



**AMENDED AGENDA**  
City Council Meeting  
City of Middleton, Idaho

Date: Wednesday, November 20, 2019  
Location: 6 N. Dewey Ave., Middleton, Idaho

Time: 6:30 p.m.

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

**Action Items**

1. Consent Agenda (items of routine administrative business)
  - a) Consider approving minutes for the November 6, 2019 meeting.
  - b) Consider ratifying November 8, 2019 payroll in an amount of \$75,449.97 and approving accounts payable thru November 8, 2019 in the amount of \$296,447.51.
2. Consider approving the quote from ECCO Equipment Corporation to rent an excavator with thumb attachment and heavy-duty dump truck in an amount not to exceed \$14,400 to remove concrete foundations and flatwork from 805 W Main Street and old Gabica Farm houses and place along Mill Slough upstream from the Rubicon Gate.
3. Consider approving Ordinance 625 amended prohibited acts in public parks.
4. Consider purchasing a 20-foot flatbed trailer from Quality Trailer Sales in an amount not to exceed \$6,700.00.
5. Consider approving an amended preliminary plat for Valhalla Country Estates Subdivision.
6. Consider amending Lots 1 and 2 Block 1, and Lots 1 and 2 Block 3, of the final plat for Western Pines Subdivision to show the emergency turnaround location where it was constructed.
7. Consider ratifying mayor's determination that relocation of the pathway from the north side to the south side of Phase 1 lots in Blue Meadows Subdivision No. 1 is not a material change that requires amendment of the preliminary plat.
8. Consider approving an Agreement for Professional Services with JUB Engineers Inc. to design approximately 1,320 lineal feet of sewer to Emmett Road from its current location near the southeast corner of Middleton High School.
9. Consider approving a proposal from SPF Water Engineering in an amount not to exceed \$19,100 to provide 2018-2020 NPDES Stormwater Permit Engineering Support.
10. Consider authorizing payment to Herb and Janis Fitzpatrick in the amount of \$117,988.25 for right-of-way needed for the S. Cemetery Rd. – Sawtooth Lake Dr. project.

**Information Items**

**Public Comments, Mayor and Council Comments, Adjourn**

Posted by:



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Taylor Gyer, Deputy Clerk

Date: November 19, 2019 3:00 p.m.

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



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**MIDDLETON CITY COUNCIL  
NOVEMBER 6, 2019**

The Middleton City Council meeting on November 6, 2019 was called-to-order at 6:32 p.m. by Mayor Darin Taylor, who introduced City Attorney Chris Yorgason, Deputy Clerk Taylor Gyer, Public Works Superintendent/Planning and Zoning Official Bruce Bayne, City Treasurer Wendy Miles, Mayor Elect Steve Rule, and Council Member Elect Tim O'Meara.

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

**Information Items**

1. Public Works Director Bruce Bayne stated the Idaho Department of Environmental Quality approved the city's Wastewater Master Plan. Army Core of Engineers is not requiring a reuse permit to land apply treated waste water using a drip irrigation system in the three-acre area east of the waste water treatment plant. However, DEQ is requiring a work plan, Hyqual PLLC is working on behalf of the city. The city and Drainage District No. 2 evaluated the sediment in the Mill Slough and determined that the water quality project is working.
2. City Attorney Chris Yorgason briefly reviewed comments from the Impact Fee Advisory Committee's 2019 Annual Review.
3. City Treasurer Wendy Miles presented the 2019 Fiscal Year end review.

**Action Items**

1. **Consent Agenda (items of routine administrative business)**
  - a) **Consider approving minutes for Candidate Forum on October 15, 2019 and Council's October 16, 2019 meeting.**
  - b) **Consider ratifying October 25, 2019 payroll in an amount of \$104,270 and approving accounts payable thru October 25, 2019 in the amount of \$230,136.16.**

Mayor Taylor called and introduced the agenda item.

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

2. **Consider ratifying mayor unappointing and appointing the following individuals from and to the city's Impact Fee Advisory Committee.**
  - Chris Yorgason (Committee Chair) - no change**
  - Doug Critchfield – no change**
  - Tyler Ashton (builder) – no change**
  - Brett Bishop (builder) – no change**
  - Jim Taylor – no change**
  - Unappoint Doug Attwood (builder) and appoint Mike Graefe**
  - Unappoint Kassa Hartley and appoint Kelly Case**

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

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**Motion:** Motion by Council President Kiser to ratify the mayor's unappointment and appointment of individuals to the city's Impact Fee Advisory Committee was seconded by Council Member Huggins and carried unanimously.

3. **Consider approving Resolution 429-19 declaring certain business personal property iPhone 5s, 6 and 6s and accessories as broken, obsolete or surplus and authorizing their sale or other disposition.**

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

**Motion:** Motion by Council President Kiser to approve Resolution 429-19 was seconded by Council Member Garner and carried unanimously.

4. **Consider entering into a service agreement with Zwygart John CPAs to audit Fiscal Year 2019 financial records for payment in an amount not to exceed \$12,300.**

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

**Motion:** Motion by Council President Kiser enter into a service agreement with Zwygart John CPAs was seconded by Council Member Huggins and carried unanimously by roll call vote.

5. **Consider purchasing spare pumps for The Pines, Prospector and Telaga wastewater lift stations from Gem State Electric in an amount not to exceed \$17,461.25.**

Mayor Taylor called and introduced the agenda item, and Planning and Zoning Official Bayne gave a provided a review about the spare pumps. Mayor Taylor asked if anyone in the audience would like to speak to the item, none.

**Motion:** Motion by Council President Kiser to approve purchasing the spare pumps was seconded by Council Member Huggins and carried unanimously.

6. **Consider amending the final plat for Western Pines Subdivision to accurately reflect the turnaround location at the south terminus of Scotch Pine Dr.**

Mayor Taylor called and introduced the agenda item, and requested this item be tabled until the city received an approvable plat next.

**Motion:** Motion by Council President Kiser to table this item was seconded by Council Member Garner and carried unanimously.

7. **Consider approving a request by Toll Southwest LLC to extend the deadline for filing West Highlands Ranch Subdivision No. 12 application for final plat from December 27, 2019 to December 28, 2020.**

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Mayor Taylor called and introduced the agenda item, and the applicant's representative Sabrina Durtschi presented the request of the extension. Mayor Taylor asked if anyone in the audience would like to speak to the item: A couple of people in the audience had questions about sewer treatment capacity.

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

Mayor Taylor recessed the meeting at 7:25 p.m. and resumed the meeting at 7:33 p.m.

**8. Consider ratifying questions to the Middleton Planning and Zoning Commission about renegotiating the area of city impact boundary and applicable plans and ordinances.**

Mayor Taylor called and introduced the agenda item and Planning and Zoning Official Bayne summarized the Planning and Zoning Commission's recommendations. Mayor Taylor asked if anyone in the audience would like to speak to the item, none.

**Motion:** Motion by Council President Kiser to ratify questions to the Middleton Planning and Zoning Commission was seconded by Council Member Garner and carried unanimously.

**9. Consider approving a non-binding Memorandum of Understanding between the city and Idaho Transportation Department, District 3 to document the projects and plans in the Middleton area of city impact that have been discussed to date.**

Mayor Taylor called and introduced the agenda item and City Attorney Chris Yorgason confirmed the memorandum is non-binding and memorializes collaborations between the city and district about various transportations subjects. Mayor Taylor asked if anyone in the audience would like to speak to the item, none.

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

**10. Consider hiring Haz-Tech Drilling Inc. to construct four monitoring wells near the expanded wastewater treatment facility for payment in an amount not to exceed \$8,500.**

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

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

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**Public Comments, Mayor and Council Comments:**

Mayor Taylor congratulated Mayor Elect Steve Rule and Council Member Elect Tim O'Meara, stated the first Wednesday in January is the 1st so council meeting will be held the next night, January 2, 2020 at which time the oath of office will be administered to the new mayor and new council members.

**Adjourn:** Mayor Taylor adjourned the meeting at 8:20 p.m.

ATTEST:

\_\_\_\_\_  
Darin Taylor, Mayor

\_\_\_\_\_  
Taylor Gyer, Deputy Clerk  
Minutes Approved: November 20, 2019







LOCATION 012  
18490 SIMPLOT BLVD  
CALDWELL, ID 83605  
208-459-3800

Remit To:  
ECCO EQUIPMENT CORPORATION  
1417 N SUSAN STREET  
SANTA ANA, CA 92703  
-

Job Site:  
CITY OF MIDDLETON  
1103 W MAIN  
MIDDLETON, ID 83644

C#: 208-585-3133 J#: 208-585-3133

Customer: 8603  
CITY OF MIDDLETON  
1103 W MAIN  
MIDDLETON, ID 83644

## QUOTE

Contract #.. 191261  
Contract dt. 11/13/19  
Date out.... 11/25/19 7:00 AM  
Est return.. 12/23/19 3:30 PM  
Job Loc..... 1103 W MAIN, MIDDLETON  
Job No..... 012 1920274  
P.O. #.....  
Ordered By.. DARRELL

Qty	Equipment #	Min	Day	Week	Month	Amount
1	20-29 TON REDUCED RADIUS EXCA 0727160	533.60	533.60	1600.00	4800.00	
Less 20.00% Discount:						.00
Total:						4800.00
1	CAT 320/322/325 THUMB 0972080					N/C
1	30 TON ARTICULATED DUMP TRUCK 0212300	1000.00	1000.00	3000.00	9000.00	9000.00
DELIVERY CHARGE						300.00
PICKUP CHARGE						300.00
A discount of \$1200.00 has been applied.						
Sub-total:						14400.00
Total:						14400.00

CALIFORNIA \* NEVADA \* ARIZONA \* UTAH \* IDAHO \* NORTH DAKOTA \* ALBERTA

EQUIPMENT RECEIVED SUBJECT TO CONDITIONS ON REVERSE SIDE

The Undersigned acknowledges that he/her has read the printed material on the reverse side of this document and agrees to be bound thereby. Please sign ONE copy and return at once to Lessor in the envelope provided. Retain ONE copy for your records. SEE REVERSE FOR TERMS AND CONDITIONS.

X

SIGNATURE

X

FOR ECCO

Terms: Payment Due Upon Receipt: A Service Charge of 1.5% (18% per annum) will be applied to balances over 30 days old.



# RENTAL AGREEMENT

NO.: RQ000012506

Meridian  
500 E Overland Rd Meridian, ID 83642  
208.884.2300

CUSTOMER NO.: 5858200

JOB SITE:

City Of Middleton  
PO Box 487  
Attn: Melissa  
Middleton, ID 83644-0487

RENTAL START DATE: 11/13/2019 01:32pm

EST. RETURN DATE: 12/11/2019 01:32pm

EXPIRY DATE: 11/13/2019 12:00am

CUSTOMER PO:

JOB SITE CONTACT:

ORDERED BY: Darrell

PHONE:

WRITTEN BY: Craig A Baker

## DELIVERY NOTES:

City of Middleton

## RENTAL ITEMS

### HOURS ALLOWED:

### QUANTITY ITEM DESCRIPTION

		DAY	WEEK	4 WEEK
		(8)	(40)	(160)
1	316 EXCAVATOR PG	\$575.00	\$2,300.00	\$5,695.00

### MISCELLANEOUS ITEMS

1	CRS Truck Delivery	\$125.00
1	Enviro Fee	1%
1	Rental Equipment Protection (REP)	15%
1	CRS Truck Pickup	\$125.00

**TOTAL AMOUNT: 6,856.20**

**SALES TAX DISCLAIMER:** Western States Equipment (WSE) is required to collect Sales Tax for sales made in the following states: ID, WA, ND, and WY. Prices above do not include any applicable state, county, city, or local sales taxes. This contract is accepted with the understanding that such taxes and charges shall be added, as required by law, at the time this contract is invoiced. Where applicable, WSE will charge sales tax unless you have a valid sales tax exemption certificate on file. Valid sales tax exempt certificates can be emailed to SalesTax@wseco.com to ensure a copy is on file prior to invoicing. In states where WSE is not required to collect and pay Sales Tax, the purchaser is obligated to self-report and pay the Sales and/or Use Tax to the purchasers appropriate state's and or local Department of Revenue.

By signing below, you acknowledge that if equipment is returned damaged, you agree to pay loss of use damages in the same sum as rent until the machine is repaired to rent-ready status. Lessee agrees to lease from Western States the machine, vehicle (including but not limited to licensed and unlicensed trailers and motor vehicles), equipment and accessories described above (collectively, "the equipment") for the period, pursuant to the terms, and at the rates set forth on the face hereof and the reverse side.

#### Rental Equipment Protection (REP):

Our Rental Equipment Protection ("REP") Program is OPTIONAL AND MAY BE DECLINED

**IMPORTANT:** If you decline REP, or if you fail to pay the REP Fee, you will be responsible for all damage, repair(s) and replacement(s) of the Rented Item(s) at its/their full (new) replacement value. In addition, if REP is declined, Customer is required to provide a certificate of insurance to WSECO showing coverage on the equipment, including, without limitation, fire, theft, and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. WSECO must be named as an additional insured and must include stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days written prior notice to WSECO.

**\*\* Cat Equipment on this contract is not for sale.\*\***

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Accept \_\_\_\_\_ Decline \_\_\_\_\_



ORDINANCE NO. 625

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, AMENDING TITLE 7 CHAPTER 3 SECTIONS 1(G) TO CLARIFY HUNTING IS PROHIBITED IN CITY PARKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Middleton, Idaho, is a municipal corporation organized and operating under the laws of the State of Idaho;

WHEREAS, the City of Middleton Idaho, has the authority to establish and name roads by ordinance pursuant to Idaho Code 50-303;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, AS FOLLOWS:

Section 1: Title 7, Chapter 1, Section 1(G) shall be amended to read:

Hunting, shooting at targets, lighting fireworks, golfing, or participating in any activity involving dangerous objects that can cause great bodily harm, for example such as throwing or slinging rocks or stones, flinging sharp-ended arrows, knives, hatchets, guns, paintball guns, or javelins, swords or spears. ; golfing; weapons; and/or fireworks or object.

Section 2: This ordinance, or a summary thereof as provided by Idaho Code §50-901A, shall be published in one (1) issue of the official newspaper of the City of Middleton, Idaho, and shall take effect immediately upon its passage, approval and publication.

Dated this \_\_\_\_ day of November, 2019

CITY OF MIDDLETON, IDAHO

ATTEST:

\_\_\_\_\_  
Darin Taylor, Mayor

\_\_\_\_\_  
Taylor Gyer, Deputy City Clerk

CHAPTER 3  
**PUBLIC PARKS**

SECTION:

- 7-3-1: Permits; Prohibited Acts
- 7-3-2: Enforcement
- 7-3-3: Hours
- 7-3-4: Emergency Closure
- 7-3-5: Park Reservations
- 7-3-6: Admission Fees For Special Events
- 7-3-7: Special Provisions For Animals In Public Parks/Pathways

7-3-1: **PERMITS; PROHIBITED ACTS:** The following are prohibited in all public parks, unless a permit is first obtained from the City:

- A. Unauthorized motor vehicles. This rule shall not prohibit the use of ADA compliant wheelchairs that are motorized and other similar accessibility enhancing devices by disabled individuals.
- B. Overnight parking and parking or displaying "for sale" vehicles.
- C. Alcoholic beverages.
- D. Selling any goods, food or food products of any kind.
- E. Conducting business in or at a City park or facility, except in an area designated for a farmer's market or as part of events with a special events permit issued by the City.
- F. Camping <sup>or overnight</sup> day or night.
- G. Participating in any activity involving dangerous objects such as stones, arrows, knives, hatchets, paintball guns, or javelins; golfing; weapons; and/or fireworks.



# Quality Trailer Sales

1508 E. Chicago St. Caldwell, ID 83605  
P)208-459-7681 F)208-459-7064

Date: 9/24/19

Sales Rep: Bruce  
Cell# 208-422-4201  
Email: \_\_\_\_\_

## Customer Information

Name: CITY OF MIDDLETON  
Phone#: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

## Notes


## Trailer Information

Model: DO EG 20 - 14K  
Option: \_\_\_\_\_  
Option: \_\_\_\_\_  
Option: 1 MESH RAMP  
Option: \_\_\_\_\_  
Option: 2 SPRING LOADED  
Option: \_\_\_\_\_  
Option: \_\_\_\_\_  
Option: \_\_\_\_\_  
Option: HD upgrade  
Option: 36" wide Mesh Tube  
Option: Double Springs Ramps

Base Price: \$ 5995<sup>00</sup>  
Price: \$ \_\_\_\_\_  
Price: \$ \_\_\_\_\_  
Price: \$ 300<sup>00</sup>  
Price: \$ \_\_\_\_\_  
Price: \$ 6295<sup>00</sup>  
Price: \$ 55<sup>00</sup> ①  
Price: \$ \$ 6350 TOTAL option 1  
Price: \$ \_\_\_\_\_  
Price: \$ \$ 350<sup>00</sup> ② option 2  
Price: \$ \$ 6700<sup>00</sup>

## Trade Information

Make: _____	Year: _____
Model: _____	
Trade Value: \$ _____	
Comments: _____	

Gross Price: \$ \_\_\_\_\_  
Trade: \$ \_\_\_\_\_  
Net Price: \$ \_\_\_\_\_  
Doc Fee: \$ 55.00  
Sales Tax: \$ \_\_\_\_\_  
Total Price: \$ \_\_\_\_\_

Quote is good for 30 days!

ALSO HAS STAND UP RAMP  
- STABILIZER LEGS

TRAILER FOR  
BIGGER MOWER  
&  
SKID STEER



D L O H L H L L





321 N 21st Ave, Caldwell, ID 83605  
208-459-2030

## Trailer Quote

Quote Date 9/24/2019

Customer Name City of Middleton  
Customer Phone #: 208-631-6245  
Customer email

Description	
PJ 20' F8 Deckover Flatbed	
20' Straight Deck	
2 - 7K Spring Axles	
Black Powdercoat	
Pull out ramps	
Price	\$ 6,199.00
PJ 22' F8 Deckover Flatbed	
19' Straight 3' Dovetail	
2 - 7K Spring Axles	
Black Powdercoat	
Pull out ramps	
Price	\$ 6,599.00

NO STABILIZER LEGS

- DO NOT WANT A TILT DECK
- DO NOT WANT PULL OUT RAMPS

From: Derrald Waters ifishtrout@gmail.com  
Subject: PJ Trailer Quote  
Date: Sep 24, 2019 at 12:15:48 PM  
To: Terrell Mendive tmendive@middletoncity.com

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Terrell,

Please see attached quote and pictures (there is 1 picture of each trailer)

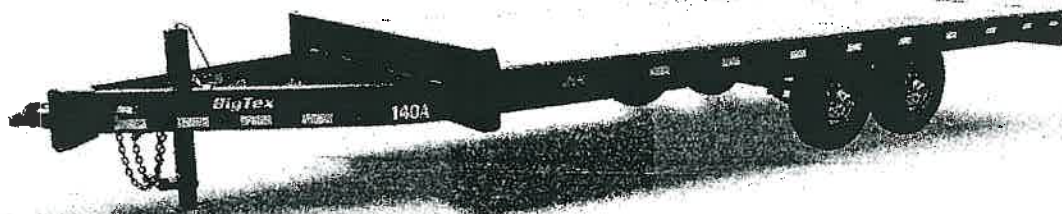
Thanks,  
Derrald Waters  
Riverside Trailers  
Caldwell, ID  
208-459-2030



pdf

0301\_0001.pdf  
361 KB





Model	Weight*	Description	MSRP
140A-16	3,250#	102" x 16' (Straight Deck) HD Over-The-Axle Bumperpull	\$6,390.98
140A-18	3,450#	102" x 18' (Straight Deck) HD Over-The-Axle Bumperpull	\$6,541.35
140A-20	3,650#	102" x 20' (Straight Deck) HD Over-The-Axle Bumperpull	\$6,691.73
140A-22	3,850#	102" x 22' (Straight Deck) HD Over-The-Axle Bumperpull	\$6,842.11
140A-17+3	3,680#	102" x 17' + 3' (3' Cleated Dovetail) HD Over-The-Axle BP	\$7,255.64
140A-18+3	3,890#	102" x 18' + 3' (3' Cleated Dovetail) HD Over-The-Axle BP	\$7,406.02
140A-21+3	4,180#	102" x 21' + 3' (3' Cleated Dovetail) HD Over-The-Axle BP	\$7,556.39

\*Weights shown are for base models without options and are estimates only

## OPTIONAL EQUIPMENT

Category	Code	Description	MSRP
COUPLERS	AP	Adjustable Pintle in Channel in Lieu of Coupler	\$0.00
BRAKES	HYDR*	Hydraulic Surge Brakes 2 Axles w/ Adjustable Demco Actuator	\$1,353.38
TIRE/WHEEL	SP	Spare Tire (ST235/80 R-16 LR-E)	\$187.97
TIRE/WHEEL	TU	Tire Upgrade (ST235/85 R-16 LR-G)	\$330.83
TIRE/WHEEL	SPU	Spare Tire Upgrade (ST235/85 R-16 LR-G)	\$270.68
RAMPS	BSIR	8' Rear Slide In Ramps	\$501.50
RAMPS	5FUR	5' HD Stand Up Ramps (Standard Equipped on "+3" Models)	\$0.00
BODY	RWOOD	Blackwood Rubber Infused Floor (X Length of Trailer)	\$45.11
CARGO CONTROL	#-DRING	5/8" D-Ring (Each)	\$27.07

\* Selecting this Option(s) will move unit to Specialty Manufacturing Line potentially causing extended lead times

## QUICK QUOTE

SKU	Color	Included Option(s)	MSRP
140A-16BK-BSIR	Black	102" X 16'; BSIR	\$6,992.48
140A-18BK-BSIR	Black	102" X 18'; BSIR	\$7,142.86
140A-20BK-BSIR	Black	102" X 20'; BSIR	\$7,293.23

INC

NO STABILIZER LEGS

— MANUAL PULL OUT  
RAMPS NOT PREFERRED



## 140A HEAVY DUTY OVER-THE-AXLE BUMPERPULL

<b>G.V.W.R.</b>	14,000#	<b>AXLE</b>	(2) 7,000# EZ Lube w/Electric Brakes
<b>G.A.W.R. (Ea. Axle)</b>	7,000#	<b>SUSPENSION</b>	Multi-Leaf Slipper Spring w/Equalizer
<b>COUPLER</b>	Adjustable 2-5/16" 18,000# Demco EZ Latch- BP	<b>TIRE</b>	ST235/80 R-16 Load Range E
<b>SAFETY CHAINS</b>	1/4" Grd. 70 w/Safety Latch Hook (2 each)	<b>WHEEL</b>	16" x 6"; Black Mod, 8 Bolt
<b>JACK</b>	12,000# Drop Leg Jack-Top Wind	<b>FLOOR</b>	2" Treated Pine or Douglas Fir*
<b>TONGUE</b>	Integral w/ Frame (8" I-Beam, 10#)	<b>LIGHTS</b>	L.E.D. D.O.T. Stop, Tail, Turn & Clearance
<b>FRAME</b>	8" I-Beam, 10#	<b>ELEC. PLUG</b>	7-Way RV
<b>CROSSMEMBERS</b>	3" x 3.5" Channel	<b>FINISH (Prep)</b>	Steel is Cleaned to Ensure a Professional Smooth Finish.
<b>SIDE RAILS</b>	5" Channel	<b>FINISH</b>	Superior Quality Finish is Applied for a Highly Decorative and Protective Finish.
<b>CARGO CONTROL</b>	Rub Rail on Both Sides w/ Stakepockets 24" On Center		

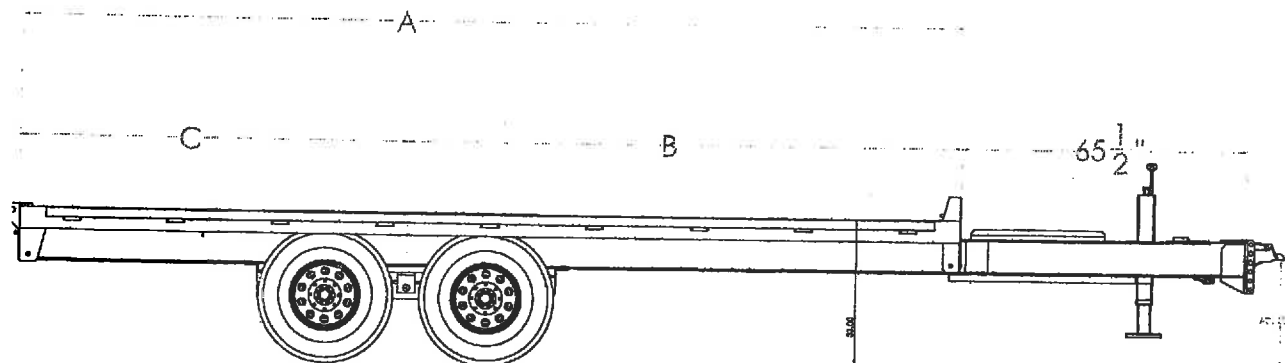
\* Douglas Fir Available from Caldwell, ID Facility Only

### STANDARD FEATURES

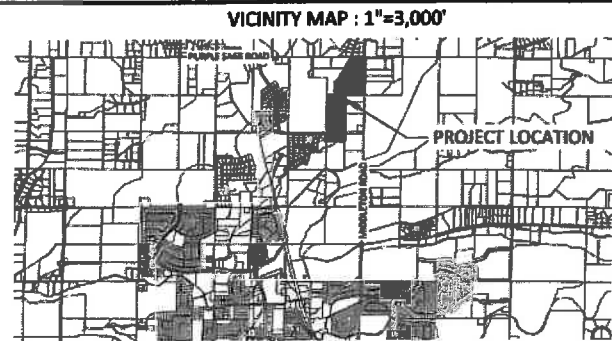
- Rubrail and Stakepockets Along Sides
- Storage Tray in Tongue
- Adjustable 2-5/16" Demco EZ Latch Coupler
- Tongue Integral with Frame for Added Strength
- 12,000# Drop Leg Jack (Top Wind)
- EZ Lube Hubs
- Dexter Brand Axles
- Cambered Axles
- Nev-R-Adjust Electric Brakes on All Hubs
- Grommet Mount Sealed Lighting
- L.E.D. Lighting Package
- Sealed, Modular Wiring Harness
- Spare Tire Mount (In Tongue Area)
- Complete Break-A-Way System w/Charger
- Zip™ Breakaway Cable
- Radial Tires

### DESCRIPTION

Dimensions			
Length	A	B	C
18'	193-1/2"	115"	78-1/2"
18'	217-1/2"	127"	90-1/2"
20'	240"	138"	102"
22'	264"	150"	114"

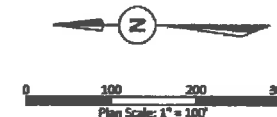






# AMENDED PRELIMINARY PLAT VALHALLA COUNTRY ESTATES

A PARCEL OF LAND SITUATED IN A PORTION OF THE EAST 1/2 OF THE NORTHEAST 1/4  
AND A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31,  
TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN,  
CITY OF MIDDLETON, CANYON COUNTY, IDAHO.  
2019

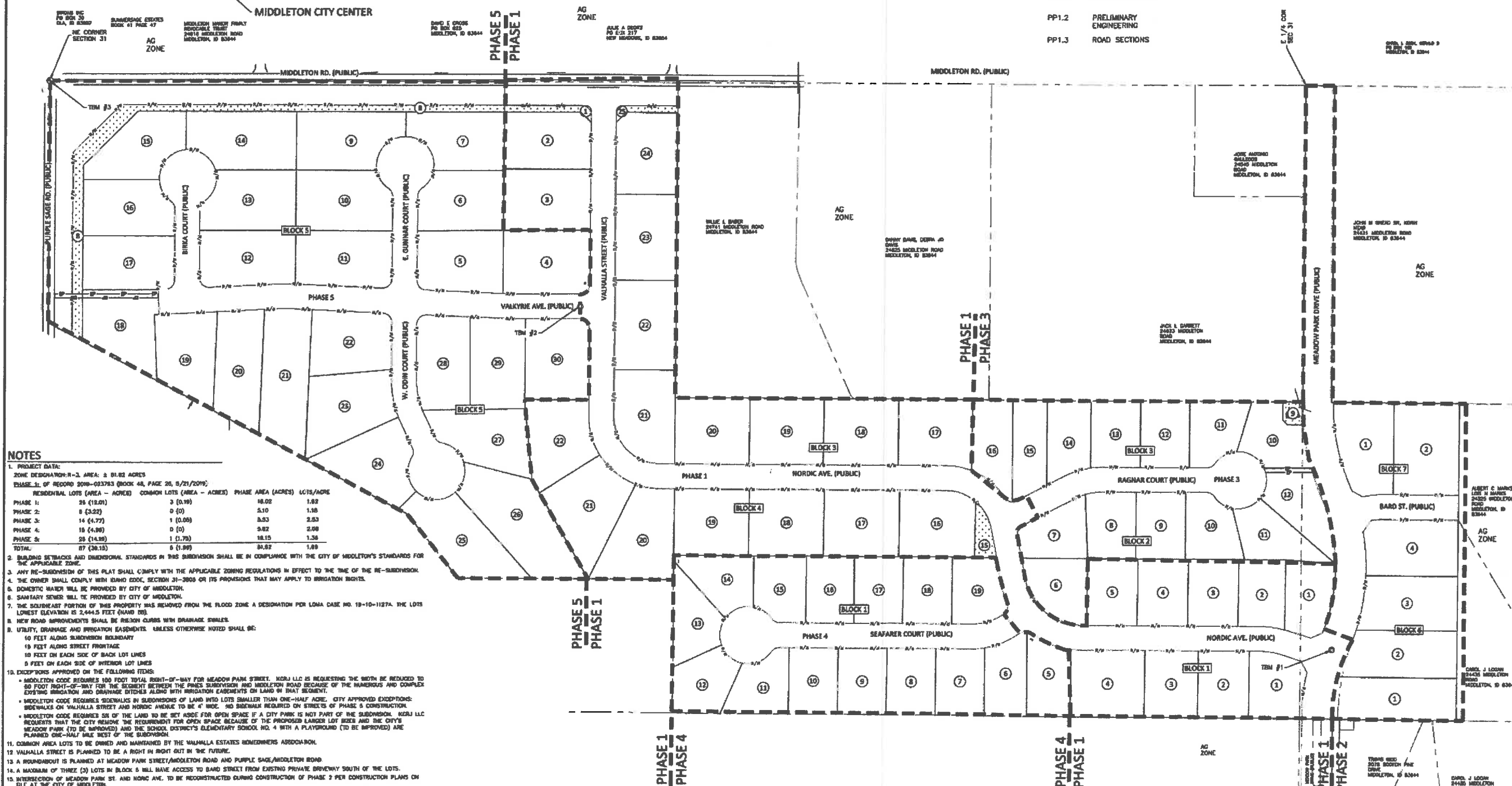


## LEGEND

---	PHASE LINE
---	BOUNDARY LINE
---	OFFSITE BOUNDARY LINE
---	PROPOSED EASEMENT
---	ROAD CENTERLINE
---	LOT LINE LINE
---	RIGHT-OF-WAY LINE
---	COMMON LOT AREA

## INDEX OF DRAWINGS

SHEET NO.	SHEET TITLE
PP1.0	COVER
PP1.1	PRELIMINARY PLAT
PP1.2	PRELIMINARY ENGINEERING
PP1.3	ROAD SECTIONS



## NOTES

- PROJECT DATA:  
ZONE DESIGNATION: R-2. AREA: 2.01 ACRES  
PHASE 1: OF RECORD 2019-03783 (BOOK 48, PAGE 25, 5/21/2019)  
RESIDENTIAL LOTS (AREA - ACRES) COMMON LOTS (AREA - ACRES) PHASE AREA (ACRES) LOTS/ACRES  
PHASE 1: 25 (12.01) 2 (0.19) 16.02 1.82  
PHASE 2: 8 (3.22) 0 (0) 3.10 1.16  
PHASE 3: 14 (4.77) 1 (0.08) 3.53 2.53  
PHASE 4: 18 (4.96) 0 (0) 3.62 2.98  
PHASE 5: 25 (14.96) 1 (0.75) 16.15 1.36  
TOTAL: 67 (38.15) 3 (1.02) 34.62 1.89
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MIDDLETON'S STANDARDS FOR THE APPLICABLE ZONE.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT TO THE TIME OF THE RE-SUBDIVISION.
- THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3006 OR ITS PROVISIONS THAT MAY APPLY TO IRRIGATION RIGHTS.
- DOMESTIC WATER WILL BE PROVIDED BY CITY OF MIDDLETON.
- SANITARY SEWER WILL BE PROVIDED BY CITY OF MIDDLETON.
- THE SOUTHEAST PORTION OF THIS PROPERTY HAS BEEN REMOVED FROM THE FLOOD ZONE A DESIGNATION PER LOMA CASE NO. 19-10-11274. THE LOTS LOWEST ELEVATION IS 2,444.5 FEET (NAVD 83).
- NEW ROAD IMPROVEMENTS SHALL BE DESIGN CLASSES WITH DRAINAGE SHOULDS.
- UTILITY, DRAINAGE AND IRRIGATION EASEMENTS, UNLESS OTHERWISE NOTED SHALL BE:  
10 FEET ALONG SUBDIVISION BOUNDARY  
15 FEET ALONG STREET FRONTAGE  
10 FEET ON EACH SIDE OF BACK LOT LINES  
5 FEET ON EACH SIDE OF INTERIOR LOT LINES
- EXCEPTIONS APPROVED ON THE FOLLOWING TITLES:  
• MIDDLETON CODE REQUIRES 100 FOOT TOTAL RIGHT-OF-WAY FOR MEADOW PARK STREET. KORA LLC IS REQUESTING THE WIDTH BE REDUCED TO 50 FOOT RIGHT-OF-WAY FOR THE SEGMENT BETWEEN THE PHASE SUBDIVISION AND MIDDLETON ROAD BECAUSE OF THE NUMEROUS AND COMPLEX EXISTING IRRIGATION AND DRAINAGE EASEMENTS ALONG WITH IRRIGATION EASEMENTS ON LAND IN THAT SEGMENT.  
• MIDDLETON CODE REQUIRES SIDEWALKS IN SUBDIVISIONS OF LAND INTO LOTS SMALLER THAN ONE-HALF ACRE. CITY APPROVED EXCEPTIONS: SIDEWALKS ON VALHALLA STREET AND NORDIC AVENUE TO BE 4' WIDE. NO SIDEWALK REQUIRED ON LINES 16 OF PHASE 3 CONSTRUCTION.  
• MIDDLETON CODE REQUIRES 5% OF THE LAND TO BE SET ASIDE FOR OPEN SPACE IF A CITY PARK IS NOT PART OF THE SUBDIVISION. KORA LLC REQUESTS THAT THE CITY REMOVE THE REQUIREMENT FOR OPEN SPACE BECAUSE OF THE PROPOSED LARGER LOT SIZE AND THE CITY'S MEADOW PARK (TO BE IMPROVED) AND THE SCHOOL DISTRICT'S ELEMENTARY SCHOOL NO. 4 WITH A PLAYGROUND (TO BE IMPROVED) ARE PLANNED ONE-HALF MILE WEST OF THE SUBDIVISION.
- COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE VALHALLA ESTATES HOMEOWNERS ASSOCIATION.
- VALHALLA STREET IS PLANNED TO BE A RIGHT IN RIGHT OUT IN THE FUTURE.
- A ROUNDABOUT IS PLANNED AT MEADOW PARK STREET/MIDDLETON ROAD AND PURPLE SAGE/MIDDLETON ROAD.
- A MAXIMUM OF THREE (3) LOTS IN BLOCK 5 WILL HAVE ACCESS TO BARD STREET FROM EXISTING PRIVATE DRIVEWAY SOUTH OF THE LOTS.
- INTERSECTION OF MEADOW PARK ST. AND NORDIC AVE. TO BE RECONSTRUCTED DURING CONSTRUCTION OF PHASE 2 PER CONSTRUCTION PLANS ON FILE AT THE CITY OF MIDDLETON.
- MIDDLETON ROAD FRONTING PHASE 1 TO BE IMPROVED PER CITY OF MIDDLETON SUPPLEMENTAL SPECIFICATION CONCURRENT WITH PHASE 2.
- NO LOTS HAVE ACCESS MEADOW PARK STREET.
- PURPLE SAGE FULL ROADWAY IMPROVEMENTS ARE NOT REQUIRED ON THE SOUTH SIDE OF PURPLE SAGE ROAD, WITH THE EXCEPTION OF THE 8' ASPHALT DRIVEWAY AND 50' DEDICATION.
- FULL ROAD IMPROVEMENTS FOR THE WEST 1/2 (50') OF MIDDLETON ROAD SHALL BEGIN 600' SOUTH OF THE CENTERLINE INTERSECTION OF MIDDLETON AND PURPLE SAGE INTERSECTION. A SHORT TRANSITION TAPER WILL BE REQUIRED NORTH OF THIS POINT.

## OWNER/DEVELOPER

KORA LLC  
1309 COLORFUL DRIVE  
NAPA, IDAHO 83647  
(208) 995-3248

## ENGINEER/SURVEYOR

KM ENGINEERING, LLP  
9233 W. STATE STREET  
BOISE, IDAHO 83714  
(208) 830-6039

BENCHMARK					
POINT NUMBER	POINT STYLE	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	⊙	752439.1366	2385460.1487	2448.68	5/8" REBAR
2	⊙	753878.1024	2386180.4209	2452.32	5/8" REBAR
3	⊙	755140.3731	2386860.1828	2457.91	BRASS CAP

MILTON W. OSBORN, JAMES  
E. OSBORN TRUST  
PO BOX 178  
MIDDLETON, ID 83644

AMENDED PRELIMINARY PLAT  
VALHALLA COUNTRY ESTATES SUBDIVISION  
MIDDLETON, ID

COVER SHEET

DRAWING STATUS:  
PRELIMINARY NOT  
FOR CONSTRUCTION

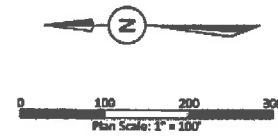


ENGINEERS, SURVEYORS, PLANNERS  
9233 WEST STATE STREET  
BOISE, IDAHO 83724  
PHONE (208) 830-6039  
FAX (208) 830-6039

DESIGN BY: JP  
DRAWN BY: LAG  
CHECKED BY: LAG  
DATE: 11-6-2019

PROJECT: 19-017  
SHEET NO.

PP1.0



REVISIONS	
NO.	DATE

AMENDED PRELIMINARY PLAT  
VALHALLA COUNTRY ESTATES SUBDIVISION  
MIDDLETON, ID

PRELIMINARY PLAT

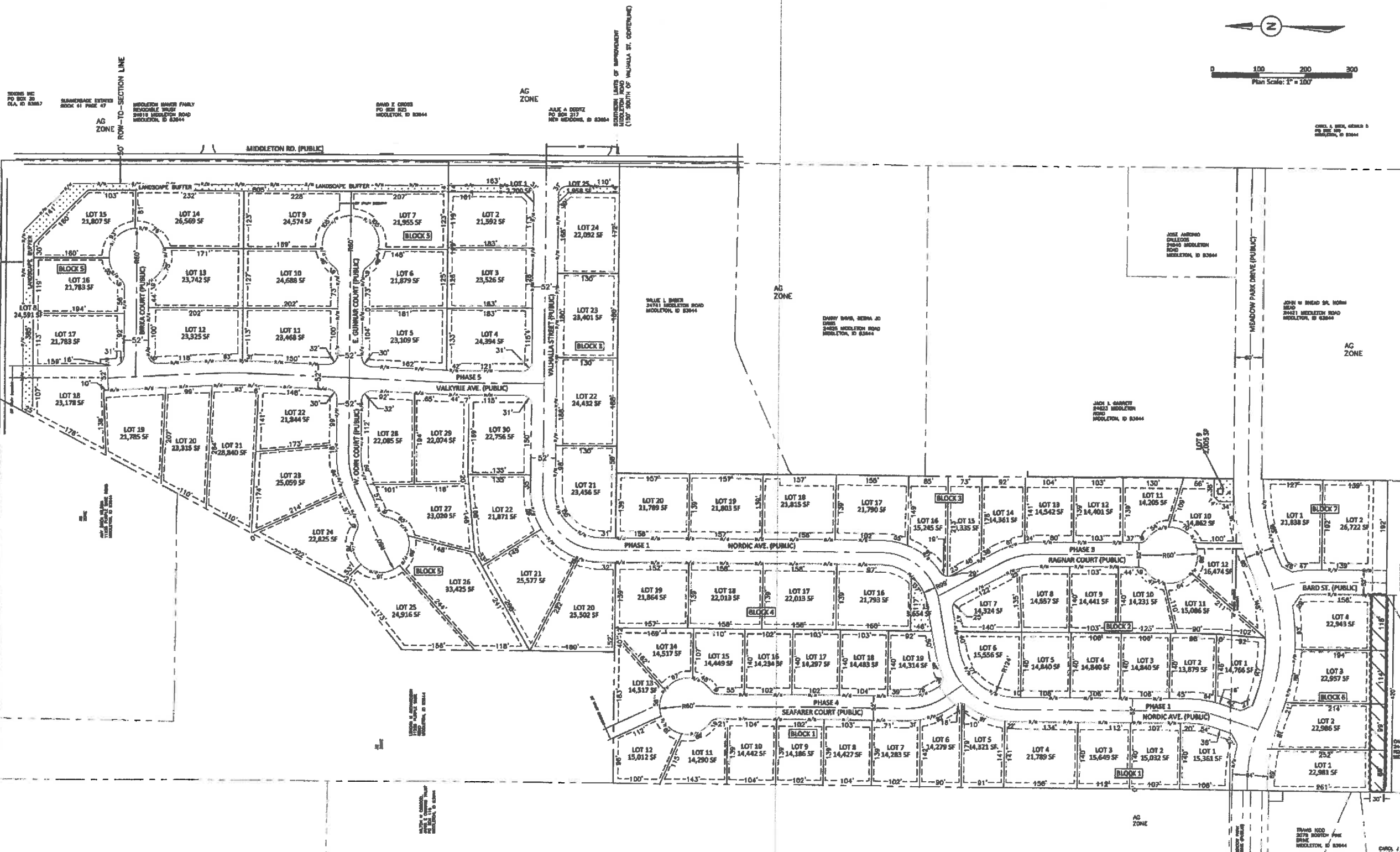
DRAWING STATUS:  
PRELIMINARY NOT  
FOR CONSTRUCTION

**km**  
ENGINEERING

ENGINEERS, SURVEYORS, PLANNERS  
8233 WEST STATE STREET  
BOISE, IDAHO 83734  
PHONE (208) 438-8936  
FAX (208) 639-8590

DESIGN BY: JP  
DRAWN BY: LAG  
CHECKED BY: LAG  
DATE: 11-4-2019  
PROJECT: 19-017

SHEET NO.  
PP1.1



LEGEND

- BOUNDARY LINE
  - OFFSITE BOUNDARY LINE
  - PROPOSED EASEMENT
  - ROAD CENTERLINE
  - LOT LINE LINE
  - RIGHT-OF-WAY LINE
  - COMMON LOT AREA
- PROPOSED PRIVATE DRIVE  
EXISTING EASEMENT (30' x 420')  
INSTRUMENT NO. 500316







REVISIONS

NO.	DATE	REVISION

AMENDED PRELIMINARY PLAT  
VALHALLA COUNTRY ESTATES SUBDIVISION  
MIDDLETON, ID

PROPOSED AND EXISTING ROADWAY CROSS SECTIONS

DRAWING STATUS:  
PRELIMINARY NOT  
FOR CONSTRUCTION

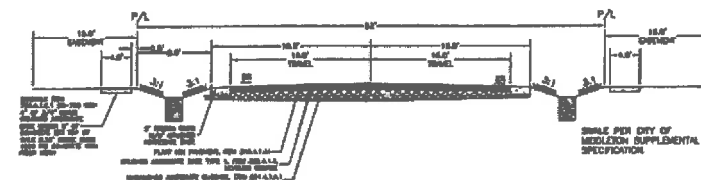


ENGINEERS, SURVEYORS, PLANNERS  
1233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 333-8939  
FAX (208) 333-8937

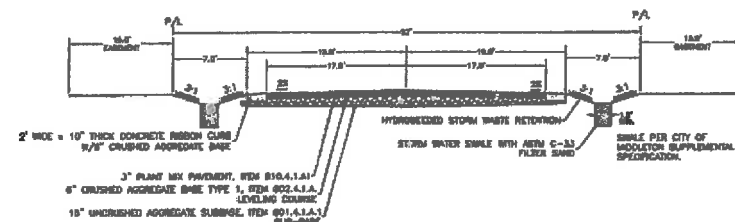
DESIGN BY: JP  
DRAWN BY: LAG  
CHECKED BY: LAG  
DATE: 11-4-2015  
PROJECT: 15-017

SHEET NO.

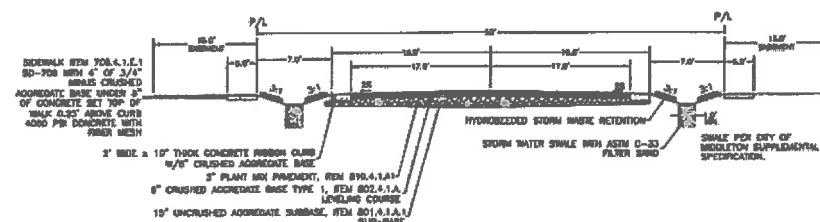
PP1.3



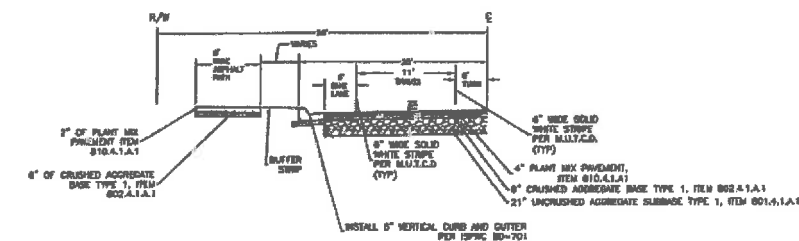
VALHALLA STREET  
NORDIC AVENUE  
EXISTING ROADWAY SECTION  
N.T.S.



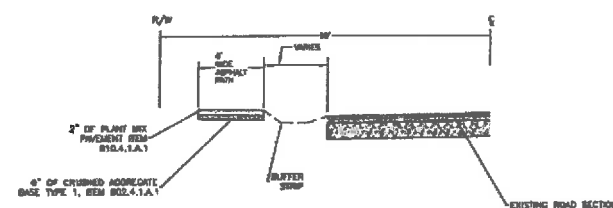
PROPOSED INTERIOR ROADWAY SECTION  
FOR VALKYRIE AVE., W. ODIN CT., E.  
GUNNAR CT. AND BIRKA CT.  
N.T.S.



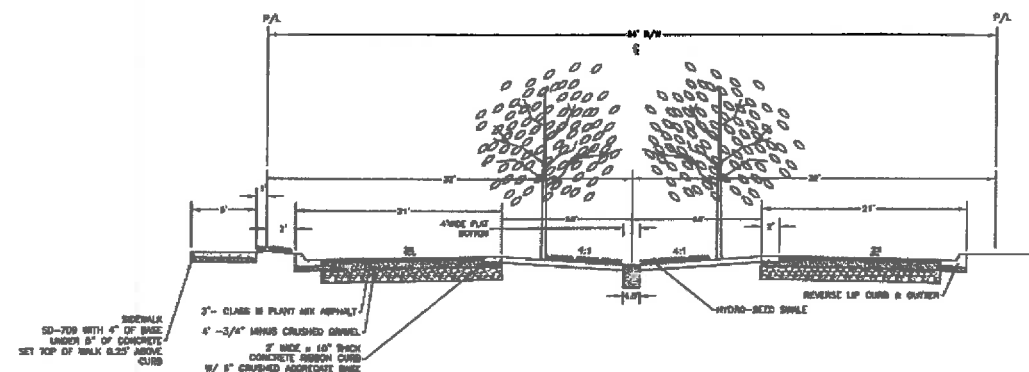
PROPOSED INTERIOR ROADWAY SECTION  
SEAFARER COURT AND RAGNAR COURT  
N.T.S.



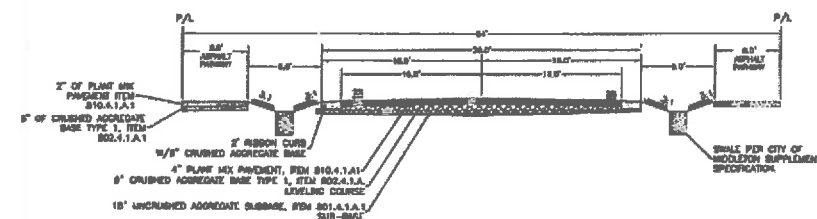
MIDDLETON ROAD  
HALF SECTION  
N.T.S.



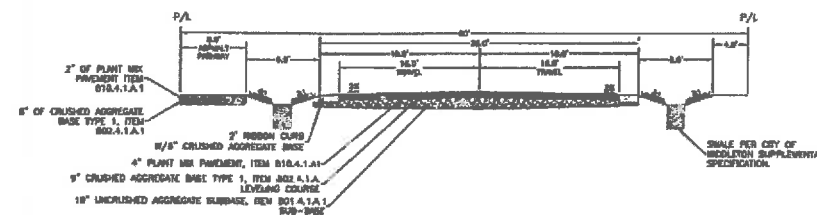
PURPLE SAGE ROAD  
HALF SECTION  
N.T.S.



EXISTING MEADOW PARK STREET  
WEST OF VALHALLA SUBDIVISION  
N.T.S.



PROPOSED MEADOW PARK STREET  
NORDIC TO WEST SUBDIVISION BOUNDARY  
N.T.S.



PROPOSED MEADOW PARK STREET FROM  
VALHALLA SUB. TO MIDDLETON ROAD  
LOOKING EAST  
N.T.S.





Professional Engineers, Land Surveyors and Planners

924 3<sup>rd</sup> St. So. Nampa, ID 83651  
Ph (208) 454-0256 Fax (208) 467-4130

e-mail: [dholzhey@mseng.us](mailto:dholzhey@mseng.us)

FOR: Tim Kristovich  
JOB NO.: FE0418  
DATE: October 23, 2019

**LOT 1 BLOCK 1  
OF WESTERN PINES SUBDIVISION  
EASEMENT VACATION**

An easement vacation in Lot 1 Block 1 of Western Pines Subdivision in Book 47 at Page 32 in the Office of the Canyon County Recorder's in the NW1/4 SE1/4 of Section 31, Township 5 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the southeast corner of the NW1/4 SE1/4;

Thence S 89° 38' 40" W a distance of 680.13 feet along the south boundary of the NW1/4 SE1/4 to the southeast corner of Lot 2 Block 1 of Western Pines Subdivision;

Thence N 00° 21' 20" W a distance of 45.00 feet along the east boundaries of Lots 1 & 2;

Thence S 89° 38' 40" W a distance of 14.50 feet to the **POINT OF BEGINNING** of said easement;

Thence S 89° 38' 40" W a distance of 18.50 feet;

Thence N 00° 21' 20" W a distance of 10.00 feet;

Thence N 89° 38' 40" E a distance of 18.50 feet;

Thence S 00° 21' 20" E a distance of 10.00 feet to **POINT OF BEGINNING** of said easement.



Professional Engineers, Land Surveyors and Planners  
Page 1 of 1





Professional Engineers, Land Surveyors and Planners

924 3<sup>rd</sup> St. So. Nampa, ID 83651  
Ph (208) 454-0256 Fax (208) 467-4130

e-mail: [dholzhey@mseng.us](mailto:dholzhey@mseng.us)

FOR: Tim Kristovich  
JOB NO.: FE0418  
DATE: October 23, 2019

**LOT 3 BLOCK 3  
OF WESTERN PINES SUBDIVISION  
EASEMENT VACATION**

An easement vacation in Lot 3 Block 3 of Western Pines Subdivision in Book 47 at Page 32 in the Office of the Canyon County Recorder's in the NW1/4 SE1/4 of Section 31, Township 5 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the southeast corner of the NW1/4 SE1/4;

Thence S 89° 38' 40" W a distance of 628.13 feet along the south boundary of the NW1/4 SE1/4 to the southwest corner of Lot 2 Block 3 of Western Pines Subdivision;

Thence N 00° 21' 20" W a distance of 45.00 feet along the west boundaries of Lots 2 & 3;

Thence N 89° 38' 40" E a distance of 14.50 feet to the **POINT OF BEGINNING** of said easement;

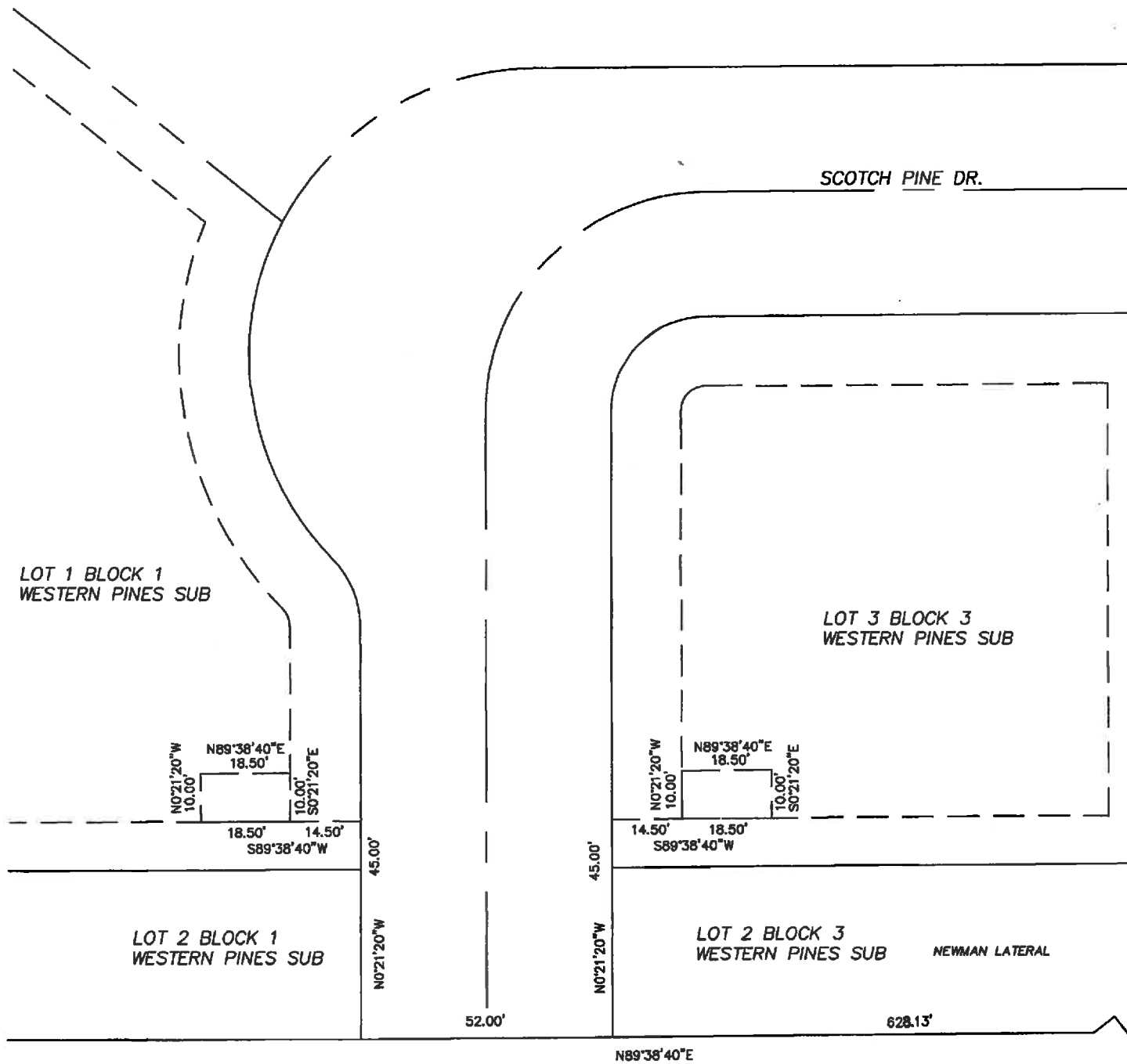
Thence N 00° 21' 20" W a distance of 10.00 feet;

Thence N 89° 38' 40" E a distance of 18.50 feet;

Thence S 00° 21' 20" E a distance of 10.00 feet;

Thence S 89° 38' 40" W a distance of 18.50 feet to **POINT OF BEGINNING** of said easement.





SE1/16 COR. SEC. 31  
G.L.O. MONUMENT  
CP&F #200518503



Professional Engineers, Land Surveyors and Planners

924 3<sup>rd</sup> St. So. Nampa, ID 83651  
Ph (208) 454-0256 Fax (208) 467-4130

e-mail: [dholzhey@mseng.us](mailto:dholzhey@mseng.us)

FOR: Tim Kristovich  
JOB NO.: FE0418  
DATE: November 12, 2019

**LOT 2 BLOCK 1  
OF WESTERN PINES SUBDIVISION  
EASEMENT**

An easement in Lot 2 Block 1 of Western Pines Subdivision in Book 47 at Page 32 in the Office of the Canyon County Recorder's in the NW1/4 SE1/4 of Section 31, Township 5 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the southeast corner of the NW1/4 SE1/4;

Thence S 89° 38' 40" W a distance of 680.13 feet along the south boundary of the NW1/4 SE1/4 to the southeast corner of Lot 2 Block 1 of Western Pines Subdivision and the **POINT OF BEGINNING** of said easement;

Thence N 00° 21' 20" W a distance of 35.00 feet along the east boundary of Lot 2 to the northeast corner of Lot 2;

Thence S 89° 38' 40" W a distance of 34.00 feet;

Thence S 00° 21' 20" E a distance of 35.00 feet;

Thence N 89° 38' 40" E a distance of 34.00 feet to **POINT OF BEGINNING** of said easement.





Professional Engineers, Land Surveyors and Planners

924 3<sup>rd</sup> St. So. Nampa, ID 83651  
Ph (208) 454-0256 Fax (208) 467-4130

e-mail: [dholzhey@mseng.us](mailto:dholzhey@mseng.us)

FOR: Tim Kristovich  
JOB NO.: FE0418  
DATE: November 12, 2019

**LOT 2 BLOCK 3  
OF WESTERN PINES SUBDIVISION  
EASEMENT**

An easement in Lot 2 Block 3 of Western Pines Subdivision in Book 47 at Page 32 in the Office of the Canyon County Recorder's in the NW1/4 SE1/4 of Section 31, Township 5 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the southeast corner of the NW1/4 SE1/4;

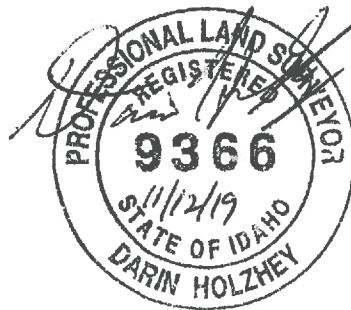
Thence S 89° 38' 40" W a distance of 628.13 feet along the south boundary of the NW1/4 SE1/4 to the southwest corner of Lot 2 Block 3 of Western Pines Subdivision and the **POINT OF BEGINNING** of said easement;

Thence N 00° 21' 20" W a distance of 35.00 feet along the west boundary of Lot 2 to the northwest corner of Lot 2;

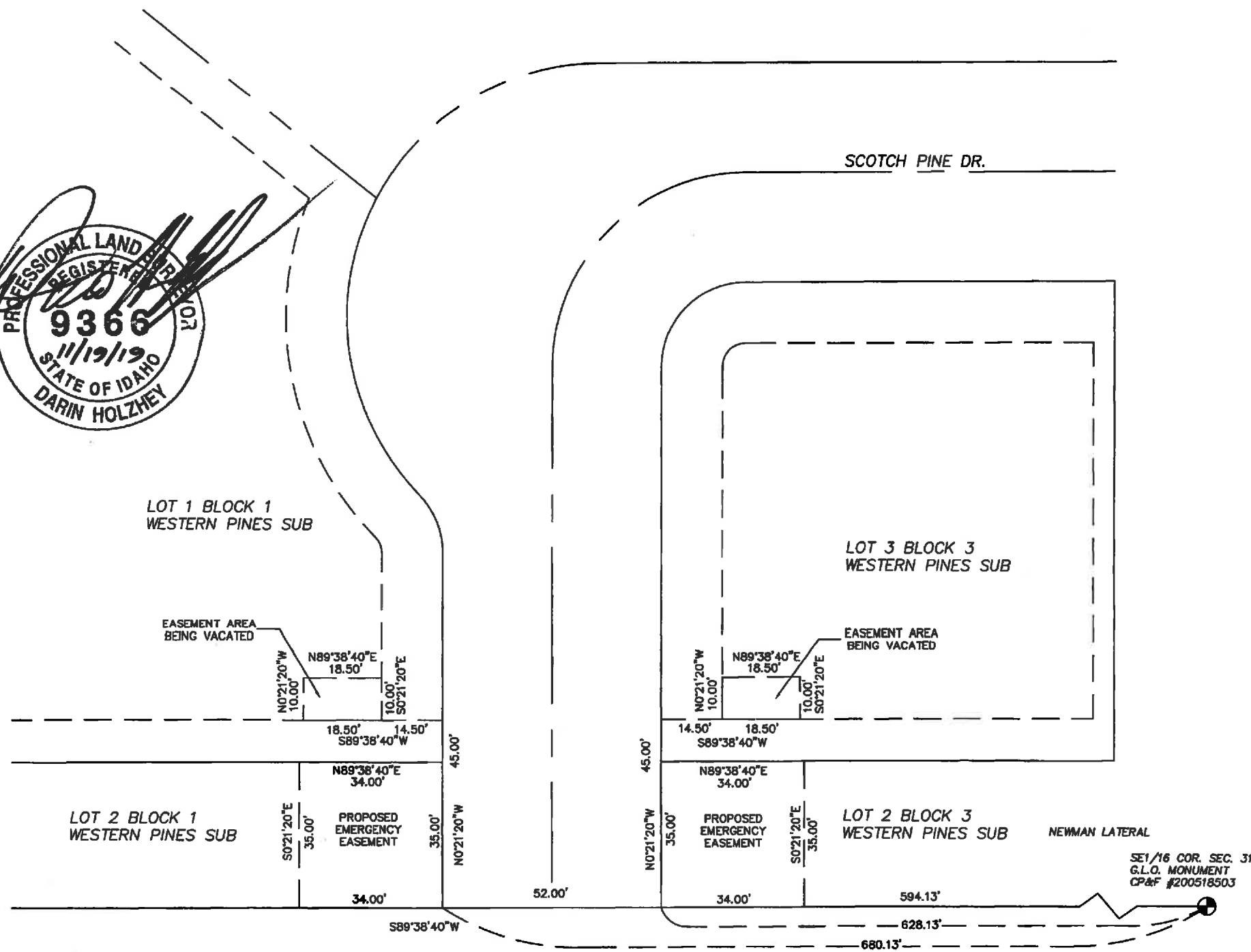
Thence N 89° 38' 40" E a distance of 34.00 feet;

Thence S 00° 21' 20" E a distance of 35.00 feet;

Thence S 89° 38' 40" W a distance of 34.00 feet to **POINT OF BEGINNING** of said easement.









Darin Taylor

---

**From:** Darin Taylor  
**Sent:** Tuesday, November 12, 2019 5:42 PM  
**To:** Kevin Bishop  
**Cc:** Rob Kiser; bfurner@middleton.com; Bruce Bayne; Carrie Huggins; Jeff Garner; Amy Woodruff (amy@civildynamics.net); Spencer Kofoed  
**Subject:** RE: Walking Path in Southern Easement of Blue Meadows Subdivision  
**Attachments:** SKMBT\_C36019111216390.pdf

Mr. Bishop,

The city received your email and, for those not present at our two-and-a-half hour meeting today, the one change that is the subject of discussion is locating the walking path on the south side instead of the north side of lots. I determined this was not a material change so, at the future time when council considers the application for final plat, the council can find that the final plat substantially conforms to the approved preliminary plat.

City Code requires improvements be constructed with Phase 1 and, with paving season ending any day, the change was a city-accommodation to the developer because the city said it would obtain the permit from Army Corp of Engineers to construct the pathway in wetlands along the south side of Middleton Mill Ditch in Blue Meadows Subdivision No. 1 but could not apply without an approvable off-site mitigation plan. Forming that plan has been on hold due to the unexpected 18 month-and-counting delay in Idaho Department of Water Resources issuing a water right permit to divert water from Mill Slough to create wetlands in River Park, city-owned property downstream from Blue Meadows (Water Quality Project Phase 2).

I confirmed with the Bruce Bayne, Middleton Public Works Superintendent/Planning and Zoning Official, and Amy Woodruff, City Engineer, relocating the pathway in Blue Meadows Subdivision from the south side of Middleton Mill Ditch to the blue ink-pen line shown on the attached aerial image would not be a material change since it is on the same property, extends the width of the property, complies with the comprehensive plan transportation policies and map, and would overlay existing municipal water and sewer lines. Record drawings, also known as as-built plans, filed in permanent records of the city would show the location where the pathway is built.

I am requesting city council ratify my determination that relocation of the pathway from where it is shown on the approved preliminary plat to where it is shown on the attached diagram is not a material change. This item will be on the city council agenda for 6:30 p.m. on November 20, 2019. Everyone is invited to attend the meeting and, as I customarily do, I will ask if anyone in the audience would like to speak to this item; that is the time interested individuals may state their comments.

Thank you,

Darin Taylor, Mayor  
208-697-4354  
[dtaylor@middletoncity.com](mailto:dtaylor@middletoncity.com)

---

**From:** Kevin Bishop <utfao@yahoo.com>  
**Sent:** Tuesday, November 12, 2019 3:23 PM  
**To:** Darin Taylor <dtaylor@middletoncity.com>; Carrie Huggins <chuggins@middletoncity.com>; Rob Kiser <rkiser@middletoncity.com>; bfurner@middleton.com; rjgregory1@hotmail.com; Bruce Bayne <bwayne@middletoncity.com>  
**Subject:** Walking Path in Southern Easement of Blue Meadows Subdivision

Dear Mayor Taylor and the Members of Middleton's City Council,

The Conditions of Approval for the Blue Meadows Subdivision as discussed in the City Council Meetings of December 2018 and January 2019 have changed significantly without notification. The changes greatly impact the Safety and Security of the residents of the Lansing Meadows Subdivision, which borders the Blue Meadows Subdivision to the South. The changes and extreme impact were not known until work was done on Monday 11 November 2019 to prepare the proposed walking path for asphaltting on Thursday 14 November.

In view of the above, request that all work being performed on the walking path be stopped until approved revised conditions of approval are provided with proper notification to the affected adjoining residents, so that we we may have the opportunity to come before the City Council and properly resolve this matter.

Very Respectfully,

Kevin R. Bishop  
HOA President  
Lansing Meadows  
Middleton, Idaho

Darin Taylor

---

**From:** Darin Taylor  
**Sent:** Thursday, November 14, 2019 5:59 PM  
**To:** sanjuanyts@aol.com  
**Cc:** Rob Kiser; Carrie Huggins; Beverlee Furner; Jeff Garner  
**Subject:** RE: Walking Path in Southern Easement of Blue Meadows Subdivision  
**Attachments:** SKMBT\_C36019111216390.pdf

Mr. Crawford,

The city received your email and, for those not present at our two-and-a-half hour meeting you requested on November 12, 2019, the one change that is the subject of discussion is locating the walking path on the south side instead of the north side of lots. I determined this was not a material change so, at the future time when council considers the application for final plat, the council can find that the final plat substantially conforms to the approved preliminary plat.

City Code requires improvements be constructed with Phase 1 and, with paving season ending any day, the change was a city-accommodation to the developer because the city said it would obtain the permit from Army Corp of Engineers to construct the pathway in wetlands along the south side of Middleton Mill Ditch in Blue Meadows Subdivision No. 1 but could not apply without an approvable off-site mitigation plan. Forming that plan has been on hold due to the unexpected 18 month-and-counting delay in Idaho Department of Water Resources issuing a water right permit to divert water from Mill Slough to create wetlands in River Park, city-owned property downstream from Blue Meadows (Water Quality Project Phase 2).

I confirmed with the Bruce Bayne, Middleton Public Works Superintendent/Planning and Zoning Official, and Amy Woodruff, City Engineer, relocating the pathway in Blue Meadows Subdivision from the south side of Middleton Mill Ditch to the blue ink-pen line shown on the attached aerial image would not be a material change since it is on the same property, extends the width of the property, complies with the comprehensive plan transportation policies and map, and would overlay existing municipal water and sewer lines. Record drawings, also known as as-built plans, filed in permanent records of the city would show the location where the pathway is built.

I am requesting city council ratify my determination that relocation of the pathway from where it is shown on the approved preliminary plat to where it is shown on the attached diagram is not a material change. This item will be on the city council agenda for 6:30 p.m. on November 20, 2019. Everyone is invited to attend the meeting and, as I customarily do, I will ask if anyone in the audience would like to speak to this item; that is the time interested individuals may state their comments.

Darin Taylor, Mayor  
City of Middleton, ID  
208-697-4354  
[dtaylor@middletoncity.com](mailto:dtaylor@middletoncity.com)

**From:** sanjuanyts@aol.com <sanjuanyts@aol.com>  
**Sent:** Thursday, November 14, 2019 5:31 PM  
**To:** Darin Taylor <dtaylor@middletoncity.com>; Carrie Huggins <chuggins@middletoncity.com>; Rob Kiser <rkiser@middletoncity.com>; Beverlee Furner <bfurner@middletoncity.com>  
**Subject:** Walking Path in Southern Easement of Blue Meadows Subdivision

Mayor Taylor and the Members of Middleton, Idaho City Council,

The Conditions of Approval for the Blue Meadows Subdivision as discussed in the City Council meetings of December 2018 and January 2019 were changed without notification. The relocation of the walking path present Safety, Security

and Privacy implications for the residents of Lakes at Telaga Community. The changes and impact were not brought to the attention of our home owners until significant work had began on the relocated walking path.

We request the work on the walking path be stopped until the members of the City Council review the current situation and explore other options and provide proper notification to the residents of our community. We further request an opportunity to address this issue at a City Council meeting.

Respectfully,

Ronald G. Crawford  
HOA President  
Lakes at Telaga

8359 Spring Creek Way  
Middleton, Idaho 83644

[sanjuanyts@aol.com](mailto:sanjuanyts@aol.com)













# J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: \_\_\_\_\_  
J-U-B Project Manager: Dan Ayers

This Agreement entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between City of Middleton, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

## WITNESSETH:

WHEREAS the CLIENT intends to: construct a trunk sewer on 9<sup>th</sup> street hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

## CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

## PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

### For the CLIENT:

1. Name	<u>Darin Taylor</u>	Work telephone	<u>208-585-3133</u>
Address	<u>1103 W. Main</u>	Home/cell phone	<u>208-697-4354</u>
	<u>Middleton, ID 83644</u>	FAX telephone	<u>208-585-9601</u>
		E-mail address	<u>dtaylor@middletoncity.com</u>

### For J-U-B:

1. Name	<u>Dan Ayers</u>	Work telephone	<u>208-376-7330</u>
Address	<u>250 N. Beechwood, Ste. 201</u>	Cell phone	<u>208-866-5347</u>
	<u>Boise, ID 83706</u>	FAX telephone	
		E-mail address	<u>dayers@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

## SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

## SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

## BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: \_\_\_\_\_

Remarks: \_\_\_\_\_

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:  
City of Middleton

NAME

6 N. Dewey

STREET

Middleton, ID 83644

CITY / STATE / ZIP CODE

BY (Signature)

Darin Taylor, Mayor

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:  
250 S. Beechwood, Ste 201

STREET

Boise, ID 83706

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

Applicable  
Attachments or  
Exhibits to this  
Agreement are  
indicated as  
marked.

☒ Attachment 1 – Scope of Services,  
Schedule, and Basis of Fee

☐ Attachment 2 – Special Provisions

☐ Standard Exhibit A – Construction  
Phase Services

REV: 1/19

DISTRIBUTION: Accounting; Project File; CLIENT

# J-U-B ENGINEERS, Inc. TERMS AND CONDITIONS

## GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

## REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

## CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of

the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

## OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

## TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

## **TERMINATION**

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

## **RISK ALLOCATION**

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

## **HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

## **RIGHT OF ENTRY**

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

## **MEDIATION BEFORE LITIGATION**

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties

mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

## **LIMITATION PERIODS**

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

## **LEGAL FEES**

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

## **SURVIVAL**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

## **EXTENT OF AGREEMENT**

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

## **SUCCESSORS AND ASSIGNS**

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

## **CONTROLLING LAW, JURISDICTION, AND VENUE**

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** 9<sup>th</sup> Street Trunk Sewer

**CLIENT:** City of Middleton

**J-U-B PROJECT NUMBER:** 10-19-XXX

**CLIENT PROJECT NUMBER:** TBD

**ATTACHMENT TO:**

☒ **AGREEMENT DATED:** TBD; or

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES ; DATED:** NA

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Extension of a trunk sewer from a manhole located at the southeast corner of the High School campus and extending approximately 1400 feet west to just past the roundabout at Emmett Road.

This scope of services includes the following Tasks:

Task 1 – Project Administration and Meetings

Task 2 – Trunk Sewer Extension Design

Task 3 – Agency Coordination and Permitting

Task 4 – Additional Services

**PART 2 - SCOPE OF SERVICES BY J-U-B**

**Project Assumptions**

- J-U-B will provide construction Plans, Bid Schedule and Technical Specifications only. No front end contracting documents will be provided.
- Exact locations of utilities are not known and may affect the alignment during construction.
- One construction package (bidding documents) is assumed for the sewer alignment generally described herein.
- No services will be necessary on the new trunkline.
- No floodplain development permit, irrigation license agreements, or United States Corps of Engineers 404 Crossing permit will be needed.

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**A. Task 1: Project Management**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning.
3. Coordinate quality assurance / quality control (QA/QC) processes.

4. Communicate and coordinate J-U-B team activities as required.
5. Regularly monitor project status, budget and schedule.
6. Attend project kickoff meeting and one review meeting of 90% complete bid documents.
7. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
8. Provide a monthly invoice including budget, project, and schedule status.
9. Provide ongoing document handling and filing.

## **Task 2 – Trunk Sewer Extension Design**

The following services will be provided for design of the trunk sewer improvements as generally outlined below.

1. **Topographic Survey and Base Map Development:** J-U-B shall complete a topographic survey along the proposed sewer extension corridor. The survey shall encompass approximately 50 feet past the proposed termination and connection points, and the entire proposed alignment corridor between them. This will amount to approximately 1,500 linear feet of topographic survey collection at approximately the width of the accessible right-of-way. It is anticipated that the topographic survey will include the following.
  - a. **Research and Utility Request:** Research available land monuments, plats, records of survey, and right-of-ways along the project corridor. Contact utility companies prior to survey via Dig-line to request field locations of utilities and available utility mapping. Utilities will be shown to the extent they are visible in the field or located by the utility or Owner.
  - b. Establish survey control along the alignment using: horizontal coordinate system, NAD 1983 translated to the Canyon County G.I.S. system, and vertical control based on NAVD 1988. Right-of-ways (ROW's) will be established using research information referenced above and found land monuments. Land monuments will be located and shown where found from visual observations during the field topographic survey.
  - c. Establish temporary construction benchmarks (T.B.M.'s) at each end of the alignment.
  - d. Complete topographic survey along the proposed sewer extension alignment as generally described above. The survey shall generally encompass the full right-of-way width of 9<sup>th</sup> Street and will include cross-sections at 100' intervals, on centerline, edge of pavement, and natural ground near the right-of-way. At local road intersections, cross-sections will be developed on side streets to extend 50' beyond the anticipated sewer improvements. Existing utilities shall be located to the extent that they are visibly marked by the utility company.
  - e. Prepare topographic mapping in Civil 3D 2019 at a scale to be determined, on ANSI size "D" 22"x34" sheets. Topographic features will be depicted using standard symbols. Topographic features will be shown on the design plans such as fences, utility poles, surfacing, utilities to the extent that they are found or field located by the utility companies, edge of pavement, face of curb, sidewalks, striped roadway centerline, guard rails, signs, monuments of record, physical survey of monuments, and property pins that are found. Provide locations (X & Y coordinates) and elevation of local temporary benchmarks to be used on the Project. Property lines and street rights-of-way will be shown from the research subtask described above.

- f. Construction Control Staking: J-U-B shall provide one (1) set of control staking for the Contractor to perform construction staking. The Contractor shall be responsible for protection of the staking and performing independent QA/QC of the control as the work progresses, and if disturbance has occurred. Re-establishment of the control will be performed on an additional time and materials basis and will be paid for by the Contractor directly to J-U-B.

## **2. 90% Complete Design Plans and Technical Specifications (City Review)**

- a. Size trunk sewer and calculate depth required to serve upstream service area based on information provided by the City.
- b. Prepare 90% design of the trunk sewer with considerations for CITY corridor compliance, constructability, surface disturbance, sanitary separations, utility conflicts, excavation depths, and other pertinent design issues.
- c. Prepare 90% complete plan and profile sheets and detail sheets. Plan and profile sheets will be prepared at a scale to be determined, on 22"x34" ANSI size "D" sheets.
- d. Prepare 90% technical specifications and/or special provisions for items that are not covered or are in addition (clarification) to the 2017 ISPWC and Middleton's current Supplemental Specifications (2017 Edition).
- e. Complete an internal QC review with a senior J-U-B engineer.
- f. Prepare the preliminary Opinion of Probable Construction Cost and Bid Schedule.
- g. Submit 90% complete package to the CITY and City Engineer for concurrent QLPE review and meet with the CITY to gather review comments.

### **Subtask 2.2 Deliverables:**

- i. 90% Complete Plans and Technical Specifications, (3) copies at scale.
- ii. Preliminary Opinion of Probable Construction Cost and Bid Schedule.

## **3. 100% Plans and Technical Specifications (Bid Ready)**

- a. Incorporate appropriate CITY, QLPE and City review comments and complete final revisions to the trunk sewer construction package.
- b. Finalize Opinion of Probable Construction Cost and Bid Schedule.

### **Subtask 2.3 Deliverables:**

- i. 100% Complete Trunk Sewer Extension (Bid Ready) Plans and Technical Specifications, (10) Copies for bidding to the CITY.
- ii. Final Opinion of Probable Construction Cost and Bid Schedule
- iii. Electronic pdf version of the Plans, Technical Specifications and Bid Schedule

### **Task 3 – Services during Construction**

1. JUB will provide answers to Contractor questions and will provide two site visits for spot observation.
2. It is assumed that the City Engineer will coordinate directly with IDEQ on QLPE approval; however, J-U-B will prepare and submit final record drawings to IDEQ based upon as-built information provided by the Contractor and/or City inspector.

#### **Task 3 Deliverables:**

- i. Record Drawings

### **PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

- City to provide input on upstream service area and unit flows from sewer master plan.
- Provide ongoing review of J-U-B's work and timely consideration of planning or design inquiries within a time acceptable to both the CITY and J-U-B.
- Record drawings of existing facilities which are incorporated into the project or pertinent for planning or design of the project.
- Pay for any necessary permit fees.
- Pay for all legal notice for advertisement of Bids.
- Provide information related to potential developments adjacent to the proposed improvements including locations and phasing constraints and provide guidance on the City's desired stub-out locations.
- Provide a liaison with area stakeholders, such as developers and agencies and provide copies of development plans, concept plans, preliminary plats, etc. as available in the project area.
- Provide a liaison with agencies, as needed, to assist with permitting of the project.
- The City will retain a Qualified Licensed Professional Engineer (QLPE) for review and approval of the construction documents.
- The City's QLPE will submit the approved documents to the Idaho Department of Environmental Quality (IDEQ).
- The City will provide a construction liaison and inspector to coordinate day to day activities with the contractor during construction.
- Guidance in final routing of sewer extensions, including manhole and stub-out locations.
- Attend meetings as outlined in Task 1.
- The City will distribute all bidding and contract documents for construction of the project, and will provide all front end contracting documents and administration to bid the project.
- The City's retained contractor for construction of the proposed improvements will provide the Traffic Control Plan (TCP), Storm Water Pollution Prevention Plan (SWPPP), and dewatering plan, as necessary. J-U-B will not prepare these documents.

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Easement Acquisition Assistance
2. Public Involvement and Land Owner Coordination
3. Geotechnical Investigation



#### PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:

- a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
- b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
- c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.

2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.

C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
1	Project Management	Time and Materials (Estimated Amount Shown)	\$3,178	Concurrent with work progress
2	Trunk Sewer Extension Design	Time and Materials (Estimated Amount Shown)	\$24,888	Within 30 days of NTP
3	Services During Construction	Time and Materials (Estimated Amount Shown)	\$6,600	Concurrent with work progress
4	Additional Services	Time and Materials (Estimated Amount Shown)	TBD	TBD
Total:			\$34,666	

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*For internal J-U-B use only:*

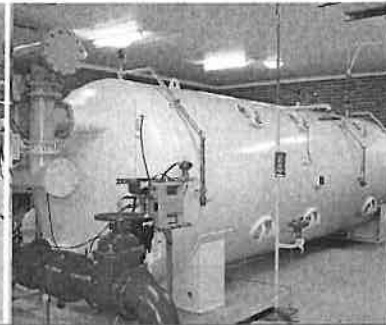
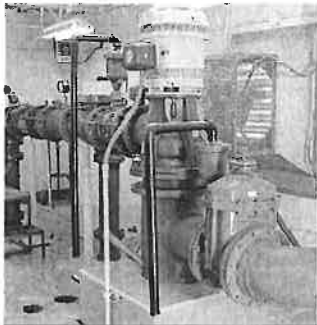
PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

GROUP: Municipal

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)
2. Choose an item.



J-U-B ENGINEERS, INC.

# MUNICIPAL ENGINEERING

## CITY & SPECIAL DISTRICT ENGINEERING SERVICES

Plat, Site Plan & Construction  
Drawing Review

Land Use Planning, Design, &  
Engineering Studies

Structural Design

Structural Seismic Evaluation

Water Systems Planning, Modeling  
& Design

Storm Water Planning, Modeling &  
Design

Sanitary Sewer Systems Planning,  
Modeling & Design

Wastewater Treatment Facilities  
Planning & Design

Irrigation Systems Planning,  
Modeling & Design

Geographic Information Systems  
(GIS)

Asset Management using GIS

Surveying – Conventional & GPS

Environmental Assessments &  
Impact Statements

Highway Planning & Design

Transportation Master Planning

Traffic Signal Design

Traffic Impact Analysis & Mitigation

Streets/Parking/Lighting Planning  
& Design

Public Involvement/Dispute  
Resolution

Funding Assistance

Development/Building Standards/  
Process Evaluation & Development

Rate/Fee Evaluation &  
Development

Easement Assistance

With J-U-B as part of your team, you can be assured that the best technical resources, experience, and local and institutional knowledge are readily available to help you effectively meet your current and future Public Works needs. With decades of continuous service to the cities and special districts throughout Idaho, we are honored that our clients continue to choose J-U-B for their most difficult and technically-challenging projects. For this very reason, J-U-B is recognized locally as a great asset to municipalities and service districts that are looking for a firm to act as an extension of their own staffs.

## EXPERTISE

### Water Distribution/Pipelines

- Water Distribution & Transmission Main Design
- Water Treatment
- Well Head Treatment
- Well Design & Analysis
- Modeling & Master Planning
- Waterway Crossing Design
- Storage Reservoir Design
- Booster Station Design
- PRV Design
- Construction Administration & Observation

### Wastewater Collection & Treatment

- Collection System Master Planning
- Gravity & Pressure Sewer System Design
- Inflow and Infiltration Analysis
- Pump Station Design
- Advanced Wastewater Treatment, including Natural Systems
- Waterway Crossing Design
- Slow & High-Rate Land Application
- NPDES Permitting and TMDL Issues
- Outfall Studies/Receiving Water Impact Evaluation
- Biosolids Handling
- Odor Control

## MUNICIPAL CONTACTS *Treasure Valley Region*

Dan Ayers, PE  
dayers@jub.com

Brad Watson, PE  
bwatson@jub.com

Josh Elliott, PE  
jelliott@jub.com

208-376-7330 www.jub.com

LOCAL TRUSTED ADVISORS



## SELECT WATER PROJECT EXPERIENCE

### SUEZ Sunset Peak Reservoir & Hulls Gulch Booster Station



In late August of 2017, J-U-B was selected as the design engineer for this project after several years of investigative work

with site assistance and preliminary engineering. Three months later, the full design package was submitted to the Idaho Department of Environmental Quality (DEQ) for construction approval including booster improvements, 7,600 feet of new 16-inch water main, and a cast-in-place 1 MG concrete storage reservoir with a control building.

J-U-B worked closely with SUEZ to analyze the hydraulic impacts of the new system and collaborated to design the necessary booster pump, control, and PRV upgrades. Our permitting staff worked with Ada County, Ridge to Rivers, the Ada County Highway District (ACHD), and local residents to obtain all necessary permits and approvals for construction of the project. J-U-B's subsidiary public involvement firm, The Langdon Group, worked directly with SUEZ and McAlvain Construction to keep area stakeholders and foothill users well informed of impacts, closures, and progress throughout construction.

### SUEZ Redwood Creek Pipeline



J-U-B was retained for this critical supply improvement project spanning several miles throughout central Eagle. Tasks included significant utility mapping and topographic survey of multiple potential pipeline corridors from western Eagle to the eastern edge of Boise and a routing analysis that compared utility congestion,

surface repair types, public disruption, critical crossings, permitting requirements, easement needs, and potential costs. J-U-B worked directly with SUEZ to identify the preferred route and compiled the Preliminary Engineering Report (PER).

With an extremely tight schedule, J-U-B was asked to proceed with final design in July 2018, prior to completion of the PER. To meet the aggressive schedule, the project was split into five phases and all were designed and ready for bid by December 2018 (five months).

Critical tasks included management of the design, permitting, and entitlement teams and design of over seven miles of water main improvements, ranging from 20-to 24-inches in diameter, hydraulic modeling coordination to evaluate sizing and routing options, research and design of a 1,300 linear foot horizontal directional drill (HDD) below the Eagle Road/SH-44 intersection, and multiple coordination meetings with stakeholders and jurisdictional agencies. J-U-B also evaluated pipeline material options for the HDD and assisted SUEZ in pre-ordering long lead-time piping to expedite project completion.

To construct the improvements, J-U-B successfully negotiated eight private easements and executed five license agreements for irrigation facility crossings. The design and permitting team also successfully obtained the rights to utilize three flushing stations along the transmission main route from ACHD, the City of Boise Parks and Recreation Department, and the Ballentyne Ditch Company. Additional permitting efforts included permits through Ada County, ACHD, Andeavor Petroleum, City of Boise, City of Eagle, DEQ, Idaho Transportation Department (ITD), and the United States Army Corps of Engineers (USACE). J-U-B was also retained to assist with project bidding, value engineering, and construction support services. Construction is nearly complete and J-U-B is currently evaluating a connecting pipeline route that would utilize a HDD-installed transmission main below the Boise River.

### Twin Falls South Well #5

With the assistance of J-U-B, the City has developed, tested, and constructed a fifth municipal potable water well within the City's south well field. J-U-B was retained to perform preliminary and final engineering along with bidding and construction administration services. The preliminary engineering report (PER) has been completed and details the target well production rate (2,700 gpm), pump depth (360 feet), motor size (200 HP), and transmission main routing. The design team will include subconsultants for electrical/controls/HVAC engineering, geotechnical engineering and testing, and SCADA programming/integration. Design is anticipated to complete in the late winter of 2020 with construction over the summer of 2020.





## SELECT SANITARY SEWER/WASTEWATER PROJECT EXPERIENCE

### Middleton South Sewer Trunk Extension, Phase 1

The City was approached by an expanding industry south of the Boise River that desired sewer service. There was an existing lift station that had never been commissioned in the area, but no sewer collection system. J-U-B was retained to master plan the collection system in the southern area and to design the first phase of improvements necessary to serve the industry. J-U-B conducted a topographic ground survey of the proposed sewer alignment and worked closely with the City and the industrial development's engineer to coordinate various improvements along the sewer corridor. Design included approximately 3,000 linear feet of 12- and 15-inch gravity sewer, 750 linear feet of 15-inch gravity irrigation, multiple water and sewer service connections, and two bored undercrossings of Middleton Road. The project timeline was aggressive and all deadlines were met.

### Nampa Purdam Lift Station



This \$875K project included a PER and subsequent design of sewer infrastructure facilities that provides service to an area north of Nampa containing

nearly 9,500 acres. The project design included a site-built, triplex submersible lift station with a control building, nearly two miles of dual 12- to 18-inch pressure sewer, and another half-mile of 36-inch trunk sewer, with depths in excess of 30 feet, in challenging soil and groundwater conditions. J-U-B provided site acquisition assistance, and preliminary and final design for the submersible lift station and sewer pipeline.

The site layout was completed to allow for the construction of a custom trench type wetwell-drywell lift station in the future. In addition, the duplex submersible lift station was designed to be upgraded to a triplex arrangement. The initial duplex facility has a capacity of approximately 750 gpm, while the upgraded facility will have additional capacity up to approximately 1,500 gpm. The lift station was designed with on-site power generation and an articulating jib crane to assist with pump removal.

The design process included coordination with the development engineer for an upstream school district project, adjacent landowners, the geotechnical engineer, the electrical engineer, Bureau of Reclamation, USACE 404 permitting, irrigation and highway districts. J-U-B was also retained to provide full service construction engineering and inspection during construction including shop drawing reviews, claim assistance, progress meetings, pay application reviews, contractor information requests, observation, project close-out, and development of final record drawings.

### McCall Water Reclamation Facility Headworks Design

The Payette Lakes Recreational Water and Sewer District contracted with J-U-B to design a new 4.88 mgd headworks for the McCall Water Reclamation Facility. The headworks includes a new mechanical fine screen, manual screen backup, vortex grit removal, parshall flume flow metering, septage dump station, and junction boxes to facilitate construction sequencing.

### Post Falls Wastewater Treatment Plant Improvements



designing tertiary treatment improvements for the City of Post Falls. The \$40M improvements will remove phosphorus down to less than 70 micrograms/liter utilizing plate settlers and membrane technology. A new ultraviolet disinfection system will be added to the system replacing chlorination. The plant will also produce Class A water for reuse.

Other upgrades include optimization of the oxidation ditch secondary treatment, chemical storage and feed, and site civil upgrades. membrane supplier. Shop drawings are being reviewed and approved allowing design of the system to be around one manufacturer.

J-U-B's specific tasks included vendor prequalification and equipment procurement, design, funding agency coordination, bidding and award support, and construction phase services.

Following several months of pilot testing tertiary clarifiers and membranes, J-U-B is currently





November 15, 2019

Mr. Darin Taylor, Mayor  
City of Middleton, Idaho  
P.O. Box 487  
Middleton, Idaho 83644  
Sent via email to: [dtaylor@middletoncity.com](mailto:dtaylor@middletoncity.com)

***Subject: Proposal – 2018-2020 NPDES Stormwater Permit Engineering Support***

Dear Mayor Taylor,

SPF Water Engineering, LLC (SPF) and HyQual, P.A., are pleased to submit this scope of work and fee for engineering services to support the City of Middleton with compliance activities related to NPDES Stormwater Permit No. IDS-028100. The services included in this Task Order are directed toward providing the City the assistance needed to demonstrate a good faith effort on meeting the goals and requirements for Year-Ten (Year 10), which began on October 15, 2018, and includes data collection and other stormwater support through October 15, 2019. This proposal includes preparation of the Year 10 Monitoring and Annual Reports, which are due in January 15, 2020 as well as budget for Monitoring and Annual Training for the current year (Year 11).

**Scope of Work**

***Task 1 – Storm Water Monitoring (Year 10 & 11)***

**Water Quality Monitoring:** The City has collected and submitted for analysis the required quarterly water quality samples (four total) from the designated storm outfall to Willow Creek for Year 10. The collected samples were analyzed for the specific pollutants of concern identified in the permit. HyQual will review the lab results prior to incorporation into the 2018-19 (Year 10) Storm Water Monitoring Report prepared under Task 3. This task also includes budget to review quarterly water quality lab results for the current Year 11 (Oct 15, 2019 – Oct 15, 2020). These collection results will be included in the 2019-2020 annual report under a future contract.

***Task 1 Deliverables:***

1. *Review and analysis of Year 10 storm water monitoring laboratory results.*
2. *Review of Year 11 storm water monitoring laboratory results.*

***Task 2 – Storm Water Mapping (Year 10)***

SPF will update the existing comprehensive stormwater map and prepare updated report figures. We anticipate that the City will provide SPF with markups or digital data that reflect

any corrections or additions to the mapped MS4 system. This task is intended to simply present information provided by the City and does not include survey or field inventory.

**Task 2 Deliverables:**

1. *Full-size Hard Copy of City MS4 Stormwater Facility Map.*
2. *Report Figures (to be included in applicable reports).*
3. *GIS shape files of MS4 Stormwater Facility Map on DVD for submittal to EPA and DEQ.*

**Task 3 – Water Quality Monitoring Report (Year 10)**

HyQual will prepare the necessary Year-Ten Water Quality Monitoring Report for submittal to the Environmental Protection Agency (EPA) and to the Idaho Department of Environmental Quality (IDEQ). This task includes the following activities:

- Compile and assess water quality data and supporting information.
- Develop stormwater loading estimates based on City data.
- Develop stormwater loading estimates based on other available data.
- Prepare Draft Monitoring Report for City Review.
- Revise and finalize Monitoring Report.
- Submit Final Monitoring Report to EPA and IDEQ by January 15, 2020.

**Task 3 Deliverables:**

1. *Draft Monitoring Report for City Review*
2. *Final Monitoring Report completion and submittal to EPA and IDEQ.*

**Task 4 – Annual Report (Year 10)**

SPF and HyQual will prepare the necessary Year-Ten Annual Report for submittal to the Environmental Protection Agency (EPA) and to the Idaho Department of Environmental Quality (IDEQ). This task includes the following activities:

- Compile available information and relevant actions taken by the City through Year-Ten of the permit.
- Prepare draft of Annual Report for City review.
- Revise and Finalize Annual Report.
- Submit Final Annual Report to EPA and IDEQ by January 15, 2020.

**Task 4 Deliverables:**

1. *Draft Annual Report for City Review.*
2. *Final Annual Report completion and submittal to EPA and IDEQ.*

**Task 5 – Permit Compliance Support (Year 10 & 11)**

SPF will provide support and assistance for City led compliance efforts required by the permit. This Task includes developing and administering the required annual training for Year 10 on December 3, 2019 and Year 11 tentatively scheduled for May 2020, which satisfies the MCM



6 - Pollution Prevention and Good Housekeeping for Municipal Operations. At a minimum we anticipate providing the staff training on stormwater BMP's required by the NPDES permit.

The schedule of tasks described above has been slightly modified from previous years in order to improve the timing and quality of training provided. The training should occur during the year for which it applies. Year 10 ended on October 15, 2019 with a scheduled training date of December 3<sup>rd</sup> 2019. The Year 11 training included in this proposal is tentatively set for late May 2020 which is anticipated to be more accommodating for City staff to attend.

#### ***ITEMS NOT INCLUDED IN SCOPE***

These items are not currently included in this contract. Additional services may be added to future contracts.

- Water Quality Monitoring
- Environmental Permitting
- Public Outreach

Any services listed above may be added to SPF's scope of work upon request. However, it is anticipated they are not necessary or will be provided by others under separate contracts.

#### **Estimated Costs**

We propose to perform this work on a Time and Materials basis with a Not-to-Exceed budget limit of \$19,100. This budget limit will not be exceeded without prior authorization. A current hourly rate schedule is provided in Table 1. Direct costs (travel, photocopy, postage, etc.) will be billed at actual cost plus 15%. Invoices will be sent on a monthly basis.

**Agreement**


If this proposal meets with your approval, it may serve as the basis for agreement by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with a budget upper limit of \$19,100. Please return one signed original to my office.

We look forward to working with you on this project. Please call us if you have any questions.


Respectfully submitted,

Accepted By:

**SPF WATER ENGINEERING, LLC****CITY OF MIDDLETON**

By   
Bob Hardgrove, P.E.  
President

By \_\_\_\_\_

By   
Ron Manning, P.E., CFM  
Project Manager

Title \_\_\_\_\_

Date \_\_\_\_\_

SPF WATER ENGINEERING, LLC SCHEDULE OF HOURLY BILLING RATES		
Personnel	Title	2019 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$175
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrologist Emeritus	\$175
Bob Hardgrove, P.E.	Principal Engineer	\$158
Eric Landsberg, P.E.	Principal Engineer	\$158
Mike Boeck, P.E.	Principal Engineer	\$158
Matt Rasmusson, P.E.	Senior Project Manager	\$148
Steve Hannula, P.E., P.G., PMP	Senior Project Manager	\$148
Scott King, P.E.	Project Manager	\$140
Jason Thompson, P.E.	Project Manager	\$140
Justin Leraris, P.E.	Project Manager	\$140
Mike Kettner, P.E.	Project Manager	\$140
Ron Manning, P.E., CFM	Project Manager	\$135
Kurt Newbry, P.G.	Senior Project Geologist	\$125
Peter Vidmar, P.E.	Senior Project Engineer	\$125
Scott McGourty, P.E.	Senior Project Engineer	\$125
Marci Pape, P.E.	Project Engineer	\$100
Grae Harper, P.E.	Project Engineer	\$97
Holten White, P.E.	Project Engineer	\$90
Sean Albertson, E.I.T.	Associate Engineer	\$83
Heather Neace	Associate Hydrologist	\$55
Lori Graves	Water Right Specialist	\$97
Kyle Newsom	Senior Designer	\$98
Crystal Jensen	GIS Specialist	\$78
Julie Romano	Accounting/HR	\$65
Jason Mertz	Staff Accountant	\$65
Jackie Heriza	Administrative	\$55

Note: Hourly billing rates will be adjusted on January 1<sup>st</sup> each year.

**SCHEDULE OF FEES AND CONDITIONS****SPF WATER ENGINEERING, LLC (SPF)****FEES AND PAYMENT**

1. The fee for services will be based on SPF's standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus 15% service charge to cover overhead and administration. Hourly rates are adjusted on an annual basis.
  2. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
  3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within 60 days from the date of invoice, SPF may, after giving 7 days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, SPF will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due SPF pursuant to this Agreement shall be a condition precedent to OWNER using any of SPF's professional services work products furnished under this Agreement.
  4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 18% per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial 30-day period following date of invoice.
- B. COMMENCEMENT OF WORK.** The work will commence upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of SPF for more than 60 days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.
- C. MISCELLANEOUS PROVISIONS**
1. **INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY**
    - (a) SPF will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name Owner as an additional insured on applicable policies if specifically requested in writing.
    - (b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF's caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However in no event shall SPF be liable for any special, indirect, or consequential damages as a result of

its performance of the services hereunder. The total aggregate of SPF's liability to all parties related to this Agreement shall not exceed \$50,000, or the amount of SPF's fee, whichever is less.

- (c) Owner hereby understands and agrees that SPF has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner's premises, or in connection with or related to this project with respect to which SPF has been retained to provide professional engineering services. The compensation to be paid SPF for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold SPF, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.
- (d) Nothing contained within this Agreement shall be construed or interpreted as requiring SPF to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring SPF to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
- (e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and SPF does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability arising out of the construction.
- (f) SPF shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of SPF, arising out of or resulting from the same.
- (g) Notwithstanding other terms of this Agreement to the contrary, SPF makes no warranty, whether express or implied, as to the actual capacity or drawdown of any proposed water well(s), or the quality or temperature of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. Owner understands and agrees that SPF's responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

## 2. DOCUMENTS

- (a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages,

claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.

- (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.
  - (c) SPF's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
  - (d) Environmental Audit/Site Assessment report(s) are prepared for Owner's sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.
3. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.
4. **WAIVER.** SPF's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
5. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.
6. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.
7. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgement in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF's cost estimates.
8. **INJURY TO WORKERS.** It is understood and agreed that SPF's fee is based on SPF being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and Owner agrees to insert into all contracts for construction between Owner and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Owner and SPF from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Owner or SPF.
9. **SITE VISITS.** Visits to the construction site and observations made by SPF as part of services during construction under this Agreement shall not make SPF responsible for, nor relieve the construction contractor(s) of the obligation

to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make SPF responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by SPF are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.

10. **ON-SITE MONITORING.** When SPF provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard Owner against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day monitoring will not, however, cause SPF to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
11. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
12. **IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL.** If applicable to the contracted scope of work, SPF will submit the required documents for the proposed facilities to the Idaho Department of Environmental Quality (IDEQ) for the appropriate reviews and approvals. Under no circumstances may construction begin on the proposed facilities prior to receipt of IDEQ's written approval of the reports, plans, and specifications for the proposed facilities. As professional engineers, SPF's employees are obligated to report to IDEQ any construction that begins prior to receipt of the appropriate approvals.





**MARKET VALUE APPRAISAL  
FITZPATRICK PROPERTY (PARCEL NO. 32)  
TBD SOUTH HIGHLAND DRIVE  
MIDDLETON, CANYON COUNTY, IDAHO**

**FOR**

**MAYOR DARIN TAYLOR  
CITY OF MIDDLETON  
1103 WEST MAIN STREET  
P.O. BOX 487  
MIDDLETON ID 83644**

**BY**

**ROBERT C. WILLIAMS, MAI  
RC WILLIAMS & ASSOCIATES  
1843 S. BROADWAY AVE, STE. 104  
BOISE, IDAHO 83706**

**C-1967.5**

**RC WILLIAMS & ASSOCIATES**  
**REAL ESTATE APPRAISING AND CONSULTING**

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1843 S. Broadway Ave, Ste. 104  
Boise, ID 83706

[www.appraisaloffices.com](http://www.appraisaloffices.com)  
[rcw@appraisaloffices.com](mailto:rcw@appraisaloffices.com)

(208) 375-0106  
No Fax No.

November 15, 2019

Mayor Darin Taylor  
City of Middleton  
1103 West Main Street  
P.O. Box 487  
Middleton, ID 83644

RE: Market Value Appraisal Report (ITD-2288)  
Herbert J. and Janis L. Fitzpatrick Property  
TBD South Highland Drive  
Middleton, Canyon County, Idaho

PROJECT NO:	A012(048)
KEY NO.:	12048
PARCEL NO.:	32
PLANS SHEET NO.:	7 of 8
PLANS SHEET DATE:	December 26, 2018
PARCEL I.D.NO.:	R3391500000
PROPERTY OWNER'S NAME:	Herbert J. and Janis L. Fitzpatrick
PROPERTY ADDRESS:	TBD S. Highland Dr., Middleton, ID 83644
OWNER'S ADDRESS:	400 S. Highland Dr., Middleton, ID 83644
R/W REQUIREMENT:	16,250 Sq. Ft.
PERMANENT EASEMENT:	700 Sq. Ft.
TEMPORARY EASEMENT:	0 Sq. Ft.

In accordance with our agreement, I transmit my appraisal report on the above referenced parcel. This report represents my opinion of the present market value of the rights being acquired, subject to any extraordinary assumptions, limiting conditions, or legal instructions as attached.

By reason of investigation, study and analysis, my opinion of market value of the requirement as of November 13, 2019 is \$76,226.50.

Respectfully submitted,  
Robert C. Williams Appraisals, Inc.



Robert C. Williams, MAI  
Certified Appraiser CGA-6



# Butte Fence, Inc.

2049 E. Wilson Lane  
Meridian, Idaho 83642  
(p) 208-884-0203  
(f) 208-884-8929

## Quote

Order Number: 0077409  
Order Date: 5/30/2019

Salesperson: 0015 Braeden Milburn  
Customer Number: 10-FITHER

**Sold To:**  
Herb Fitzpatrick  
400 S. Highland Dr.  
Middleton, ID 83644

**Ship To:**  
Herb Fitzpatrick  
400 S. Highland Dr.  
Middleton, ID 83644

Phone: 208-991-7657

Customer P.O.	Ship VIA	Expire Date	Terms			
		6/29/2019	No Terms			
Item Code	Description	Unit	Ordered	Shipped	Price	Amount
PFCLF	6' CHAINLINK MATERIAL	EACH	555.00	0.00	17.00	9,435.00
/CONCRETE	CONCRETE	EACH	555.00	0.00	1.35	749.25
/CHAINLINK	20' DD SWING GATE	EACH	1.00	0.00	1,200.00	1,200.00
/INSTALLATION	GATE INSTALL	FEET	1.00	0.00	250.00	250.00
/INSTALLATION	PROFESSIONAL INSTALLATION	FEET	555.00	0.00	8.50	4,717.50

This bid is based upon approximate footage. the final cost may vary according to the actual product used and labor required to complete job. Permits, sprinkler lines and other unmarked lines are the customers responsibility to have marked before we dig. Hard soil & digging conditions may increase the price of labor. This estimate is valid for 30 days. A 2% convenience fee will be added to all credit and debit card sales.

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Net Order:	16,351.75
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	16,351.75

## Appointments by Customer (All)

FITZPATRICK, HERB

Phone: 208-991-7657

Alt. Phone:

400 S. HIGHLAND DR.

MIDDLETON, ID. 83644

herbfitzpatrick@msn.com

Notes: HAS PURCHASED MATERIALS FROM US IN THE PAST AND NOW WANTS US TO DO HIS NEW FENCE & GATES FOR HIM.... JP

2/5/2019 - Tue

03:30pm-04:30pm

Employee Name: 5 Braeden Milburn

Services:

Description: MIDDLETON- 83644

Status: Scheduled

5/29/2019 - Wed

10:00am-11:00am

Employee Name: 5 Braeden Milburn

Services:

Description: middleton, you quoted this, he wants to add some fence, BMJ

Status: Scheduled

Total hours:

2.00

6' chainlink

305'

20' 00

Swing

250'



# Butte Fence, Inc.

2049 E. Wilson Lane  
Meridian, Idaho 83642  
(p) 208-884-0203  
(f) 208-884-8929

## Quote

Order Number: 0077411

Order Date: 5/30/2019

Salesperson: 0015

Braeden Milburn

Customer Number: 10-FITHER

### Sold To:

Herb Fitzpatrick  
400 S. Highland Dr.  
Middleton, ID 83644

### Ship To:

Herb Fitzpatrick  
400 S. Highland Dr.  
Middleton, ID 83644

Phone: 208-991-7657

Customer P.O.	Ship VIA	Expire Date	Terms			
		6/29/2019	No Terms			
Item Code	Description	Unit	Ordered	Shipped	Price	Amount
/AGFENCE	STONE PILLARS	EACH	2.00	0.00	2,855.00	5,710.00
/AGFENCE	BEAMS AND MATERIAL	EACH	1.00	0.00	2,500.00	2,500.00
/AGFENCE	15' STEEL GATE	EACH	1.00	0.00	3,000.00	3,000.00
/AGFENCE	GATE OPERATOR	EACH	1.00	0.00	9,200.00	9,200.00
/INSTALLATION	PROFESSIONAL INSTALLATION	FEET	1.00	0.00	5,000.00	5,000.00

This bid is based upon approximate footage. the final cost may vary according to the actual product used and labor required to complete job. Permits, sprinkler lines and other unmarked lines are the customers responsibility to have marked before we dig. Hard soil & digging conditions may increase the price of labor. This estimate is valid for 30 days. A 2% convenience fee will be added to all credit and debit card sales.

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Net Order:	25,410.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	25,410.00



# Appraisal Report

ITD 2288 (Rev. 11-13)

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	32	R3391500000

Property Owner's Name Herbert J. and Janis L. Fitzpatrick
Address 400 S. Highland Drive
City, State, Zip Middleton, ID 83644

Client's Name and Intended User's Name (Use of This Report by Others is Not Intended by the Appraiser)  
(The Property Owner Will Receive a Copy)

The client is the City of Middleton. The intended users are the City of Middleton's employees and contract agents.

Purpose and Intended Use of Appraiser's Opinions and Conclusions (As identified by the appraiser, based on communication with the client at the time of the assignment)

The purpose of this appraisal is to estimate the market value for the right-of-way requirement and/or easements. It will be utilized by the City of Middleton to purchase the right-of-way in conjunction with the South Cemetery Road; SH 44 to Willow Creek Improvements Project. No other uses or users of the report are intended by the appraiser.

Real Property Interest Being Appraised

Fee Simple Title and Easements.

R/W Plans Date December 26, 2018	R/W Plan Sheet Number 7 of 8	
<b>Purpose of Requirement</b> <input type="checkbox"/> Quarry or Gravel Site <input type="checkbox"/> Maintenance Site <input type="checkbox"/> Surplus Property <input checked="" type="checkbox"/> Highway Right-of-Way <input type="checkbox"/> Other (Explain)	<b>Requirement</b> Total Ownership <u>0.47 per assessor</u> <input checked="" type="checkbox"/> Ac <input type="checkbox"/> Sq Ft Area Required (Fee) <u>16,250</u> <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft Permanent Easement Required <u>700</u> <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft Temporary Easement Required <u>0</u> <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft Type of Access Control (Before and After) Standard City of Middleton Policy	
Subject Property Address or Location TBD S. Highland Drive, Middleton, Idaho		County Canyon
<b>Sale History</b> <input type="checkbox"/> Ten Year History of Title <input checked="" type="checkbox"/> Title Precedes 10 years (Give information for the last recorded sale)		
<u>Year of Sale</u>	<u>Seller's Name</u>	<u>Buyer's Name</u> <u>Sales Price</u>
_____	_____	_____ \$ _____
_____	_____	_____ \$ _____
_____	_____	_____ \$ _____



Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	32	R3391500000

#### Date of Inspection and Invitation

Mayor Darin Taylor offered the Fitzpatrick's, who are the property owners, an opportunity to accompany me on my inspection of this property by ☐ personal contact ☒ telephone ☐ letter on various dates. This invitation was ☐ accepted ☒ declined. The telephone number of the owner or representative contacted is NA.  
I personally inspected the subject property on 11/13/2019.

**Definition of Market Value:** The definition from UASFLA (Uniform Appraisal Standards for Federal Land Acquisitions), as follows shall be used: "Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."

**Description of Subject Property** (Identify and provide a summary description of the real property, personal property, or tangible items appraised, such as location, physical features, area, city and neighborhood data, legal use, economic property characteristics, zoning and flood hazard statement, if applicable. Identify any personal property, trade fixtures, or intangible items that are not real property and if they are or are not part of this appraisal.)

The Subject Property is located in the northwest part of Canyon County and is within the Middleton City limits. It is also located along West Main Street (State Highway 44). This is the primary thoroughfare through town. It runs in an east - west direction and connects with the City of Star to the east and an interchange with Interstate 84 to the west. This section of Middleton is improved with various types of uses. There is a mix of both older residential and commercial buildings. The majority of the new development along Main Street is commercial in nature. This is a relatively central part of Middleton and is generally an older well established neighborhood.

The Subject Property is located on the south end of South Highland Drive. South Highland Drive basically dead-ends into the Site. The Subject is irregular in shape (see the plat map in the addenda) and per the Canyon County Assessor contains 0.47 acres. The Site is generally level and at road grade. It appears that the Canyon Canal runs along the north Site border. The east border of the Site is adjacent to Willow Creek. The majority of the Site appears to be within the 100-year flood area and outside of the floodway area. Utilities are available to the Site. A Middleton City central water line runs along the west border of this Site and another line runs through it near the middle in an east-west direction (reported as 15 feet in width). The City central sewer line is just north of the Site in Highland Drive. The very northwest corner of the Site is encumbered by an easement which provides for access to the property to the southwest. The Site is reportedly unimproved.

#### Scope of Work

Identify the problem to be solved (extent of property identification, extent of tangible property inspection)

The appraiser viewed the surrounding neighborhood. The appraiser was not allowed access to the Subject Site and was therefore unable to locate and inspect the requirement in order to identify and examine the physical characteristics of the area to be acquired. Normally the proposed requirement and easements are staked by a surveyor to assist the appraiser in the inspection of the Subject Property. This also was not allowed by the Property owner and did not occur. Since the appraiser was not allowed on the Subject Property to inspect the required right of way and permanent easement, it is uncertain what if any contributory site improvements may be located within these areas. This includes the gate at the south end of South Highland Drive. From aerial images the majority of the gate appears to be located on Parcel No. 32, however without surveyor staking this is in question. It is an Extraordinary Assumption of this appraisal that there are no contributory site improvements located within the proposed requirement and easement areas. The current zoning status was confirmed and the utilities availability was checked. The highest and best use of the site was determined in order to select the appropriate comparable sales. It is a hypothetical condition of this appraisal to disregard any increase or decrease in the before market value of the Property that has been caused by the Project. It is also a hypothetical condition of this appraisal that the Project has been constructed as designed.

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	32	R3391500000

Identify the type and extent of data research performed

The data collection portion of the appraisal assignment is to identify and confirm recent sales of comparable properties from the Subject neighborhood that are considered to have similar economic and physical features to that of the Subject Property. The sources of data included interviews with buyers and sellers, other appraisers, realtors and persons knowledgeable of the Subject Property market place. Idaho is a non-disclosure state. Reasonable efforts are made to verify the accuracy of the sale information and it is expressly assumed that the information has been factually provided by the various reporting parties. In this appraisal, sales will be compared to the Subject using a standard unit of comparison, or the sale price per square foot. An extensive search was conducted in an attempt to collect all relevant land sales in the market area. This market data is considered the most current and pertinent available.

Identify the type and extent of analyses applied to arrive at opinions or conclusions

In developing real estate appraisals, there are three approaches that may be used in the estimation of market value. The utilization of all three is not always required or necessary, depending on the appraisal problem. When estimating land value for partial acquisitions only a vacant land analyses is required to estimate the market value of the Subject Site. This is accomplished by using the Direct Sales Comparison Method, which compares the Subject to other similar, vacant sites, which have sold in the recent past. It provides for a credible result given the intended use, property characteristics and type of value sought. The Income Capitalization Approach and the Improved Sales Comparison Approach are not considered usual valuation approaches, are not typically developed when estimating land value and are not necessary for a credible result. Consideration for any potential severance damages was a part of the scope of this appraisal assignment. The potential contributory value of any site improvements was also determined. To the best of our knowledge and understanding, this appraisal is in accordance with the State's latest Appraisal Guide and the Uniform Standards of Professional Appraisal Practice (USPAP).

**Summarize information** analyzed, methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions. Give reason for exclusion of the sales comparison approach, cost approach, or income approach.

The appraisal process follows a logical series of steps, which allow the appraiser to develop and support a market value estimate for the Subject Property. Typically, there are three approaches used to develop and support an indication of market value. These approaches use three different types of information from the market place when available. They are the Sales Comparison Approach, the Income Capitalization Approach and the Cost Approach. Per the ITD-2288 Form Appraisal Report, only the Direct Sales Comparison Method using recent sales of similar vacant sites is required, or considered necessary to achieve a credible result for a partial acquisition.

#### **Description of Area to be Acquired, Remainder, Access Control Issues and Summary of Appraisal Problem**

The requirement consists of an irregular shaped parcel that takes up the majority of the Subject Site (see the Project Plans in the Addenda). Based on the legal descriptions provided to the appraiser by the City of Middleton, the requirement contains 16,250 square feet (0.373 acres) and the permanent easement contains 700 square feet (0.016 acres). This area is needed in order to facilitate the construction of the extension of South Cemetery Road and for new curb, gutter and sidewalk. The permanent easement is needed for the new road support slope. The requirement takes up the full width of the Site starting at the north Site border and heading south. The south 4,220 square feet (0.097 acres) of the Site are all that remain after the requirement. The permanent slope easement is located along the north strip of the remainder parcel. The Project Plans do not show a new curb cut for access to the Site from the extension of South Cemetery Road. The access to the Property is impacted by the Project as there is no access in the after.

**Discussion of Improvements** ITD does not require valuation of "unaffected improvements", i.e., houses, buildings, etc. not damaged

The Extraordinary Assumption is that there are no known compensable site improvements.

<b>Key Number</b>	<b>Project Number</b>	<b>Parcel Number</b>	<b>Parcel ID Number</b>
12048	A012(048)	32	R3391500000

Present analysis of physically possible, legally permissible, financially feasible, and maximally productive both as if "vacant" and as if "improved" for the larger parcel.

The Subject is located within the Single-Family Residential Zoning District (R-3) of Middleton City. The purpose of this district is to accommodate single-family lots. All utilities are available in the area. This section of Middleton is designated for continued residential uses. The majority of the surrounding property is residential. Based on recent market activity it is likely that various residential uses are financially feasible. Depending on the size and shape of a parcel determines if it could be improved with one building or subdivided. Considering the Subject's location, land use, configuration and size, a residential use is the highest and best use of the Site as though vacant. Given the nature of the Subject real estate, the conclusion of highest and best use is inferred based primarily on logic and observed evidence. Although the Subject Site has an irregular shape and various constraints, such as the water line/easement running through it, there appears to be room for the placement and construction of a new residential dwelling.

The Subject Property is reportedly not improved at this time.

#### Additional Discussion

None

#### Comparative Analysis

Sale No.	Sales Price	Sales Price Per <input type="checkbox"/> Ac <input type="checkbox"/> Sq Ft <input checked="" type="checkbox"/> Parcel	Sales Date
1	\$80,000	\$80,000	July 2019

#### Discussion

This comparable is located on the southeast corner of Greenlinks Avenue and Mulligan Street (196 Greenlinks Avenue). The size is smaller than the Subject. The comparable's location within the Greenlinks subdivision is considered inferior to the Subject Property's close in to downtown yet secluded location. With respect to physical characteristics, the comparable has curb, gutters and a detached sidewalk. The Subject Site has unique characteristics with frontage on Willow Creek in a secluded area. These characteristics are considered to offset some of the limitations caused by the City water line easement and connecting to the City sewer line in Highland Drive. Because the comparable is new construction ready it is considered superior. The zoning is considered similar.

Indicated Adjusted Unit Value of Subject

Similar overall, range of \$80,000 per lot.

☐ Ac ☐ Sq Ft ☒ Parcel

Sale No.	Sales Price	Sales Price Per <input type="checkbox"/> Ac <input type="checkbox"/> Sq Ft <input checked="" type="checkbox"/> Parcel	Sales Date
2	\$79,000	\$79,000	September 2019

#### Discussion

This comparable is located on the east side of Nordic Avenue, north of Meadow Park Boulevard (2062 Nordic Avenue). The size is smaller than the Subject. The comparable's location within the Valhalla subdivision is considered inferior to the Subject Property's close in to downtown yet secluded location. With respect to physical characteristics, the comparable has curb, gutters and a detached sidewalk. The Subject Site has unique characteristics with frontage on Willow Creek in a secluded area. These characteristics are considered to offset some of the limitations caused by the City water line easement and connecting to the City sewer line in Highland Drive. Because the comparable is new construction ready it is considered superior. The zoning is considered similar.

Indicated Adjusted Unit Value of Subject

Similar overall, range of \$79,000 per lot.

☐ Ac ☐ Sq Ft ☒ Parcel

Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	32	R3391500000

Sale No.	Sales Price	Sales Price Per <input type="checkbox"/> Ac <input type="checkbox"/> Sq Ft <input checked="" type="checkbox"/> Parcel	Sales Date
3	\$80,000	\$80,000	September 2019

**Discussion**

This comparable is located on the east side of Scotch Pine Drive, south of Meadow Park Boulevard (1962 Scotch Pine Drive). The size is slightly smaller than the Subject. The comparable's location within the Western Pines subdivision is considered inferior to the Subject Property's close in to downtown yet secluded location. With respect to physical characteristics, the comparable has curb, gutters and a detached sidewalk. The Subject Site has unique characteristics with frontage on Willow Creek in a secluded area. These characteristics are considered to offset some of the limitations caused by the City water line easement and connecting to the City sewer line in Highland Drive. Because the comparable is new construction ready it is considered superior. The zoning is considered similar.

Indicated Adjusted Unit Value of Subject

Similar overall, range of \$80,000 per lot.

☐ Ac ☐ Sq Ft ☒ Parcel

Sale No.	Sales Price	Sales Price Per <input type="checkbox"/> Ac <input type="checkbox"/> Sq Ft <input checked="" type="checkbox"/> Parcel	Sales Date
4	\$85,000	\$85,000	August 2019

**Discussion**

This comparable is located on the east side of Scotch Pine Drive, south of Meadow Park Boulevard (1960 Scotch Pine Drive). The size is similar to the Subject. The comparable's location within the Western Pines subdivision is considered inferior to the Subject Property's close in to downtown yet secluded location. With respect to physical characteristics, the comparable has curb, gutters and a detached sidewalk. The Subject Site has unique characteristics with frontage on Willow Creek in a secluded area. These characteristics are considered to offset some of the limitations caused by the City water line easement and connecting to the City sewer line in Highland Drive. Because the comparable is new construction ready it is considered superior. The zoning is considered similar.

Indicated Adjusted Unit Value of Subject

Similar overall, range of \$85,000 per lot.

☐ Ac ☐ Sq Ft ☒ Parcel

<b>Key Number</b> 12048	<b>Project Number</b> A012(048)	<b>Parcel Number</b> 32	<b>Parcel ID Number</b> R3391500000
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### SUMMARY OF INDICATED UNIT VALUES

Comparable	No. 1	No. 2	No. 3	No. 4
Date of Sale	7/2019	9/2019	9/2019	8/2019
Sale Price	\$80,000	\$79,000	\$80,000	\$85,000
Size/Acres	0.29	0.34	0.36	0.38
\$ per Lot	\$80,000	\$79,000	\$80,000	\$85,000
Financing Terms	Cash	Cash	Cash	Cash
Conditions of Sale	Typical	Typical	Typical	Typical
Time*	\$80,000	\$79,000	\$80,000	\$85,000
Size	Smaller	Smaller	Smaller	Smaller
Location	Inferior	Inferior	Inferior	Inferior
Physical Characteristics	Superior	Superior	Superior	Superior
Zoning/Entitlements	Similar	Similar	Similar	Similar
Overall Comparability	Similar	Similar	Similar	Similar

\*Current market conditions are considered; no adjustment is applied to the sales as they are current.

#### Final Correlation of Value

The four comparables are considered the best indicators available with respect to time, size, location, physical characteristics and zoning. A thorough search of the Subject neighborhood and surrounding area has revealed the aforementioned comparable sales. All comparables are located in areas which would compete directly or indirectly with the Subject Property. The number of land sales which has occurred over the latest period of time is considered adequate for analysis purposes. The appraiser could not locate any recent sales of infill lots in the close-in to downtown area of Middleton. Consideration is given for current market conditions. The market for residential lots is currently active. Based on the strengths and weaknesses of the Subject Site in relation to the comparable sales and with consideration for the Subject's location and physical characteristics, the appraiser concluded the indicated value for the Subject Site at \$80,000. Based on a size of 0.47 acres this equates to \$3.91 per square foot.

The permanent easement is typically valued at 50% of the fee simple value. This area can still potentially be utilized for items such as building setback purposes, density transfer, and potential or calculated landscaping area, etc.

For informational purposes the 2019 Subject Site assessed value is \$0.03 per square foot.

Final Conclusion of Subject Unit Value

**\$3.91**

☐ Ac ☒ Sq Ft ☐ Parcel



Key Number	Project Number	Parcel Number	Parcel ID Number
12048	A012(048)	32	R3391500000

### Other Attachments or References (As Applicable)

☐ In box indicates required in report

☒ In box indicates include if applicable

- ☐ Letter of transmittal
- ☐ Appraiser's certification
- ☐ R/W plans sheet or map
- ☐ Assumptions and limiting conditions
- ☐ Qualifications of appraiser
- ☐ Numbered subject photos (with project lines, location map, and labeled with date and photographer) and interior photos, if affected
- ☐ Assessors valuation (must include category and value per category) and plat map
- ☐ Legal description
- ☐ Zoning information
- ☐ Comparable sales location map and sufficient directions
- ☐ Numbered photos of comparables (location map and labeled with date and photographer)
- ☐ Title report (if supplied)
- ☒ Supporting bids, if applicable
- ☒ Salvage value estimate of affected improvements, if applicable
- ☒ Sign identification, photograph(s), and location, if applicable
- ☒ Floor plan sketch, if applicable
- ☒ Sketch of property showing improvements, if applicable
- ☒ Fixture inventory (ITD 5204), if applicable
- ☒ Identify tenant-owned property and ownership within R/W requirement, if applicable
- ☒ Economic rent information of impacted improvements and rental history, if applicable
- ☒ Property owner advice of rights form
- ☐ Other \_\_\_\_\_

Insert additional information/displays as necessary after this page

There are no additional information/displays.





# Appraiser's Certification


Idaho Transportation Department

ITD 1896 (Rev. 01-12)  
itd.idaho.gov

Key Number 12048	Project Number A012(048)	Parcel Number 32	Parcel ID Number R3391500000
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I certify that to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions; legal instructions are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property appraised that is the subject of this report, and no personal interest or bias with respect to the parties involved.
- My compensation for completing this assignment is not contingent upon the analysis, opinions, or conclusions reached or reported or the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have performed no (or the specified) services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Idaho Transportation Department's Appraisal Guide, the Uniform Appraisal Standards for Federal Land Acquisitions, and the appraisal Foundation's *Uniform Standards for Professional Appraisal Practice*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocations of USPAP's Jurisdictional Exception Rule as described in Section D-1 of the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- I have ☒ have not ☐ made a personal inspection of the property appraised that is the subject of this report. The property owner or his/her designated representative was given the opportunity to accompany the appraiser on the property inspection as stated in the appraisal report.
- No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise stated.
- I understand that this report may be used in connection with the acquisition of right-of-way for a project to be constructed by the state of Idaho.
- I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Idaho Transportation Department and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- I have, in making said appraisal, disregarded any decrease or increase in the market value of the real property prior to the date of valuation caused by the subject project for which said property is being acquired, or by the likelihood that the property would be acquired for such a project, other than that due to physical deterioration within the reasonable control of the owner(s).
- Such appraisal has been made in conformity with the appropriate state laws, regulations, policies, and procedures applicable to appraisal of right-of-way for such purposes; and no portion of the value assigned to such property consists of items that are non-compensable under the established law of said state.
- My opinion of the fair market value of the rights being acquired in the property as of November 13, 2019 is  
Seventy Six Thousand Two Hundred Twenty Six Dollars and Fifty Cents (\$76,226.50), based upon my independent appraisal and the exercise of my professional judgment.

Appraiser's Signature 	Appraiser's License No. CGA-6	Date 11/15/19
Appraiser's Signature	Appraiser's License No.	Date

## CERTIFICATION OF VALUE

Property Location:

TBD South Highland Drive  
Middleton, Canyon County, Idaho

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation is not contingent upon the report of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, the Code of Professional Ethics, and the Standards of Professional Practice of the Appraisal Institute.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this report.
- the use of this report is subject to the requirements of the Appraisal Institute and the State of Idaho relating to review by its duly authorized representatives.
- as of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute and the State of Idaho.



Robert C. Williams, MAI  
Certified Appraiser CGA-6

## ASSUMPTIONS AND LIMITING CONDITIONS:

This Appraisal Report is subject to the following assumptions and limiting conditions:

1. The legal description furnished is assumed to be correct. No other legal matters are considered. The property is appraised assuming a clear and merchantable title.
2. The sketch in this report is included to assist the reader in visualizing the property. The appraisers have not surveyed the property and no liability is assumed in connection with such matters.
3. Certain information contained in this report was furnished by others. It is believed to be accurate and was confirmed to the best of my ability. The right is reserved to modify the conclusions if an error is discovered.
4. Robert C. Williams is an active member of the Appraisal Institute. The Bylaws and Regulations of the Appraisal Institute require each member to control the use and distribution of each appraisal report.
5. None of this appraisal, neither part nor whole, shall be disseminated to the general public by use of advertising media, public relations media, sales media, or other media for public communication, without the prior written consent of the appraiser.
6. Employment to perform this appraisal does not require court testimony unless satisfactory arrangements are made in advance.
7. The data and conclusions found in this appraisal are a part of the whole valuation. No part of this appraisal may be used out of context, as it could be misleading.
8. In order to better estimate the value of the property as a whole, the value of the land and the improvements may be shown separately; however, the value shown for either may or may not be its correct market value.
9. It is assumed by the appraiser, and the value is contingent upon the improvements meeting all applicable building codes. It is also assumed that all applicable zoning and use regulations are being complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

10. The appraiser assumes there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it less valuable. No study has been made to determine whether structures may have an infestation such as termites or dry rot. The appraiser assumes no responsibility for any other hidden defects or conditions such as substandard insulation, plumbing, wiring, water leaks, defective roofs or settlement which may exist. The appraiser does not warranty the property and the client should satisfy himself that the condition of the property is acceptable.
11. The Subject Property will be under management that is competent and ownership that is responsible.
12. It is assumed that the utilization of the land and improvements is within the legal boundaries or property lines and that there is no encroachment or trespass unless noted in the report.
13. Subsurface rights (minerals, oil, etc.) are not classified or considered in performing this appraisal.
14. Unless environmental studies are made available by a registered professional environmental engineer, at the client's expense, it is assumed the site or structure has not been damaged by hazardous materials or toxic substances. The appraiser is not trained to detect or analyze the remedy for such conditions. Contamination is considered a liability to the property and the property owner. The reported value is based upon the assumption that these materials or substances do not exist in or on the Subject Property.
15. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I am not a Professional Architect and I have not been provided with a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the Subject Property.

16. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may, or may not, be the market value of the component.
17. It is assumed that the Project will be constructed as shown on the Project Plans dated December 26, 2018.
18. It is a hypothetical condition of this appraisal to disregard any increase or decrease in the before market value of the Property that has been caused by the Project. The use of the hypothetical condition might have affected the assignment results.
19. It is also a hypothetical condition of this appraisal that the Project has been constructed as designed. The use of the hypothetical condition might have affected the assignment results.
20. It is an Extraordinary Assumption of this appraisal that there are no contributory site improvements located within the proposed requirement and easement areas. The use of the extraordinary assumption might have affected the assignment results.

**PROPERTY OWNER  
ADVICE OF RIGHTS FORM**

**In accordance with Idaho Code 7-711A, 7-711, and 54-4105(5)**

(1) The State of Idaho, Idaho Transportation Department, by and through the Idaho Transportation Board, (State) has the power under the constitution and the laws of the state of Idaho and the United States to take private property for public use. This power is generally referred to as the power of "eminent domain" or condemnation. The power can only be exercised when:

- a) The property is needed for a public use authorized by Idaho law;
- b) The taking of the property is necessary to such use;
- c) The taking must be located in the manner which will be most compatible with the greatest public good and the least private injury.

(2) The State must negotiate with the property owner in good faith to purchase the property sought to be taken and/or to settle with the owner for any other damages which might result to the remainder of the owner's property.

(3) The owner of private property to be acquired by the State is entitled to be paid for any diminution in the value of the owner's remaining property which is caused by the taking and the use of the property taken proposed by the condemning authority. This compensation, called "severance damages," is generally measured by comparing the value of the property before the taking and the value of the property after the taking. Damages are assessed according to Idaho Code.

(4) The value of the property to be taken is to be determined based upon the highest and best use of the property.

(5) If the negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to assessment of damages from a court, jury or referee as provided by Idaho law.

(6) The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process at the owner's cost and expense.

(7) The State shall deliver to the owner, upon request, a copy of all appraisal reports concerning the owner's property prepared by the State. Once a complaint for condemnation is filed, the Idaho rules of civil procedure control the disclosure of appraisals.

(8) In some cases authorized by Idaho Code a value estimate can be substituted for an appraisal. A value estimate is an accepted and legally approved method to value property when the compensation for the requirement is \$10,000 or less. All value estimates are reviewed and approved by an Idaho certified general real estate appraiser. A value estimate must be provided to an owner. If an owner does not accept a value estimate, he is entitled to an appraisal by an agent of the Idaho Transportation Department. Requests for an appraisal in lieu of a value estimate should be submitted to the Idaho Transportation Department within 35 days of receipt of this notice and sent to: Idaho Transportation Department, Right of Way Section, Attn: Appraisal Coordinator, P.O. Box 7129, Boise, Idaho 83707.

(9) The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which the State condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by the State by ten percent (10%) or more, the condemning authority may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

(10) The form contemplated by this section shall be deemed delivered by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the county assessor as the owner of the property. A second copy will be attached to the appraisal at the time it is delivered to the owner.

(11) If the State desires to acquire property pursuant to this chapter, the State or any of its agents or employees shall not give the owner any timing deadline as to when the owner must respond to the initial offer which is less than thirty (30) days. A violation of the provisions of this subsection shall render any action pursuant to this chapter null and void.

(12) Nothing in this section changes the assessment of damages set forth in section 7-711, Idaho Code.

(13) If a business has been in existence for five years or more and is owned by a party whose lands are being condemned and the business is located on those lands or upon adjoining lands owned or held by the same party, then the owner of the business may be entitled to damages to the business. (A tenant, business owner does not qualify.) A business owner has the right to consult with an attorney.

The business owner has the burden of making a claim by sending it certified mail return receipt requested to the Idaho Transportation Department, Legal Section, P.O. Box 7129, Boise, Idaho 83703 no later than 90 days after service of the summons and complaint for condemnation on the property owner. The business damages claim must be clearly segregated from a claim for property damages and cannot duplicate damages paid for land or for severance damages. The business owner, a CPA, or a business damage expert, must prepare the claim. The claim must include an explanation of the nature, extent and monetary amount of damages and be supported by copies of federal and state income tax returns, state sales tax returns, balance sheets, profit and loss statements and any other records relied upon for five preceding years.

No business damages will be awarded if the loss can reasonably be prevented by a relocation of the business or by taking steps that a reasonably prudent person would take. No business damages will be paid for temporary business interruption due to construction.

*Fitzpatrick*

*R 33915*

Project No: 160175

Date: December 11, 2018

Page 1 of 1



**T-O ENGINEERS**

**Parcel 32  
Right-of-Way Description**

A parcel of land located in Government Lot 6 of Section 7, Township 4 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho, being a portion of that land described in Quitclaim Deed Instrument No. 2010028097, Records of Canyon County, Idaho, more particularly described as follows:

**COMMENCING** at the Northwest corner of said Section 7 and Government Lot 5; thence, along the west boundary of said Lot 5,

A) S.02°22'00"W., 1070.04 feet to the north bank of the Canyon County Canal as described in said Instrument No. 2010028097 and the **POINT OF BEGINNING** at S. Cemetery Road station 24+27.84, 97.82' LT; thence, along said bank,

1. S.70°23'07"E., 146.96 feet, more or less, to the centerline of the Canyon County Flume as described in said Instrument No. 2010028097; thence, along said centerline,
2. S.00°46'28"W., 21.94 feet, more or less, to the west bank of Willow Creek as described in said Instrument No. 2010028097; thence, along said bank,
3. S.37°30'32"W., 133.26 feet; thence,
4. N.60°26'06"W., 72.25 feet to the west boundary of said Lot 5; thence, along said boundary,
5. N.02°22'00"E., 141.46 feet to the **POINT OF BEGINNING**.

**CONTAINING** 0.373 acres.

**SUBJECT TO:** Record documents.







T-O ENGINEERS

Fitzpatrick  
R 33915

Project No: 160175  
Date: December 11, 2018  
Page 1 of 1

**Parcel 32  
Easement Description**

A parcel of land located in Government Lot 6 of Section 7, Township 4 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho, being a portion of that land described in Quitclaim Deed Instrument No. 2010028097, Records of Canyon County, Idaho, more particularly described as follows:

**COMMENCING** at the Northwest corner of said Section 7 and Government Lot 5; thence, along the west boundary of said Lot 5,

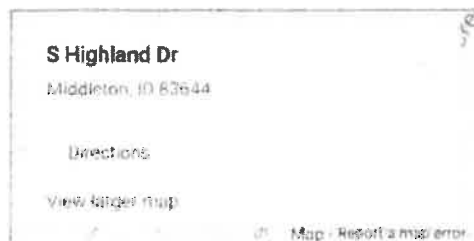
A) S.02°22'00"W., 1211.50 feet to the **POINT OF BEGINNING** at S. Cemetery Road station 24+92.50, 28.00' RT; thence,

1. S.60°26'06"E., 72.25 feet to the west bank of Willow Creek as described in said Instrument No. 2010028097; thence, along said bank,
2. S.37°30'32"W., 10.10 feet; thence,
3. N.60°26'06"W., 65.71 feet to the west boundary of said Lot 5; thence, along said boundary,
4. N.02°22'00"E., 11.24 feet to the **POINT OF BEGINNING**.

**CONTAINING** 0.016 acres.  
**SUBJECT TO:** Record documents.



## S Highland Dr - Middleton, ID 83644



### General Information

Parcel #: R3391500000  
 Subdivision:  
 Owner 1: Fitzpatrick, Herbert J  
 Owner 2: Fitzpatrick, Janis L  
 Site Address: S Highland Dr  
 Middleton, ID 83644  
 Legal: 07-4N-2W NW TX 10156 IN GOVT LT 6 IN SWNWNW  
 Acres: 0.4700  
 Bed/Bath: 0/0.00  
 Zoning: R-3  
 Single-Family Residential  
 School Dist: 765 Middleton School Dist  
 Land Use: 20h City Res Lot  
 Twn-Rng-Sec: 04N-02W-07  
 Watershed Code: 1705011403  
 Willow Creek

Assessment	Value
Improvement	\$0.00
Land	\$640.00
Total	\$640.00

Assessment Year: 2019

Tax Year	Tax Total
2018	\$17.60
2017	\$17.48
2016	\$16.04

## Canyon County, Idaho

generated on 11/13/2019 2:33:38 PM EST

## Parcel

Parcel Number	Site Address	Current Total Assessed Value
33915000 0	0 S HIGHLAND DR MI ID, MI	\$640

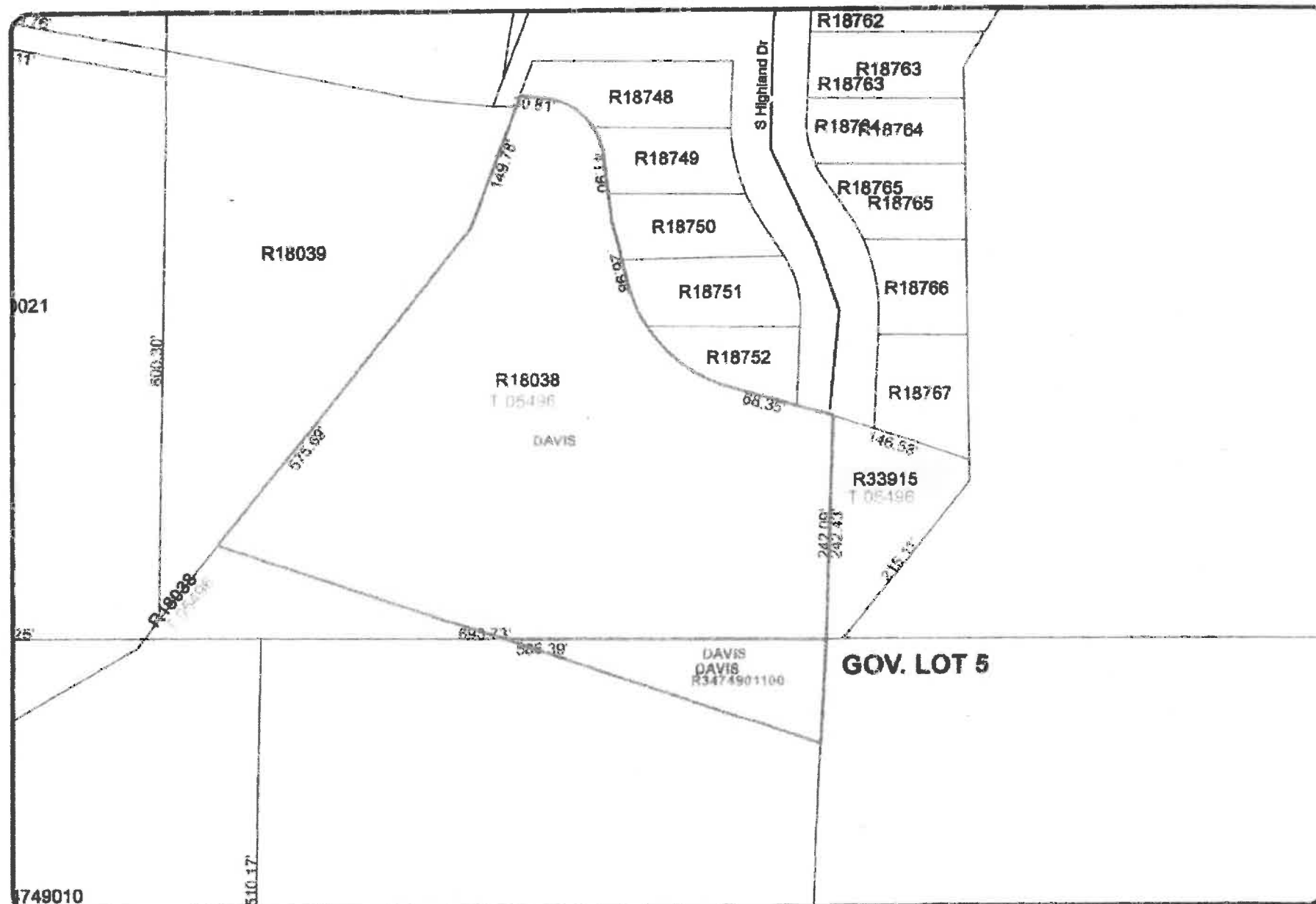
Owner Information	
Owner Name	FITZPATRICK HERBERT J FITZPATRICK JANIS L
Mailing Address	400 S HIGHLAND DR MIDDLETON ID 83644
Transfer Date	05/06/2010
Document #	2010020955
Deed Book/Page	

Location / Description	
Tax District	004-00
Canyon County	001.
Parcel Address	0 S HIGHLAND DR MI ID, MI
Deeded Acreage	.4700
Section & Plat	
Routing #	
Legal Desc.	07-4N-2W NW TX 1015S IN GOVT LT 6 IN SWNWNW

Parcel Type	Topography	Services
Property Class Code	520 Residential City Lot	Level Ground
Neighborhood Code	140000	High
Neighborhood Factor	.00	Low
Street / Road Code	A	Rolling
		Swampy
		Water
		Sewer
		Natural Gas
		Electricity
		Sidewalk
		Alley

Assessment Information			
Current Land Value	\$640 Residential Land	\$0 Adjustment Factor	0.00
Current Imp. Value	\$0 Residential Imp.	\$0 Average Value / Acre	\$0
Current Total Assessed Value	\$640 Residential Total	\$0 Appraisal Date	12/5/2013
Commercial Land	\$0 Non-Res Land	\$0 Reason For Change	02
Commercial Imp.	\$0 Non-Res Imp.	\$0 Prior Land Value	\$640
Commercial Total	\$0 Non-Res Total	\$0 Prior Imp. Value	\$0
Dwelling Value	\$0 Classified Land Value		
Farmland Value	\$0 Homestead Value		





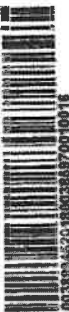
This Map and data displayed is a graphic representation derived from the Canyon County Geographic Information System (GIS) data. It was designed and intended for staff use only. It is not guaranteed survey accuracy. This map is based on information available and was compiled from numerous sources which may not be accurate. Users are to field verify this information. Canyon County and Single Point Solutions, Inc. are not liable for errors or omissions resulting from the use of this product for any purpose.



2018-038697

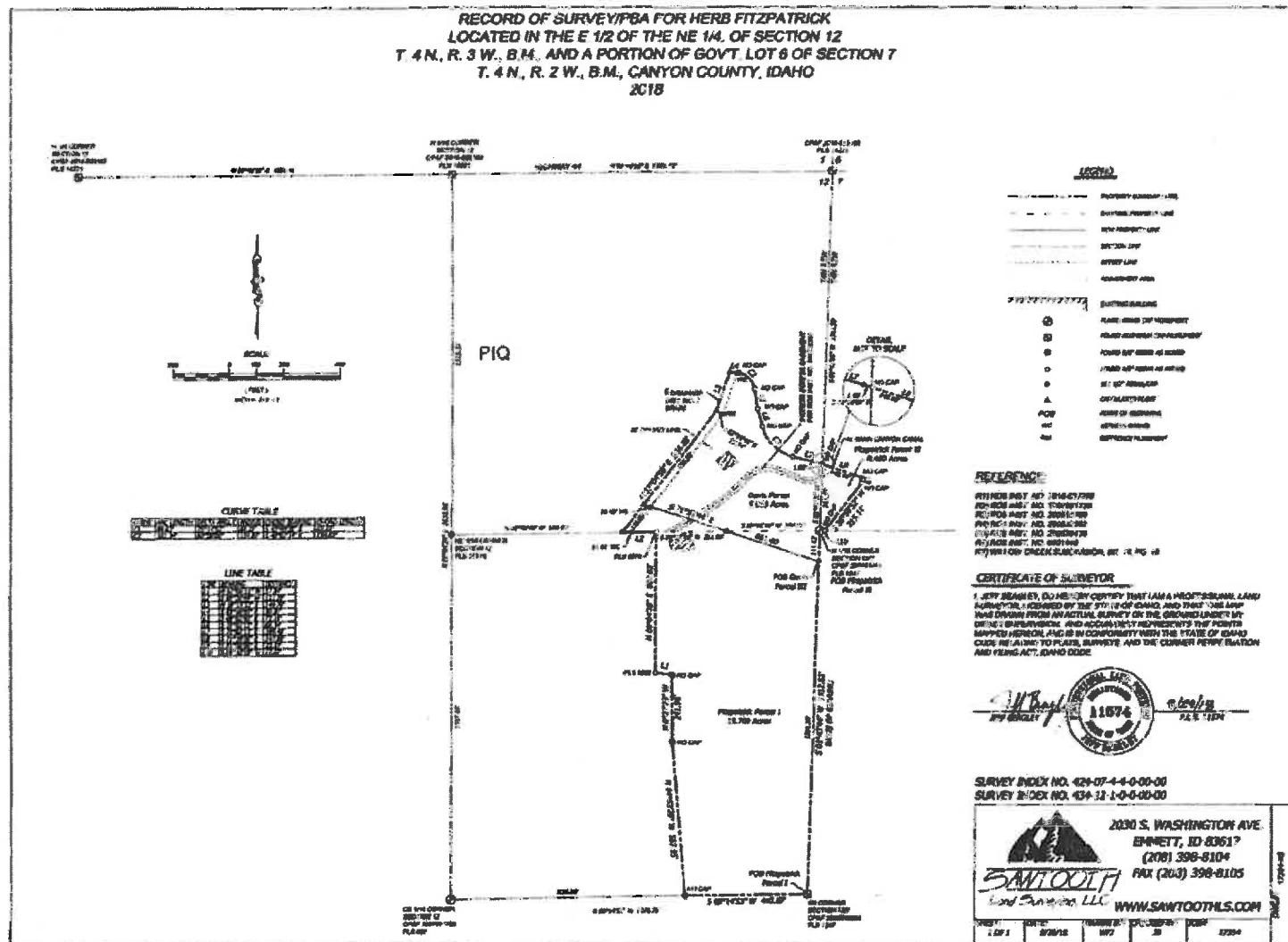
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08/29/2018 03:15 PM



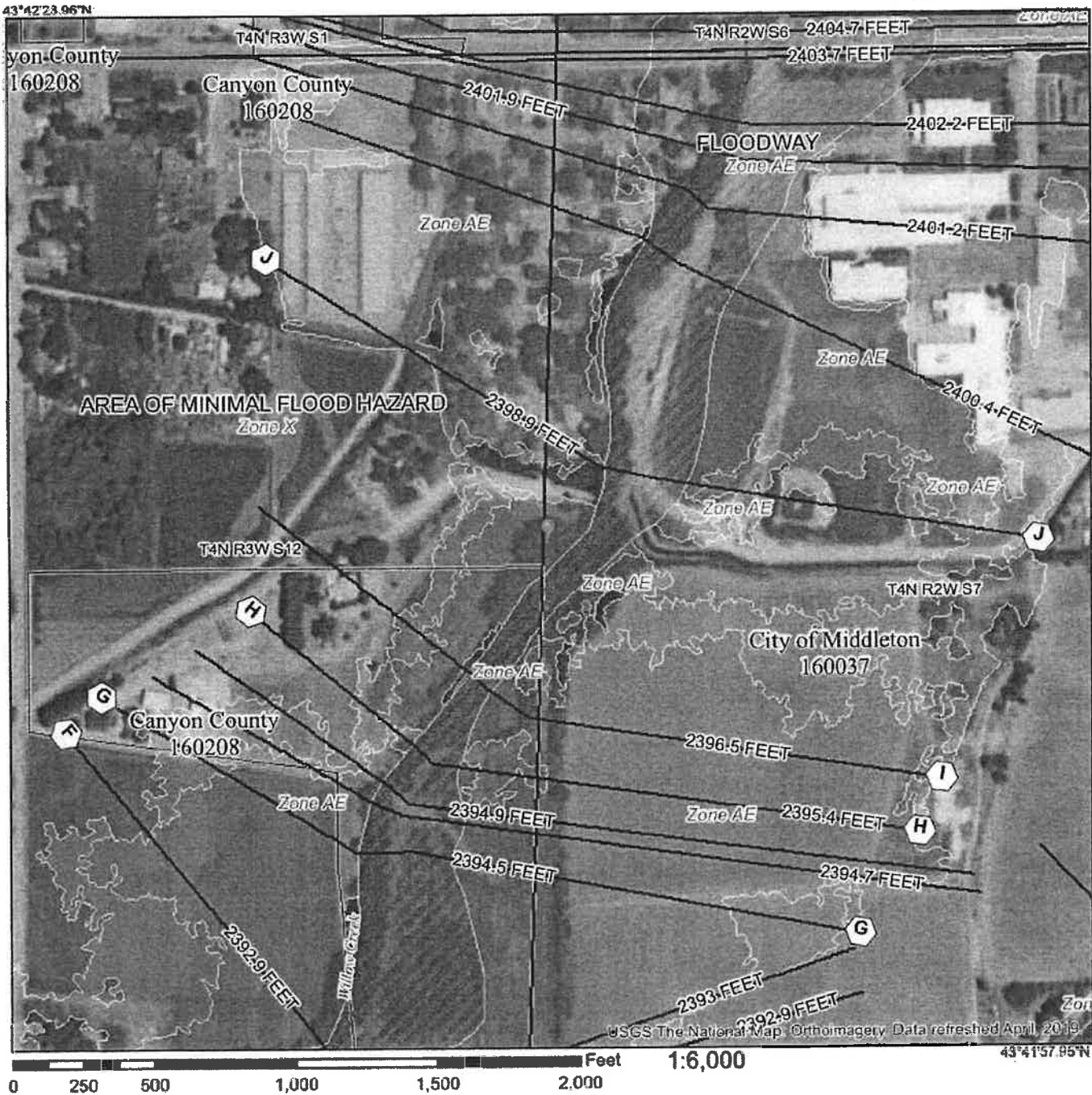
CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Survey: LIBERG \$5.00  
SAWTOOTH LAND SURVEYING LLC

NOT OFFICIAL  
SEE ORIGINAL IN RECORDER'S  
OFFICE



Pax  
08/26/

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

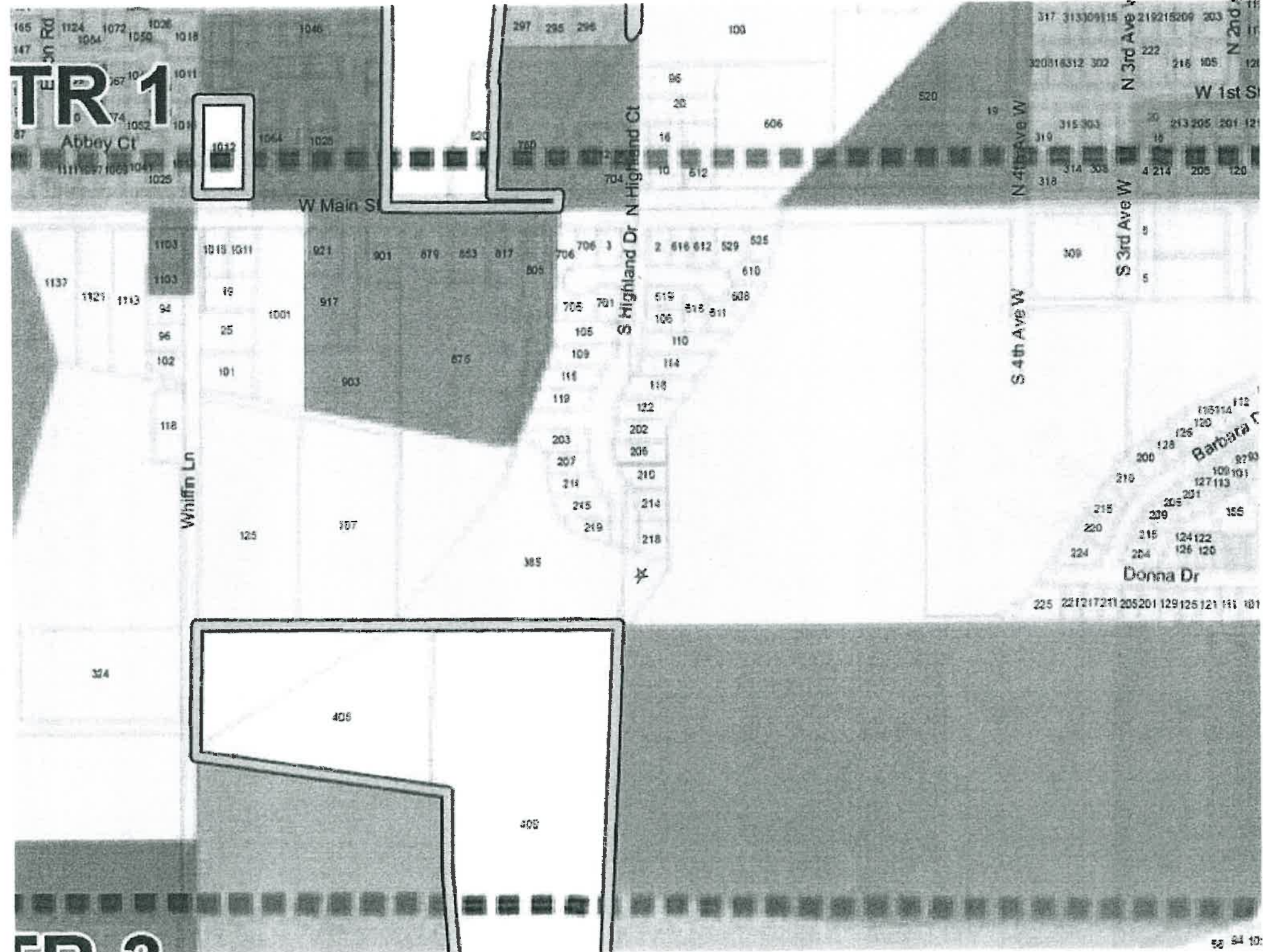
SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE)
	With BFE or Depth
	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
	Future Conditions 1% Annual Chance Flood Hazard
	Area with Reduced Flood Risk due to Levee. See Notes.
	Area with Flood Risk due to Levee
OTHER AREAS	Area of Minimal Flood Hazard
	Effective LOMRs
	Area of Undetermined Flood Hazard
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Digital Data Available
	No Digital Data Available
MAP PANELS	Unmapped
	The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

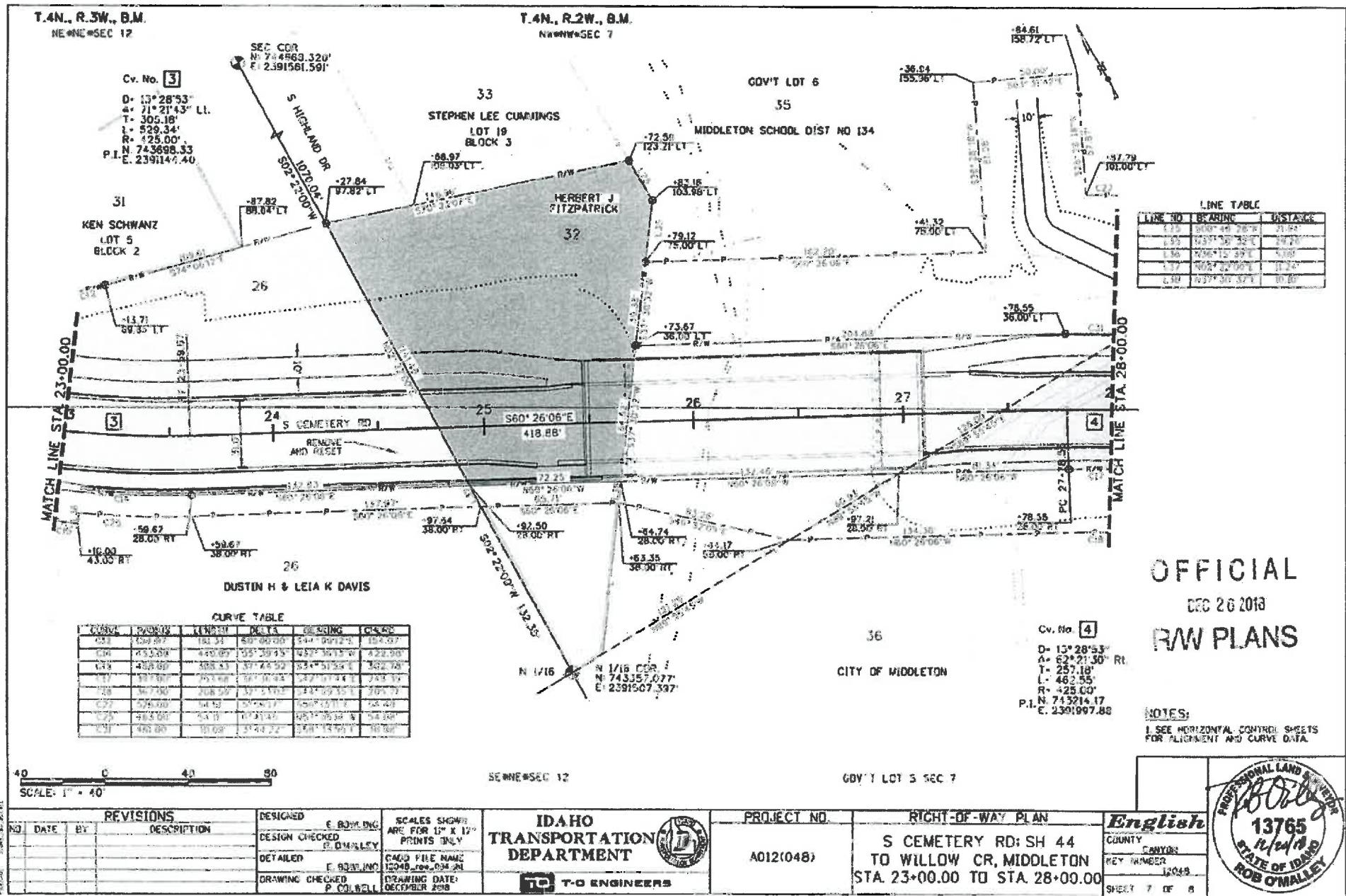
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/15/2019 at 12:00:35 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



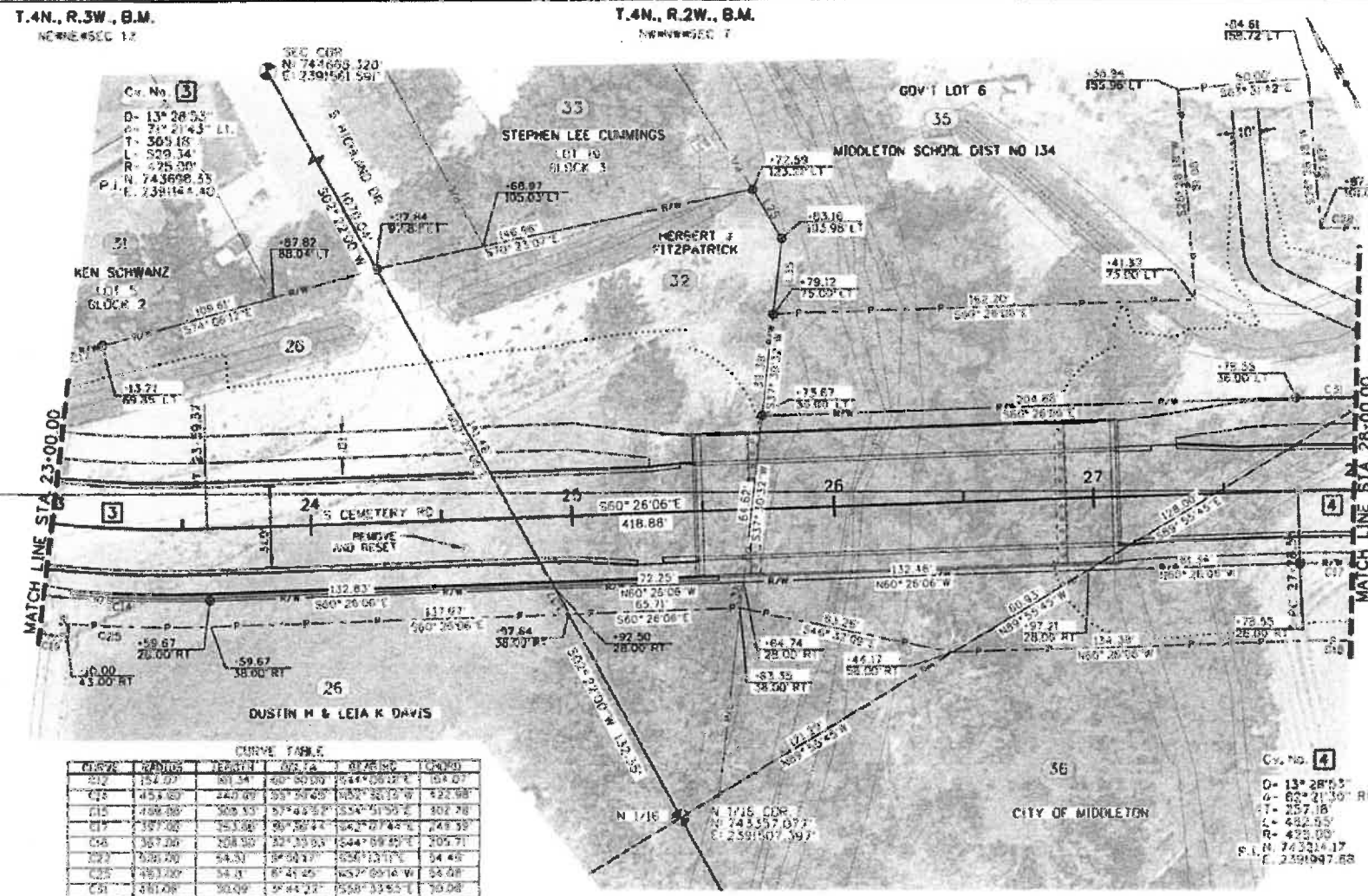






T.4N., R.3W., S.8M.  
NE 1/4 SEC 12

T.4N., R.2W., S.8M.  
NW 1/4 SEC 7



LINE TABLE

LINE NO.	BEARING	DISTANCE
1.25	S89°48'28"W	21.94
1.30	N37°30'22"E	29.20
1.35	N38°15'38"E	5.00
1.47	N07°27'58"E	11.24
1.58	N37°30'32"E	10.18

CURVE TABLE

STATION	BEARING	DEPART	ANGLE	CHORD	CHORD BEARING	CHORD DIST
212	154.07	80.34	60°00'00"	154.07	154.07	154.07
213	45.80	240.09	58°50'00"	152.12	152.12	152.12
214	106.00	309.53	57°45'00"	153.41	153.41	153.41
215	187.00	351.00	56°30'00"	154.71	154.71	154.71
216	367.00	208.50	55'30'00"	156.00	156.00	156.00
217	208.00	54.33	54°00'00"	157.31	157.31	157.31
218	148.00	54.33	52°45'00"	158.62	158.62	158.62
219	287.00	50.00	51°30'00"	159.93	159.93	159.93



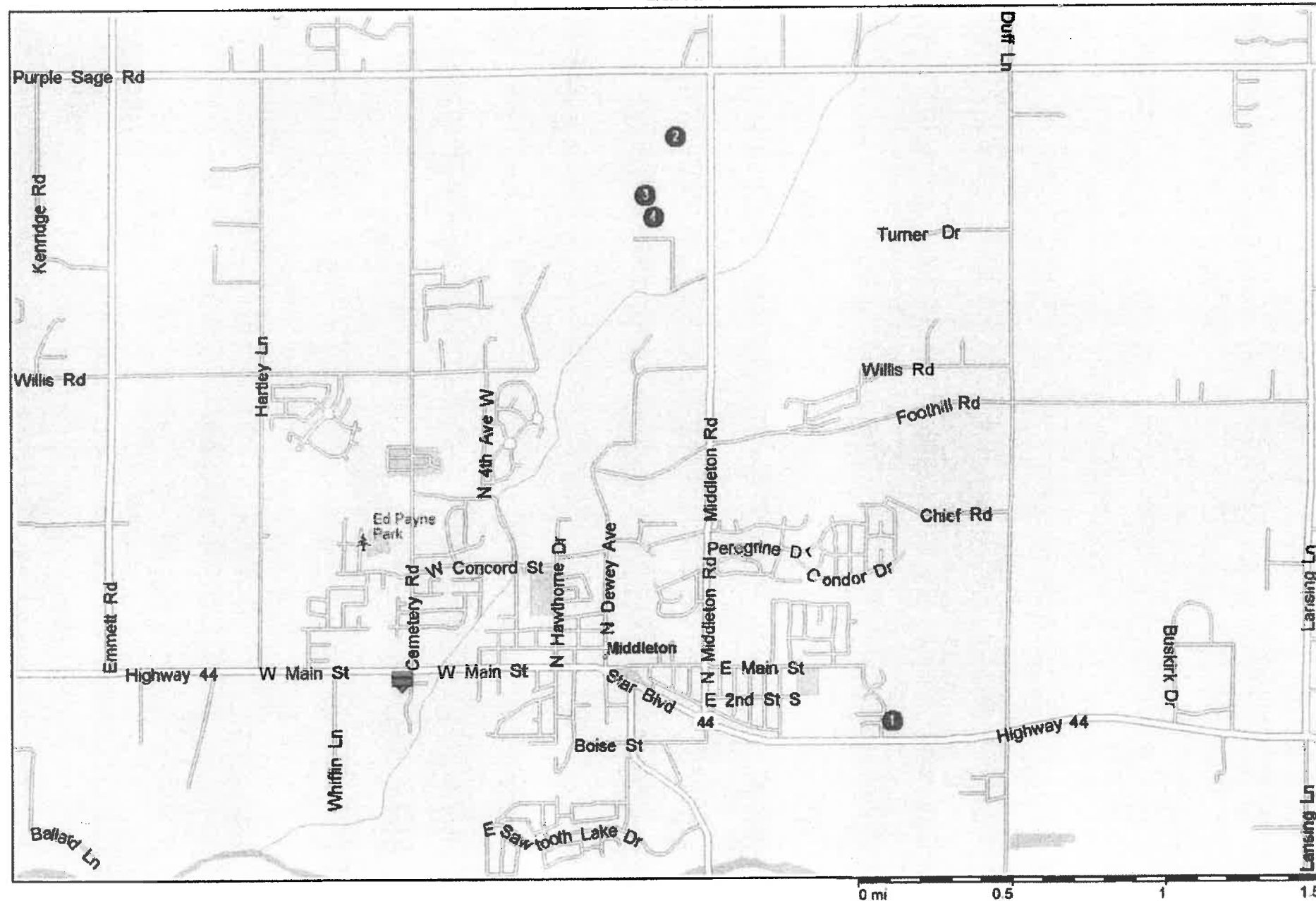
SE 1/4 SEC 12

GOV'T LOT 5 SEC 7

NOTES:  
1. SEE HORIZONTAL CONTROL SHEETS FOR ALIGNMENT AND CURVE DATA.

<b>REVISIONS</b> NO. DATE BY DESCRIPTION			DESIGNED: E. HOWLAND DESIGN CHECKED: R. O'MALLEY DETAILED: E. HOWLAND DRAWING CHECKED: R. O'MALLEY		SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY CADD FILE NAME: 12048-04-04.dwg DRAWING DATE: DECEMBER 2004		<b>IDAHO TRANSPORTATION DEPARTMENT</b> 		PROJECT NO: A012(C48) RIGHT-OF-WAY PLAN S CEMETERY RD: SH 44 TO WILLOW CR, MIDDLETON STA. 23+00.00 TO STA. 28+00.00		<b>English</b> COUNTY: CASSIUM KEY NUMBER: 12048 SHEET 2 OF 4			
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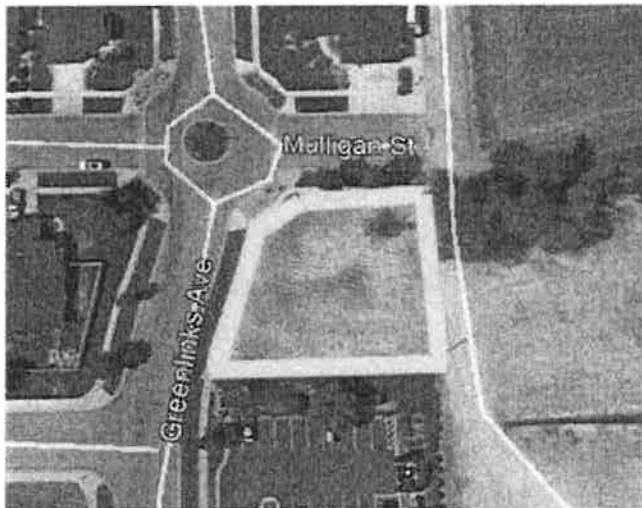
## Land Sales



Comparable L-1:

Location:	196 Greenlinks Avenue
Assessor's Parcel No.:	R3391610300
Date of Sale:	July 2019
Deed Number:	2019-034732
Seller:	Bridgewater
Buyer:	Mihm
Sale Price:	\$80,000
Terms:	Cash
Site Size:	0.29± Acres
Verified With:	Listing Agent

This generally rectangular shaped lot is located on the southeast corner of Greenlinks Avenue and Mulligan Street. The lot is generally level and at road grade. The street frontage is improved with concrete curb, gutter and detached sidewalk. All public utilities are available. The site is zoned City of Middleton Residential District.



**Comparable L-2:**

Location:	2062 Nordic Avenue
Assessor's Parcel No.:	R3756310800
Date of Sale:	September 2019
Deed Number:	2019-042413
Seller:	KCRJ, LLC
Buyer:	Heinz Built Homes, LLC
Sale Price:	\$79,000
Terms:	Cash
Site Size:	0.34± Acres
Verified With:	Buyer

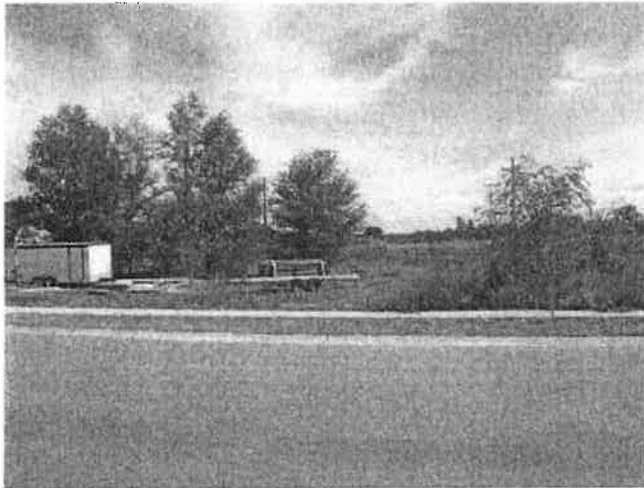
This rectangular shaped lot is located on the east side of Nordic Avenue, north of Meadow Park Boulevard. The lot is generally level and at road grade. The street frontage is improved with concrete curb, gutter and detached sidewalk. All public utilities are available. The site is zoned City of Middleton Residential District.



**Comparable L-3:**

Location:	1962 Scotch Pine Drive
Assessor's Parcel No.:	R3757661400
Date of Sale:	September 2019
Deed Number:	2019-041747
Seller:	Madison River Trust
Buyer:	Lobkov
Sale Price:	\$80,000
Terms:	Cash
Site Size:	0.36± Acres
Verified With:	Listing Agent

This generally rectangular shaped lot is located on the east side of Scotch Pine Drive, south of Meadow Park Boulevard. The lot is generally level and at road grade. The street frontage is improved with concrete curb, gutter and detached sidewalk. All public utilities are available. The site is zoned City of Middleton Residential District.





**Comparable L-4:**

Location:	1960 Scotch Pine Drive
Assessor's Parcel No.:	R3757661300
Date of Sale:	August 2019
Deed Number:	2019-039193
Seller:	Madison River Trust
Buyer:	Westfall
Sale Price:	\$85,000
Terms:	Cash
Site Size:	0.38± Acres
Verified With:	Listing Agent

This generally rectangular shaped lot is located on the east side of Scotch Pine Drive, south of Meadow Park Boulevard. The lot is generally level and at road grade. The street frontage is improved with concrete curb, gutter and detached sidewalk. All public utilities are available. The site is zoned City of Middleton Residential District.





## Lot Book Report – Full Search

File No.: 702109

Reference No.:

1. Effective Date: October 15, 2019 7:30AM
2. The estate or interest in the land described or referred to in this Lot Book Report is:  
**FEE SIMPLE**
3. Title to the estate or interest in the land is at the Effective Date vested in:  
Janis L. Fitzpatrick and Herbert J. Fitzpatrick, wife and husband
4. The land referred to in this Lot Book Report is described as follows:  
See Exhibit A attached hereto and made a part hereof.



File No.: 702109

Reference No.:

Special Exceptions:

1. General taxes for the year 2019, which are liens, the 1st half of which are now due and payable but not delinquent until December 20, 2019, and the 2nd half of which are not delinquent until June 20, 2020.  
Parcel No: 33915000 0  
Amount: \$16.58
2. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.  
District: Canyon County Water Co.  
No search made.
3. Liens and assessments of Drainage District No. 2, and the rights, powers and easements of said District as by law provided; said assessments are collected with the general taxes.  
No search made.
4. Liens and assessments of Flood Control District No. 10, and the rights, powers and easements of said District as by law provided; said assessments are collected with the general taxes.
5. Covenants, conditions, restrictions and easements contained in U.S. Patent  
Recorded: March 11, 1988  
Book/Page: 1/403  
As Follows: Subject to any vested and accrued water rights for mining, agriculture, manufacturing or other purposes, and right to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.
6. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads, including but not limited to Canyon Canal along the Northerly boundary and the Canyon County Flume along the East boundary and the Willow Creek along the Southeasterly boundary
7. The effect of Deed by Canyon County Water Company to Canyon County Water Company  
Recorded: April 12, 1909  
Instrument No.: 25934
8. An easement affecting the portion of said premises and for the purposes stated herein, and for incidental purposes.  
For: Willow Creek Wasteway  
In Favor of: United States of America acting through the Department of Interior, Bureau of Reclamation  
Recorded: May 5, 1954  
Instrument No.: 410181  
Affects: The southeasterly boundary of said premises
9. An easement affecting the portion of said premises and for the purposes stated herein, and for incidental purposes.  
For: Waterline and Utilities  
In Favor of: City of Middleton  
Recorded: February 2, 2001  
Instrument No.: 200103952  
Affects: A strip of land 15 feet wide thru a portion of said premises and other lands

10. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, as reserved by a document

For: Ingress/egress

In Favor of: Herbert J. Fitzpatrick and Janis L. Fitzpatrick, husband and wife

Reserved by: Warranty Deed

Recorded: July 5, 2005

Instrument No.: 200538201

Affects: A strip of land 20 feet width lying within the Northwesterly corner of said premises

11. Matters disclosed by Record of Survey

Recorded: August 29, 2018

Instrument No.: 2018038397

12. Short Form Deed of Trust to a Master Deed of Trust, recorded October 30, 2013 as Instrument No. 2013049783, to secure an indebtedness of \$220,900.00 and any other amounts as therein provided payable under the terms, conditions, provisions and stipulations thereof.

Dated: August 4, 2014

Grantor: Dustin H. Davis, married and Leta K. Davis, married

Trustee: First American Title Insurance Company

Beneficiary: KeyBank National Association

Recorded: August 21, 2014

Instrument No.: 2014030462

Affects said premises and other lands

Note: The Grantor was not seized of record title to said premises at the time of execution of said Deed of Trust, therefore, said Deed of Trust should be corrected and rerecorded or said premises be reconveyed from said Deed of Trust.

End of Exceptions

No liability beyond the amount paid for this report is assumed hereunder, and Pioneer Title is not responsible beyond the amount paid for any errors and omissions contained herein. If you wish additional assurances, please contact Pioneer Title for further information as to the availability and cost of additional protection.

Pioneer Title Company of Canyon County

by:

Doug Broetje

## EXHIBIT A

A parcel of land located in Government Lot 6, Section 7, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at an aluminum cap marking the W1/4 corner of said Section 7; Thence North 1°43'44" East coincident with the west line of the SW1/4 of the NW1/4 of said Section 7, a distance of 1312.63 feet to a brass cap marking the N1/16 corner of said Section 7 and the POINT OF BEGINNING; thence

North 1°41'26" East, coincident with the west line of the NW1/4 of the NW1/4 of said Section 7, a distance of 241.77 feet to a 1/2 inch rebar "no cap" on the north bank of the Canyon Canal;

South 71°19'08" East, coincident with the north bank of said Canyon Canal, 145.99 feet to a 1/2 inch rebar "no cap"; thence leaving the north bank of said Canyon Canal,

South 1°38'08" East, 22.53 feet to a 1/2 inch rebar "no cap"; thence

South 36°50'52" West, 215.11 feet to a 1/2 inch rebar "no cap" on the south line of the NW1/4 of the NW1/4 of said Section 7; thence

South 89°19'19" West, coincident with the south line of the NW1/4 of the NW1/4 of said Section 7, 17.07 feet to the POINT OF BEGINNING.

ORIGINAL

200103952

# GRANT OF EASEMENT

THIS EASEMENT, executed this 1 day of February, 2001, by WAYLAND VANCE, first party, to the CITY OF MIDDLETON, a municipal corporation of the state of Idaho, second party, WITNESSETH:

FOR VALUE RECEIVED, WAYLAND VANCE, the first party(ies), GRANTOR, do(es) hereby grant(s), bargain(s), sell(s) and transfer(s) unto the CITY OF MIDDLETON, a municipal corporation, GRANTEE, its successors and assigns, a 15 foot wide permanent public easement, being 7.5 feet wide each side of the described 8 inch diameter waterline, lying in a portion of the NE ¼ NE ¼ of Section 12, Township 4 North, Range 3 West, and in the NW ¼ NW ¼ of Section 7, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho. The perpetual easement hereby given, granted, conveyed and transferred for maintaining, repairing and operating the waterline and utilities is described as follows:

Commencing at the southeast corner of said NE ¼ NE ¼ Section 12;  
thence, N 2°16'46" E, 242.09 feet, more or less, along the easterly boundary of said NE ¼ NE ¼ to a point in the southerly boundary of the Willow Creek Subdivision;  
thence, N 74°11'43" W, 34.21 feet, more or less, along said southerly boundary to an existing 8" waterline, and the TRUE POINT OF BEGINNING;  
thence, S 1°43'13" W, 246.86 feet, more or less, along the centerline of said waterline;  
thence, S 61°49'03" W, 12.49 feet, more or less, along said waterline to a point on the southerly boundary of said NE ¼ NE ¼ and the POINT OF TERMINUS.  
Also including:  
Commencing at said southeast corner of NE ¼ NE ¼ Section 12;  
thence, N 80°42'49" W, 30.81 feet, more or less, to an existing 8" waterline;  
thence, N 01°43'13" E, 126.92 feet, more or less, along said 8" waterline to the POINT OF BEGINNING;  
thence, N 89°59'58" E, 141.69 feet, more or less, along said existing waterline, to the easterly boundary of the property and the POINT OF TERMINUS.

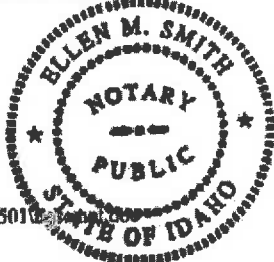
IN WITNESS WHEREOF, the first parties do hereby set their hands and seals this 1 day of Feb, 2001.

Wayland Vance  
Wayland Vance, Owner

STATE OF IDAHO )  
                          )ss:  
County of Canyon )

On this 1 day of Feb, 2001, before me, a Notary Public in and for said State, personally appeared Wayland Vance known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

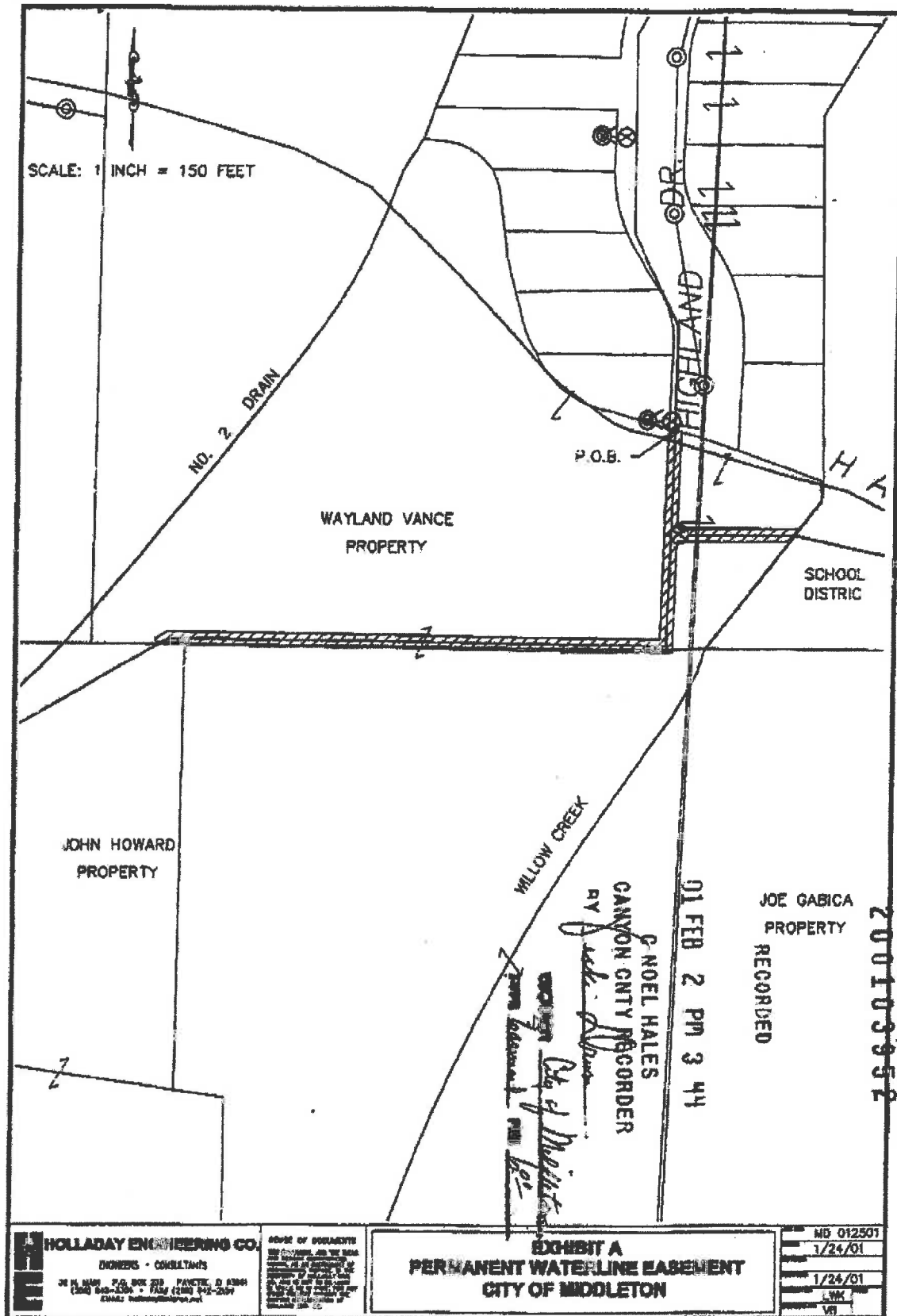
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho  
Residing at: New Plymouth  
My Commission Expires: 4-16-02

Ellen M. Smith

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**ROBERT C. WILLIAMS, MAI**  
**RC WILLIAMS & ASSOCIATES**

**APPRAISER'S QUALIFICATIONS/CURRICULUM VITAE**

**PROFESSIONAL BACKGROUND:**

February, 1992 to Present

RC Williams & Associates - Robert C. Williams Appraisals, Inc., Boise, Idaho  
Commercial Property Appraisal, Right-of-Way and Condemnation, Consulting

January, 1991 to February, 1992

L.D. Knapp & Associates, Boise, Idaho  
Commercial Property Appraisal, Feasibility Analysis, Consulting, Right-of-Way/ Condemnation

April, 1988 to January, 1991

Idaho Land and Appraisal Service, Boise, Idaho  
Commercial Property Appraisal, Consulting, Right-of-Way/Condemnation

April, 1984 to April, 1988

Intermountain Appraisal Service, Boise, Idaho  
Commercial Property Appraisal, Consulting

September, 1981 to April, 1984

Ada County Assessor's Office, Boise, Idaho  
Appraisals for Ad Valorem Assessment, Administrative Functions

**PROFESSIONAL EXPERIENCE:**

Over 35 years experience appraising a wide variety of commercial properties, which includes: retail, office, industrial, investment and land assignments. Extensive work experience in Ada County and includes in-depth knowledge of the Downtown Boise land market. Specialized experience and acquired knowledge in right of way appraisal work including eminent domain assignments involving condemnation. Clients include: Ada County Highway District, Idaho Transportation Department, Cities of Boise, Meridian, Nampa, Caldwell, various other public agencies, many National, Regional and Community Banks, Attorneys and Certified Public Accountants. References provided upon request.

**PROFESSIONAL ORGANIZATIONS:**

MAI (Appraisal Institute) – (Chapter President – 1996; Board Member – 2015 & 2016)

Idaho Certified General Appraiser No. 6

International Right-of-Way Association (Chapter President – 2016/2017 & 1993)

Boise Regional Realtors – Intermountain Multiple Listing Service

CoStar – Real Estate Information Services

EDUCATION:

Boise State University, 1980; Bachelor of Business Administration, Real Estate & Economics

APPRAISAL EDUCATION:

The Appraisal Institute:

- MAI Professional Designation, 1989
- Comprehensive Examination, 1988
- Demonstration Appraisal Report, 1987
- Course 2-2, Valuation Analysis and Report Writing, 1986
- Course 2-1, Case Studies in Real Estate Valuation, 1986
- Course 1B-B, Capitalization Theory & Techniques, Part B, 1985
- Course 1B-A, Capitalization Theory & Techniques, Part A, 1985
- Exam 1A-2, Basic Valuation Procedures, 1984
- Exam 1A-1, Real Estate Appraisal Principles, 1984
- Course 2-3, Standards of Professional Practice, 1984

The International Association of Assessing Officers:

- Course 3, Development and Writing of Narrative Appraisal Reports, 1983
- Course 2, Income Approach to Valuation, 1982
- Course 1, Basic Appraisal Seminar, 1982

Boise State University:

- Course E-202, Technical Writing, 1984
- Course RE-497, Property Management, 1980
- Course RE-450, Brokerage Management, 1980
- Course RE-360, Real Estate Finance, 1980
- Course RE-331, Real Estate Appraisal, 1979
- Course EC-321, Regional Economics, 1979
- Course RE-220, Real Estate Law, 1979
- Course RE-201, Fundamentals of Real Estate, 1977

Seminars/Continued Education:

- Business Practices and Ethics, 2017
- Uniform Appraisal Standards for Federal Land Acquisitions, 2017
- Eminent Domain and Condemnation, 2017
- Water Rights Course for Idaho Appraisers, 2016

Problems in the Valuation of Partial Acquisitions, 2015  
Integrating Appraisal Standards, 2015  
Skills of Expert Testimony, 2013  
Environmental Issues for Appraisers, 2012  
Appraisal Curriculum Overview, 2010  
Scope of Work, August, 2006  
Analyzing Distressed Real Estate, August, 2005  
Internet Search Strategies for Appraisers, January, 2003  
Investment Real Estate Workshop, October, 2002  
Eminent Domain/Idaho Issues, March, 2001  
Attacking & Defending an Appraisal in Litigation, September, 2000  
Special Purpose Properties, September, 1999  
Local Retail Properties, September, 1999  
Data Confirmation and Verification Methods, September, 1996  
The Appraiser as Expert Witness, April, 1995  
Advanced Real Estate Law in Idaho, April, 1995  
Understanding limited Appraisals & Appraisal Reporting Options, October, 1994  
30 Specialized Appraisal Issues, March, 1994  
Understanding Environmental Contamination in Real Estate, March, 1993  
Appraisal Review, August, 1992  
Overview of Final FIRREA Rules and Regulations, September, 1990  
Easement Valuation, August, 1990  
Market Feasibility, June, 1987

**COURT TESTIMONY:**

Qualified as an Expert Witness in United States District and Bankruptcy Courts for the District of Idaho  
Qualified as an Expert Witness in Idaho Fourth Judicial District Court

**CONTINUING EDUCATION FOR DESIGNATED MEMBERS:**

As of the date of this report, I, Robert C. Williams, have completed the requirements under the continuing education program of the Appraisal Institute and the State of Idaho.