
Misc Items:			Misc

Accessory Systems:

Coolant Heater: Yes 208/240 vac	Battery Heater: None	Alternator Heater: None	Battery Charger: 10 amp	Battery System: Wet
Battery, Rack and Cables 24 vdc	Misc Items:			

Alternator / Breaker:

Excitation System: SE	Voltage Regulator: Cat IVR	Ground Fault: None	Circuit Breaker # 1: 250 amp	Misc Items:
------------------------------	-----------------------------------	---------------------------	-------------------------------------	--------------------

Packaging:

Enclosure: Weather Protective	Sound Level: Standard	Fuel Tank: 48 Hr	Fuel Tank Type: Double Wall UL142	Exhaust System:
Interior Mounted	Enclosure Color: White	Misc Items:		

Automatic Transfer Switch:

ATS Number: ATS-1	Manufacturer: ASCO	Model: 3ATS	Amperage: 400	Poles: 3	Enclosure: Nema 1	Voltage: 277/480 3 ph 4w
Type: Open Transition	SUSE Rated: No	Control Panel: 300 series	Exerciser: 7 day programmable	KAIC Rating: ATS Standard	KAIC	
Cycle: 3	Quantity: 1	Misc Items:				

Total price for above package: \$41,650

price for a 60 KW free standing load bank: \$7,100.00

included:

Startup: 8 hrs - 1 trip - 1 day
Maintenance Program: Available
Spare parts kit: No
Warranty Genset: 24 month standby (parts labor & travel)
Freight: Included to first destination

Warranty ATS: 24 month standby (parts labor & travel)
Site Load test: 100% available building load
Factory Test: 100% load
Owner training: Yes 1 hr at time of startup

DT

Not included:

Installation / Anchor Calculations:
Taxes / Permits of any kind / Any engineering

Any fuel or fuel piping
Offloading at jobsite:

Notes and clarifications:

Exception – generator comes standard with a 175KW tail section. A 300 KW tail section is not needed in this application.

Terms:

100% of payment is required prior to startup and testing on the jobsite.

Additional trips to jobsite due to installation items beyond our control will be additional. A pre-startup check off list is required to be sent to WSECO project manager prior to startup date.

Payment terms are in accordance with WSECO Standard terms upon approved account

No retainer is allowed unless specifically agreed to in writing prior to order placement.

Cancellation charges minimum of 25% once released. No return on manual transfer switches

Thank you for the opportunity to quote quality Caterpillar products and services. Please let me know how we can be of assistance.

Sincerely,

Andrew Erickson

Power System Sales

Meridian:

208-947-4545

208-870-1665

[Handwritten signature]
Tim Hortling
8-15-19
Tim.hortling@wseco.com

Accepted By:

[Handwritten signature: Darin Taylor, Mayor]

Signature:

DARIN TAYLOR

Printed Name:

CITY OF MIDDLETON, ID

Company:

- 1. METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorization or conduct consistent with prior course of dealing between the parts authorizing WSECO to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. Acceptance of this offer is limited to the express terms stated in this Order. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WSECO and Customer with regard to the good and services specified in this Order, and exclusively determines the rights and obligations of the parties, prior course of dealing, customer, usage of trade or course of performance notwithstanding. WSECO is not bound by any representation or agreements, express or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WSECO and Customer.
- 2. TIME OF DELIVERY and SHIPPING.** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.

DT

Not included:

Installation / Anchor Calculations:
Taxes / Permits of any kind / Any engineering

Any fuel or fuel piping
Offloading at jobsite:

Notes and clarifications:

Exception – generator comes standard with a 175KW tail section. A 300 KW tail section is not needed in this application.

Terms:

100% of payment is required prior to startup and testing on the jobsite.
Additional trips to jobsite due to installation items beyond our control will be additional. A pre-startup check off list is required to be sent to WSECO project manager prior to startup date.
Payment terms are in accordance with WSECO Standard terms upon approved account
No retainer is allowed unless specifically agreed to in writing prior to order placement.
Cancellation charges minimum of 25% once released. No return on manual transfer switches

Thank you for the opportunity to quote quality Caterpillar products and services. Please let me know how we can be of assistance.

Sincerely,

Andrew Erickson
Power System Sales
Meridian:

208-947-4545 *Tim.hochberg@wseco.com*
208-870-1665

Accepted By:

Darin Taylor, Mayor
Signature:

DARIN TAYLOR
Printed Name:

CITY OF MIDDLETON ID
Company:

- 1. METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorization or conduct consistent with prior course of dealing between the parts authorizing WSECO to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. **Acceptance of this offer is limited to the express terms stated in this Order.** Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WSECO and Customer with regard to the good and services specified in this Order, and exclusively determines the rights and obligations of the parties, prior course of dealing, customer, usage of trade or course of performance notwithstanding. WSECO is not bound by any representation or agreements, express or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WSECO and Customer.
- 2. TIME OF DELIVERY and SHIPPING.** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.

3. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WSECO, Customer grants to WSECO a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WSECO, properly executed, any certificate of title or other document or instrument required by WSECO to perfect WSECO's security interest as created in this paragraph. Customer also authorizes WSECO to file financing statement(s) with respect to the security interest granted herein.
4. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WSECO. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, shortage in shipment is not deemed to constitute a nonconformity.
5. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WSECO, and Customer will store the goods or reship the goods to WSECO. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.
6. No right or interest in this agreement shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. WSECO shall have all rights and remedies provided in the Uniform Commercial Code and in any other documents executed in connection with this agreement. Customer agrees to pay all costs incurred by WSECO in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WSECO may bid on the goods and that a commercially reasonable price for said reclaimed goods, at a public sale, may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors, for goods of similar type and condition.
8. **CANCELLATION/TERMINATION:** This Order may be canceled by Customer only with WSECO's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WSECO in the event of any default by Customer or in the event Customer fails, upon WSECO's request, to provide reasonable assurances of future performance.
9. **PERMISSIBLE VARIATIONS:** All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods or of WSECO. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to this order.
10. **FORCE MAJEURE:** (a) WSECO shall not be responsible or liable for any delay or failure to delivery any or all of the goods and/or performance of the services if such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material, fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly, or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.
11. **VENUE:** Venue for any disputes between the parties will be in Ada County, Idaho and in state court for legal proceedings. Purchaser waives right to remove any legal action from the court originally acquiring jurisdiction.



Visit us online at: www.emcsolutions.com

Utah

Corporate Headquarters
501 W 700 S
Salt Lake City, UT 84101
PH: 801.366.4100
PH: 800.433.4548
FX: 801.487.7437

Colorado

4905 "B" Ironton St
Denver, CO 80239
PH: 303.574.9448
PH: 800.511.7734
FX: 303.574.9389

Idaho

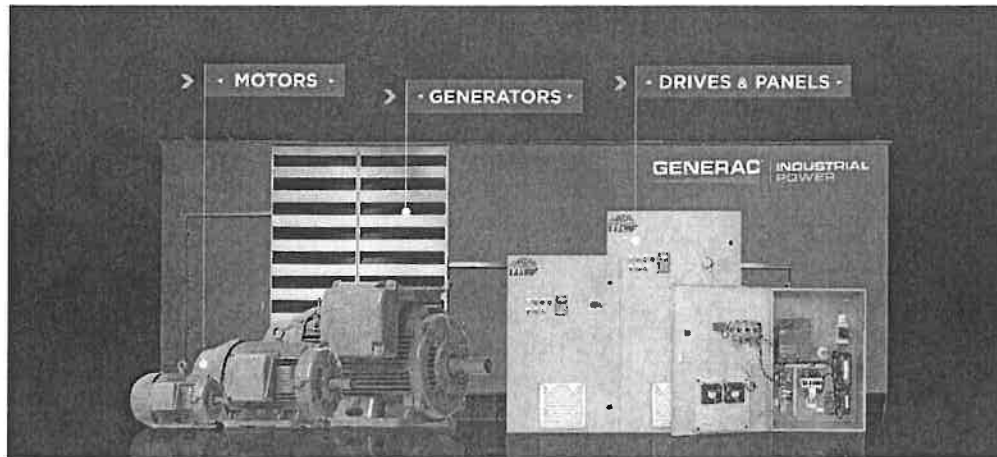
7292 W Airway Ct
Boise, ID 83709
PH: 208.322.8100
FX: 208.322.5400

California

EMEC dba:
GP Electric Motor
1020 Price Street
Pomona, CA 91767
PH: 909.865.2291
FX: 909.622.4007

Wyoming

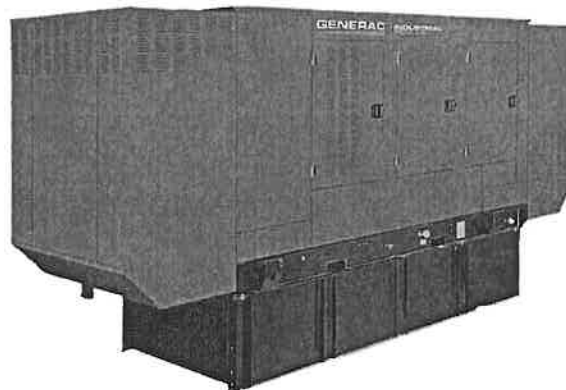
839 Elk Street,
Rock Springs, WY 82901
PH: 800.433.4548
FX: 801.487.7437



Falcon Booster Station

Quotation # 126180A

August 12, 2019



GENERAC | **INDUSTRIAL
POWER**

Energy Management Corporation is pleased to present the following quote for the emergency standby power generation system to meet your project needs. Cut sheets are available upon request.

SUMMARY SCOPE OF SUPPLY

Description	
Quantity One- Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, Stationary Emergency-Standby rated,175 kW Rating, wired for 277/480 VAC three phase, 60 Hz,Permanent Magnet Excitation,With upsized 300 kW alternator,Level 1 Acoustic Enclosure, Steel,Standard MLCB, 80% rated thermal-magnetic,300 Amp,Battery Heating Pad,Battery Charger, 10 Amp, NFPA 110 compliant, installed,110 AH, 925 CCA Group 31 Batteries, dual-paralleled, with rack, installed,Coolant Heater, 1500W,36" 693 Gallon Double-Wall UL142 Basetank,Mechanical fuel level indicator gauge,Electronic fuel level sender,3 Owner's Manuals	
Quantity One 400 AMP Automatic Open Transition Switch, 480V, 3-pole, NEMA 1 enclosure, Modbus, includes freight	
Freight Allowed Job Site, FOB Factory	
Factory Authorized Start Up	
40,975.00	\$41,020.00

Adder Option:

Quantity One- Load Bank 4100 Outdoor Resistive Load bank , Load Bank rating 75kW, Load step Resolution 5kW, 480V, 60Hz, An integrally mounted blower motor with direct drive fan provides the necessary cooling air. The blower is factory wired to the load bus, Manual Toggle Switch Control Panel. Load selection is provided by individual industrial lever-type toggle switches for on/off application of load segments, one provided for each load step

Total (not including any applicable tax)	\$8,515.00
--	------------

NOTES AND CLARIFICATIONS:

1. This quotation is our best interpretation of the project plans and specifications available to us at the time of bid. It is our intent to meet the project requirements, subject to approved submittals. This quotation is per the above bill of materials and not plan and specification. Quoted price does not include taxes, installation,

mounting, wiring, off -loading, diesel fuel or other items not specifically designated or quoted herein.

2. Seismic vibration isolators are mounted between the enclosure and the base tank. If other vibration isolators are mounted between the tank and the concrete, this could void the seismic certification.
3. This quotation is valid for 30 days.
4. Allow 2 weeks for submittals after order.
5. Order is subject to credit approval. Payment terms are net 30 days with approved Credit.
6. Current lead time is estimated at 13 to 14 weeks after written receipt of release and approved submittals. Lead times are estimates only and are subject to change.
7. FOB-Point of Shipment, Freight is Prepaid. Shipping Method is Ground Motor Freight, Best Way.
8. Factory Authorized Start up services are required to validate Generac warranty.
9. Start-up is scheduled during standard business hours. Weekend and evening start-up hours will incur additional charges. Full warranty terms and conditions are available upon request.

Respectfully submitted,
Chet Crawford

Idaho Senior Account Manager



PH: 801-366-4100 FX: 801-487-7437

10. CONFIDENTIAL: The information contained in this email/quotation (including any attachments) is confidential, subject to copyright and for the use of the intended recipient only. If you are not the intended recipient, please delete this message after notifying the sender. Unauthorized retention, alteration, or distribution of this e-mail is forbidden and may be actionable. Attachments are opened at your own risk and you are advised to scan incoming email for viruses before opening any attached files. We give no guarantee that any communication is virus-free and accept no responsibility for virus contamination or other system loss or damage of any kind.

August 9, 2019

Civil Dynamics

Power Systems West is pleased to submit the following proposal for the Middleton Falcon Valley BPS Project

Quotation # 26566059

BILL OF INCLUDED MATERIALS

Kohler Standby Generator Model Number: 180REOZIG

Configuration: 180kw, 277/480V, 3 Phase, 4 Wire, 1800rpm, John Deere Engine

Description:

- UL2200 Listed
- Fuel: Diesel
- Steel Sound Attenuated Enclosure with Internal Silencer
- 48 Hour, 758 Gallon, Sub-base Diesel Fuel Tank with Flexible Fuel Lines
- APM402 Controller
- 1800W, 120V, Block Heater
- 250A, Line Circuit Breaker, 80% Rated
- Run Relay, 2 Input / 5 Output Module
- 12V, 10 Amp Float/Equalizing Battery Charger
- Battery, Battery Rack and Cables
- Remote Emergency Stop (Loose)

Kohler Automatic Transfer Switch Model: KCP-AMTA-0400S

Configuration: 400A, 277/480V, 3 Pole, 4 Wire, Nema 1, Programmed Transition Transfer Switch

Additional Items

- 1 Set, Operation and Maintenance Manuals (Gen and ATS's)
- 2 Year Comprehensive Kohler Warranty on Generator
- Freight to Job Site Included
- Start Up and Test Included

Project Specific Exceptions and Clarifications

1. Installation of all components and loose accessories in BOM is provided by others
2. Diesel fuel for testing and final fill provided by others
3. Standard PSW start up with sight loads

General Exceptions and Clarifications

1. Off-loading and placement at the job site is excluded.
2. All fuel, fuel piping and connections are excluded.
3. No retainage is allowed.
4. Start-up testing and warranty validation includes one trip to jobsite during normal working hours. If equipment is not ready for start-up when we arrive at the jobsite, there may be additional charges for a return trip.
5. Kohler factory recommended field testing provided. NETA ATS testing, or any other 3rd party testing not included unless otherwise noted.
6. Training to be performed at start-up or subject to additional charges.
7. Additional O & M's will be \$50.00 net each.
8. All piping, wiring, anchoring, and permits are by others.
9. Equipment is shipped FOB factory, with freight prepaid and allowed to the job site unless otherwise noted.
10. Compliance with National Electrical Code, NFPA, IFC, and state and local fire codes is the responsibility of the installing contractor. Special fuel tank labeling and venting/filling equipment may be required, but is excluded unless otherwise noted.
11. Breaker coordination studies excluded.
12. Local codes may require outdoor generators to have a Service Rated disconnect. We are not providing a Service Rated disconnect unless it is specifically noted in this quotation.
13. TVSS devices for the generator or transfer switch(es) are excluded unless otherwise noted.
14. IBC seismic certification excluded unless otherwise noted.
15. Prices do not include any applicable taxes.
16. All orders are subject to Power Systems West Terms and Conditions.
17. Shipments are subject to manufacturer's lead times and transit times. Power Systems West assumes no responsibility for delays that are beyond our control and will not pay for liquidated damages.

Approximate Factory Lead Times:

- Generator (16-18 weeks)
- ATS (6-8 weeks)

Power Systems West (PSW) – Terms & Conditions

1. WARRANTIES. To the extent that the Goods may be covered by manufacturers' warranty, PSW hereby assigns all rights & benefits under such to Buyer, if assignable, and undertakes to assist Buyer in the coordination of any claims under such warranties. Seller makes no further warranty of any kind with respect to the Goods. PSW DISCLAIMS ANY AND ALL WARRANTIES. THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY NATURE WHATSOEVER.

2. LIMITATION OF PSW'S LIABILITY. Other than the remedy set forth in this paragraph, Customer agrees that no damages, direct, consequential, liquidated, incidental, or other damages or remedy of any kind arising by reason of or related to this Equipment whether arising out of contract, warranty, late or non-delivery, negligence, strict liability, or tort shall now or any time in the future be recoverable from PSW or any of its agents. Customer assumes all risks inherent in the possession or operation of the Equipment. Customer's right, now existing or arising at any time in the future, to recover such damages is hereby fully, finally, irrevocably and unconditionally waived, released and discharged. Notice of any defect in the Work or Equipment shall be made within 24 hours of the act or omission giving rise to the defect. The sole and exclusive remedy is replacement of the nonconforming goods or refund of that portion of Customer's payment attributable to such goods at PSW's sole option.

3. Payment Terms. Full payment is due 30 days from invoice date, unless otherwise agreed to by both parties in writing. **There shall be NO retainage.** Payments not made on their due date shall accrue interest at the rate of 18% per annum. A cancellation charge of 20% of the price will be imposed if customer cancels order without prior written consent of PSW. **PSW must receive 100% payment before start-up services will be performed** (failure to complete proper, authorized startup procedures may void any manufacturer warranty). Terms may not be changed except by written agreement of the parties.

4. Shipping and Delivery. All Equipment shall be shipped F.O.B. manufacturer's factory unless otherwise agreed in writing by PSW and Customer. PSW is not responsible for goods lost or damaged in transit. In the event PSW agrees to delay shipment at Customer's request, Customer is responsible for payment of any storage costs. PSW does not agree, will not agree to and is not obligated to provide any specific goods or any delivery dates or times for any goods. All orders are subject to availability to PSW at its then existing locations, sources, suppliers and costs. All delivery dates and times which may be provided, if any, are estimates only and do not establish agreed delivery date(s).

5. Indemnity and Hold harmless. To the fullest extent permitted by law, Customer shall fully and forever indemnify, defend (with counsel reasonably acceptable to PSW) and hold PSW's employees, directors, successors and assigns harmless from any damage, claim, loss, expense and attorney fees (including those prior to any action, in an action and on any appeal) related to the performance or non-performance of Customer's obligations under this Agreement; the ownership, performance or operation of the Equipment; or PSW's liability, if any, under CERCLA, RCRA, or any other federal or state statute related to toxic, hazardous or other dangerous substances.



Thank you for the opportunity to offer quality Kohler products and our service. For over 75 years, Kohler has been recognized as a leader in the manufacture of standby generator systems. By choosing a Kohler generator provided by Power Systems West, you can be assured you will receive the highest quality standby power system available. Power Systems West has specialized in providing and servicing generator systems in the Northwest for over 50 years. Power Systems West – your best choice for power. If you have any questions, please feel free to call or e-mail.

Nathan Shapiro

(208) 519-1946 – Cell

(208) 342-6541 - Office

nate.shapiro@powersystemswest.com

Offer Total Price: \$43,769.00 (Generator & ATS)

**Price does not include any applicable taxes or installation*

This quote is valid for 30 days

Offer Total Price: \$8,802.00 (75KW, 480V 3P, Outdoor Resistive Load Bank)

**Price does not include any applicable taxes or installation*

This quote is valid for 30 days

Offer Acceptance

I hereby authorize Power Systems West to use this form as a bona fide purchase order of the equipment listed on **QUOTATION # 26566059**, which establishes price and Bill of Materials. Acceptance of this offer is expressly limited to Power Systems West terms and conditions.

Proposed by:

Company: Power Systems West

Sales Professional: Nathan Shapiro

Title: Sales

Signature: *NATHAN SHAPIRO*

Date: August 9, 2019

Accepted by:

Company: _____

Print Name: _____

Title: _____

Signature: _____

Date: ____ / ____ / ____



305 Cornell St. • Middleton, Idaho 83644 • 208.453.2028

August 19, 2019

Mayor Darin Taylor and City Council Members
1103 W Main Street
PO Box 487
Middleton ID 83644

RE: CITY OF MIDDLETON – FALCON VALLEY BOOSTER PUMP STATION PROJECT

Dear Mayor Taylor and City Council,

The City of Middleton received four (4) bids at the bid opening held on August 16, 2019 for the above captioned project. The City Engineer recommends the contract for the City of Middleton – Falcon Valley Booster Pump Station Project be awarded to Star Construction LLC, for the contract bid amount of \$431,787.00.

If you have any questions, or need additional information, I can be reached at 453.2028.

Respectfully submitted,
Civil Dynamics, PC


By: Kirby Cook, PE
City Engineer

Notice of Award

Date: 8-19-2019

Project: Falcon Valley Booster Pump Station Project

Owner: City Middleton, Idaho

Owner's Contract No.:

Contract:

Engineer's Project No.:

Bidder: Star Construction, LLC

Bidder's Address: PO Box 157

Star, ID 83669

You are notified that your Bid dated 8-16-2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Falcon Valley Booster Pump Station Project.

The Contract Price of your Contract is four hundred thirty one thousand seven hundred eighty seven Dollars (\$ 431,787).

2 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

~~sets of the Drawings will be delivered separately or otherwise made available to you immediately.~~

You must comply with the following conditions precedent within [10] days of the date you receive this Notice of Award.

1. Deliver to the Owner 2 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
Insurance Certificates

Failure to comply with these conditions within ten (10) days will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Middleton, Idaho

Owner

By:

Authorized Signature

Mayor Darin Taylor

Title

Copy to Engineer



Lytle Signs Inc.

Twin Falls Office

P.O. Box 305 1925 Kimberly Rd.
TWIN FALLS, IDAHO 83303
208.733.1739 fax 208.736.8653
1.800.621.6836

Boise/Meridian Office

2070 Commercial St.
MERIDIAN, IDAHO 83642
208.388.1739 fax 208.388.3966
Web Site: www.lytlesigns.com
E-mail: sales@lytlesigns.com

PROPOSAL

Proposal #: 24682

Proposal Date: 08/15/19
Customer #: 5487
Page: 1 of 3
Salesperson: Jerel Stoor

SOLD TO:	JOB LOCATION:
CITY OF MIDDLETON 1103 W. MAIN MIDDLETON ID 83644	City of Middleton 1103 W. Main Middleton ID 83644 REQUESTED BY: Darin Taylor

AS PER SKETCH (IF PROVIDED BY LYTLE SIGNS, INC)

1	QUOTE #39439-1 Reface Monuments Remove and dispose of existing faces on (3) single-sided monuments. Manufacture (1) 45" x 70" x 1/8" & (2) 48" x 70" x 1/8" backer panel powder coated light blue, with 1/4" flat cut out aluminum logo and letters powder coated white. Apply digitally printed vinyl overlays to match gradient logo. South Monument 48" x 70" East Monument 45" x 70" West Monument 48" x 70" Installed on existing monument signs <i>x before Sept. 30, 2019</i>	\$7,116.00	\$7,116.00
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ACQUISITION OF PERMITS AND PERMIT COSTS WILL BE BILLED IN ADDITION (IF APPLICABLE)

ELECTRICAL REPAIRS WILL BE BILLED IN ADDITION AT TIME AND MATERIAL RATES (IF APPLICABLE)

****THIS PROPOSAL MAY BE WITHDRAWN, AND PRICING MAY CHANGE IF NOT ACCEPTED WITHIN 7 DAYS**

TOTAL PROPOSAL AMOUNT: \$7,116.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

TERMS AND CONDITIONS

1. THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, OR STAMPED ENGINEERED DRAWINGS UNLESS SPECIFICALLY STATED.
2. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED. ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.
3. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, LYTLE SIGNS MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
4. CUSTOMER AGREES TO PROVIDE ELECTRICAL SERVICE FEED WIRE OF APPROVED AND SUITABLE CAPACITY TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION.
5. AN ADDITIONAL CHARGE WILL BE MADE IF DURING EXCAVATION UNFORESEEN CIRCUMSTANCES ARISE OR IF RESTORATION OF EXISTING LANDSCAPING IS REQUIRED.
6. ALL AGREEMENTS ARE CONTINGENT UPON THE ABSENCE OF STRIKES, DELAYS, OR INCIDENTS BEYOND LYTLE SIGNS, INC. CONTROL.
7. QUOTED PRICE DOES NOT INCLUDE ELECTRICAL SERVICE TO OPERATE PROPOSED SIGN OR LIGHTING. ADDITIONAL CHARGES MAY APPLY TO BRING CURRENT ELECTRIC SERVICE AND SIGNAGE TO CODE. ELECTRICAL COMPONENTS WILL COMPLY WITH 120V SERVICE UNLESS OTHERWISE SPECIFIED.
8. INITIAL DESIGN IS INCLUDED IN QUOTE PRICE. CHANGES REQUIRING ADDITIONAL SKETCH TIME WILL BE DONE AT AN HOURLY RATE. REQUEST FOR LOGOS ON CD OR MEMORY STICKS WILL RESULT IN ADDITIONAL CHARGES.
9. THE TIME INTERVAL FOR PROJECT COMPLETION WILL BEGIN WHEN ALL PERTINENT INFORMATION AND PERMITS ARE RECEIVED BY ENGINEERING.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY AN AUTHORIZED LYTLE SIGN'S REPRESENTATIVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: DARIN TAYLOR

TITLE: MAYOR

Lytle Signs, Inc. is Licensed in: Idaho, Utah, Oregon, Wyoming, Montana & Nevada (0029311 - \$750,000)

COMPANY INITIALS _____

CUSTOMER INITIALS DT



Lytle Signs Inc.

Twin Falls Office

P.O. Box 305 1925 Kimberly Rd.
TWIN FALLS, IDAHO 83303
208.733.1739 fax 208.736.8653
1.800.621.6836

Boise/Meridian Office

2070 Commercial St.
MERIDIAN, IDAHO 83642
208.388.1739 fax 208.388.3966
Web Site: www.lytlesigns.com
E-mail: sales@lytlesigns.com

PROPOSAL

Proposal #: 24682

Proposal Date: 08/15/19
Customer #: 5487
Page: 2 of 3
Salesperson: Jerel Stoor

SIGNATURE: _____

Darin Taylor

DATE: _____

Aug 16, 2019

DT



Lytle Signs Inc.

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P.O. Box 305 1925 Kimberly Rd.

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Web Site: www.lytlesigns.com

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DEPOSIT INVOICE

Invoice #: DP24682

Inv Date: 08/15/19

Customer #: 5487

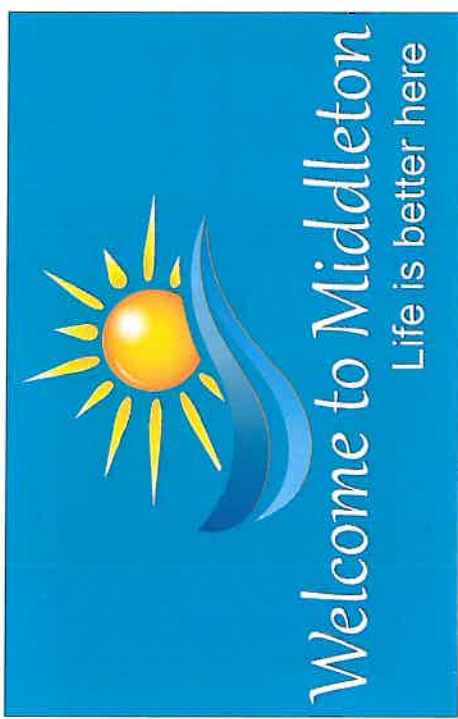
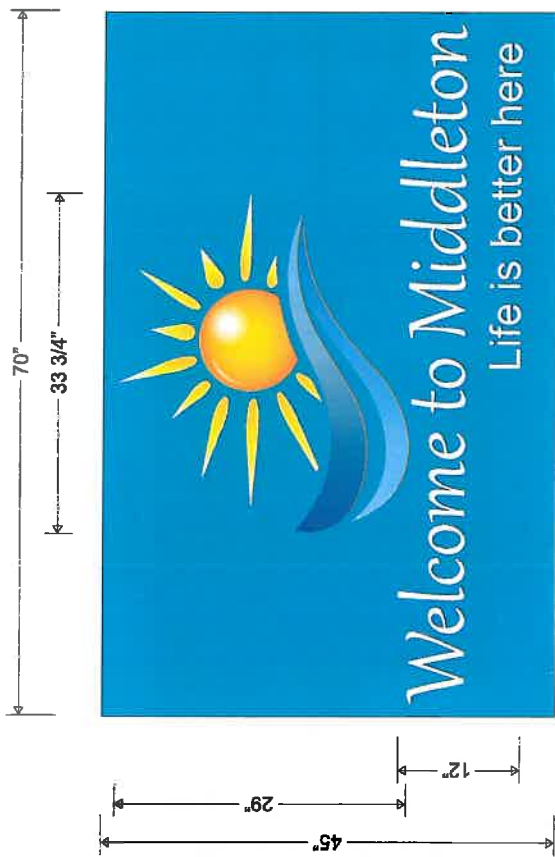
Page: 3 of 3

SOLD TO:	JOB LOCATION:
CITY OF MIDDLETON 1103 W. MAIN MIDDLETON ID 83644	City of Middleton 1103 W. Main Middleton ID 83644 REQUESTED BY: Darin Taylor

ORDERED BY	PO NUMBER	SALESPERSON	PAYMENT TERMS
Darin Taylor		Jerel Stoor	50.0% Due Upon Receipt

DESCRIPTION	TOTAL PRICE
1 QUOTE #39439-1 Reface Monuments Remove and dispose of existing faces on (3) single-sided monuments. Manufacture (1) 45" x 70" x 1/8" & (2) 48" x 70" x 1/8" backer panel powder coated light blue, with 1/4" flat cut out aluminum logo and letters powder coated white. Apply digitally printed vinyl overlays to match gradient logo. South Monument 48" x 70" East Monument 45" x 70" West Monument 48" x 70" Installed on existing monument signs.	\$7,116.00
TOTAL PROPOSAL AMOUNT	\$7,116.00
*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***	
PLEASE PAY THIS DEPOSIT AMOUNT:	\$3,558.00

DT



EAST MONUMENT



EXISTING



PROPOSED

*
BLUE POWDER COAT TBD

- (1) SIF NON-ILLUM. MONUMENT REFACE
- REMOVE EXISTING FACE
- 1/8" ALUMINUM BACKER PANEL
- POWDER COATED LIGHT BLUE (COLOR TBD)
- 1/4" FCO ALUMINUM COPY AND GRAPHICS
- POWDER COATED WHITE
- DIGITAL PRINT GRADIENTS/COLORS ON WHITE HP VINYL OVERLAYS
- FLUSH MOUNTED TO BACKER PANEL
- FLUSH MOUNTED TO EXISTING MONUMENT SIGN

Aug. 16, 2019
 Approved By: *Dan B. [Signature]*
 Date: *May 16, 2019*

THIS RENDERING IS CONCEPTUAL---COLORS MAY NOT REPRESENT ACTUAL FINISH---ILLUMINATED AND DAYLIGHT COLORS WILL VARY

City of Middleton

1100 W. Main
Middleton, ID 83644

735.72019

1" = 1'

AS

AS

CITY OF MIDDLETON, City of Middleton - 80428 IN

39435

8/20/19
8/20/19
8/20/19

Page 1 of 1

LYTLE SIGNS © 2019
ALL RIGHTS RESERVED

LYTLE SIGNS
SINCE 1978

AN EMPLOYEE OWNED COMPANY

Twin Falls Office
P.O. BOX 385
1925 KIMBERLY RD.
TWIN FALLS, IDAHO 83883
208.733.1739
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WFSA

Shared Agency Agreement

This Shared Agency Agreement, together with the Purchase and License Agreement executed by the Host Agency and one or more executed Sales Quote/Purchase Agreements (collectively, the "License Agreement"), constitute one integrated agreement and is the complete and exclusive statement of Spillman's obligations and responsibilities with regard to the Spillman software licensed hereunder (the "Software"). All capitalized terms used and not otherwise defined herein shall have the definitions given to such terms in the License Agreement.

Section 1: Definitions:

- 1. 1 Shared Agency** - A "Shared Agency" is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Spillman to the Host Agency, as set forth in the License Agreement.
- 1. 2 Host Agency** - The "Host Agency" is a current Spillman licensee and customer that is authorized by Spillman and has agreed to share its use of the Software installed at its facilities with the Shared Agency.

Section 2: License

- 2. 1 Grant of License.** Spillman grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the License Agreement, as well as the terms and conditions specified in this Shared Agency Agreement. The liability cap set forth in Section 11.5 of the License Agreement, as it applies to Shared Agency, shall be the license fees paid by Shared Agency to Spillman. Shared Agency agrees to comply with all such terms and conditions.
- 2. 2 Termination.** This Shared Agency Agreement will terminate automatically if and when the License Agreement terminates for any reason. Spillman or the Host Agency may immediately terminate this Shared Agency Agreement and license at any time if the Shared Agency breaches the terms of this Shared Agency Agreement or the License Agreement. The Host Agency may terminate this Shared Agency Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Spillman and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2. 3 No Assignment.** The Shared Agency may not assign or transfer this Shared Agency Agreement to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Spillman, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3. 1 Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This Shared Agency Agreement does not entitle Shared Agency to any Spillman services beyond the license to use the Software.
- 3. 2 Warranty.** The Warranty Period for the Software (as defined in Section 11.1 of the License Agreement) is limited to the remaining time, if any, originally granted under the License Agreement.

Accepted and Approved:

Shared Agency: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONFIDENTIAL

Quote and Purchase Addendum

Quoted Date:	July 10, 2019	Quote Number:	190226
Quote Expiration:	October 30, 2019	Prepared By:	Tyler Holland

Services Included

- **Project Management and Installation** – Spillman Technologies will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

Shared Agency Licensing for Middleton Police Department

Includes Modules and Maintenance listed in Attachment A

Shared on Canyon County Sheriff's Server

Package Quote

\$28,456.25

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman Technologies within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Middleton Police Department
Customer Name

Authorized Signature

Date

Print Name and Title

Attachment A

<u>Middleton Police Department</u>			
Product Name	Software	1 Yr Maintenance	Total
Driver License Scanning	\$675	\$108	\$783
Hub	\$6,219	\$995	\$7,214
Law Records	\$4,563	\$730	\$5,293
Mobile Arrest Form	\$1,406	\$225	\$1,631
Mobile AVL and Mapping	\$1,406	\$225	\$1,631
Mobile Field Report with Field Interview	\$2,344	\$375	\$2,719
Mobile Records	\$1,406	\$225	\$1,631
Mobile State & National Queries	\$1,406	\$225	\$1,631
Mobile Voiceless CAD	\$1,406	\$225	\$1,631
Traffic Information	\$1,356	\$217	\$1,573
XML Citation Interface	\$2,344	\$375	\$2,719
Total	\$24,531	\$3,925.00	\$28,456.25



**MASTER LEASE AGREEMENT
MUNICIPAL**

The Bancorp Bank ("Lessor") with offices at 24437 Russell Rd. Ste. 220 Kent WA 98032 and the undersigned

City of Middleton Idaho ("Lessee")

with offices at 1103 West Main Middleton ID 83644 hereby agree as follows:

1. **Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. Lessor will deliver to Lessee a Schedule reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
2. **Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
3. **Payments.** The monthly payment shall be due on the tenth day of the month following delivery of the vehicle(s). Subsequent lease payments will be due on the (10th) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
4. **Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
5. **Left blank intentionally.**
6. **Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peaceably surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
7. **Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
8. **Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.

9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder, and if Lessee receives notice of an assignment, Lessee will pay any assigned amounts as directed in the notice. ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.
10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the amortized depreciated value of the original value of the vehicle set forth in the Schedule and (c) sum of two (2) rent payments. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain physical damage insurance on the Vehicles. Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee can self-insure for physical damage coverage and liability up to the state limit. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. **The parties waive any right to a jury trial in any related action. Any waiver must be in writing.**

18. **Bank-Qualified Tax Designation.** ☐ **Initial box if this paragraph applies.** Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than **\$10,000,000** of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: _____

LESSEE City of Middleton Idaho	Signature _____
ADDRESS	Title _____
	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	
Title _____	LESSOR The Bancorp Bank
Signature _____	Signature _____
Title _____	Title _____