

#### Joint Meeting Notice Middleton City Council, Planning & Zoning Commission, Middleton Urban Renewal Agency

# AMENDED AGENDA City Council Meeting City of Middleton, Idaho

Date: Wednesday September 7, 2022.

Time: 5:30 p.m.

Location: City Hall Council Chambers - 1103 W Main Street

Call-to-order, Roll Call (ALL Boards), Pledge of Allegiance, Invocation: JoEllen Ringer

Action Item:

A. Approve Amended Agenda

Joint Workshop: Workshop to discuss Urban Renewal.

**Adjourn Joint Meeting** 

**City Council Regular Meeting** 

#### **Action Items:**

1. Consent Agenda (items of routine administrative business) (Action Items)

- a. Consider approving minutes for City Council August 17, 2022, regular meeting.
- b. Consider approving minutes for City Council August 31, 2022 special meeting.
- c. Consider ratifying payroll for August 26, 2022, in the amount of \$105,665.09.
- d. Consider approving accounts payable through September 2, 2022, in the amount of \$292,781.10.
- Consider approving the Mayor's Appointment of Jeff D. Smith as the City of Middleton Police Chief. – Becky Crofts
- 3. Swearing in of Jeff D. Smith as City of Middleton Police Chief. Becky Crofts
- 4. **Public Hearing:** Consider approving the proposed budget Fiscal Year 2023 (from October 1, 2022, to September 30, 2023) Pursuant to Idaho Code 50-1002 to consider adopting an annual appropriations ordinance. Wendy Miles
- 5. Consider adopting Amended Ordinance No.670: AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON, COUNTY, IDAHO, ENTITLED THE "ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, APPROPRIATING \$21,295,629.00 DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE CITY OF MIDDLETON, IDAHO FOR FISCAL YEAR 2023, AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATIONS ARE MADE; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE. Wendy Miles
- 6. Consider adopting Resolution 475-22 increase the city's existing utility water and sewer base rate and user fees by amounts that do not exceed 5%. Notice was published August 26 & September 2, 2022, in the Idaho Press Tribune. Wendy Miles

- 7. Consider approving the Amended and Restated Lease Agreement between the City of Middleton and Knife River. Douglas Waterman
- 8. Consider ratifying On-Call Professional Services Task Order (T-O #3) in an amount not to exceed \$6,000.00. Jason VanGilder
- 9. Consider approving purchase of a new hydro-excavator (Vactor Truck) from MetroQuip in an amount not to exceed \$557,502.40. This amount is \$7,502.40 above the amount budgeted in the 22-23 budget. Jason VanGilder
- 10. Consider approving Change Order #5 from LaRiviere to reconnect Perfection Tire sewer service in an amount not to exceed \$44,384.75. Jason VanGilder
- 11. Consider approving Change Order #6 from LaRiviere to remove existing and install new manhole for Tractor Supply tie-in, 2 foot barrel section for MH-A1 to bring to grade at the WWTP in an amount not to exceed \$11,320.67. Jason VanGilder

**Public Comments, Mayor and Council Comments** 

Adjourn

Posted by:

Hennica Deynolds, Deputy Clerk

Date: September 6, 2022, 10:15 a.m.

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

#### MIDDLETON CITY COUNCIL AUGUST 17, 2022

The Middleton City Council meeting on August 17, 2022, 2022, was called-to-order at 5:30 p.m. by Council Mayor Steve Rule.

**Roll Call**: Council President Kiser, Council Members Huggins, Murray and O'Meara were present. City Attorney Douglas Waterman, City Clerk Becky Crofts, City Treasure Wendy Miles, Public Works Director Jason Van Gilder and Deputy Clerk Dawn Goodwin were present.

Pledge of Allegiance, Invocation: Public Works Director Jason Van Gilder

#### **Action Items**

#### A. Approve Amended Agenda

**Motion:** Motion by Council President Kiser to approve the agenda as posted August 15, 2022, at 2:25 p.m. Motion seconded by Council Member Huggins and approved unanimously.

#### **Information Item:**

- 1.) Middleton Cemetery Crosswalk Council Member O'Meara Exhibit A Council Member O'Meara informed council that the Cemetery District approached him for help establishing a cross walk from the cemetery to the parking lot to make it safer for mourners returning to their cars after a service. A brief council discussion followed, and Council Member O'Meara stated that he would being the item before council once again later when more information was gathered.
- 2.) Possible ITD Bypass alternative Council Member Murray Exhibit B Council Member Murray stated that the exhibits before council presented a concept that was a more viable alternative to the current situation in the city regarding traffic congestion in Middleton. Council Member Murray went on to state the conception was two lanes one way only in both directions with lower speeds then what is currently seen in State Highway 44, thus allowing for a higher capacity mixed use corridor through town. A brief council and staff discussion followed.

#### **Action Items:**

- 1. Consent Agenda (items of routine administrative business) (Action Items) Exhibit C
  - a. Consider approving minutes for City Council August 3, 2022, regular meeting.
  - b. Consider ratifying payroll for August 12, 2022, in the amount of \$96,036.26.
  - c. Consider approving accounts payable thru August 12, 2022, in the amount of \$298,171.40.
  - d. Consider approving written FCO for the Zamco Annexation application.

Mayor Rule called the items. Council President Kiser sated that he had gone through the accounts payable, and nothing had changed since the check registers had been uploaded to the council drobox and that there wasn't anything out of the ordinary to note.

**Motion:** Motion by Council President Kiser to approve Consent Agenda Items 1 a-d. Motion seconded by Council Member O'Meara and approved unanimously.

**2.** Consider adopting Resolution No. 474-22 a resolution adopting the River Walk Concept Plan. – Becky Crofts **Exhibit D** 

Mayor Rule called the agenda item and City Administrator Becky Crofts gave a brief explanation of the agenda item.

**Motion:** Motion by Council President Kiser to adopt Resolution No. 474-22 a resolution adopting the River Walk Concept Plan. Motion seconded by Council Member O'Meara and approved unanimously.

 Consider approving the scope of work between Precision Engineering and the City of Middleton for the SH-44 traffic study and proposed traffic signals in an amount not to exceed \$89,680.00. – Becky Crofts Exhibit E

Mayor Rule called the agenda item and City Administrator Becky Crofts gave a brief explanation of the agenda item stating that this study would help identify the greatest needs for lights and areas of relieve congestion.

**Motion:** Motion by Council President Kiser to approve the scope of work between Precision Engineering and the City of Middleton for the SH-44 traffic study and proposed traffic signals in an amount not to exceed \$92,880.00. Motion seconded by Council Member O'Meara and approved unanimously.

**4.** Consider approving a survey for the Middleton Urban Renewal Easternly District in an amount not to exceed \$19,850.00. – Becky Crofts **Exhibit F** 

Mayor Rule called the agenda item and City Administrator Becky Crofts gave a brief explanation of the agenda item. Mrs. Crofts explained that the city was facilitating the survey as the Middleton Urban Renewal Agency didn't have the practices established like the city to accomplish such a task. She went on to state that the Middleton Urban Renewal Agency would be reimbursing the city the fee for the survey services.

**Motion:** Motion by Council President Kiser to approve a survey for the Middleton Urban Renewal Easternly District in an amount not to exceed \$19,850.00. Motion seconded by Council Member Huggins and approved unanimously.

5. Consider approving an agreement between Stellar Consulting and the City of Middleton for GIS support related to the survey of the Middleton Urban Renewal East Planning Area. – Becky Crofts Exhibit G

Mayor Rule called the agenda item and City Administrator Becky Crofts gave a brief explanation of the agenda item. Mrs. Crofts explained that the Middleton Urban Renewal Agency would be reimbursing the city the fee for the services.

**Motion:** Motion by Council President Kiser to approve an agreement between Stellar Consulting and the City of Middleton for GIS support related to the survey of the Middleton Urban Renewal East Planning Area in an amount not to exceed \$5,000.00. Motion was seconded by Council Member Huggins and approved unanimously.

**6.** Consider approving the Amended and Restated Lease Agreement between the City of Middleton and Knife River. – Mayor Rule

Mayor Rule called the agenda item and explained that the item was to be continued to a future date and time. There was no motion.

 Consider approving an invoice from Integrity Inspection Solutions, Inc. for services rendered in addressing the flooding issues on Borup Avenue within the Harmon Subdivision in an amount not to exceed \$31,460.00. – Jason Van Gilder Exhibit H

Mayor Rule called the agenda item and Public Works Director Jason Van Gilder gave a brief presentation regarding the item.

**Motion:** Motion by Council President Kiser to approve an invoice from Integrity Inspection Solutions, Inc. for services rendered in addressing the flooding issues on Borup Avenue within the Harmon Subdivision in an amount not to exceed \$31,460.00. Motion was seconded by Council Member O'Meara and approved unanimously.

8. Consider adopting Resolution 473-22 increase the city's water and sewer fees. Notice of Public Hearing was published August 4 & 11, 2022 in the Idaho Press Tribune. – Wendy Miles Exhibit I

Mayor Rule called the agenda item and City Treasurer Wendy Miles gave a brief explanation of the item.

**Motion:** Motion by Council President Kiser to adopt Resolution 473-22 increase the city's water and sewer fees. Notice of Public Hearing was published August 4 & 11, 2022 in the Idaho Press Tribune. Motion was seconded by Council Member Huggins and approved unanimously.

9. Public Hearing: Consider approving the proposed budget Fiscal Year 2023 (from October 1, 2022, to September 30, 2023) Pursuant to Idaho Code 50-1002 to consider adopting an annual appropriations ordinance. – Wendy Miles Exhibit J

Mayor Rule called the item and opened the public hearing at 6:44 p.m. City Treasurer Wendy Miles gave a brief presentation to council and answered any staff and council questions. There was no one signed up for public testimony regarding the public hearing, so Mayor Rule closed the public hearing at 7:01 p.m.

10. Consider adopting Ordinance No.670: AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON, COUNTY, IDAHO, ENTITLED THE "ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, APPROPRIATING (\$XX,XXX,XXX TO BE READ) DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE CITY OF MIDDLETON, IDAHO FOR FISCAL YEAR 2023, AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATIONS ARE MADE; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE. – Wendy Miles Exhibit K

Mayor Rule called the agenda item.

**Motion:** Motion by Council President Kiser to read Ordinance No. 670 by title only. Motion was seconded by Council Member Huggins and carried unanimously with a roll call vote. Council President Kiser read Ordinance No. 670 by title only.

**Motion:** Motion by Council President Kiser to waive the three-reading rule and adopt Ordinance No. 670. Motion was seconded by Council Member O'Meara and carried unanimously with a roll call vote.

#### **Public Comments**

- Jim Taylor 1052 Triumph Dr, Middleton, ID Mr. Taylor stated that he has resided in Middleton his whole life and that the only way that ITD can improve State Highway 44 is going to be tearing up the street like they did in Star which would adversely affect the business in "Old Town" Middleton.
- Janet Gibson Middleton, ID Ms. Gibson stated that the River Walk is an
  exciting project for the city, however, she doesn't want to see the residents of
  Middleton being held hostage by such an ambitious project when traffic is such a
  big issue within the city.
- Spence Kofed 84454 Brookhaven PI, Middleton, ID Mr. Kofed gave a brief project history on his company's property which used to be the Watkins property. He stated that the bypass was more complicated than it appears on paper and that changing course now after all the planning and the tens of millions of dollars that have been spent by himself and his partners would greatly complicate things.

#### **Mayor and Council Comments**

- Council President Kiser expressed that the school district bond was up for vote on August 30<sup>th</sup> and encouraged everyone to get out and vote.
- Council Member O'Meara reiterated Council President Kiser's statement on getting out to vote on the 30<sup>th</sup>. He went on to inform council that Hillside Park is set to have the grass seed put in by the end of the month and that by next spring the park will be green.
- Mayor Rule updated council that Former Mayor Zwgart passed away in July and that his services are being held this Friday the 19<sup>th</sup> at 10:00 a.m. at the Middleton Cemetery. Mayor continued letting council know that interviews for the Police Chief were held on the 12<sup>th</sup> and that an offer was extended to a candidate pending on POST requirements.

#### 11. Executive Session pursuant to Idaho Code:

74-206(1)(c) Land acquisition

74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

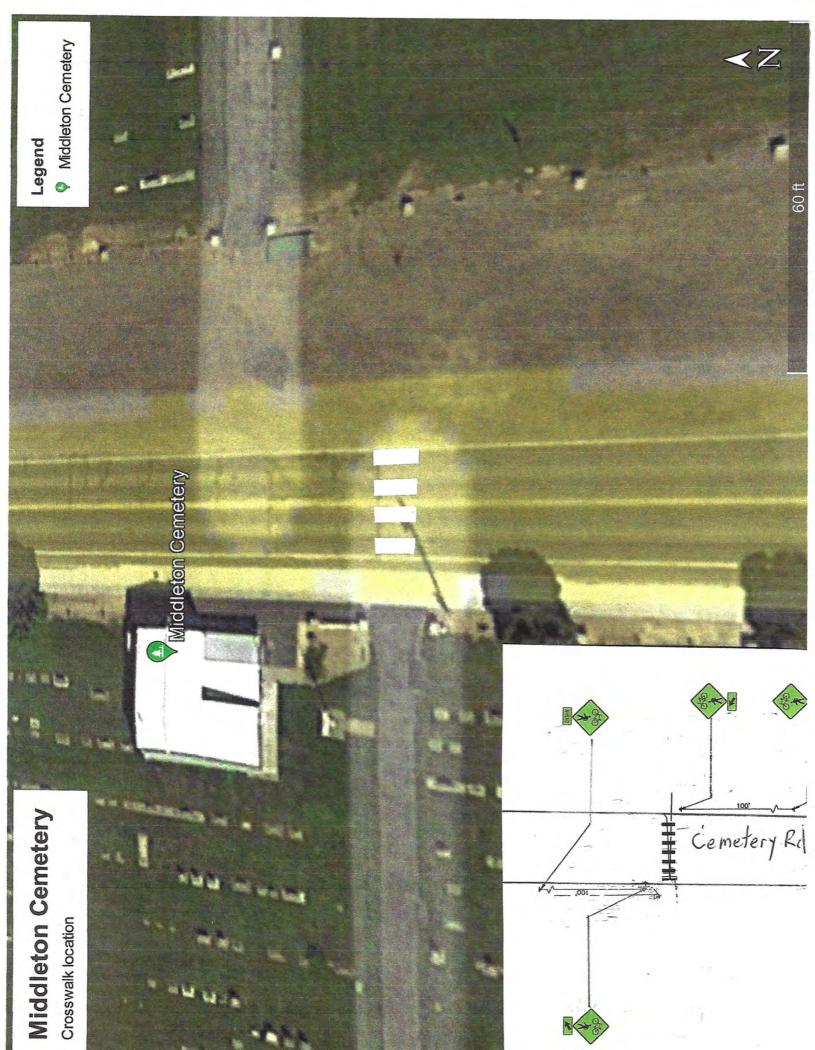
**Motion:** Motion by Council Member Kiser to enter executive sessions by Code 74-206(1)(c) Land acquisition and 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. Motion was seconded by Council Member Huggins and carried unanimously by roll call vote.

Mayor brought the Council out of executive session and back on the record. Mayor Rule stated that there was considerable discussion amongst the Council but that there were no votes taken or decisions made.

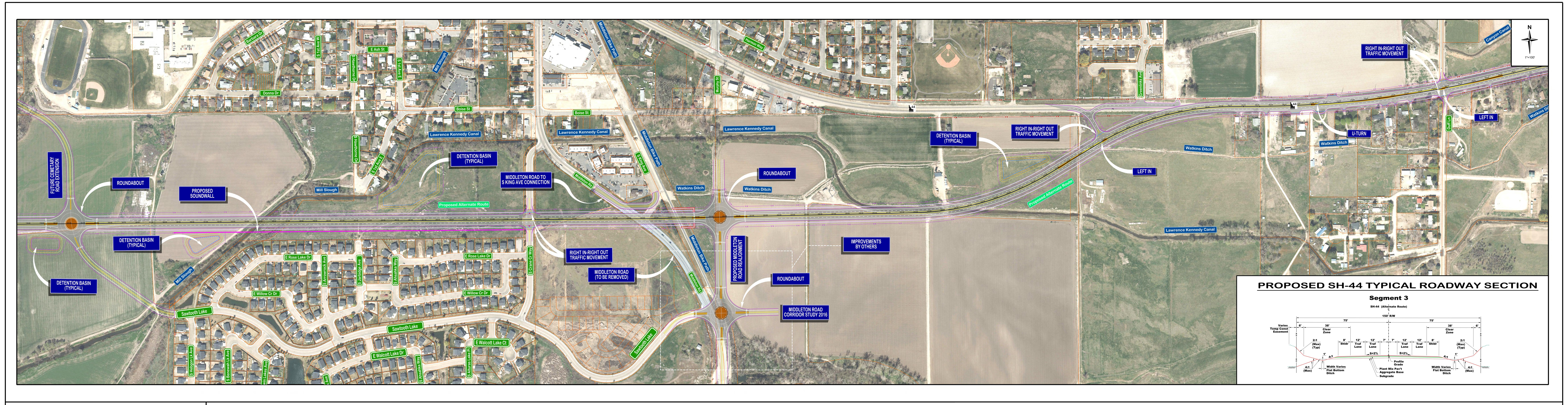
Adjourn: Mayor adjourned the city council meeting at 7:56 PM.

ATTEST:	Steven J. Rule, Mayor
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Jennica Reynolds, Deputy Clerk	
Minutes Approved: September 7, 2022	

## **EXHIBIT "A"**

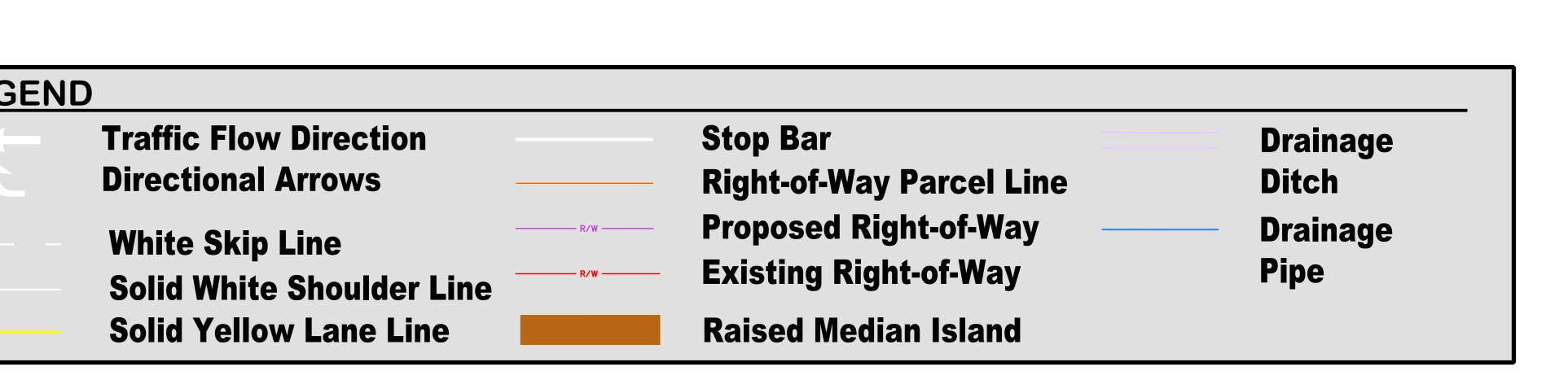


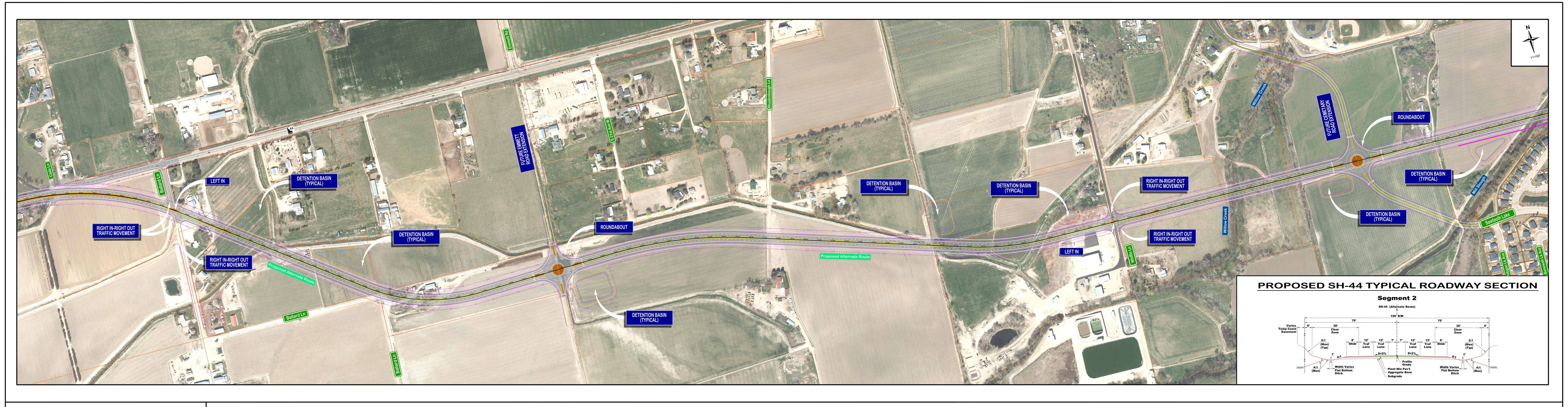
# **EXHIBIT "B"**





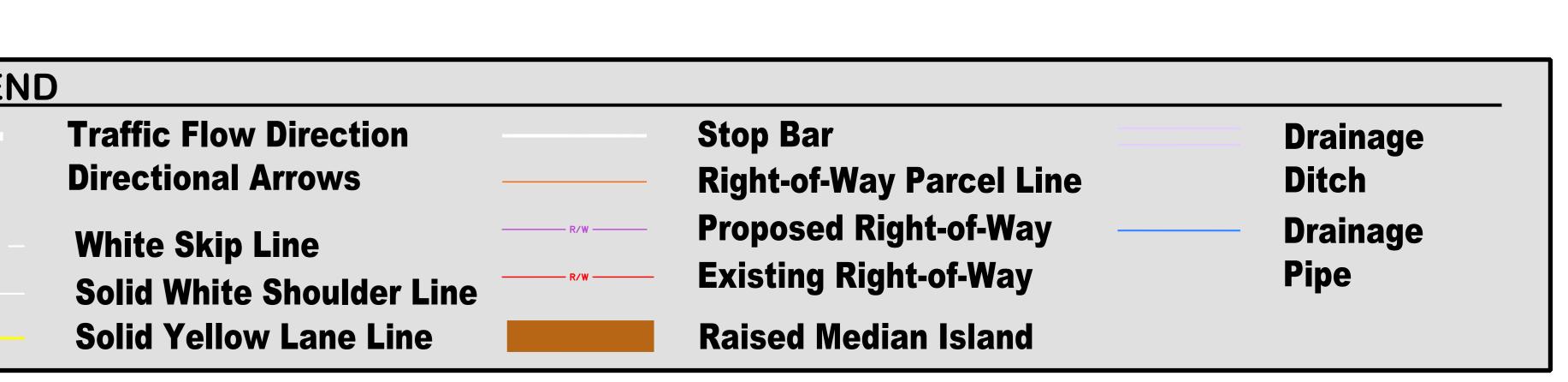
IDAHO 44 SEGMENT 3







IDAHO 44 SEGMENT 2



# EXHIBIT "C"



#### **Middleton City Council**

Findings of Facts, Conclusions of Law, Decision and Order

In the Matter of the Request of MCNIC Properties LLC and Representative Marks Land Surveying, LLC for annexation/rezone with respect to 1.046 acres located at 21991 Middleton Road (Tax Parcel No., R340750120).

#### A. Findings of Fact:

- 1. Hearing Facts: See Staff Report for the hearing date of July 6, 2022, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.
- 2. Process Facts: See Staff Report for the hearing date of July 6, 2022, Exhibit "A".
- 3. Application and Property Facts: See Staff Report for the hearing date of July 6, 2022, Exhibit "A".
- 4. Required Findings per Middleton City Code 1-14-2(E)(7), Idaho State Statue Title 67, Chapter 65 and Title 50, Chapter 2, Idaho Standards for Public Works Construction and Middleton Supplement thereto, Middleton City Code 1-14, 1-15 and 5-1: See Staff Report for the hearing date of July 6, 2022, Exhibit "A".

#### B. Conclusions of Law:

- 1. That the City of Middleton has exercised the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
- 2. That due consideration has been given to the comments received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction, comments received from individuals of the public, and comments from City Planning Staff and City Engineer.
- 3. That notice of the application and public hearing was given according to law.
- 4. That City Council's public hearing was conducted according to law, and the City has kept a record of the application and related documents.
- 5. That codes and standards pertinent to the application are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, and Middleton City Code 1-14, 1-15, 5-1 and Idaho Code Secs., 67-6503, 67-6509, 67-6511 and 67-6513 and 50-222.
- 6. That public facilities and services required by the proposed development will not

impose expense upon the public if the attached conditions of approval are imposed.

#### C. Decision and Order:

Pursuant to the City Council's authority as provided in Middleton City Code 1-5-2, and based upon the above Findings of Facts and Conclusions of Law, it is hereby ordered that:

The application from MCNIC Properties LLC and Representative Marks Land Surveying, LLC for Annexation and Rezone to Light Industrial (M-1) with respect to 1.046 acres located at 21991 Middleton Road is approved subject to the following condition of approval:

1. Applicant/Developer to comply with all conditions of approval set forth in the Staff Report for the July 6, 2022, public hearing.

WRITTEN ORDER APPROVED ON: Augus	st, 2022.
	Steven J. Rule Mayor, City of Middleton
Attest:	
Jennica Reynolds Planning and Zoning Department	

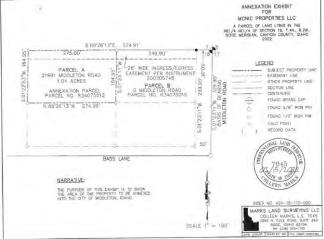
Please take notice that pursuant to MCC 1-14-2(E)(10), applicant shall have 14 days after a signed final decision to request reconsideration by the final-decision maker. Such request must identify specific deficiencies in the final decision. Failure to request reconsideration may invalidate a subsequent judicial appeal. Additionally, pursuant to Idaho State Statute 67-6521, any affected person aggrieved by a final decision may, within 28 days after all remedies have been exhausted under local ordinances, seek judicial review as provided in chapter 52, Title 67.



# STAFF REVIEW AND REPORT Middleton City Council

#### **Zamco Annexation and Rezone**





- A. City Council Hearing Date: July 6, 2022
- **B.** Applications: Annexation/Rezone of approximately 1.04 acres located at 21991 Middleton Road (Tax Parcel No., R340750120) adjacent to City limits. (Legal and Record of Survey attached as Exhibit "A")

C. Applicant: MCNIC Properties, LLC

6820 W McMillian Street

Boise, ID 83709

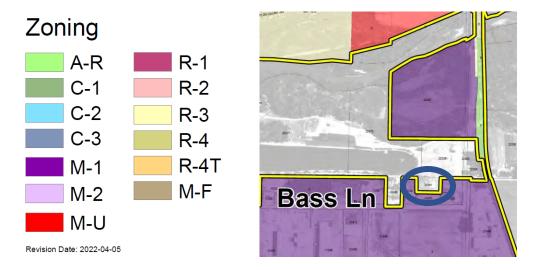
Representative: Marks Land Surveying, LLC

2995 N. Cole Road, Ste. 240

Boise, ID 83704

City received the applications on March 10, 2022.

**D.** Current Zoning & Property Condition: The property is currently located in Canyon County and zoned M-1. Properties directly to the south, east and west are in the City and zoned M-1.



E. Annexation: The Applicant currently owns the parcel directly to the east which is in City limits. It was thought that the parcel under consideration was also in City limits, but upon further review it was discovered that the parcel in question has never been annexed into the City. The applicant runs and operates the Zamco commercial building and wants to expand its current operations. However, until both parcels are in the City, the applicant is at a standstill and cannot move forward with obtaining a commercial building permit.

Looking long term into the future, and to prevent landlocked parcels in the event that CHD4 removes access from Middleton Road, the City will require the Applicant to create a 30 ft cross-access and utility easement along the western boundary of the parcel to the south of parcel B in favor of parcel A. This access will connect to Bass Lane. According to Canyon County Assessor's the Applicant also owns the parcel south of parcel B so this should not be a problem.



**F. City Services:** City water and sewer are available, nearby and located east in Middleton Road and south in Bass Lane.



According to Idaho State Code 50-222 there are primarily three requirements for Annexation: (1) the property is contiguous to City limits (2) City sewer and water can be extended to the serve the site, and (3) the annexation is deemed to be an orderly development of the City allowing efficient and economical extension of City services.

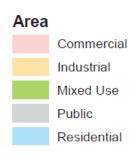
Planning staff finds the Applicant's project meets all three of the Idaho State Code requirements: (1) the property is contiguous to City limits. (2) City sewer and water can be extended to serve the site. (3) The annexation is orderly and economical because it is located in an area previously identified by the City as an industrial zone, and additional industry in the City provide economic benefits to the community.

**G. Rezone:** Applicant is requesting a rezone of the parcel to be changed from Canyon County M-1 to City M-1. The use would not change, merely the governing jurisdiction.

According to Idaho State Code 67-6511 there are two findings the City Council must make before approving a rezone request. (1) The rezone will not adversely affect the City's delivery of services, and (2) the request is in harmony with the Comprehensive Plan.

Planning staff finds that (1) City services are nearby and available and the rezone will not adversely affect the City's delivery of such, and (2) the rezone request is in harmony with the Comprehensive Plan as will be shown below.

H. Comprehensive Plan & Land Use Map: Applicant's project complies with the Comprehensive Plan's Future Land Use Map because the project is designated Industrial on the Land Use Map, which matches the Industrial Use planned for the site.





Additionally, Applicant's project complies with the *Goals, Objectives, and Strategies* of the *2019 Middleton Comprehensive Plan* as follows:

- a. Goal 7: Promote a strong and diverse local economy in the City by:
  - 1. Inviting commercial and industrial development that provides employment opportunities, higher-paying jobs, and allows residents to remain in the City for employment.
  - 2. Design water and sewer systems to locations along South Middleton Road, best suited for business and industry development.
- I. Comments from Planning Staff: Planning Staff comments attached as (Exhibit "B").
- J. Comments Received from Surrounding Landowners: None
- K. Comments from Agencies: (Exhibit "C"). GMPRD Letter received 4/22/2022

L.	Notices:	Dates:
	Neighborhood Meeting	2/25/2022
	Newspaper Notification Radius notification mailed to	6/19/2022
	Adjacent landowners within 500'	6/16/2022
	Circulation to Agencies	6/16/2022
	Sign Posting property	6/16/2022

Planning Staff finds that notice was given according to Idaho State Law and Middleton City Code.

#### M. Applicable Codes and Standards:

Idaho Code Secs., 67-6503, 67-6509, 67-6511, 67-6513 and 50-222. Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction. Middleton City Code 1-14, 1-15, and 5-1.

#### N. Conclusions and Recommended Conditions of Approval:

The City Council is to consider the applications for Annexation and Rezone and decide to approve or deny the applications.

According to Idaho State Law and the Middleton City Code, any decision must be based upon *Findings of Facts and Conclusions of Law*.

#### **Findings of Facts:**

Planning Staff has presented the Findings of Facts as stated previously. If the Council agrees with the testimony, evidence and Findings of Facts presented at the public hearing, then the Council may pass a motion to accept the Findings of Facts presented in the staff report and public hearing.

#### **Conclusions of Law:**

Planning Staff finds that the City Council has the authority to hear the applications and to approve or deny the applications. In addition, Planning Staff notes that all public notice requirements were met. Planning Staff further identified the portions of the Idaho State Code and Middleton City Code to be considered in making a recommendation on the applications. If the public hearing is held and conducted according to Idaho State Statute and the Middleton City Code, then the Council may pass a motion to accept the Conclusions of Law presented in the staff report and public hearing.

If City Council decides to approve the applications based upon the above Findings of Facts and Conclusions of Law, then Planning Staff recommends that any approval be subject to the following conditions:

- 1. City water and sewer services shall be extended to serve the site.
- 2. The Developer/City shall complete the annexation process with the State Tax Commission, prior to the City issuing Certificate of Occupancy of Zamco Building.
- 3. Prior to the City issuing Certificate of Occupancy of Zamco Building a 30 ft cross access/utility easement shall be recorded by instrument number along the south parcels' west boundary north from Bass Lane in favor of Parcel A.
- 4. Prior to the City issuing Certificate of Occupancy of Zamco Building, the Applicant will apply for and complete an Administrative Lot Line Adjustment.

Lastly, if the City Council denies the applications, Middleton City Code 1-14-2E(8) requires that the Council "identify what the Applicant can modify in the application" to gain approval.

Prepared by Planning Deputy Clerk, Jennica Reynolds Dated: 6/28/2022

# Exhibit "A" Zamco Legal Description and Record of Survey

#### **Annexation Description**

A parcel of land being a portion of the NE1/4 NE1/4 of Section 18, T.4N., R.2W., Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap lying along the centerline of Middleton Road, and marking the NE Corner of said Section 18, T.4N., R.2W., Boise Meridian, Canyon County, Idaho, said Brass Cap bears S.89°26'13"E. 2698.92 feet from a found 5/8" iron pin marking the N1/4 Corner of said Section 18, said Brass Cap also bears N.01°23'11"E. 329.90 feet from a found 5/8" iron pin, thence along the northerly boundary of the said NE1/4 NE1/4 of Section 18, N.89°26'13"W. 299.91 feet to a point, said point also marking THE REAL POINT OF BEGINNING;

thence leaving the said northerly boundary of the NE1/4 NE1/4 of Section 18, S.01°23'11"W. 164.95 feet to a found 1/2" iron pin;

thence N.89°26'13"W. 274.99 feet to a found 1/2" iron pin;

thence N.01°22'53"E. 164.95 feet to a found 1/2" iron pin lying along the said northerly boundary of the NE1/4 NE1/4 of Section 18;

thence along the said northerly boundary of the NE1/4 NE1/4 of Section 18, S.89°26'13"E. 275.01 feet to the point of beginning, containing 1.04 acres, more or less.

#### SUBJECT TO AND/OR TOGETHER WITH:

Any easements or rights of way of record or in use.

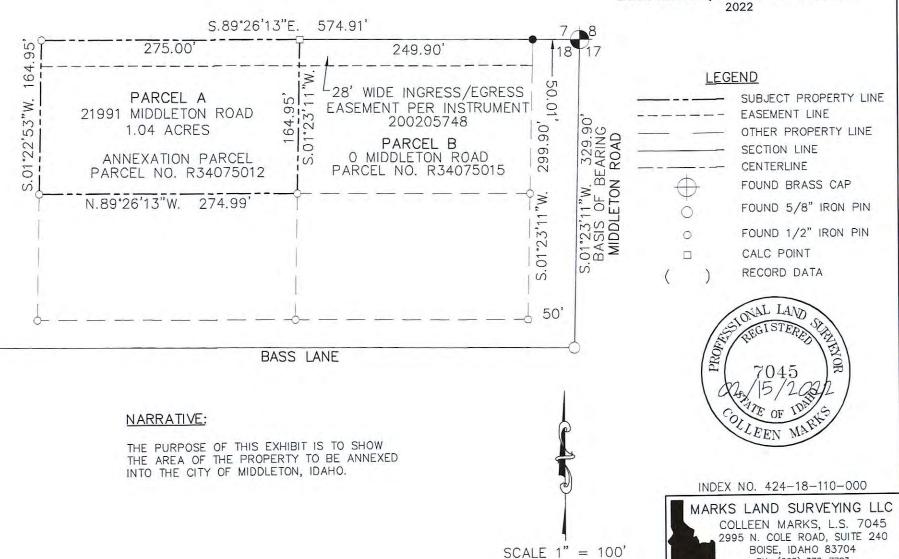
# ANNEXATION EXHIBIT FOR MCNIC PROPERTIES LLC

A PARCEL OF LAND LYING IN THE NE1/4 NE1/4 OF SECTION 18, T.4N., R.2W., BOISE MERIDIAN, CANYON COUNTY, IDAHO

PH: (208) 378-7703

DRAWN BY: JMC | FILE: ZAMCO ANNEX.dwg

DATE: 2/15/22



. 4

# Exhibit "B" Planning Staff Comments

From: <u>Jennica Reynolds</u>
To: <u>Colleen Marks</u>

Cc: Roberta Stewart; Amy Woodruff

Subject: Zamco Annexation

**Date:** Thursday, April 28, 2022 3:20:00 PM

Attachments: image001.png

image002.png

#### Colleen.

We have been reviewing the annexation application and have some comments from the City Engineer and conditions of approval to add.

- 1. The property line adjustment ROS please revisit the east line of Parcel A. It looks like a dimension is incorrect.
- 2. Due to the increased traffic on Middleton Road (we are looking long term into the future) CHD4 will likely limit access to a RIRO only or remove access altogether. In order to not create landlocked parcels please create and record with an instrument number a 30 ft wide cross access and utility easement in favor of parcel A that runs south along the western boundary of the parcel south of parcel B to Bass Lane. This does not need to be completed prior to going to P&Z or City Council, but will need to be tied up prior to me finalizing the application with the State Tax Commission. (I have drawn a rudimentary sketch below)
- 3. According to the original design review of the new building It looks like the 28 ft wide easement to the north of parcel B that connects parcel A to Middleton Road has been reduced and you will be building in an easement? Please fix this.



#### Thanks, Jennica Reynolds

City of Middleton
Deputy Clerk, Planning
208-585-3133
ireynolds@middletoncity.com

# Exhibit "C" Agency Comments



#### GMPRD Directors

Elizabeth Weaver, President Mike Okamura, Vice President Jon Roth, Treasurer Deborah Sandborgh, Director Randu Powell, Director

To Whom It May Concern: RE: Growth in Middleton, Idaho

On behalf of Greater Middleton Parks & Recreation District Board of Directors, we wanted to reach out and let the you know that GMPRD is taking a stance on the growth happening in Middleton and the surrounding areas.

We are opposed to any further developments coming into Middleton at this time. Not only are the parks and recreation districts affected, but the school district and cemetery district as well, are all struggling to keep up with the growth. The legislature has not added parks and recreation districts, nor school or cemetery districts to the legal verbiage, allowing the impact fee funding to help incur the costs from the additional growth happening around the city.

We are seeing high numbers of registrations at our sporting events coming from out of state. We have multiple sports clubs and recreation programs needing grass space to play on. We are using an outdated building to play sports in one gym and could use at least two more gyms. We are also seeing higher vandalism this year. We have already spent over \$5,000 dollars on new camera systems at our parks and buildings to try to keep up with the increase in crime in our little town. Last year we were at 419% over budget for vandalism - spending almost \$900 dollars on repairs. This year alone we are already at 110% of our increased vandalism budget, spending over \$550 dollars on repairs thus far. However, in 2019 we only used 12.9% of our vandalism repairs budget. Spending only \$25 dollars on repairs. These numbers alone speak VOLUMES as to what is happening in our area and the negative impact our growth will continue to have, especially on our youth. Having positive sports programs, open play space, and local community classes helps keep kids out of trouble. We are outgrowing our resources at a record pace!

In order for growth to continue and to gain our support, developers will have to step up in some way to aid these growth-related issues and problems.

Thank you for listening to our concerns.

Best Regards,

GMPRD Board of Directors

Elizabeth Weaver, Board President

310 N. Hawthorne Ave. Middleton, Idaho 83644 Ph.# 208-585-3461 FAX: 208-585-6198 amprdjulie@amail.com www.amprd.org

## **EXHIBIT "D"**

#### **RESOLUTION NO. 474-22**

# A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO, EXPRESSING SUPPORT FOR CITY STAFF'S PROPOSED RIVER WALK CONCEPT.

WHEREAS, the Mayor and city staff of the City of Middleton have create a conceptual plan for a park and river walk, which plan is titled the River Walk Master Plan, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, the City Council has reviewed the River Walk Master Plan; and,

WHEREAS, the Mayor and city staff have requested that the City Council express their support for the River Walk Master Plan; and,

WHEREAS, upon review, the City Council has determined that pursuing the development of a city park and river walk area, in general conformity with the River Walk Master Plan, is in the best interest of the City of Middleton; and,

WHEREAS, at the present time, no expenditure or commitment is being approved hereby; and,

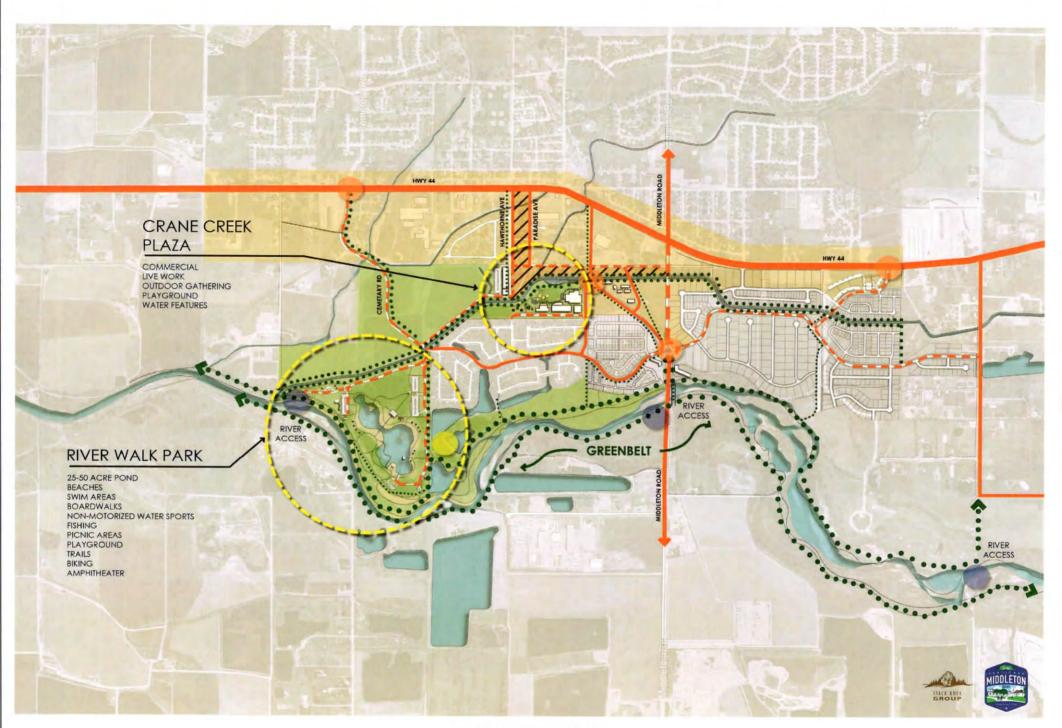
WHEREAS, the City Council wishes only to express its general support for the foregoing development; and,

WHEREAS, the City Council retains the right to approve all expenditures and contract related to public works construction and contracts for the procurement of public works, professional services, and personal and real property.

## NOW, THEREFORE, BE IT HEREBY RESOLVED AND DECLARED BY THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO, THAT:

- The City Council of the City of Middleton hereby memorializes their support for the development of a city park and river walk in general conformity with the River Walk Master Plan.
- The City Council directs City Staff to pursue the development of a city park and river walk in general conformity with the River Walk Master Plan, and to report to the City Council, from time to time, on the progress of the same.

2022.	PASSED BY THE COUNCIL of the City of Middleton, Idaho this 17th day of August,
2022.	APPROVED BY THE MAYOR of the City of Middleton, Idaho this 17th day of August,
	APPROVED
	BySTEVE RULE, Mayor
ATTE	
By Ci	ty Clerk





RIVER WALK PARK OPTION A



RIVER WALK PARK OPTION B



RIVER WALK PARK



CRANE CREEK PLAZA

#### RIVER WALK POND













WATER ACCESS

SWIM DOCK





PADDLEBOARDING





WATER AMPHITHEATER





OVERLOOK MULTI-USE

#### RIVER WALK PARK

PICKLEBALL

PLAYGROUND





SHUFFLEBOARD / HORSESHOE / CORNHOLE





EQUESTRIAN AMENITY















VERSATILE SEATING

RIVER ACCESS

SPLASH PAD

#### RIVER WALK EVENTS















DANCE PARTY





POP UP EVENTS





RODEO





CONCERTS

CRANE CREEK PLAZA













OUTDOOR GATHERING

OUTDOOR WORKSPACES









MIXED USE PLAZA





GREEN SPACE

#### COMMERCIAL







NEIGHBORHOOD MARKET





CRAFT STUDIOS



THEATER











COFFEE SHOPS



#### MIXED USE







TOWN CENTER



CAMPUS / LIBRARY





OFFICE PLAZA







LIVE WORK





CLUBHOUSE



PARKLETS

#### TRAILS / GREENBELT





























NEIGHBORHOOD CONNECTIONS



















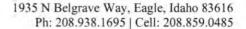






NATURE PLAY

## **EXHIBIT "E"**





August 12, 2022

Becky Crofts City Administrator City of Middleton (COM) 1103 West Main Street Middleton Idaho, ID 83644

Subject:

SCOPE OF WORK AND BUDGET

SH-44, CITY OF MIDDLETON TRAFFIC STUDY

Project Number: 22011

Dear Becky:

Thank you for the opportunity to submit this scope of work to conduct a traffic study of the proposed traffic signals on SH-44 in Middleton, Idaho between Emmett Rd and Duff Lane. Six intersections will be evaluated with this study at the following locations on SH-44:

- Emmett Rd
- Hartley Lane (signal to be constructed in near future)
- Cemetery Rd
- · Hawthorne Dr
- Future Middleton Rd (assumed future signalized)
- · Duff Lane

The study will evaluate the existing 2025 and 2035 design years, based on the traffic counts in connection with the COMPASS 2050 model.

#### **ASSUMPTIONS**

The following assumptions are included in the scope of work:

- Improvements to remain in existing R/W except for minor improvements at intersections for turn lanes, signal pole placement and ADA
- Design year of 2035 (10-year design life)
- · Study area approximately 3-miles, Emmett Rd to Duff Lane
- SH-44 will not be widened to 5 lanes as part of this analysis
- Traffic counts will not be conducted until school is back in session
- COMPASS to provide 2035 forecasted traffic based on the 2050 model
- It is assumed that the COMPASS model will include surrounding development traffic, and will not be analyzed as part of this study
- AM and PM peak hour intersection traffic counts will be conducted on two weekdays
- 24 hour counts on all approaches for two consecutive days (48 hours)
- PTV Vistro and Vissim will be utilized for the intersection and segment travel time analysis
- It is assumed the local side streets that are to remain stop controlled will not be evaluated in this study, as it assumed they will not directly impact the travel times of SH44
- Four meetings with the City of Middleton and/or ITD is included.
- Any additional work requested by the City of Middleton or ITD upon review of the draft traffic study report will be billed at our standard labor rates.
- This scope does not include support to apply for an ITD encroachment permit.

SCOPE OF WORK

SH-44, CITY OF MIDDLETON TRAFFIC STUDY

AUGUST 12, 2022

PAGE 1 OF 2

PAGE 2 OF 2



#### **EVALUATION SCENARIOS**

The project evaluation will consist of two scenarios:

Scenario 1 (Intersection analysis and segment travel time analysis)

- Study will be limited to analyzing operations at the six intersections and SH44
- Traffic signal warrant analysis will be performed for four of the six non-signalized intersections

Scenario 2 (Operational Evaluation of Access Management in downtown Middleton)

- · Limited to SH-44 between Hartley Ln and Future Middleton Rd
- Access control assumed to be center median with u-turns allowed at signalized intersections
- It is assumed the configuration determined in Scenario 1 would be utilized to evaluate the access management for this scenario.

#### **KEY TASK**

- Perform signal warrant analysis to determine if the non-signalized intersections warrant a signal.
- Evaluate operational impacts at study intersections with and without the additional traffic signals for the existing 2025 and 2035
- Evaluate operational impacts to the SH44 corridor, operations based on travel times with and without the additional traffic signals
- Evaluate impact of access control on the above intersection and corridor operations (travel times) with traffic signals

#### **DELIVERABLES**

A draft report will be submitted to the City of Middleton for review and comment prior to submitting to ITD and comments will be addressed. After ITD review, a signed and sealed copy of the report will be submitted to the City of Middleton and ITD.

#### SCHEDULE

The following are the anticipated project Milestones.

Notice to Proceed	Assumed August 18, 2022
Receive Traffic Counts	September 23, 2022
Draft traffic study	November 4, 2022
City Review	November 18, 2022
ITD Review	December 16, 2022
Final Submittal	January 27, 2023

Thanks again for the opportunity to submit this scope of work.

Sincerely,

Joel Grounds, P.E., PTOE

**Principal Engineer** 

# MAN-HOUR ESTIMATE SH-44, CITY OF MIDDLETON TRAFFIC STUDY PROJECT NO. 22011 August 16, 2022

		HOURS Principal Eng	HOURS Project Eng	TOTAL HOURS
ASK 1	PROJECT MANAGEMENT			
	1.1 Project Coordination	50		50
	1.2 Prepare Monthly Invoices	5		5
	TASK 1 HOURS	55.0	0.0	55.0
TASK 2				
	2.1 Compile COMPASS and L2 Traffic Data	2	8	10
	TASK 2 HOURS	2.0	8.0	10.0
TASK 3	CONDUCT TRAFFIC ANALYSIS (6 INTERSECTION - 2 SCENARIOS	5)		
	3.1 SH44 (Existing 2025 and 2035) Phase 1			
	Conduct Warrant Analysis	8	32	40
	Setup Vistro and Vissim Model	4	24	28
	Existing Stop Condition	12	48	60
	2025 Configuration	6	32	38
	2035 Configuration	6	32	38
	3.2 SH44 (Existing 2025 and 2035) Phase 2			
	Revise Vistro and Vissim Model	4	24	28
	2025 Configuration Redistribute Traffic and Remodel	16	40	56
	2035 Configuration Redistribute Traffic and Remodel	12	32	44
	3.4 Prepared Draft Report	16	48	64
	3.5 Revise Based on City Comments	4	24	28
	3.7 Prepare Final Traffic Memo	6	32	38
	TASK 3 HOURS	94.0	368.0	462.0
TASK 4	STAKEHOLDERS MEETINGS			
	4.1 Attend Meetings	8	8	16
	4.2 Prepare Meeting Minutes	2	4	6
	TASK 4 HOURS	10.0	12.0	22.0
TOTAL F	HOURS	161.0	388.0	549.0

BUDGET			
		HOURLY	TOTAL
Y	LABOR	RATE	COST
	Principal Engineer	\$160.00	\$ 25,760.00
	Professional Engineer	\$140.00	\$ 54,320.00
		TOTAL LABOR	\$ 80,080.00
	SUBCONSULTANT L2 Data Collection (Intersection	Counts) Estimated \$1600/Intersection	
	Cost to be revised based on act	tual cost estimate from L2Data	\$ 12,800.00
	-	TOTAL SUBCONSULTANT	\$ 12,800.00
TOTAL BUDGET			\$ 92,880.00



August 16, 2022

#### TRAFFIC DATA COLLECTION SERVICES FOR Precision Engineering Scope of Services and Cost Proposal

L2 Data Collection is pleased to submit this proposal to provide traffic data collection services in Middleton, ID.

#### 1. Data Collection: Intersection Turning Movement

Type: Vehicle Volume & Direction Time: 7:30-9:30 AM and 3:30-5:30 PM

Classification: Yes

Day: Two Weekdays (non-holiday)

Locations:

SH-44 & Emmett Road SH-44 & Hartley Lane SH-44 & Cemetery Road SH-44 & Hawthorne Drive SH-44 & South Middleton Road SH-44 & North Middleton Road

SH-44 & Duff Lane

#### 2. Data Collection: Machine Tube Count

Type: Vehicle Volume & Direction

Classification: Yes
Duration: 48-hour

Day Weekday (non-holiday)

Location(s):

SH-44 west of Emmett Rd Emmett Rd north of SH-44

SH-44 between Emmett Rd & Hartley Ln

Hartley Ln north of SH-44 Hartley Ln south of SH-44

SH-44 between Hartley Ln & Cemetery Rd

Cemetery Rd north of SH-44

Cemetery Rd south of SH-44

SH-44 between Cemetery Rd & Middleton Middle School

SH-44 between Middleton Middle School & Hawthorne Dr

Hawthorne Dr north of SH-44

Hawthorne Dr south of SH-44

SH-44 between Hawthorne Dr & South Middleton Rd

South Middleton Rd south of SH-44

SH-44 between South Middleton Rd & North Middleton Rd

North Middleton Rd north of SH-44

North Middleton Rd south of SH-44

SH-44 between North Middleton Rd & Marjorie Ave

SH-44 between Greenlinks Ave & Duff Ln

Duff Ln north of SH-44

Duff Ln south of SH-44

SH-44 east of Duff Ln

#### 3. Deliverables

The Traffic Data Report will be delivered no later than 5 days after the on-site data collection is completed.

#### 4. Contract and Payment Terms

Payment terms for the services listed above are net 60 days. Client will notify L2DC, prior to authorizing work, if terms are pay-when-paid.

#### 5. Cost Proposal

The total lump-sum cost for the services listed above collection and data processing.



ncluding travel time, mileage, lodging, data

## L2 Data Collection and GPS Fleet Management Solutions





## **EXHIBIT "F"**



August 3<sup>rd</sup>, 2022

City of Middleton Jason VanGilder, PW Director 1103 W Main Street Middleton, ID 86644

RE: Engineering Professional Services Agreement (PSA)

Land Surveying Services

**Urban Renewal Surveying Support** 

Dear Mr. VanGilder,

Ackerman-Estvold (A-E) is pleased to present this proposal for Surveying Services to support the creation of two Urban Renewal Districts (URD) in Middleton, ID.

We understand the project scope includes the creation of an easterly URD and a westerly URD. Within the overall project objective, A-E's scope of services would include performing a filed survey and preparation of a legal description along with the supporting exhibit meeting the requirements of IDAPA 35.01.02.225. We understand one of the key drivers of this project is timing with and expected project delivery date of September 1<sup>st</sup>, 2022

In order to provide a complete view of the scope and fee schedule, we have provided two options for review. The first option would be to complete each of the URDs on separate non-overlapping or sequential timelines. The second option would be to complete both of the URDs in parallel with each other at the same time and provide the deliverable documents for both on September 1<sup>st</sup>. Due to the lack of efficiency, overlapping scope, and additional travel and time for field work, option one is less cost effective than option two.

Pursuant to our conversation and the client's objectives, the scope of services we propose to provide shall consist of the following:

#### **OPTION 1**

0		
Scope	Initial Submittal Schedule	Budget
Field Survey, Legal Description and	September 1, 2022	\$19,850
Exhibits – Easterly District		
Field Survey, Legal Description and	To Be Determined	\$19,850
Exhibits – Westerly District		

**Total Proposed Scope-of-Services** 

\$39,700

#### **OPTION 2**

Scope	Initial Submittal Schedule	Budget
Field Survey, Legal Description and	September 1, 2022	\$33,275
Exhibits – Easterly & Westerly District		

#### **Total Proposed Scope-of-Services**

\$33,275

The outlined scope and proposed fee schedule include all expected Land Surveying Services as required by local, state, and federal agencies governing the project within their jurisdiction. A-E will utilize existing plat documentation as filed and recorded to develop the boundaries. Development of new plats, platting of unplatted property, and or recovery and refiling of unavailable property documentation is not included in this proposal for service. A-E does not warrant nor guarantee approval by any reviewer or agency for items out of its control. Agency submittals, filings, review fees, and similar are not included with the proposed fee schedule and will be invoiced at cost in addition to the quoted amount. Any additional services can be accommodated at standard hourly rates if requested. An additional proposal for services would be provided at the time of the request.

Billing will occur monthly based on the percentage of work completed to date.

If there are any questions, concerns, or if the scope of services as outlined needs any revision or clarification, please feel to contact our office.

Best Regards,

**ACKERMAN-ESTVOLD** 

Steve Eberle

Ste Bleek

Vice President, COO

## **EXHIBIT "G"**



May 2022

Becky L. Crofts City Administrator City of Middleton 1103 West Main Street Middleton, ID 83644

Re: General GIS Services and Support.

Dear: Mrs. Crofts

Stellar Consulting LLC. is pleased to present this fee statement and agreement for general GIS support to the City of Middleton. This agreement has been prepared in response to a verbal request on May 23, 2022. Stellar Consulting will not be teaming or sub-contracting with any other entity on agreed upon work or services presented herein unless receiving written approval from the City of Middleton.

#### SERVICES AND SUPPORT AGREEMENT

The City of Middleton has requested a billing rate and agreement from Stellar Consulting LLC to provide on-call ad hoc GIS services related to the City of Middleton's East Planning Area. Stellar Consulting will support general GIS, graphics, web GIS, database, or other requested services. Stellar Consulting reserves the right to refuse services requested that are beyond the scope of this agreement.

#### FEE ESTIMATE

The work will be conducted on a time and materials basis:

The Stellar Consulting LLC. billing rate for this agreement is \$150.00/hr. (Not exceed \$5,000.00)

This signed Agreement constitutes a notice to proceed, represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved by City of Middleton:	Approved by Stellar Consulting LLC		
Ву	By Chis Walson		
Date	DateAugust 11, 2022		

## EXHIBIT "H"

# Borup Ave & 2<sup>nd</sup> Street Flooding Update

Jason Van Gilder Public Works Director





### Drain Alignment in the Harmon Sub-division.



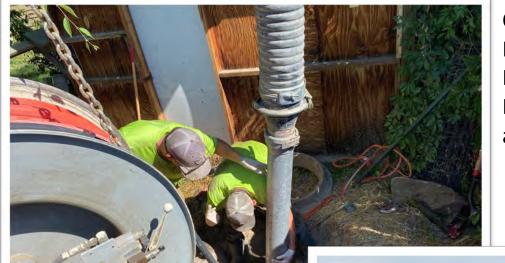




Roadway flooding at the start of irrigation season in 2022.







City Staff working with Drainage District 2, Middleton Place Water Company, Greenlinks HOA, nearby residents, and Integrity Inspection Services to remove enough debris and water to inspect the lines.





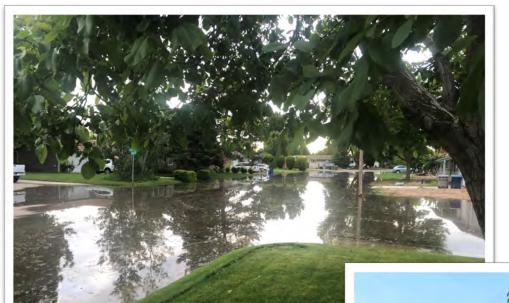


Video inspection of the drain revealed significant root blockages. Behind the blockages, significant rocks and sediment build up further restricted flows.









## Questions

#### **THANK YOU'S**

City Staff
Drainage District 2
Middleton Place Water Company
Greenlinks Subdivision HOA
Local Residents
Integrity Inspection Services



#### **Integrity Inspection Solutions, Inc.**

**Invoice** 

4419 Challenger Way Caldwell, ID 83605

Phone (208) 442-4470 Fax (844) 351-6902

Date	Invoice #
8/3/2022	Y22M8-1214

Account #
22-0615

Bill To

City of Middleton Attn: Daryl PO Box 487

Middleton, ID 83644

Payment Terms	Project
*Net 30	Dist. 2 Borup 30" Irrigation - 7/13-7/29

Service Date	Description	Quantity	Unit Price	Amount
7/29/2022	Hydro Cleaner - Heavy Cleaning (hourly)	51	250.00	12,750.00
	CCTV (minimum hourly)	4	275.00	1,100.00
	Additional equipment & labor	7	950.00	6,650.00
	6" pump & generator	6	1410.00	8,460.00
	Mobilization & fuel surcharge	1	2500.00	2,500.00
			Total	\$31,460.00
			Total	φ31, <del>4</del> 00.00

## **EXHIBIT "1"**

#### **RESOLUTION 473-22**

A RESOLUTION OF THE MIDDLETON CITY COUNCIL, MIDDLETON, CANYON COUNTY, IDAHO, TO INCREASE CERTAIN EXISTING FEES BY AMOUNTS THATDO NOT EXCEED FIVE PERCENT (5%) OF THE FEE FROM THE CURRENT FISCAL YEAR AND IMPOSE NEW SERVICE FEES BEGINNING OCTOBER 1, 2022 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Idaho Code §50-307 authorizes a municipality to collect fees pertaining to services offered/performed by the City; and,

WHEREAS, the Mayor and Council of the City of Middleton believe that it is in the City's best interest to update its current fee schedule for services provided by the City of Middleton;

WHEREAS, on August 17, 2022, the City Council of the City of Middleton, Idaho, held a public meeting properly noticed under Idaho Code, to consider an increase certain existing fees by amounts that do not exceed five percent (5%) of the fee from the current fiscal year and impose sever new service fees beginning October 1, 2022. The fee increases are necessary to cover increased costs associated with these programs/services;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, as follows:

CONNECTION	FEE	
Sewer Connection*		
5/8" x 3/4" per Equivalent Dwelling Unit (Res 411-18)	\$ 6,364.18	\$6,682.39
1"	\$ 7,931.70	\$8,328.29
1 1/2"	<del>\$ 17,603.25</del>	\$18,483.41
2"	\$ 30,804.90	\$32,345.15
3"	<del>\$ 70,411.95</del>	\$73,932.55
4"	<del>\$ 124,532.10</del>	\$130,758.71

<sup>\*</sup> Fee is based on water meter size since at least 98% of water discharges through the sewer system.

Water Connection\*\* per Equivalent Dwelling Unit

5/8" x 3/4" (Res 411-18)	<del>\$ 3,866.99</del>	\$4,060.34
1"	<del>\$ 9,899.40</del>	\$10,394.37
1 1/2"	\$ 22,273.65	\$23,387.33
2"	<del>\$ 39,595.50</del>	\$41,575.28
3"	\$ 89,089.35	\$93,543.82
4"	<del>\$ 158,384.10</del>	\$166,303.31

\*\* Fee is based on "draft", i.e., the pipe diameter area available for flow, and not based on the cost to install the device.

## NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, as follows:

<u>Section 1</u>: This Resolution is effective August 17, 2022.

<u>Section 2</u>: The City Clerk is directed to update the fee schedule to reflect revised fee amounts.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO THIS  $17^{\rm th}$  day of August 2022.

	CITY OF MIDDLETON	
	Steven J. Rule, Mayor	
ATTEST:	, •	
Dawn M. Goodwin, Deputy Clerk		

## EXHIBIT "J"

# City of Middleton FY'23 Budget Review



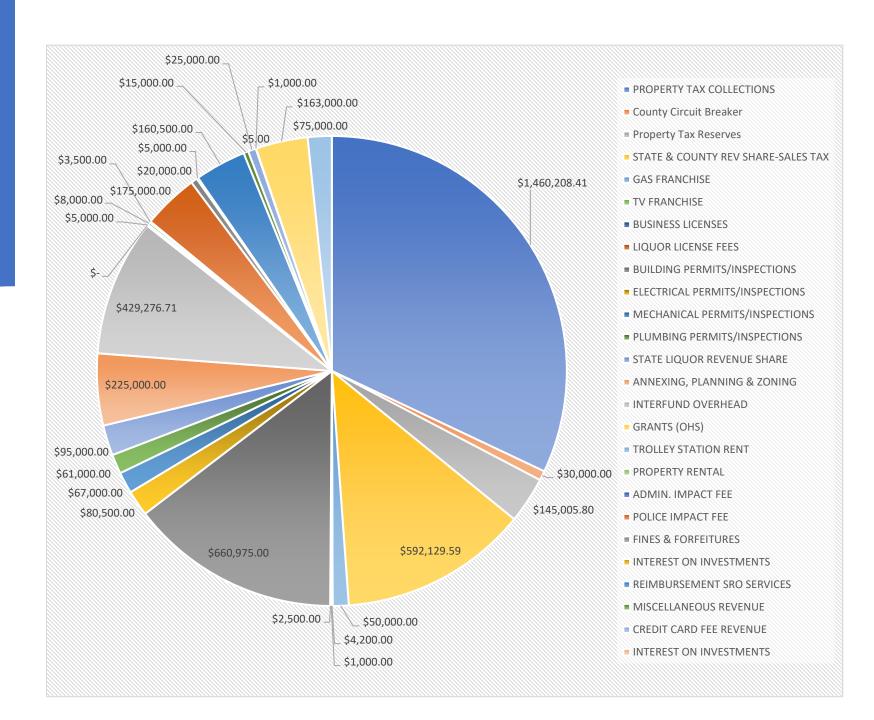
## FY'23 Budget Overview

\$21,295,629

	FY 2021	2022	2023
	ACTUAL	BUDGETED	PROPOSED
FUND NAME	EXPENDITURE	EXPENDITURE	EXPENDITURE
GENERAL FUND:			
Elected Officials	\$70,092	\$148,984	\$149,770
City Administration	\$1,139,668	\$1,168,806	\$1,318,294
Police	\$1,115,603	\$1,333,493	\$1,697,918
Building/Code Enforcement & Safety	\$401,868	\$417,206	\$493,724
Buildings & Grounds	\$183,252	\$141,738	\$111,383
City Parks	\$344,930	\$421,016	\$520,722
Transfer's Out	\$324,000	\$257,500	\$267,990
General Fund Total	\$3,579,413	\$3,888,743	\$4,559,801
OTHER FUNDS			
Transportation	\$2,126,199	\$3,564,937	\$4,864,044
Library	\$245,876	\$288,062	\$303,578
Other Funds Total	\$2,372,075	\$3,852,999	\$5,167,622
ENTERPRISE FUNDS:			
Solid Waste	\$653,551	\$639,924	\$728,197
Water	\$1,101,454	\$1,681,181	\$2,262,936
Wastewater	\$2,648,198	\$4,409,893	\$6,244,573
Storm Water	\$8,992	\$69,000	\$96,000
Enterprise Fund Total	\$4,412,195	\$6,799,998	\$9,331,706
MISCELLANEOUS FUNDS			
Impact Fees	\$970,770	\$937,000	\$2,236,500
Total Miscellaneous Funds	\$970,770	\$937,000	\$2,236,500
TOTAL EXPENDITURES ALL FUNDS	\$11,334,453	\$15,478,740	\$21,295,629

## General Fund Revenue

\$4,559,801



General Fund Salary and Benefits Expenses

\$2,293,884

Elected Officials Salary	\$ 122,734	
Elected Officials Benefits/Liabilities	\$ 27,036	
Administration Salary	\$ 366,578	
Administration Benefits/Liabilities	\$ 156,751	
Police	\$ 871,136	
Police Benefits/Liabilities	\$ 406,591	
Building	\$ 152,531	
Bulding Benefits/Liabilities	\$ 82,192	
Parks	\$ 65,384	
Parks Benefits/Liabilities	\$ 42,953	

2023 River Park Master Plan	50,000.00
2023 Inclusive Playground Equipment	80,000.00
2023 Capital Improvement Plan update for Impact Fees	13,000.00
2023 Middleton Place Park Irrigation Pump	90,000.00
2023 Security Cameras	20,000.00
2023 Piccadilly Park Pathways or Sump pump	15,000.00

General Fund Capital Expenses

Gene	ral	Eun	A	20	22
Gene	tai.	run	a	ZU	<b>Z</b> 3

2023 Install panic button @ City Hall	5,000.00
2023 Pick-up - building department	40,000.00
2023 Security Cameras	20,000.00

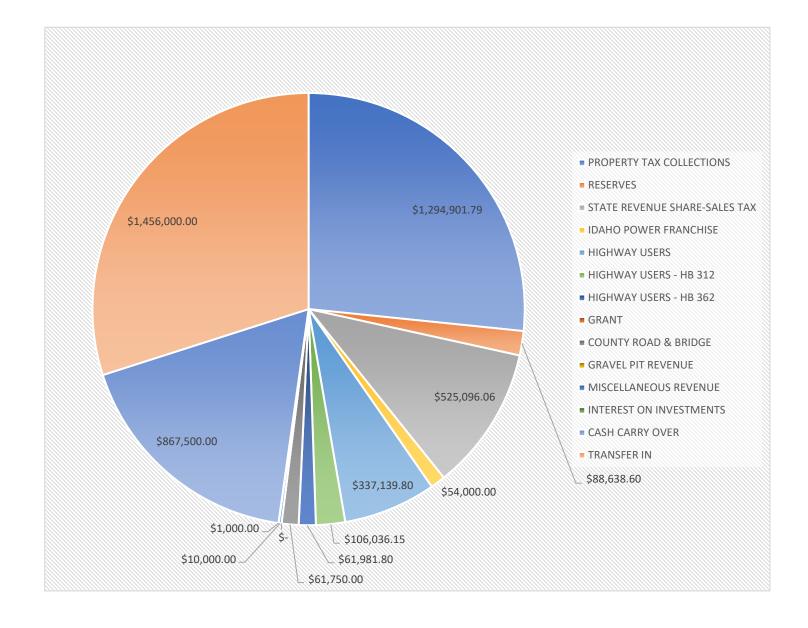
#### Police 2023

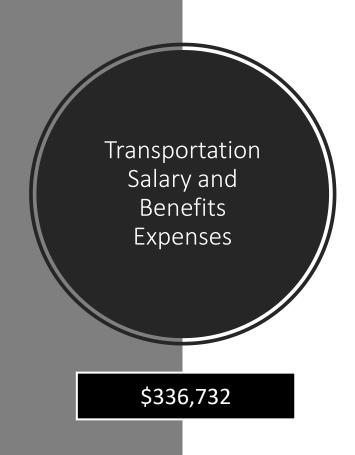
2023 New patrol officer Vehicle	150,000.00
2023 New officer uniform setup	12,000.00
2023 Capital Improvement Plan update for Impact Fees	13,000.00

\$508,000

# Transportation Fund Revenue

\$4,864,044





Salary

\$239,115

Benefits/Liability

\$97,617

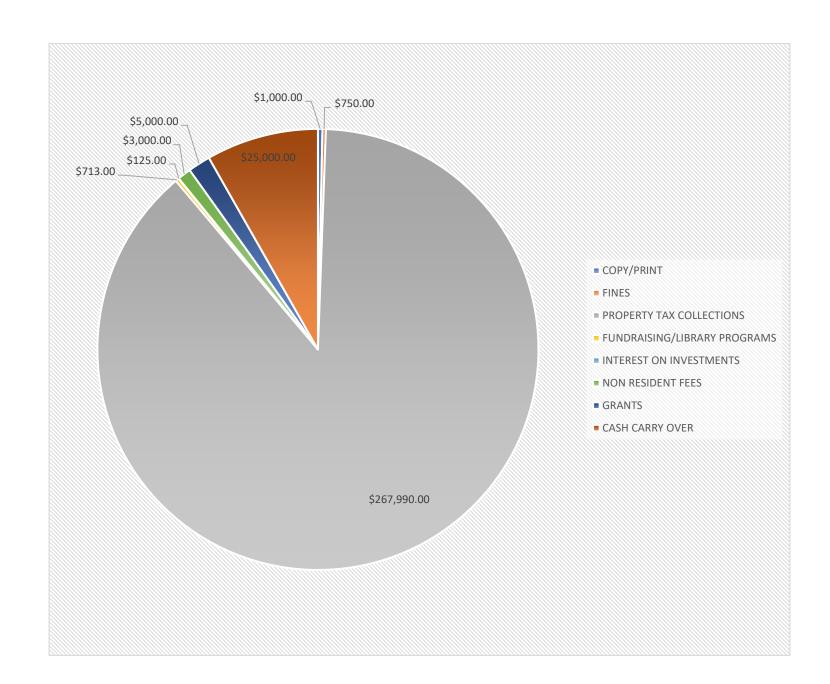
Transportation Capital and Major Maintenance Expenses

\$3,406,231

Trans	portation Capital 2023	
2023	Hartley Traffic Signal - Impact Fee	1,800,000
2023	Pavement for aging water/Sewer line replacement	108,000
2023	Capital Equipment / Buildings	202,000
	2023 CAPTTAL TOTAL	2,110,000
Majoı	r Maintenance 2023	
2023	Road repairs E. of N. Middleton Rd West of the park Harmon area	286,400
2023	Road seal coating	100,000
2023	LED street light replacement	21,600
2023	Misc. repair to swales	5,400
2023	Misc. Repairs - Unexpected items	54,000
2023	General Maintenance	5,831
2023	Misc. Sidewalk , curb, & gutter repairs	20,000
	MAJOR MAINTENANCE TOTAL 2023	493,231
Right	of Way Acquisition	
2023	ROW - Realign Middleton Road	350,000
2023	ROW - Duff Lane	150,000
2023	ROW - Intersection @ Middleton Rd. & State Hwy 44 - Under contract	228,000
2023	ROW - Sawtooth RAB	75,000
	LAND ACQUISITION	803,000

## Library Revenue

\$303,578





Salary

\$141,509

Benefits/Liability

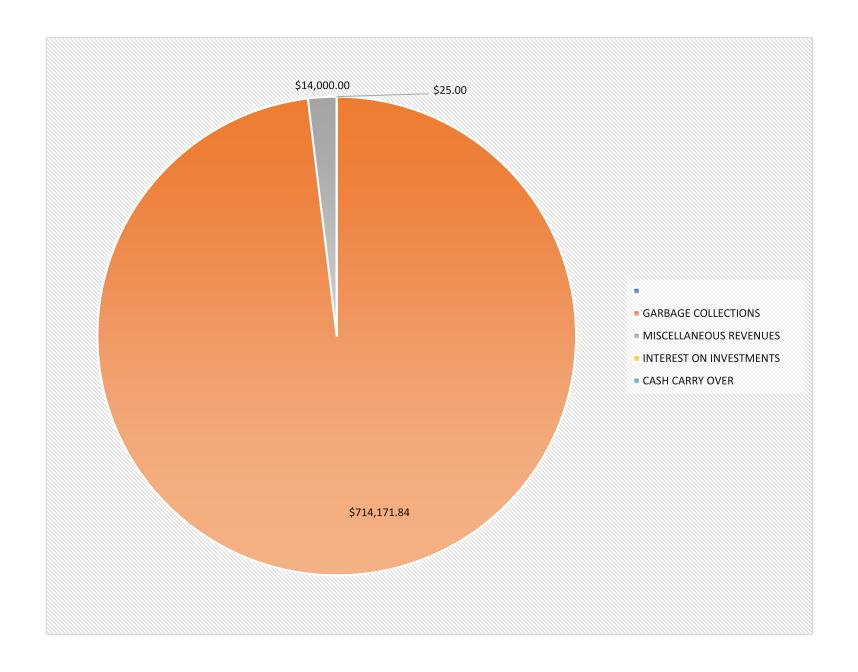
\$ 46,380

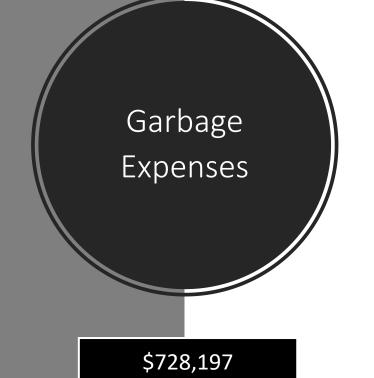


CONTRIB GEN FUND	\$ 12,365.17
COMPUTER HARDWARE	\$ 3,000.00
GASOLINE	\$ 450.00
MARKETING	\$ 1,000.00
LIBRARY PROGRAMS	\$ 3,500.00
MEMBERSHIPS	\$ 500.00
SUPPLIES	\$ 5,600.00
TRAINING/CONF/CERTIFICATION	\$ 600.00
UNIFORMS	\$ 130.00
AUTO REPAIR/MAINT	\$ 1,250.00
BUILDING MAINTENANCE	\$ 2,500.00
BUILDING REPAIRS	\$ 3,000.00
BUILDING SECURITY	\$ 2,000.00
CATALOGING SERVICE/RESOURCE SH	\$ 3,100.00
CLEANING SERVICE	\$ 1,000.00
COMPUTER SOFTWARE	\$ 3,000.00
COMPUTER SUPPORT	\$ 4,000.00
DATA ACCESS	\$ 2,200.00
LIABILITY INSURANCE	\$ 5,670.00
OFFICE EQUIPMENT MAINTENANCE	\$ 950.00
OFFICE EQUIPMENT	\$ 2,000.00
POSTAGE	\$ 1,600.00
WATER USAGE	\$ 620.00
WASTEWATER	\$ 741.00
TELEPHONE SERVICE	\$ 900.00
SOLID WASTE DISPOSAL	\$ 618.00
GRANTS	\$ 5,000.00
PROF FEES ATTORNEY	\$ 1,750.00
PROF FEES AUDITOR	\$ 1,717.00
Asset Management Acquisition A (Tax)	\$ 113.00
CAPITAL OUTLAY	\$ 19,052.58
COLLECTIONS	\$ 20,000.00
NATURAL GAS	\$ 412.00
ELECTRICITY	\$ 4,750.00
MISCELLANEOUS - LIBRARY	\$ 600.00

# Garbage Fund Revenue

\$728,197

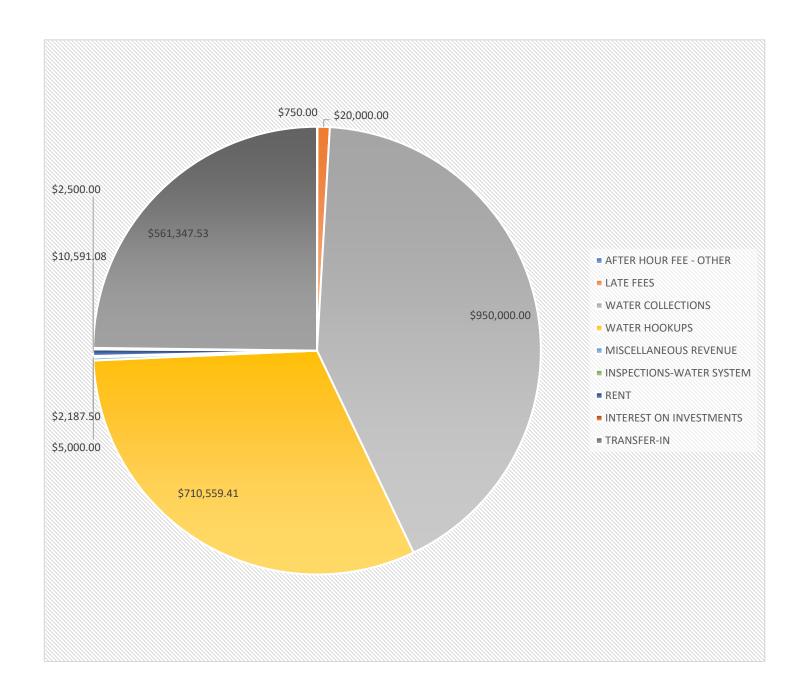




CONTRIB GEN FUND SAL OVERHEAD	\$ 22,435.58
FRANCHISE PAYABLE	\$ 679,528.46
SUPPLIES	\$ 100.00
BILLING SERVICE	\$ 14,125.30
COMPUTER SUPPORT	\$ 6,257.50
DATA ACCESS	\$ 1,250.00
POSTAGE	\$ 1,700.00
PROF FEES AUDITOR	\$ 1,800.00
MISCELLANEOUS	\$ 1,000.00

### Water Fund Revenue

\$2,262,936





Water Salary	\$334,016
Water Benefits/Liability	\$166,860

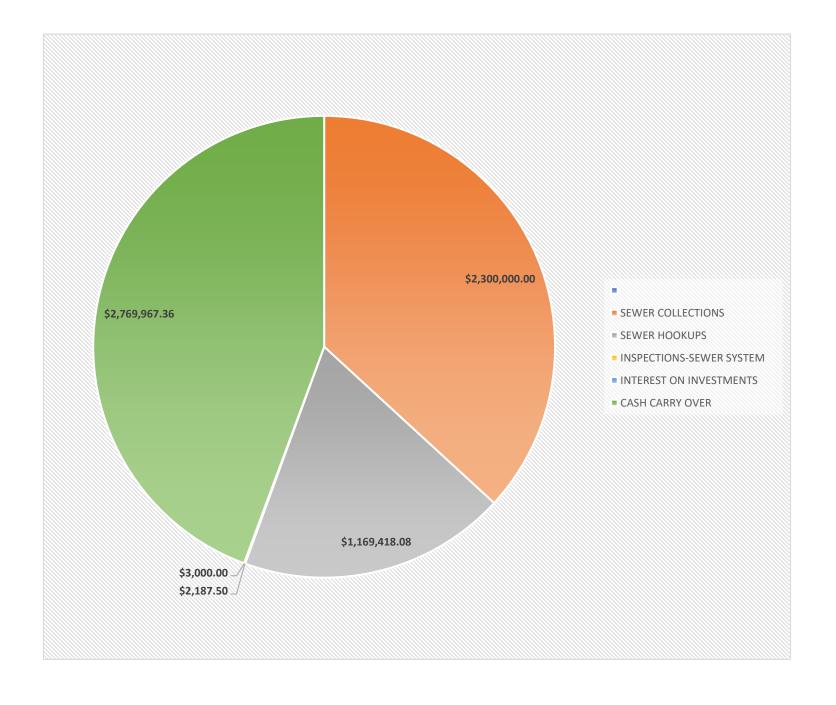
Water
Capital and
Major
Maintenance
Expenses

\$1,134,481

Water C	apital 2023	
2023	Zenner Meter System Upgrade	200,000.00
2023	New Construction Water Meters	47,081.00
2023	Large water meters/hydrants	15,450.00
2023	Aging water line replacement	220,000.00
2023	Emergency generator Well #8	77,250.00
2023	Well #2 building repair, fence repair & new gate	51,500.00
2023	Well 4 tank painting	195,700.00
2023	Capital equipment/buildings	235,500.00
	2023 CAPTTAL TOTAL	1,042,481.00
Major M	aintenance 2023	
2023	PRV Maint. & Repairs + Civil D (every 5 years) Powder River & Cemetery Rd.	7,000.00
2023	Chlorine	3,500.00
2023	Northwest Power Systems Annual Inspections	5,500.00
2023	Northwest Power Generator 5-year Maintenance	5,500.00
2023	Analytical Labs	3,000.00
2023	Well #6 Roof	2,500.00
2023	Hydrant repairs & parts	14,000.00
2023	General Maint.	50,000.00
2023	Well #4 fence man gate	1,000.00
	2023 MAJOR MAINTENANCE TOTAL	\$ 92,000.00

### Wastewater Fund Revenue

\$6,244,573





Salary	\$421,144.15
Benefits/Liability	\$229,631.48

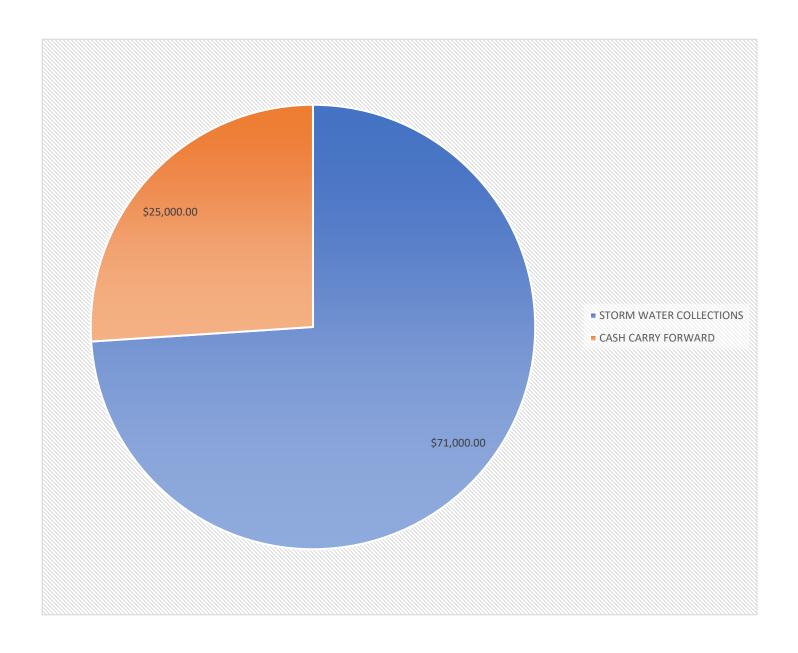
Wastewater
Capital and
Major
Maintenance
Expenses

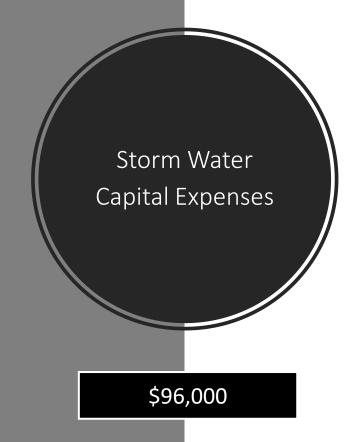
\$2,182,110

WW Capital Treatment 2023	
Natural Treatment	
Pilot Study - year 3 2022-23	
Emergency Repairs/DEQ	25,000.00
SCADA - Mike Johnson	15,000.00
Sediment Removal - Ditch Company	40,000.00
City Sample - analytical lab analysis	10,000.00
Mechanical Treatment	
Wet well Rehabilitation (T-0)	200,000.00
Decommission Overflow Basin	150,000.00
Plant Process Water	110,000.00
Capital equipment/buildings	271,000.00
Parts Redundancy - Blowers/Basins	25,000.00
TOTAL WW Treatment Capital	\$ 846,000.00
WW Capital Collections 2023	
Sawtooth RAB	10,300.00
Park Place Lift Station - Back-up generator	77,250.00
Park Place Lift Station - fence	15,450.00
CIPP Patches	15,450.00
De-Commission Hartley Lift Station	103,000.00
Construct lines or lift station for future expansion areas	299,509.89
Capital equipment/buildings ( see fleet below)	214,500.00
Generator - Boise River Lift Station	75,000.00
TOTAL WW Collections Capital	\$ 810,459.89
Major Maintenance Collections	
CCTV Area #4	50,000.00
Donna Drain	50,000.00
Aging sewer line replacement	283,250.00
Re-locate Hartley Lift Station back-up generator to Prospector	41,200.00
Lift Station Priority 1 maintenance per master plan	54,000.00
Vac. Truck tubes	2,700.00
Vac. Truck maintenance	10,000.00
Infiltration repairs Manholes	10,800.00
Northwest Power Generator 5-year Maint. & annual inspections	7,500.00
General Maintenance	16,200.00
TOTAL Major Maintenance Collections	\$ 525,650.00

# Storm Water Fund Revenue

\$96,000



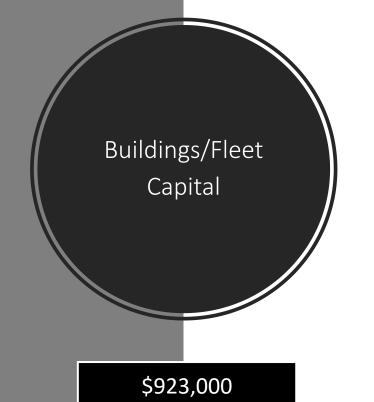


BILLING SERVICE	\$5,454
MAINTENANCE	\$32,500
PROF FEES ENGINEER	\$57,046
CAPITAL OUTLAY	\$0
MISCELLANEOUS	\$1,000



IMPACT FEE FUND		
70-399-010	CITY TRANSPORTATION IMPACT FEE	\$ 505,000.00
70-399-050	CITY POLICE IMPACT FEE	\$ 53,200.00
70-399-799	CITY PARKS IMPACT FEE	\$ 163,000.00
70-390-991	TRANSFER IN/CARRY FORWARD	\$ 1,515,300.00
Total Revenue:		\$ 2,236,500.00
Department: 590		
70-590-991	TRANSFER OUT	\$ 2,061,500.00
Middleton Police	TRANSFER OUT	\$ 175,000.00

\$2,236,500



PW Equipment/Fleet/Buildings - 2023	
UTV Closed Cab & Dump Bucket	19,000
PW Building Expansion Reserve	88,000
(2) F-250 Pick-up Trucks	66,000
Vac Truck	550,000
Sweeper Truck Reserve	50,000
Large Fabric Structure - material cover	150,000
TOTAL	\$923,000

# Proposed Fee Increase

		Current Fees	Proposed fees
CO	NNECTION	FEE	FEE
	Sewer Connection*		
	5/8" x 3/4" per Equivalent Dwelling Unit (Res		
	411-18)	<del>\$ 6,364.18</del>	\$6,682.39
	1"	<del>\$ 7,931.70</del>	\$8,328.29
	1 1/2"	<del>\$ 17,603.25</del>	\$18,483.41
	2"	<del>\$ 30,804.90</del>	\$32,345.15
	3"	<del>\$ 70,411.95</del>	\$73,932.55
	4"	<del>\$ 124,532.10</del>	\$130,758.71
	* Fee is based on water meter size since at least 98% of water discharges through the sewer system.		
	Water Connection** per Equivalent Dwelling Unit		
	5/8" x 3/4" (Res 411-18)	<del>\$ 3,866.99</del>	\$4,060.34
	1"	\$ 9,899.40	\$10,394.37
	1 1/2"	<del>\$ 22,273.65</del>	\$23,387.33
	2"	\$ 39,595.50	\$41,575.28
	3"	\$ 89,089.35	\$93,543.82
	4"	<del>\$ 158,384.10</del>	\$166,303.31
	** Fee is based on "draft", i.e., the pipe diameter area a the device.	vailable for flow, and not based o	n the cost to install

## **EXHIBIT "K"**

#### ORDINANCE NO. 670

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON, COUNTY, IDAHO, ENTITLED THE "ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, APPROPRIATING \$21,295,629 DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE CITY OF MIDDLETON, IDAHO FOR FISCAL YEAR 2023, AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATIONS ARE MADE; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 50-1003, Idaho Code, the City of Middleton is required to pass an annual appropriation ordinance prior to the commencement of each fiscal year; and

WHEREAS, pursuant to Section 50-1002, Idaho Code, the City of Middleton has prepared a budget and has tentatively approved estimated revenues and expenditures for the fiscal year commencing October 1, 2022, and ending September 30, 2023; and

WHEREAS, on Wednesday August 17, 2022, pursuant to Section 50-1002, Idaho Code, the City of Middleton held a public hearing for the purpose of considering public comment on services, expenditures and revenues planned for fiscal year 2023.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, as follows:

Section 1. That the sums of money, or as much thereof as may be authorized by law, needed, or deemed necessary to defray all expenses and liabilities of the City of Middleton, for the general and special municipal purposes and objective of the City of Middleton, Idaho, be appropriated for the fiscal year commencing October 1, 2022, and ending September 30, 2023.

Section 2. That the summary of monies appropriated pursuant to the budget prepared and approved by the City Council, are as follows:

GENERAL FUND	\$4,559,801
IMPACT FEE FUND	\$2,236,500
LIBRARY FUND	\$ 303,578
SOLID WASTE FUND	\$ 728,197
STORM WATER FUND	\$ 96,000
TRANSPORTATION FUND	\$4,864,044
WASTEWATER FUND	\$6,244,573
WATER FUND	\$2,262,936

TOTAL EXPENDITURES ALL FUNDS \$21,295,629

Section 3. All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. That pursuant to the affirmative vote of the majority of the full Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Ordinance shall be read by title once on the 17<sup>th</sup> day of August 2022.

Section 5. That this Ordinance shall be in full force and effect from and after its adoption and publication.

ADPOPTED by the City Council, and approved by the Mayor, of the City of Middleton, Idaho, the 17<sup>th</sup> day of August, 2022.

	Steven J. Rule, Mayor
ATTEST:	

### MIDDLETON CITY COUNCIL – SPECIAL MEETING AUGUST 31, 2022

The Middleton City Council Special Meeting on August 31, 2022, was called-to-order at 12:06 p.m. by Council President Rob Kiser

**Roll Call**: Council Members, Kiser, O'Meara and Murray were present. Council Member Huggins and Mayor Rule attended the meeting via telephone. City Attorney, Douglas Waterman attended via telephone and City Clerk, Becky Crofts was present.

### **Action Items**

### A. Approve Agenda

**Motion:** Motion by Councilman O'Meara to approve the agenda as posted August 25, 2022, at 4:00 p.m. Motion seconded by Councilman Huggins and approved unanimously.

**Executive Session:** 74-206(d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code

**Motion:** Motion by Council President Kiser to open Executive Session at 12:08 p.m. Motion seconded by Councilman O'Meara and approved unanimously.

Mayor Rule entered the public meeting room in person at 12:30 p.m.

**Motion:** Motion by Council President Kiser to close Executive Session at 12:42 p.m. Motion seconded by Councilman O'Meara and approved unanimously.

No decisions were made, only discussion took place during the Executive Session.

**Adjourn:** Council President Kiser adjourned the special meeting at 12:43 p.m.

ATTEST:	Steven J. Rule, Mayor
Becky Crofts, City Clerk Minutes Approved: September 7, 2022	

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### **ADVERTISING PROOF**

c/o ISj Payment Processing Center PO Box 1570, Pocatello,ID 83204

**Ph.** (208) 465-8129 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
08/22/22	23106

JENNICA REYNOLDS 1 MIDDLETON, CITY OF P.O. BOX 487 MIDDLETON, ID 83644

AD#	DESCRIPTION	START	STOP	TIMES	AMOUNT
274704	PH 9/7/2022 - 2023 B	08/26/22	09/02/22	2	\$342.06

Payments:

Last 4 Digits Method Card Type Check Amount

Gross:\$342.06 Discount: \$0.00 Surcharge: \$0.00 Paid Amount: \$0.00 \$0.00 Credits:

Amount Due: \$342.06

#### **LEGAL NOTICE**

### NOTICE OF PUBLIC HEARING PROPOSED BUDGET FOR FISCAL YEAR 2022-2023 (FY2023) CITY OF MIDDLETON, IDAHO

A PUBLIC HEARING, pursuant to Idaho Code 50-1002, will be held for consideration of the proposed budget for the fiscal year from October 01, 2022 to September 30, 2023. The hearing will be held at City Hall, 1103 W. Main Street, Middleton, Idaho at 5:30pm, September 07, 2022. All interested persons are invited to appear and show cause, if any, why such budget should or should not be adopted. Copies of the proposed city budget in detail are available at City Hall during regular office hours (8:00am to 5:00pm, weekdays). City Hall is accessible to persons with disabilities. Any person needing special accommodations to participate in the above noticed hearing should contact the City Administrative Offices, 208-585-3133 two days prior to the public hearing. The proposed 2023 Fiscal Year Budget is listed below.

FUND NAME E	FY 2021 ACTUAL XPENDITURE	2022 BUDGETED EXPENDITURE	2023 PROPOSED EXPENDITURE
GENERAL FUND: Elected Officials	\$70,092	\$148,984	\$152,799
City Administration Police	\$1,139,668 \$1,115,603	\$1,168,806 \$1,333,493	\$1,395,476 \$1,682,554
Building/Code Enforcement & Safet Buildings & Grounds		\$417,206 \$141,738	\$501,025 \$113,611
City Parks Transfer's Out	\$344,930	\$421,016	\$531,636 \$531,636 \$273,350
General Fund Total	\$324,000 <b>\$3,579,413</b>	\$257,500 <b>\$3,888,743</b>	\$4,650,451
OTHER FUNDS	¢0 106 100	<b>\$2.564.027</b>	¢4.000.005
Transportation Library	\$2,126,199 \$245,876	\$3,564,937 \$288,062	\$4,960,885 \$309,650
Other Funds Total	\$2,372,075	\$3,852,999	\$5,270,535
ENTERPRISE FUNDS: Solid Waste	\$653,551	\$639,924	\$728,306
Water Waste Water	\$1,101,454 \$2,648,198	\$1,681,181 \$4,409,893	\$2,308,194 \$6,369,464
Storm Water Enterprise Fund Total	\$8,992 <b>\$4,412,195</b>	\$69,000 <b>\$6,799,998</b>	\$97,920 <b>\$9,503,884</b>
MISCELLANEOUS FUNDS	<b>,</b> ,, <b>.</b> ,	+-,,	+-,,
Impact Fees Total Miscellaneous Funds	\$970,770 <b>\$970,770</b>	\$937,000 <b>\$937,000</b>	\$2,281,230 <b>\$2,281,230</b>
TOTAL EXPENDITURES ALL FUNDS	. ,	\$15,478,740	\$21,706,100
TOTAL EXPENDITURES ALL TONDS	FY 2021	2022	2023
BY CLASSIFICATION	ACTUAL REVENUES	BUDGETED REVENUES	PROPOSED REVENUES
PROPERTY TAX LEVY:			
General Fund Transportation	\$1,189,882 \$1,312,894	\$1,351,594 \$1,198,584	\$1,605,214 \$1,294,902
Total Property Tax Revenue	\$2,502,776	\$2,550,178	(\$2,900,116)
OTHER REVENUE General Fund	\$3,706,442	\$2,537,149	\$3,045,237
Transportation Fund Solid Waste Fund	\$1,980,548 \$659,756	\$2,366,353 \$639,924	\$3,665,983 \$728,306
Water Fund Waste Water Fund	\$2,465,481 \$5,384,446	\$1,681,181 \$4,409,893	\$2,308,194 \$6,369,464
Storm Water Fund	\$68,238	\$69,000	\$97,920
Impact Fee Fund Library Fund	\$2,331,800 \$274,595	\$937,000 \$288,062	\$2,281,230 \$309,650
Total Other Revenue	\$16,871,306	\$12,928,562	\$18,805,984
TOTAL REVENUE ALL FUNDS	\$19,374,082	\$15,478,740	\$21,706,100
August 26, September 2, 2022			274704



### **MEMO INVOICE**

c/o ISj Payment Processing Center PO Box 1570, Pocatello,ID 83204 Ph. (208) 465-8129 Fax: (907) 452-5054

BILLING DATE:	ACCOUNT NO:
08/09/22	23106

JENNICA REYNOLDS 1 MIDDLETON, CITY OF P.O. BOX 487 MIDDLETON, ID 83644

AD # DESCRIPTION

START

STOP

TIMES

2

AMOUNT

266992

PH 8/17/2022 - 2023

08/02/22

08/09/22

\$327.84



Payments:

Date

Method

Card Type

Last 4 Digits

Check Amount

Discount:

\$0.00

Surcharge:

\$0.00

Credits:

\$0.00

Gross:\$327.84

Paid Amount: \$0.00

Amount Due: \$327.84

We Appreciate Your Business!

### **LEGAL NOTICE**

#### NOTICE OF PUBLIC HEARING PROPOSED BUDGET FOR FISCAL YEAR 2022-2023 (FY2023)

CITY OF MIDDLETON, IDAHO

A PUBLIC HEARING, pursuant to Idaho Code 56-1002, will be held for consideration of the proposed budget for the fiscal year from October 01, 2022 to September 30, 2023. The hearing will be held at City Hall, 1103 W. Main Street, Middleton, Idaho at 5:30pm, August 17, 2022.

All interested persons are invited to appear and show cause, if any, why such budget should or should not be adopted. Copies of the proposed city budget in detail are available at City Hall during regular office hours (8:00am to 5:00pm, weekdays). City Hall is accessible to persons with disabilities. Any person needing special accommodations to participate in the above noticed hearing should contact the City Administrative Offices, 208-585-3133 two days prior to the public hearing. The proposed 2023 Fiscal Year Budget is listed below.

	FY 2021 ACTUAL	2022 BUDGETED	2023 PROPOSED
FUND NAME	EXPENDITURE	EXPENDITURE	EXPENDITURE
GENERAL FUND:	\$70, <del>09</del> 2	\$148,984	\$152,799
Elected Officials	\$1.139.668	\$1,168,806	\$1,395,476
City Administration	\$1,115,603	\$1,333,493	\$1,682,554
Police	\$401,868	\$417,206	\$501,025
Building/Code Enforcement & Safety	\$183,252	\$141,738	\$113,611
Buildings & Grounds	\$344,930	\$421,016	\$531,636
City Parks	\$324,000	\$257,500	\$273,350
Transfer's Out	\$3,579,413	\$3,888,743	\$4,650,4\$1
General Fund Total	\$3,379,413	33,000,743	44,000,402
DTHER FUNDS			
Transportation	\$2,126,199	\$3.564,937	\$4,960,885
Library	\$245,876	\$288,062	\$309,650
Other Funds Total	\$2,372,075	\$3,852,999	\$5,270,535
ENTERPRISE FUNDS:			
Solid Waste	\$653,551	\$639,924	\$728,306
Water	\$1,101,454	\$1,681,181	\$2,308,194
Waste Water	\$2,648,198	\$4,409,893	\$5,369,464
Storm Water	\$8,992	\$69,000	\$97,920
Enterprise Fund Total	\$4,412,195	\$6,799,998	\$9,503,884
MISCELLAN EOUS FUNDS	40TO 330	\$937,000	\$2,281,230
Impact Fees	\$970,770	\$937,000	\$2,281,230
Total Miscellaneous Funds TOTAL EXPENDITURES ALL FUNDS	\$970,770 \$11, <b>334,4</b> 53	\$15,478,740	\$2,706,100
	FY 2021	2022	2023
	ACTUAL	BUDGETED	PROPOSED
BY CLASSIFICATION	REVENUES	REVENUES	REVENUES
ACCRETATE TAVIDAY.			
PROPERTY TAX LEVY:	\$1,189,882	\$1,351,594	\$1,488,916
General Fund	\$1,312,894	\$1,198,584	\$1,320,360
Transportation	\$2,502,776	\$2,550,178	\$2,809,276
Total Property Tax Revenue	32,302,110	42,559,210	(Alice)
OTHER REVENUE		<b>**</b>	#= . = = = = = = = = = = = = = = = = = =
General Fund	\$3,706,442	\$2,537,149	\$3,161,535
Transportation Fund	\$1,980,548	\$2,366,353	\$3,640,525
Solid Waste Fund	\$659,756	\$639,924	\$728,306
Water Fund	\$2,465,481	\$1,681,181	\$2,308,194
Waste Water Fund	\$5,384,446	\$4,409,893	\$6,369,464
Storm Water Fund	\$68,238	\$69,000	\$97,920
Impact Fee Fund	\$2,331,800	\$937,000	\$2,281,230
Library Fund	\$274,595	\$288,062	\$309,650
Total Other Revenue	\$16,871,306	\$12,928,562	\$18,896,824
TOTAL REVENUE ALL FUNDS	\$19,374,082	\$15,478,740	\$21,706,100
August 2, 9, 2022			266992

### **AMENDED ORDINANCE NO. 670**

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON, COUNTY, IDAHO, ENTITLED THE "ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, APPROPRIATING \$21,295,629 DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE CITY OF MIDDLETON, IDAHO FOR FISCAL YEAR 2023, AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATIONS ARE MADE; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 50-1003, Idaho Code, the City of Middleton is required to pass an annual appropriation ordinance prior to the commencement of each fiscal year; and

WHEREAS, pursuant to Section 50-1002, Idaho Code, the City of Middleton has prepared a budget and has tentatively approved estimated revenues and expenditures for the fiscal year commencing October 1, 2022, and ending September 30, 2023; and

WHEREAS, the original Ordinance No. 670 was adopted august 17, 2022; and

WHEREAS, an error was noticed in the total stated property tax revenue stated in the notices for the original ordinance; and,

WHEREAS, a corrected notice was published on the 26th of August and 2nd of September; and,

WHEREAS, on Wednesday <u>September 7-August 17</u>, 2022, pursuant to Section 50-1002, Idaho Code, the City of Middleton held a public hearing for the purpose of considering public comment on services, expenditures and revenues planned for fiscal year 2023; and,-

WHEREAS, the City Council desires to adopt this Amended Ordinance No. 670 as the official appropriations ordinance of the City of Middleton for fiscal year 2023.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, as follows:

Section 1. That the sums of money, or as much thereof as may be authorized by law, needed, or deemed necessary to defray all expenses and liabilities of the City of Middleton, for the general and special municipal purposes and objective of the City of Middleton, Idaho, be appropriated for the fiscal year commencing October 1, 2022, and ending September 30, 2023.

Section 2. That the summary of monies appropriated pursuant to the budget prepared and approved by the City Council, are as follows:

GENERAL FUND	\$4,559,801
IMPACT FEE FUND	\$2,236,500
LIBRARY FUND	\$ 303,578

SOLID WASTE FUND	\$ 728,197
STORM WATER FUND	\$ 96,000
TRANSPORTATION FUND	\$4,864,044
WASTEWATER FUND	\$6,244,573
WATER FUND	\$2,262,936

### TOTAL EXPENDITURES ALL FUNDS \$21,295,629

Section 3. All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. That pursuant to the affirmative vote of the majority of the full Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Ordinance shall be read by title once on the 47<sup>th</sup> day of August September 2022.

Section 5. That this Ordinance shall be in full force and effect from and after its adoption and publication.

ADPOPTED by the City Council, and approved by the Mayor, of the City of Middleton, Idaho, the 47<sup>th</sup> day of August September, 2022.

. TOTAL OF	Steven J. Rule, Mayor
ATTEST:	
Dawn M. GoodwinJennica Reynol	ds. Deputy City Clerk

											Res	ident Water/S	sewe	er Bill 4000	Gallons
<u>Utlity</u>	Cı	ırrent Fee	N	ew Fee	Μ	aint. Spend	Sa	vings	Ch	ange		Current	Pro	oposed	
5% Increase Water Base Rate	\$	11.68	\$	12.26	\$	12.26	\$	-	\$	0.58	\$	11.68	\$	12.26	
5% Increase Water Use Rate	\$	1.92	\$	2.02	\$	2.02	\$	-	\$	0.10	\$	7.68	\$	8.06	
5% Increase Water Connection Fee	\$	3,866.99	\$ 4	1,060.34	\$	4,060.34	\$	-	\$ 1	.93.35					
5% Increase Sewer Base Rate	\$	38.10	\$	40.01	\$	40.01	\$	-	\$	1.91	\$	38.10	\$	40.01	
5% Increase Sewer Use Rate	\$	3.53	\$	3.71	\$	3.71	\$	-	\$	0.18	\$	14.12	\$	14.83	
5% Increase Sewer Connection Fee	\$	6,364.18	\$ 6	5,682.39	\$	6,682.39	\$	-	\$ 3	18.21					
											\$	71.58	\$	75.16 \$	3.58

### **RESOLUTION 475-22**

A RESOLUTION OF THE MIDDLETON CITY COUNCIL, MIDDLETON, CANYON COUNTY, IDAHO, TO INCREASE CERTAIN EXISTING FEES BY AMOUNTS THAT DO NOT EXCEED FIVE PERCENT (5%) OF THE FEE FROM THE CURRENT FISCAL YEAR AND IMPOSE NEW SERVICE FEES BEGINNING OCTOBER 1, 2022 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Idaho Code §50-1030 authorizes a municipality to collect fees pertaining to services offered/performed by the City; and,

WHEREAS, the Mayor and Council of the City of Middleton believe that it is in the City's best interest to update its current fee schedule for services provided by the City of Middleton;

WHEREAS, on September 7, 2022, the City Council of the City of Middleton, Idaho, held a public meeting properly noticed under Idaho Code, to consider an increase certain existing fees by amounts that do not exceed five percent (5%) of the fee from the current fiscal year beginning October 1, 2022. The fee increases are necessary to cover increased costs associated with these programs/services;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, as follows:

		_				
UTILITY BILLING	FEE					
	PRIOR FEE	<b>NEW FEE</b>				
Water Base Rate	\$11.68	\$12.26				
	\$1.92/1,000	\$2.02/1,000				
Water Use Rate	Gallons	Gallons				
Water Use hate	Gallotts	Gallons				
Wastewater Base Rate	\$38.10/Month	40.01/Month				
		\$3.71/1000				
	40.50/4000	•				
	\$3.53/1000	gallons times				
	gallons times the	the monthly				
	monthly average	average Nov-				
Wastewater (Sewer) Use Rate	Nov-March	March				

### NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, as follows:

<u>Section 1</u>: This Resolution is effective September 7, 2022.

Section 2: The City Clerk is directed to update the fee schedule to reflect revised fee amounts.

PASSED BY THE COUNCIL OF THE Cl of September 2022.	TTY OF MIDDLETON, IDAHO THIS 7 <sup>th</sup> day
	CITY OF MIDDLETON
ATTEST:	Steven J. Rule, Mayor

Jennica Reynolds, Deputy Clerk

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#### AMENDED AND RESTATED

### LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (the "Agreement") is made and entered into this 29<sup>th</sup> day of July, 2022, between The City of Middleton, an Idaho municipality, ("Lessor"), and Knife River Corporation - Mountain West. a Delaware corporation, ("Lessee"). Lessor and Lessee may be referred to herein, individually, as a "Party", or, collectively, as the "Parties".

### RECITALS

- A. WHEREAS, Lessor is the owner of the real property more particularly described on <u>Exhibit A</u> attached hereto and made a part hereof (the "**Premises**"); and,
- B. WHEREAS, Lessor and Lessee desire to enter into an exclusive agreement for the drilling, blasting, mining, crushing, screening, hauling, scaling, stockpiling and selling rock, aggregate, sand, and related materials and by-products thereof from the Premises; and,
- C. WHEREAS, the Parties previously entered into that certain Lease Agreement on the 14<sup>th</sup> day of April, 2021, which agreement was recorded in the office of the Canyon County Recorder as Instrument No. 2021-027369; and,
- D. WHEREAS, the Parties have determined that certain amendments should be made thereto; and,
- E. WHEREAS, the Parties prefer the execution of an amended and restated agreement as the method of memorializing said changes; and,
- F. WHEREAS, the changes contemplated by the parties address the length of time for the agreement between them, an amendment to the method by which the Lessor is compensated for the gravel and fill space being purchased by Lessee, and other associated changes; and,
- G. WHEREAS, the Parties intend this Amended and Restated Lease Agreement to void and replace the prior agreement between them.

NOW, THEREFORE, the parties agree as follows:

- 1. Effective Date: This Agreement shall be effective on the date first set forth above.
- 2. <u>Premises:</u> This Agreement shall cover the Premises. Lessor warrants that Lessor has title to the Premises and the rock, sand, granite, limestone, basalt, traprock, stone, and gravel and any other materials (collectively the "**Materials**"), free of any encumbrances that affect the rights and interests of the Lessee under this Agreement, and Lessor does hereby lease the Premises to Lessee. Lessee shall have the exclusive right to mine and extract Materials, transport and stockpile on, over and across the Premises Materials mined on the Premises. Lessor has title to the Premises and

the right to deposit clean fill, inert materials, and similar material at the Premises ("Clean Fill"). Lessee shall have the exclusive right to deposit Clean Fill at the Premises.

- 3. <u>Ingress and Egress to Premises:</u> Lessor warrants that it has legal access (the "Access") to the Premises that is suitable for the uses and activities contemplated herein. Lessor hereby grants to Lessee during the term of this Agreement the non-exclusive right to use the Access for the uses and activities contemplated herein. Lessee shall have the right to construct and build, at Lessee's cost and expense, upon Lessor's Premises, such conveyors and haul roads as deemed necessary by Lessee to mine, excavate and process the Materials and deposit the Clean Fill. Lessor shall, upon the request of Lessee, cooperate in obtaining such permits, licenses and approvals as are necessary to allow Lessee to build and construct such new roads on the Premises, but all such permits, licenses and approvals shall be at the cost and expense of Lessee. Lessor shall provide access as depicted in <u>Exhibit B</u> and allow operation, ingress, and egress of material by heavy truck from 6am-10pm, 6 days a week (Monday through Saturday) at all times. In addition, Lessor shall provide access necessary to meet schedule demands of public works contracts up to and including 24 hours a day, 7 days a week. Lessor requires 14-day notification of public works contracts, and requires ingress and egress of material by heavy trucks along S. Cemetery Road and SH44 for any 24-hour operation.
- 4. <u>Term:</u> The initial five (5) year term of this Agreement shall commence as of the Effective Date and shall terminate on **December 31st, 2027**.
- 5. Extension: If Lessee is not in default in the performance of this Agreement and has not recovered the Base Recovery Amount and Prepaid Royalty under Sections 12 and 13 below, Lessee shall have the exclusive right and option to extend this Agreement for additional periods of two (2) years each, to wit: If Lessee elects to exercise an option to extend, it should do so not less than forty-five (45) days prior to the commencement date of the option being exercised. Notice of exercise of this extension option shall be given in writing by Lessee to Lessor. After the Recovery Amount and Prepaid Royalty have been recovered, extensions of this Agreement shall be at the sole discretion of Lessor.
- 6. Removal of Materials; Deposit of Fill: Immediately upon the Effective Date, Lessee shall have the sole and exclusive right to enter upon the Premises for the purpose of exploring for, developing, excavating, processing, stockpiling, quarrying, removing 100% of excavated Materials, and selling Materials during the contract term. Lessee shall have the sole and exclusive right to enter upon the Premises for the purpose of depositing Clean Fill. Lessor may enter the Premises for any reason at any time as long as said entry does not unreasonably interfere with Lessee's operations. On or about the 15<sup>th</sup> day of each month, Lessee shall provide written monthly updates on the then-current progress and status of all material removal and fill deposits at the Premises. Updates shall include a monthly summary and cumulative total of all Materials removed and all Clean Fill placed, in units agreed upon by Lessor. Lessor shall have the right to control the phasing of which areas of the Premises are mined and which areas are filled with clean fill.
- 7. <u>Erection of Plant and Facilities:</u> Lessee shall have the sole and exclusive right to erect and operate portable plants on the Premises which may be necessary or convenient for the mining, manufacturing, processing or removal of Materials. Lessee shall be responsible for obtaining any

permits necessary to erect and operate such plants or facilities upon the Premises and Lessor shall reasonably cooperate with such applications at no cost to Lessor, except any building permit fees or other third-party fees that may be required.

- 8. <u>Noise, Odor, Light, Vibration, Dust:</u> Lessee shall comply with all Middleton City Code requirements regarding noise, odor, light, dust, vibration and other nuisances in effect during the term of this Agreement. Lessee shall comply with all regulatory signage including vehicle speeds, and use of air brakes.
- 9. <u>Utilities:</u> Lessee shall have the right to install and have installed on the Premises, at Lessee's expense, all utilities required by Lessee for Lessee's operations on the Premises and Lessee shall pay for all water, gas, heat, light, power, telephone, and other utilities and services supplied to the Premises, and used by Lessee, together with any taxes thereon.
- 10. <u>Stockpile Areas:</u> Lessee shall have the sole and exclusive right to stockpile on the Premises the Materials manufactured or processed on the Premises. Upon the termination of this Agreement, Lessee shall have six (6) months following termination to remove stockpiled Materials.
- 11. Royalty: Lessee agrees to pay Lessor as rental and royalty for the Materials removed from the Premises at two dollars and thirty-six cents (\$2.36) per ton as measured by certified scales installed at Lessee's expense for the current lease term and all subsequent terms. Lessee agrees to pay Lessor as dump fee for any Clean Fill deposited at the Premises at one dollar (\$1.00) per ton as measured by certified scales installed as Lessee's expense for the current lease term and all subsequent terms. The foregoing rentals/royalty/dump fees shall be referred to as the "Royalty/Dump Fee." After the first two years of this Agreement, Lessor shall have the option to renegotiate the royalty/dump fee, and the parties each agree to renegotiate in good faith based on then-current market conditions. The Lessor may initiate subsequent renegotiations, but not at a rate exceeding once per-year. Current certification of the scales used as the Premises shall be provided to Lessor within twenty-four (24) hours of request.
- 12. <u>Prepaid Royalty:</u> Lessee paid Lessor a Prepaid Royalty ("**Prepaid Royalty**") upon Effective Date of the original lease agreement a sum in the amount of Four Hundred Thousand Dollars (\$400,000.00), the Prepaid Royalty has been exhausted as of the Effective Date of this agreement.
  - 12.1 Lessee agrees to sell Materials to Lessor at market (published) prices.
  - 12.2 Lessee agrees to allow Clean Fill deposits to Lessor at no cost.

Roundabout Construction: Lessee has opted to construct certain roadway improvements at Lessee's initial expense as an additional, alternative method of payment of Royalties/Dump Fees. Lessee shall construct the roundabout (the "Roundabout") depicted in the Sawtooth Roundabout construction documents, plans, and specifications attached hereto as <a href="Exhibit C">Exhibit C</a> (the "Plans"). Lessee shall be credited with the actual cost of said construction, along with financing costs and bonding costs associated therewith. The final amount credited to Lessee under this section shall be agreed to by the Parties, in writing, and shall be known as the "Base Recovery Amount". Lessee's right to recover the Base Recovery Amount shall perfect as when construction work has begun or

cost towards the construction work are incurred (whichever comes first). An agreeable tracking and reconciliation process will be adhered to which keeps track of materials going out of the pit as well as roundabout work completed by the Lessee. In the event the construction of the Roundabout is delayed, cancelled, or otherwise stalled due to circumstances beyond Lessee's control for a period of sixty (60) days or more, Lessor shall compensate Lessee, by an increase in the Base Recovery Amount, for direct costs incurred by Lessee pertaining to the construction of the Roundabout through the date of notification of any delay or cancellation by Lessor or as a result of any other circumstance beyond Lessee's control.

The parties estimate for the cost of construction and financing is attached hereto as Exhibit D. Lessor has already prepared the Plans attached hereto as Exhibit C, and Lessor shall be responsible for said Plans and their contents. Lessee shall construct the roadway improvements so that the same strictly conform to the Plans and with all applicable federal, state, and local laws, rules, regulations, and standards, including the Idaho Standards for Public Works Construction, and Middleton Supplement to the ISPCW. Lessor shall provide Lessee with access to the City Engineer for any questions that arise related to the Plans, said questions to be submitted as Requests for Information (RFI). References in this Agreement to the Plans shall include the Idaho Standards for Public Works Construction.

- 12.1. <u>Bonding.</u> If Lessee chooses to construct the Roundabout, Lessee shall first obtain a performance bond and warranty bond, to the reasonable satisfaction of Lessor.
- 12.2. <u>Resident Project Representative.</u> The Lessor shall provide or obtain the services of a qualified engineer to act as the Resident Project Representative for the construction of the Roundabout. Lessee and Lessor acknowledge the Resident Project Representative shall have those duties and authorities set forth in Exhibit E.
- 12.3. Determining Actual Costs for Base Recovery Amount. Prior to construction of the Roundabout, Lessee shall provide an itemized proposal of all costs associated with said construction, including all financing and bonding costs. Lessee shall use a schedule of costs provided by Lessor and include as separate amounts all financing and bonding costs. Lessee shall use reasonable fair market values that would be applicable in arms-length transactions in determining the appropriate costs to include in said estimate. Lessor shall review said estimate in a timely manner and shall either approve or reject said proposal. If said estimate is approved, Lessee shall proceed with construction. Said approval shall be provided in writing.
- 12.4. <u>Timing.</u> The construction of the Roundabout shall be completed within 150 days of the issuance of a written notice to proceed. The final day of the foregoing period shall be known as the "Completion Date." The Lessee acknowledges that the Lessor will suffer irreparable harm by delays in the construction of the Roundabout and that actual damages would be difficult to calculate. Lessee, therefore, agrees to pay to Lessor liquidated damages in the amount of five hundred dollars (\$500) per day for each day the Roundabout is not completed following the Completion Date. Lessee and Lessor waive any right to claim that the foregoing amount is miscalculated or unreasonable.

Lessor agrees that utility relocation, permitting, or design delays associated with the project are not the responsibility of the Lessee and will be considered compensable delays for time and cost as deemed appropriate, and costs associated therewith will be added to the Base Recovery Amount.

- 12.5. <u>Traffic Control.</u> Lessee shall coordinate all traffic control activities necessary during the construction of the Roundabout. Lessor shall provide Lessee with a traffic control plan, with which Lessee shall comply.
- 12.6. Change Orders. Lessee and Lessor acknowledge that written agreements increasing or decreasing the total Base Recovery Amount may be necessitated by unknown conditions and changes in the conditions impacting construction of the Roundabout ("Change Orders"). Any such change orders shall not be effective unless made in writing. Lessor and Lessee acknowledge that change orders not materially changing the scope of the project, nor necessarily forcing Lessee to terminate the project for cost or impossibility, are within the reasonably foreseeable scope of the work necessary to construct the Roundabout and such change orders shall not be grounds for a modification of the general terms of this Agreement. Change orders agreed to in writing shall also modify the Base Recovery Amount by increasing or decreasing said amount in the exact sums added or removed from the cost of construction by the execution of said Change Orders.
- 12.7. <u>Lessee Responsibilities for Means and Methods.</u> Lessor shall not have the responsibility to supervise, direct, or have control over the work related to the Construction of the Roundabout, nor shall Lessor have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Lessee, for security or safety at the construction site, for safety precautions and programs incident to the work, for the coordination of the Lessee's work or schedules, or for any failure of Lessee to comply with Laws and Regulations applicable to the performing and furnishing of its work.
- 12.8. <u>Dedication.</u> At the completion of construction, or upon the termination of this Lease, whichever occurs first, Lessee shall take all necessary steps to dedicate the Roundabout to the Lessor. Dedication shall be made within thirty (30) days of the completion of the Roundabout. Lessor shall accept dedication thereof if the Roundabout is constructed in a manner compliant with the Plans and this Agreement.
- 12.9. <u>Warranty; Workmanlike Manner of Construction.</u> Lessee shall complete the construction of the Roundabout in a workmanlike manner. Lessee shall warrant the work done by Lessee and its contractors and subcontractors for a period of one (1) year following the day on which the Roundabout is dedicated to the Lessor.
- 12.10. <u>Compliance with All Laws.</u> Lessee shall comply with any and all federal, state, and local laws applicable to the construction of the Roundabout.

- 13. Method of Royalty Payment: When the royalties/dump fees owed by Lessee exceed the Pre-Paid Royalty and Base Recovery Amount paid to date, Lessee shall pay Lessor the royalty/dump fee on a monthly basis. Until such time, Lessee shall keep records of materials removed or deposited and the balance of the Prepaid Royalty and Base Recovery amounts. On or before the 15<sup>th</sup> of each month, Lessee shall send to Lessor payment and/or an accounting for the Materials removed and deposited, if any, from the Premises during the preceding month. Upon request, and no more than one time per year, Lessor shall have the right to review and audit such records of Lessee as reasonably necessary to confirm the accuracy of royalty payments made to Lessor.
- 14. Payment of Taxes and Assessments: Lessor shall pay all real property taxes and assessments on the Premises. Lessor shall provide Lessee with evidence of the payment of such taxes each year. Lessee shall pay all personal property taxes on equipment placed or used on the Premises. Lessee shall be responsible for and pay any taxes imposed by a governmental authority on the removal and/or processing of the Materials; provided, however, that Lessor shall be responsible for all state, federal and local income taxes or similar taxes payable on the royalties received by Lessor hereunder. Lessee shall be responsible for any and all assessment by irrigation districts, water companies, drainage districts, flood control districts, or others for the life of the lease.
- 15. Removal of Equipment; Grading: All equipment and personal property placed upon the Premises during the term of this Agreement by Lessee shall remain the property of Lessee. Such equipment and personal property shall be removed by Lessee within six months of expiration of this Agreement. Additionally, at the termination of this Agreement, Lessee shall grade and compact the Premises to such elevations and compactions as shall be prescribed by Lessor. Lessor shall provide a grading/reclamation plan which shall set forth the requirements for the foregoing activities for the Premises to Lessee within sixty (60) days of the termination of this Agreement, and Lessee's shall accomplish said grading within six (6) months of the termination of this Agreement.
- 16. <u>Lessee's Right to Terminate:</u> Lessee reserves the right to terminate this Agreement upon one hundred twenty (120) days written notice to Lessor, if:
  - 16.1. The Material sources upon the Premises have been exhausted or are deemed to have been exhausted or if the Material sources are no longer commercially reasonable to mine due to quality, quantity, or otherwise; or
  - 16.2. Lessee is prohibited from mining the Material by government action, as long as such prohibition is not a result of any fault or negligent act of Lessee.
- If Lessee terminates this agreement for convenience or without cause no additional Prepaid Royalty or Base Recovery shall be due to Lessee, and the balance thereupon shall be zeroed out and considered paid-in-full.
- 17. <u>Lessor's Right to Terminate:</u> In addition to the other remedies set forth herein, Lessor reserves the right to terminate this Agreement if Lessee breaches any of its obligations under this lease and fails to cure the default upon thirty (30) days written notice to Lessee, however, if the

Base Recovery and Prepaid Royalty have not been fully repaid, Lessor shall not terminate this Agreement, except pursuant to the process set forth below:

- 17.1. If Lessee breaches any of its obligations under this lease which frustrate the purpose of this Lease as a whole, Lessor shall notify Lessee in writing.
- 17.2. If Lessee fails to cure said default within thirty (30) days, Lessor shall provide Lessee with a subsequent notice setting forth the materiality of said breach and/or the facts which cause said breach to frustrate the purpose of this Agreement as a whole.
- 17.3. Lessee shall respond within thirty (30) days, setting forth (a) the Lessee's plan to remedy said breach as quickly as reasonably practicable, and/or (b) the Lessee's position and assessment of the facts underlying the asserted default, and Lessee's explanation for why said facts either (i) do not constitute a breach of this Lease, or (ii) why said facts do not constitute a material breach of this lease or a frustration of the purpose of this Lease as a whole.
- 17.4. Lessor shall notify Lessee within fourteen (14) days as to whether Lessee's plan/explanation is satisfactory to Lessor.
- 17.5. In the event Lessor determines that Lessee's plan/explanation is unsatisfactory, Lessor and Lessee agree to submit their dispute to a mediator, mutually agreed upon by the parties, which mediator shall be located within Canyon County, or Ada County, State of Idaho. In the event the parties cannot agree to a mediator, each party may engage their own mediator, which two mediators shall attempt to mediate the dispute jointly.
- 17.6. The parties shall participate in good faith in the mediation and attempt to resolve the dispute between them.
- 17.7. Each party shall bear one half (1/2) of the cost of the mediator(s), and each party shall bear all of its own costs, fees, and expenses related to said mediation.
- 17.8. In the event the parties fail to resolve the dispute between them in mediation, either party may file an action in District Court in the Third Judicial District in and for Canyon County, State of Idaho, seeking a declaratory judgment as to whether Lessee's actions constitute a material breach of this Agreement and/or whether Lessee's actions frustrate the underlying purpose of this Agreement as a whole.
- 17.9. In the event a court of competent jurisdiction finds that Lessee's actions frustrate the underlying purpose of this Agreement as a whole, **such that the stated purposes of this agreement are not being achieved**, Lessor may terminate this Agreement based thereon, said court will also determine monetary damages payable to Lessor or Lessee.

#### 18. Covenants of Lessee: Lessee shall:

- 18.1. Conduct all of its activities under this Agreement and reclaim the Premises in accordance with all federal and state laws, rules, regulations, and in accordance with any applicable permits.
- 18.2. Maintain general liability insurance in the amount of \$2,000,000.00. Lessor shall be named as an additional insured upon such policy of insurance and shall, upon request of Lessor, be furnished either with a certificate showing that such insurance is in force and effect.

- 18.3. Not cause any hazardous substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those hazardous substances typically used or sold in the prudent and safe operation of the businesses allowed hereunder. Lessee may store such hazardous substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws, now in effect or hereafter enacted, and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the Premises. Upon the expiration or termination of this Agreement, Lessee shall remove from the Premises all hazardous substances brought on the Premises during the term of this Agreement. The term "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order, now in effect or hereafter enacted, pertaining to the protection of health, safety or the environment.
- 19. <u>Covenants of Lessor:</u> Lessor covenants, represents and agrees as follows:
  - 19.1. Lessor has received no written notice from any governmental agency of any violation of any statute, law, ordinance, deed restriction, rule or regulation with respect to the Premises. There is no pending or threatened litigation, condemnation proceeding or annexation proceeding affecting the Premises, and there are no governmental assessments not disclosed herein or any agreements to convey any portion of the Premises, or any rights thereto, to any party other than Lessee, including, without limitation, any government or governmental agency.
  - 19.2. To the best of Lessor's knowledge (i) the Premises have never been used for the storage or disposal of any hazardous substances, and (ii) there are no environmentally hazardous substances contained on or under the Premises and the Premises have not been identified by any governmental agency as a site upon which environmentally hazardous substances have been or may have been located or deposited.
  - 19.3. Lessor shall cooperate with Lessee to allow productive mining and hauling from the Premises, Lessor shall provide suitable heavy truck access as depicted in <a href="Exhibit B">Exhibit B</a> and allow operation, ingress, and egress of material by heavy trucks from 6am- 10pm, 6 days a week (Monday through Saturday). In addition, Lessor shall provide access necessary to meet schedule demands of public works contracts up to and including 24 hours a day, 7 days a week. Lessor requires 14-day notification of public works contracts, and requires ingress and egress of material by heavy trucks along S. Cemetery Road and SH44 for any 24-hour operation.
  - 19.4. Lessor agrees to cooperate, at no cost to Lessor, with Lessee in obtaining all required permits for Lessee's intended use of the Premises. Lessor shall not object to Lessee's use of the Premise so long as such use is in accordance with the terms of this Lease, applicable law, and any applicable permits.
- 20. <u>Assignment and Sublease</u>: Except as otherwise provided herein, no part of the Premises or the rights granted Lessee hereunder may be assigned, mortgaged, or subleased, nor may a right to

use any portion of the Premises or any other benefits be offered on any third person, without the prior written consent of Lessor.

- 21. <u>Right of First Refusal:</u> Unless otherwise prohibited by law, Lessor irrevocably grants to Lessee the right of first refusal to lease any other aggregate sources offered by Lessor for an amount equal to any bonafide written offer tendered to Lessor by any third party during the term of this Agreement.
- 22. <u>Successors:</u> This Agreement shall apply to, and bind and inure to the benefit of, the successors and permissible assigns of the parties hereto. This Agreement shall run with the land and bind any and all successors in interest thereto. Any sale or transfer of the Premises by Lessor shall be made subject to the terms of this Agreement.
- 23. Governing Law and Venue: The parties agree and consent that any action at law, suit in equity or other jurisdictional proceeding brought for the enforcement of this Agreement or arising from any provision thereof shall be instituted only in the courts located in the state where the Premises is located. The interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where the Premises is located except for any rule of law which would make the law of any other jurisdiction applicable.
- 24. <u>Default:</u> A default may be declared upon the failure of either party to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by such party, where such failure shall continue for a period of thirty (30) days after written notice thereof from the non-defaulting party; provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if the defaulting party commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default or breach hereof, the non-defaulting or nonbreaching party shall be entitled to all rights and remedies afforded by law, which rights shall be cumulative and shall survive the termination of this Agreement.
- 25. <u>No Penalty for Early Repayment:</u> Lessor reserves the right to pay Lessee at any time, and in any amount, money for the purpose of decreasing the remaining amounts of the Prepaid Royalty and Base Recovery Amount, as they may exist from time to time. Lessee shall accept said payments and shall credit Lessor in the amount of such payments in Lessee's accounting of the foregoing balances.
- 26. <u>No Interest Accruing:</u> The Parties acknowledge that all interest and financing costs for any improvements constructed or prepayments made by Lessee have been adjusted for in determining the principal amounts of said sums, and the Parties acknowledge that no interest shall accrue on the Prepaid Royalty or Base Recovery Amount.
- 27. <u>No Joint Venture; Liability:</u> The Parties do not intend to create any new entity, joint venture, employee/employer relationship, or any other similar relationship. The parties hereto are independent entities. As such, each entity shall be responsible for the acts and omissions of its own

employees, agents, officers, contractors, invitees, customers, and any other similar individuals or entities.

- 28. <u>Attorney Fees:</u> In the event that suit or action shall be filed by either of the parties to enforce or establish any rights or remedies under this Agreement, the party prevailing in such suit shall be entitled to recover such additional sum from the other party as the court may adjudge reasonable as attorney fees in such suit or action and in any appeal therefrom.
- 29. <u>Notices:</u> All notices required or permitted by this Lease shall be in writing and deemed given when: (a) personally delivered to the recipient, (b) five (5) days after deposit in the United States mail, certified and postage prepaid, or (c) two (2) days after delivery to a reputable overnight courier and addressed as follows:

**Lessor:** City of Middleton

1103 W Main Street Middleton, Idaho

with a copy sent to:

ATTN: City of Middleton

Hamilton, Michaelson & Hilty, LLP

1303 12<sup>th</sup> Ave. Rd. Nampa, ID 83686

**Lessee:** Knife River Corporation – Mountain West

5450 W. Gowen Road Boise, Idaho 83709 Attn: Josh Smith

or to such other address as may be specified from time to time by either of the parties in writing.

- 30. <u>No Waiver:</u> The waiver of any breach of any term, covenant, or condition herein contained shall not be deemed to be a subsequent waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 31. <u>Certificate:</u> Each party (the "**Responding Party**") shall, within ten (10) days after written request by the other party (the "**Requesting Party**"), execute and deliver to the Requesting Party an estoppel certificate provided by the Requesting Party: (a) certifying that this Agreement is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the royalties and all payment due have been paid, (c) certifying that to the best of the Responding Party's knowledge there are no uncured events of default hereunder (or, if any uncured events of default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by the Requesting Party. The failure of the Responding Party to deliver any such certificate within such time shall be conclusive upon the Responding Party that: (w) this Agreement is in full force and effect and has not been modified,

- (x) the royalties and all sums due have been paid through the date of such written notice, (y) there are no uncured events of default by the Requesting Party hereunder and (z) the other certifications so requested are in fact true and correct.
- 32. <u>Anti-Boycott Against Israel Act (Idaho Code § 67-2346) Certification.</u> Lessee warrants that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.
- 33. <u>Memorandum of Agreement:</u> The parties hereto agree that a Memorandum of this Agreement, in the form attached hereto as <u>Exhibit F</u>, shall be recorded in the deed records of the county in which the Premises is located. In the event of any termination of this Agreement, Lessee will execute and deliver to Lessor any and all documents necessary to show, as of record, that the Agreement has been terminated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

# 

Notary Public for

Residing at

		My commission expires	
		KNIFE RIVER CORPORATE	ΓΙΟΝ – MOUNTAIN
	By:		
	Its:		
STATE OF	) ) ss.		
		before me onas	(date) by of Knife River
		Notary Public for Residing at	
		Residing at My commission expires	

#### **EXHIBIT E**

## Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

- A. Lessor shall furnish a Resident Project Representative (the "RPR") to assist Lessor in observing progress and quality of the construction of the Roundabout (the "Work"). The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Lessor's representative, will act as directed by and under the supervision of Lessor, and will confer with Lessor regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Lessor shall endeavor to provide further protection against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Lessee (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Lessee, for security or safety at the construction site, for safety precautions and programs incident to the Work or any Lessee's work in progress, for the coordination of the Lessee's work or schedules, or for any failure of Lessee to comply with Laws and Regulations applicable to the performing and furnishing of its work.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Lessor and Lessee. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Lessee.
  - 2. Schedules: Review the progress schedule, schedule of shop drawing and sample submittals, schedule of values, and other schedules prepared by Lessee and consult with Lessor concerning acceptability of such schedules.
  - 3. Conferences and Meetings: Attend meetings with Lessee, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Lessee's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  - 4. Safety Compliance: Comply with site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the site.
  - 5. Liaison:
    - a. Serve as Lessor's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Plans.
    - b. Assist in obtaining from Lessor additional details or information, when required for proper execution of the Work.
  - 6. Clarifications and Interpretations: Receive from Lessee submittal of any matters in question concerning the requirements of the Plans (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the construction documents. Report to Lessor regarding such RFIs.

Report to Lessor when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Lessor's clarifications, interpretations, and decisions to Lessee.

- 7. Shop Drawings and Samples: Advise Lessee and Lessor of the commencement of any portion of the Work requiring a shop drawing or Sample submittal.
- 8. Proposed Modifications: Consider and evaluate Lessee's suggestions for modifications to the Plans, and report such suggestions, together with RPR's recommendations, if any, to Lessee.
- 9. Review of Work; Defective Work:
  - a. Report to Lessee whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Plans, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Plans.
  - b. Inform Lessee of any Work that RPR believes is not defective under the terms and standards set forth in the Plans, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Lessor for addressing such Work; and
  - c. Advise Lessor of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

### 10. Inspections, Tests, and System Start-ups:

- a. Consult with Lessor in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Lessor's personnel, and that Lessee maintains adequate records thereof.
- c. Observe, record, and report to Lessor appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Lessee has arranged for inspections required by all federal, state and local laws and regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Lessor.

#### 11. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Plan including all change orders, addenda, additional drawings issued subsequent to the execution of the Agreement, RFIs, Lessor's clarifications and interpretations of the Plans, progress reports, approved shop drawing and sample submittals, and other project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Lessee's hours on the site, subcontractors present at the site, weather conditions, data relative to questions of change orders or changed conditions, site visitors, deliveries of

equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Lessor.

- c. Upon request from Lessor, photograph or video Work in progress or site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all contractors, subcontractors, and major suppliers of materials and equipment.
  - e. Maintain records for use in preparing project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

## 12. Reports:

- a. Furnish to Lessor periodic reports as required of progress of the Work and of Lessee's compliance with the progress schedule.
- b. Draft and recommend to Lessor proposed Change Orders. Obtain backup material from Lessee.
- c. Furnish to Lessor copies of all inspection, test, and system start-up reports.
- d. Immediately inform Lessor of the occurrence of any site accidents, emergencies, acts of god endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition.
- 13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Plans to be assembled and furnished by Lessee are applicable to the items actually installed and in accordance with the Plans, and have these documents delivered to Lessor for review.

#### 14. Completion:

- a. Participate in Lessor's visits to the site regarding completion of the Roundabout and assessment of fitness for dedication to Lessor.
- b. Participate in Lessor's visit to the site to determine completion of the Work and prepare a final punch list of items to be completed or corrected by Lessee.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Lessor concerning acceptance of the Roundabout.

#### D. Resident Project Representative shall not:

1. Authorize any deviation from the Plans or substitution of materials or equipment (including "or-equal" items).

- 2. Undertake any of the responsibilities of Lessee or its contractors, subcontractors, or suppliers.
- 3. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work.
- 4. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Lessee or Lessor.
- 5. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Lessor.

Accept Shop Drawing or Sample submittals from anyone other than Lessee.



# On-Call Professional Services Task Order

Consultant Name:	T-O Engineering
Task Order Number:	T-O #3
Project Number:	Additional survey around Grove Park
Grove Park as described	I topographic survey including utility and surface features on and around in email correspondence between Jason Van Gilder and Pat Colwell dated product will be a a basemap depicting the above information.
Budget for Services:	Not to Exceed \$6,000
Schedule:	Work to be completed within 45 days of authorization
Budget Code:	02-431-540 Streets – Land Acquisition
Primary City Contact:	Becky Crofts, City Administrator

	Consultant Acceptance	
Principal	Patrick Colwell	8/23/22
Title	Name further further	Date
Authoriza	tion (Mayor's signature required only for tasks in excess of	of \$4,999)
Title	Signature	Date
City Administrator:	Decry CH	8/23/22
Treasurer:		11
Mayor:	In 1 Kill	8/23/22
	$\sim$	

From:

Pat Colwell

To: Cc: Jason VanGilder

Becky Crofts; Amy Woodruff; Rob OMalley

Subject:

RE: Survey of Grove Park

Date: Attachments: Tuesday, August 16, 2022 6:52:54 AM image001.png

image002.png image003.png

image004.png image005.png image006.png Higginson Survey.pdf

Jason.

I met with Rob yesterday and we went over the scope and what data we have in the area, already. To complete the boundary and topographic surveys, utility mapping and survey of surface features, and then create a base map of that information will be approximately \$6,000. We can do this as a time and materials addendum to the Middleton Road project if you'd like. If you approve of this, a simple reply to this email and we will get you on the schedule immediately.

If you'd like a formal scope and estimate, I can get that to you, but it might just take me a day or two. I just wanted to get this option to you as soon as possible, since it sounds like the City and Higginsons are trying to move quickly.

Thanks.

Pat

PATRICK COLWELL, PE (ID, OR, WA) | Project Manager



#### T-O ENGINEERS

332 N. Broadmore Way | Nampa, Idaho 83687 O 208-442-6300 | C 208-631-9661

www.to-engineers.com







From: Jason VanGilder < jvangilder@middletoncity.com>

Sent: Friday, August 12, 2022 8:44 AM

To: Pat Colwell colwell@to-engineers.com>

**Cc:** Becky Crofts <a href="mailto:bcrofts@middletoncity.com">bcrofts@middletoncity.com</a>; Amy Woodruff <a href="mailto:amy@civildynamics.net">amy@civildynamics.net</a>

**Subject:** Survey of Grove Park

Pat,

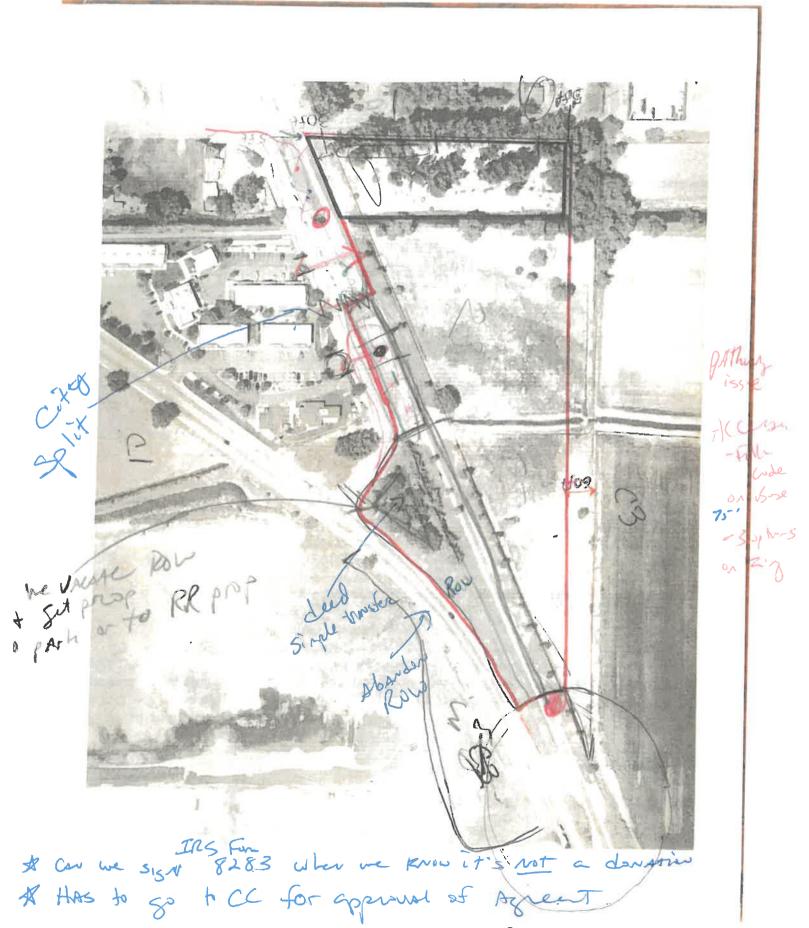
Can I get a scope of services for a survey of the Grove Park parcel immediately north of the proposed round about that picks up existing utilities in the area.

It would generally encompass the existing trail, Grove Park, and right-of-way adjacent to the area highlighted in red on the attached.

Please give me a call if you have any questions.

Thank you, -Jason

Jason Van Gilder, PE
Public Works Director
CITY OF MIDDLETON
1103 W. Main St.
Middleton, ID 83644
208.585.3133 (Main)
jvangilder@middletoncity.com



C



CITY OF MIDDLETON, ID - SOURCEWELL CONTRACT PRICING #101221-VTR				
2022 Vactor HXX PD, 18" Vacuum, 12 Yrd Debris, 1200 Gal Water - See Specs	\$397,622.40			
2023 Kenworth T800 SBA, 450 HP, Auto, 76,000 GVWR - See Specs	\$153,880.00			
Dealer Costs - Pre-Delivery Inspection, Training, Etc.	\$6,000.00			
Total	\$557,502.40			
ACCEPTED BY:				
DATE:				

**List Summary** 

Order Qty	Part Number	Description	Sourcewell Pr
1	21HXPD36	HXX PD, 18" Vacuum, 12 yrd Debris, 1200 Gal Water	\$306,299.83
1	H160STD	Mandatory Transfercase Mounting Charge	\$0.00
1	H002STD	DigRight Technology	\$0.00
1	H015ASTD	Blower-Roots 824RCS/18"	\$0.00
1	H011STD	Aluminum Fenders	\$0.00
1	H012STD	Mud Flaps	\$0.00
1	H016STD	Sealed Electrical System	\$0.00
1	H017ASTD	Single Cyclone Separator	\$0.00
1	H020STD	Double Acting Dump Hoist	\$0.00
1	H022STD	2" Y-Strainer w/25' Fill Hose	\$0.00
1	H026STD	Exten Steel Debris Body	\$0.00
1	H040STD	Electronic Low Water Indicator	\$0.00
1	H047STD	Flat Rear Door w/Hyd Locks/Lift	\$0.00
1	H048STD	8" ID Vacuum System	\$0.00
1	H049STD	Multi Flow System	\$0.00
1	H050STD	Handgun Kit 5gpm/10gpm	\$0.00
1	H051STD	75' Retractable Handgun Reel	\$0.00
1	H055STD	Vacuum Relief	\$0.00
1	H056STD	Electronic Back-Up Alarm	\$0.00
1	H057STD	3" Water Tank Drain	\$0.00
1	H058STD	2-1/2" Cam-Lok Water Fill Fitiings	\$0.00
1	H059STD	Control Panel Boom Control	\$0.00
1	H060STD	Circuit Breakers	\$0.00
1	H061STD	Tow Hooks Rear	\$0.00
1	H063STD	Hydrant Wrench/Tool Package	\$0.00
1	H067STD	Debris Body Deflectors	\$0.00
1	H068STD	S.S. Float Ball Shut Off	\$0.00
1	H069STD	Manual hand pump for boom hydraulic override	\$0.00
1	H080STD	Electronic Low Water Indicator	\$0.00
1	H101STD	1200 Gallon Poly Water Tank	\$0.00
1	H102BSTD	6" Rear Door Knife Valve w/Camloc, 3:00 position -	\$0.00
1	111020310	Standard	\$0.00
1	H103STD	Control Cabinet Tool Box - 36w x 24h x 12d	\$0.00
1	H104STD	Water Pump Cabinet Tool Box - 50w x 30h x 30d	\$0.00
1	H105STD	Digging Lance Package	\$0.00
1	H106BSTD	3 - Fixed Jet Nozzles	\$0.00
1	H107BSTD	4- Vactor Rotator Nozzle	\$0.00
1	H127STD	Grounding cable to tie debris body, sub frame, and	\$0.00
_	11127310	chassis	ψο.σς
1	H1025STD	8" Inspection Port W/Ladder	\$0.00
1	H1027STD	Removable Boom Turret Box	\$0.00
1	H4011STD	Wireless Remote w/Pump, Vac-Relief - Hand-held	\$0.00
1	H4012STD	Remote Corded Pendant	\$0.00
1	H4017STD	Boom Out of Position Indicator/Alarm	\$0.00
1	H4020STD	Body Out of Position Indicator/Alarm	\$0.00
1	H4019ASTD	ISO 46 Hydraulic Oil	\$0.00
1	H6017STD	,	\$0.00
	H8021STD	Hydraulic Tank Shutoff Valves 8" Vacuum Tube Package w/8" Dig Tube	\$0.00
1		io vacioni inde fackade W/O DICLIONE	1 50 00
1	H8025ASTD	LED Lights, Clearance, Stop, Tail, Turn, Backup	\$0.00

Quote Number: 2022-46803

1	H1015	Folding Pipe Rack, Curbside	\$1,051.48
1	H1015A	Folding Pipe Rack, Streetside	\$1,051.48
1	H1015B	Folding Pipe Rack, Rear Door	\$1,051.48
1	H1022STD	Rear Door Splash Shield	\$0.00
1	H1023	Lube Manifold	\$2,302.78
1	H1023A	Plastic Lube Chart, included with Lube Manifold	\$0.00
1	H1026	Debris Body Vibrator, Electric	\$1,737.27
1	H1030	Sludge Pump Off-Load System- 4"	\$9,205.30
1	H2006	Air Purge	\$1,305.62
1	H2021B	Water Heater, 400,000 BTU's	\$6,725.01
1	H2021D	Glycol Heated and Foil-Backed Closed Cell Insulated Over Fender / Rear Right Hand Toolboxes	\$1,097.07
1	H4004A	7ft Telescoping Boom, 320 deg. with Removable Turret Box	\$5,540.64
1	H4022STD	Telescopic Boom Elbow, Standard	\$0.00
1	H5010C	Cold Weather Package 2 - Includes PTO Cold Weather Recirculator	\$7,740.60
1	H5017A	20 GPM/3000 PSI Water System in lieu of 10 GPM	\$9,456.53
1	H6021	Cyclone Drain Valve	\$713.92
1	H7004C	Front Station Control, Second Operator Station, Spring Retract Hose Reel, Passenger Side	\$4,502.74
1	H8001M	Rear Directional Control, LED Arrowstick	\$1,916.72
1	H8004D	Rear Mounted, LED Beacon Light	\$1,070.88
1	H8004E	Front Mounted, LED Beacon Light	\$1,070.88
1	H8011	Worklights (2), Boom	\$796.37
1	H8015	Work Zone Lighting, (8) LED Lights	\$2,172.80
1	H9006STD	Hydroexcavating Digging Nozzles &Single Jet Spinner	\$0.00
1	H9021	Toolbox, Passenger Side Behind Tandem, 18w x 48h x 24d	\$1,158.18
1	H9021A	Toolbox, Driver Side Behind Tandem, 18w x 48h x 24d	\$1,158.18
1	H9022	Water Tank Toolbox Driver Side, 48w x 24h x 12d	\$933.14
1	H9025A	Toolbox, Driver Side Subframe in lieu of Tool Tray, 104w x 24h x 22d	\$3,204.88
1	H9025STD	Toolbox, Passenger Side Subframe in lieu of Tool Tray, 104w x 24h x 22d	\$0.00
1	H9026A	Toolbox, Driver Side Vertical Toolbox 30w x 66h X 30d, Glycol heated and Insulated.	\$3,724.80
1	H9031B	Camera System, Front, Rear and Both Sides	\$1,228.99
1	H9085B	Heavy Duty Chassis Surcharge	\$4,850.00
1	H9085	2022 Vactor Surcharge	\$3,395.00
1	HP112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$0.00
1	NO LOGOS	No Logos	\$0.00
1	512459-30	TruVac Standard Manual and USB Version - 1 + Dealer	\$0.00
1	R19396	LED strip lighting in all toolboxes; 7 equipped toolboxes/cabinets	\$1,867.25
1	R43142	14 Light Package, 14 Federal Signal Strobe Lights, LED (Amber/White color)	\$3,509.46
1	TOKT450A-2023-CH	Vactor Supplied Chassis, Tandem Axle w/Pusher axle, 2023 Kenworth T800 SBA, 450 HP, Auto, 76,000 GVWR, CARB compliant	\$153,880.00
1	VDS-155	Freight Charges	\$3,800.00
			. ,

Chassis Source - Vactor Supplied Module Paint Match Cab - No

Quote Number: 2022-46803

Module Paint Color - Grey

Module Paint Color Code - 840976EX

Cab Color - White

Certified Unit Weights Required? - No

Chassis Note: None



CIT TRUCKS - PERU (C251) 2650 MAY ROAD PERU, Illinois 61354 VACTOR MANUFACTURING 1621 S ILLINOIS ST STREATOR, Illinois 61364 United States of America

Grant Magerkurth

Cell Phone:

Office Phone: 815 224-4410

Email: gmagerkurth@cittrucks.com

**Jared Dippel** 

# Vehicle Summary

	Unit	Chassis	
Model:	T800 Series Conventional.	Fr Axle Load (lbs):	20000
Type:	FULL TRUCK	Rr Axle Load (lbs):	46000
Description 1:	T800 TOKT450A2023	G.C.W. (lbs):	76000
Description 2:	824 216" CA		
	Application	Road Conditions:	
Intended Serv.:	Construction: Vehicles used in the cons	Class A (Highway)	85
Commodity:	Excavated earth.	Class B (Hwy/Mtn)	10
••••••••••••••••••••••••••••••••••••••		Class C (Off-Hwy)	5
	Body	Class D (Off-Road)	0
Type:	Vacuum tank.	Maximum Grade:	6
Length (ft):	20	Wheelbase (in):	290
Height (ft):	13	Overhang (in):	70
Max Laden Weight (lbs):	4000	Fr Axle to BOC (in):	74
, ,		Cab to Axle (in):	<b>216</b>
	Trailer	Cab to EOF (in):	286
No. of Trailer Axles: Type:	0	Overall Comb. Length (in):	408.5
Length (ft):	0	Special Reg.	
Height (ft):	0	U.S. Domestic registry, 50-state.	
Kingpin Inset (in):	0	o.o. Domeono regiony, ou-state.	
Corner Radius (in):	0		
Contor radias (III).	Ŭ		
	Restrictions		
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		
Approved by:		Date:	

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: April 1, 2021 Deal: T800 TOKT450A2023

Printed On: 12/2/2021 6:12:36 AM



Sales Code	Std/ Opt	Description	\$ List	Weigh
Model				
0000800	S	T800 Series Conventional.  Elastomer bushed front spring pins & heavy-duty shock absorber brackets, 16mm. fasteners from rear cab support to end-of-frame, except tractor taper crossmember. Vinyl inside sunvisors, driver side includes strap & mirror, rider side includes strap; Under-dash center console w/ 2 cup holders, 2-12V outlets & a storage compartment, Glove box door with locking latch.	208,940	16,012
0070066	S	T800: Sloped Hood.	0	
0072001	0	Chassis operation will include stationary application used in lower 48 states [US only]. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	(
0080055	0	CARB Idle Emissions Reduction - Cummins	102	(
0090000	S	Non-Sleeper w/rear axle capacity less than 59K.	0	(
0098405	0	State of Registry: California	0	
Engine 8	& Equi	pment		
0130321	0	X15 450V 450@2000 1650@950 2021 with Intebrake, Productivity Series N09420 C333 0Reserve Speed Limit Offset ( N09380 C334 0Maximum Cycle Distance (C334 N09360 C400 252Reserve Speed Function Reset N09200 C399 120Standard Maximum Speed Limit N09400 C401 10Maximum Active Distance (C40 N09220 C402 0Expiration Distance (C402) N09540 C395 0Expiration Distance (C395) N09260 C121 68Maximum Accelerator Pedal Ve N09440 C234 NOEngine Protection Shutdown ( N09460 C231 NOGear Down Protection (C231) N09580 C133 5Timer Setting (C133) N09680 C233 NOIdle Shutdown Manual Overrul N09480 C132 1400Max PTO Speed (C132) N09300 C128 68Maximum Cruise Speed (C128) N09500 C239 NOCruise Control Auto Resume ( N09520 C238 NOAuto Engine Brake in Cruise N09240 C209 120Hard Maximum Speed Limit (C2 N09780 C190 80High Ambient Temperature Thr N09740 C188 40Low Ambient Temperature Thre N09760 C189 60Intermediate Ambient Tempera N09720 C382 YESEnable Hot Ambient Automatic N09600 C396 YESEnable Impending Shutdown N09640 C206 35Engine Load Threshold (C206) N09560 C225 YESEnable Idle Shutdown Park Br	0	

Printed On: 12/2/2021 6:12:36 AM



Sales Code	Std/ Opt	Description	\$ List	Weigh
1000047	0	CARB Compliant Engine	0	
1000151	S	PremierSpec	0	(
1000244	0	Gearing Analysis: Balance power/economy blend results.	0	(
1000254	0	Customer's Typical Operating Spd: 65 mph.	0	(
1000684		Effective VSL Setting NA	0	
1000858	0	Engine Idle Shutdown Timer Disabled	0	
1000859	0	Enable EIST Ambient Temp Overrule	0	
1000891		Eff EIST NA Expiration Miles	0	
1002080	S	Air compressor: Cummins 18.7 CFM, Naturally Aspirated for Cummins X15 engines	0	
1051086	S	Air cleaner: Powercore engine mount 10 in. w/constant torque SS clamps, pop-up air restriction indicator. Holds 10% more fine dust than 2500. Pop-up indicator is standard.	0	
1105220	S	Fan Hub: Horton 2-Speed for X15	0	
1125640	S	Cooling module: T8SH/T8B 1440 square inches. Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant. Drain valve is not available w/Allison transmissions.	0	
1160105	0	Radiator winterfront.	134	
1247234	S	EXH: 2021 RH Under DPF/SCR with RH SOC Vertical tailpipe. Not 2.1m high roof sleepers	0	
1290136	S	Tailpipe: 5 in. single 36 in. 45 degree curved.	0	
1321109	S	Fuel Filter:PACCAR Standard Service Interval Fuel/Water Separator. 2017 and Later Emissions	0	
1321200	0	Run Aid:None *For Fuel Filter	0	
1321305	0	Start Aid:12V Heat *For Fuel Filter	80	
1500029	0	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for	220	
1504005	0	all other applications.  Immersion block heater 120V 1500W w/plug under door on C500, T660, T800 & W900.	137	
1509029	0	Shutoff valves for trailer heat with hoses routed at minimum 3 feet BOC/BOS. Installation includes shutoff valves on a loop of hose routed to 3' BOC/BOS. Trailer heat application not to exceed 12 kW (680 BTU/min) of heat draw from the engine. For	223	

Printed On: 12/2/2021 6:12:36 AM



Code	Std/ Opt	Description	\$ List	Weigh
		applications requiring a significant amount of heat (6-12 kW, Ex: heating a tanker), the engine must be warmed up before opening shutoff valves		
		allowing coolant to flow. A separate coolant heater is recommended		
4040000		for applications requiring more heat.		
1816260	S	Alternator: PACCAR 160 amp, brush type	0	C
1825623	0	Batteries: 3 Optima 31A Threaded post (900) 2700 CCA.	791	3
1836106	S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0	(
1900082	0	Multi-function engine connector for body builder interface for Cummins.	68	C
1901003	0	Jump start terminals frame mounted BOC or sleeper.	358	12
1901078	0	J1939 Harness Extension Under Hood at Firewall Driver Side	135	(
Transmi	ssion	& Clutch		
2016154	0	Transmission: Allison 4000RDS 6-speed w/o retarder, w/PTO provision. 5th generation. For vocational	24,004	28
		applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is		
2405425	0	standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.  Driveline: 3 Dana 1810 heavy-duty W/2 centerbearings *Heavy duty is 1810HD series.	1,970	160
	0	standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.  Driveline: 3 Dana 1810 heavy-duty W/2	1,970	
2405425 2410018 2410099		standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.  Driveline: 3 Dana 1810 heavy-duty W/2 centerbearings *Heavy duty is 1810HD series.  Torque converter included w/Allison		(
2410018	0	standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.  Driveline: 3 Dana 1810 heavy-duty W/2 centerbearings *Heavy duty is 1810HD series.  Torque converter included w/Allison Transmission.	0	(
2410018 2410099	O U	standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.  Driveline: 3 Dana 1810 heavy-duty W/2 centerbearings *Heavy duty is 1810HD series.  Torque converter included w/Allison Transmission.  2410072: NO AUTO NEUTRAL  Pushbutton control center console mounted.	0	(
2410018 2410099 2410151	0 0	standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.  Driveline: 3 Dana 1810 heavy-duty W/2 centerbearings *Heavy duty is 1810HD series.  Torque converter included w/Allison Transmission.  2410072: NO AUTO NEUTRAL  Pushbutton control center console mounted. Class 8 with Allison Transmission.  Allison Fuel Sense: Delete  Allison Neutral at Stop Stand-Alone	0 0	(
2410018 2410099 2410151 2410204	0 U 0	standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.  Driveline: 3 Dana 1810 heavy-duty W/2 centerbearings *Heavy duty is 1810HD series.  Torque converter included w/Allison Transmission.  2410072: NO AUTO NEUTRAL  Pushbutton control center console mounted. Class 8 with Allison Transmission.  Allison Fuel Sense: Delete	0 0 0	(
2410018 2410099 2410151 2410204 2410310	0 U 0	standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.  Driveline: 3 Dana 1810 heavy-duty W/2 centerbearings *Heavy duty is 1810HD series.  Torque converter included w/Allison Transmission.  2410072: NO AUTO NEUTRAL  Pushbutton control center console mounted. Class 8 with Allison Transmission.  Allison Fuel Sense: Delete  Allison Neutral at Stop Stand-Alone Not applicable with Allison Fuel Sense  ALLISON GEN5 PACKAGE 150  Narr ALLISON GEN5 PACKAGE 150 REQUIRED FOR BODY INSTALL  Chassis will be fitted with LH transmission PTO.	0 0 0 0 516	
2410018 2410099 2410151 2410204 2410310 2410430	0 U 0 0	standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.  Driveline: 3 Dana 1810 heavy-duty W/2 centerbearings *Heavy duty is 1810HD series.  Torque converter included w/Allison Transmission.  2410072: NO AUTO NEUTRAL  Pushbutton control center console mounted. Class 8 with Allison Transmission.  Allison Fuel Sense: Delete  Allison Neutral at Stop Stand-Alone Not applicable with Allison Fuel Sense  ALLISON GEN5 PACKAGE 150 Narr ALLISON GEN5 PACKAGE 150 REQUIRED FOR BODY INSTALL	0 0 0 0 516	
2410018 2410099 2410151 2410204 2410310 2410430 2429100 2495023	0 U 0 0 U	standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.  Driveline: 3 Dana 1810 heavy-duty W/2 centerbearings *Heavy duty is 1810HD series.  Torque converter included w/Allison Transmission.  2410072: NO AUTO NEUTRAL  Pushbutton control center console mounted. Class 8 with Allison Transmission.  Allison Fuel Sense: Delete  Allison Neutral at Stop Stand-Alone Not applicable with Allison Fuel Sense  ALLISON GEN5 PACKAGE 150 Narr ALLISON GEN5 PACKAGE 150 REQUIRED FOR BODY INSTALL  Chassis will be fitted with LH transmission PTO. (Prevents ECU From Interfering With PTO Only)  Two steel centerbearing crossmembers installed	0 0 0 0 516 0	
2410018 2410099 2410151 2410204 2410310 2410430 2429100 2495023	0 U 0 0 U	standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.  Driveline: 3 Dana 1810 heavy-duty W/2 centerbearings *Heavy duty is 1810HD series.  Torque converter included w/Allison Transmission.  2410072: NO AUTO NEUTRAL  Pushbutton control center console mounted. Class 8 with Allison Transmission.  Allison Fuel Sense: Delete  Allison Neutral at Stop Stand-Alone Not applicable with Allison Fuel Sense  ALLISON GEN5 PACKAGE 150  Narr ALLISON GEN5 PACKAGE 150 REQUIRED FOR BODY INSTALL  Chassis will be fitted with LH transmission PTO. (Prevents ECU From Interfering With PTO Only)  Two steel centerbearing crossmembers installed with heavy-duty aluminum gussets replacing standard.	0 0 0 0 516 0	160 () () () () ()

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Sales Code	Std/ Opt	Description	\$ List	Weight
2690013	0	Front Brake Drum: 20,000 lbs. Meritor X30	-18	58
070000		light weight 16-1/2x6 in.	404	00
2702020	0	Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	-191	80
2741970	S	ConMet PreSet Plus Hub package; front axle.	0	0
2750001	S	Hubcap: front vented.	0	0
2765001	0	Front Auto Slack Adjuster.	0	0
2866020	S	Front Springs: Taperleaf 20K w/ shock absorbers w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L. W900B use 2866021.	0	0
2893622	0	Dual power steering gears: 20K TRW TAS65.	191	124
2899336	S	Power Steering Cooler:Radiator Mounted Air-to-Oil	0	0
Rear Ax	le & E	quipment		
3144183	0	Dual Dana Spicer D46-172HP rear axle rated at 46K. w/ 16mm housing and 2.06in. shaft diameter. Includes pump. Tandem rear axles.	1,165	-156
3200430	0	Rear Axle Ratio - 4.30.	0	0
3334004	S	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0	0
3392005	S	Dual Rear Brake Drums: cast.	0	0
3407050	S	Dual Rear Hubs: Aluminum hub pilot 46K 11-1/4 in. bolt circle.	0	0
3441972	S	ConMet PreSet Plus Hub package; dual rear axle.	0	0
3465002	S	Dual Rear axle automatic slack adjusters.	0	0
3485207	S	Spring Brake: 3030 long stroke dual 30 square inches travel. Helps keep brakes in adjustment longer.	0	0
3495226	0	Bendix 4S/4M anti-lock brake system.	-681	0
3500037	0	Interaxle driveline:1 Dana 1710 Series	-202	0
3747461	0	Rear suspension: Tandem Hendrickson RT463 46K. 54 in. axle spacing. Steel beams & barpin bushing. 7.19 in. saddle height. Unladen Height: 12.5 in. Laden Height: 11.2 in.	-350	689
3808118	0	1 Steerable Pusher: Watson Chalin 10K SL1093SSR Super Lite; includes axle.	13,246	984
3820027	0	1 Steerable Pusher Brakes: Non-RSD 325x100 Use with 8K OR 10K axle.	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
3820511	0	1 Steerable Pusher brake drums 325x100 included with 10K axle 275mm BC.	0	0
3821003	0	1 Steerable pusher iron hubs included for 10K axle.	0	0
3828315	0	Pusher or Tag: gauge dash-mounted; flip valve and pressure regulator mounted BOC(S) lower LH side.	0	0
3830145	0	Delete standard heavy-duty air springs for rear suspension.	-47	-28
3841054	0	1st Pusher location: 54 in. from c/l Forward tandem axle or single rear axle.	0	0
Tires &	Wheel	S		
4077533	S	Front tires: Bridgestone M864 425/65R22.5 20PR All Position, On/Off Highway, Wide-base tire.	0	0
4277487	0	Rear tires: Bridgestone M799 11R22.5 16PR. 42 in. diameter, drive. 19.5 in. SLR. Code is priced per pair of tires.	820	80
4781015	0	1 Steerable Pusher: 2 Bridgestone R238 265/ 70R19.5 14PR	-205	C
4900008	0	Rear Tire Quantity: 8	0	C
5045216	0	Front Wheel: Alcoa 82362 22.5x12.25 aluminum, with Lvl One [TM] finish High Polish, hub-pilot mount. 11400lb. maximum rating. Super single. Standard track axles may be over 102 in. w/425 tires. Air disc brake compatible.	-103	-10
5243363	0	Rear Wheel: Alcoa 88267 22.5x8.25 aluminum with Level One [TM] finish, hub-pilot mount. 7400 lb. maximum rating. Air disc brake compatible. Code is priced per pair of wheels.	1,460	-288
5781281	0	1 Steerable pusher wheel:2 Alcoa77349 19.5x7 50RW aluminum 8-bolt hub pilot mount. Require 8 bolt hub. For use with 10K pusher.	162	-60
5900008	0	Rear Wheel/Rim Quantity: 8	0	C
Frame &	Equip	oment		
6054600	0	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 337 in. to 416 in. Truck frame weight is 2.91 lbin. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	346	404
6141600	0	Full Steel Insert: for 10-5/8 in. or 10-3/4 in.  Steel 337 in. to 416 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lbin. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	2,342	782

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Sales Code	Std/ Opt	Description	\$ List	Weight
6301610	0	Bumper: Stainless steel clad straight aluminum channel. Requires bumper setting code.	466	-11
6319485	0	48.5 in. Bumper setting. Requires a bumper code.	0	0
6324025	0	Front tow hook: Center mounted, cast. Requires iron front drive brackets.	259	28
6390103	S	Front mudflaps.	0	0
6391201	0	Custom Frame Layout: one chassis  CFL A/D: LOCATE ABOVE PUSHER ON DS SIDE  CFL C/M: LAYOUT SIMILAR TO 219730  CFL DEF: LOCATE AS CLOSE AS POSS TO FUEL TANK  CFL A/T: 2 STACK PERP TO RAIL BEHIND DPF/SCR, 1 ABOVE PUSHER  ON PS	1,380	0
6405000	0	In-cab steel battery box: under rider seat or in stand alone box. Requires appropriate AGM battery code, which varies by model, and appropriate rider seat code be selected prior to entering the workscreen. Includes 1 battery disconnect switch.	2,430	-9
6409906	0	In-Cab battery box location: Under rider seat.	0	0
6451090	S	T470,C5, T6, T8 non-polished DPF/SCR or CNG cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0	0
6721102	S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0	0
6722000	S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0	0
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0	0
6790003	0	Special frame drill: dealer to provide drawing with dimensions and revision level. Acceptable hole diameters range from 10.2 mm to 40.4 mm. Preferred file format is .pdf. Not for use for rear suspension, fifth wheel or other published frame drilling code. Does not replace clear frame space requests or custom frame layout.  Narr DRWG 1550085RH	1,806	0
Fuel Tar	ıks & I	Equip		
7510120	0	Fuel Tank: 120 US gallon 28.5in. aluminum under replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	525	72
7722153	S	Small round DEF tank, 14 gallons.  The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0	0
7881300	0	Welded-in fitting w/ gasket & cover plate for mounting customer-installed fuel tank heater.	52	0
7881310	U	Plate/Gasket to Rear of Tank	50	0

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Sales Code	Std/ Opt	Description	\$ List	Weigh
		Narr Plate/Gasketto Rear of Tank REQUIRED FOR BODY INSTALL		
7889204	0	DEF to fuel fill ratio between 1:1 and 2:1.	0	(
7889245	S	Anti-siphon device in fuel tank filler neck. For any number of fuel tanks.	0	(
7889604	S	DEF tank location is LH.	0	(
7920120	0	Location: 120 gal fuel tank LH under cab	0	
Cab & E	quipm	nent		
8024310	S	Cab: Curved Glass Conventional.  Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection (excluding T3 series), short and open check diagnostics. Warning alarm will sound when lights are left on.	0	(
8090103	S	Hood: Sloped Metton Hood W/ Grille & Shell Use For T800B 1-Piece Requires Engine Mounted Air Cleaner, 1440 Square In. Radiator & 2007+ Engines.	0	(
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0	
8201013	S	Steering wheel: 18 in. 4-spoke.	0	
8201200	S	Adjustable telescoping tilt steering column.	470	1
8282004	S	KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.		
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0	
8282106	0	Small flat panel on dash for customer-installed controls. Reduces gauge count by 4.	35	(
8331100	S	Cab interior: Splendor. Includes smooth upholstered side & back panels w/stitched accent lines, upholstered door pads, full vinyl headliner, black dash panels & black rubber floormats.	0	l
8343304	S	Interior color: Slate Gray w/trim Dark Slate Gray	0	
8410091	S	Driver seat: Kenworth Air cushion Plus HB cloth.  Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and	0	ı

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Sales Code	Std/ Opt	Description	\$ List	Weight
		single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.		
8450090	0	Rider seat: Kenworth Plus battery box HB cloth.  Standard features include fixed base and backrest, fixed seat base and backrest, and dual armrests. Seat cushion is 19.5 inches. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted with a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	77	-35
8490110	S	Seat color: Dark Slate Gray.	0	0
8601432	0	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	537	0
8700108	S	Under dash center console: Includes one cupholder & two 12V outlets. For use w/Autoshift, Ultrashift, & Allison Gen IV only.	0	0
8700168	S	Non-self cancelling turn signal: W/column-mounted headlight dimmer switch & intermittent wiper control.	0	0
8700186	S	Electric LH & RH door locks.	0	0
8700663	S	Kenworth TruckTech+ The Kenworth Remote Diagnostics system provides the Worlds Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This option is Standard on all Heavy Duty Kenworths with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine. Optional on Medium Duty Kenworths.	0	0
8800271	S	Long grabhandle RH side of cab.	0	0
8800373	S	Long grabhandle LH side of cab.	0	0
8800400	S	Grabhandle: LH inside door frame above dash.	0	0
8800401	S	Grabhandle: RH inside door frame above dash.	0	0
8832115	S	Daylite Door: LH/RH includes RH peeper window	0	0
8841411	S	Single air horn under cab.	0	0
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0	0
8863570	0	Dual convex heated mirror 8.5 inch w/ offset mounting below regular mirror.	94	11
8866101	0	Mirror: Dual Prutsman mirror 7 in. x 16 in. polished stainless steel, thermostatically controlled. switch located on door pad.	20	0
8869005	S	Mirror brackets 8-1/2 ft load width.	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
8871438	S	Rear Cab Stationary Window 17 in. x 36 in.	0	0
8879200	S	Manual LH & electric-powered RH door window. Switch located on door.	0	0
8890100	S	One-piece windshield, w/ curved glass.	0	0
8890134	S	Exterior aerodynamic sunvisor w/ integral marker lights.	0	0
8890353	0	4 1/2in. rubber wheelwell fender extension.	301	11
8890898	0	Link Cabmate suspension.	735	22
Lights 8	k Instru	uments		
9010802	S	Headlamps: Dual Rectangular, extended life halogen	0	0
9026205	0	Marker Lights: Five aerodynamic, LED mounted in sunvisor.	46	0
9030014	0	Turn Signal Lights: LED, mounted on fender.	85	0
9030052	S	LED Stop,Turn,Tail: With Two LED  Backup Lights and With An LED License Plate.	0	0
9090000	0	Daytime Running Lamps.	180	0
9090039	S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0	0
9090049	S	Omit Brake Light with Engine Brake. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	0
9090115	0	Reflectors: Two Midframe	24	0
9090126	0	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	155	4
9090845	0	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	44	0
Air Equi	ipment	t .		
9101218	S	Air Dryer: Bendix AD-HF Puraguard Heated	0	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0	0
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0	0
9140252	0	Locate air dryer inside LH rail BOC. This code requires the use of a custom frame layout code.	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weigh
Extende	d War	ranty		
9200021	S	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0	0
9212611	S	24 Month TruckTech+ Subscription for Cummins Engines	0	0
9220004	0	Base Warranty: Emissions (CARB Surcharge) 5YR/350K MI - X15 EFF/PRO Engine (Includes CARB Clean Idle Sticker)	2,280	0
Miscella	neous			
9409852	0	GHG Secondary Manufacturer: Does Not Apply	0	0
Promoti	ons			
Paint				
9700000	0	Paint color number(s).	0	0
		N9702 A - <mark>L0006 WHITE</mark> N9720 FRAME N0001 BLACK		
9943004	0	Bumper Unpainted	0	0
9943050	S	Day Cab Standard Paint	0	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	0	Base coat/clear coat.  The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

# **Order Comments**

Price Level: April 1, 2021 Deal: T800 TOKT450A2023

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Total Weight 19,237

# Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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Price Level: April 1, 2021 Deal: T800 TOKT450A2023

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## **Shipping Destinations**

Intermediate Destination: NONE

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Final Destinations	Quantity
C251 - CIT TRUCKS - PERU 2650 MAY ROAD PERU, Illinois 61354	15

Price Level: April 1, 2021 Date: December 01, 2021

Deal: T800 TOKT450A2023 Quote Number: QUO-814027-Y4R8H6

# **PROJECT NAME**

Contract # 2939 Change Order # \_\_\_\_\_ 5 Date 7/11/2022



# **RFP Perfection Tire Sewer service**

Description	Perfection Tire sewer service and UseTax on 30" p	pipe pro	ovided by owner.	
Element				]
Self Performance - direct cost to	perform		\$36,899.96	
Subccontractor Cost			\$1,788.38	
Days General Conditions			\$ -	
•			•	
Total:		•	\$38,688.34	
Profit on Material		15%		
Profit on Labor		15%		
Profit on Equipment		15%		
Profit on Subcontracted work		5%	•	
	Subtotal:	i	\$44,312.75	
Builders Risk		0%		
Bond		0%	\$0.00	
G&A		0%	\$0.00	_
	Subtotal:		\$44,312.75	
	TAX	6%		
	Total Change Amount:		<u>\$44,384.75</u>	
NOTES:				
	ater than March 6. (Price does not include a GC mob endent.	ilizatioi	n.)	
Proposal Submitted By:	Mark Standerfer		DATE:	7/11/2022
Proposal Approved By:			DATE:	:

Self-Perform	Unit Cost								
							Extended Cost		
			Material	Labor	Equipment	Material	Labor	Equipment	
Activity	Quantity	Unit	Cost	Cost	Cost	Total	Total	Total	Total
setup dewatering & Dewater	1	LS	\$0.00	\$300.00	\$1,000.00	\$0.00	\$300.00	\$1,000.00	\$1,300.00
Layout (pot hole)	1	LS	\$0.00	\$500.00	\$500.00	\$0.00	\$500.00	\$500.00	\$1,000.00
Install Pipe and fittings	1	LS	\$0.00	1400.00	\$2,500.00	\$0.00	\$1,400.00	\$2,500.00	\$3,900.00
Pipe and fittings materials	1	LS	\$1,200.00	0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00
Use Tax	491666	DO	\$0.06	0.00	\$0.00	\$29,499.96	\$0.00	\$0.00	\$29,499.96
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					TOTAL	\$30,699.96	\$2,200.00	\$4,000.00	\$36,899.96

Subcontractor			Unit Cost						
			Material	Labor	Equipment	Material	Labor	Equipment	
Activity	Quantity	Unit	Cost	Cost	Cost	Total	Total	Total	Total
Concrete collar	1	LS	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00
Paving	1	LS	\$0.00	\$0.00	\$0.00	\$1,288.38	\$0.00	\$0.00	\$1,288.38
						_	_	_	
	0		\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		<u> </u>	_					TOTAL	\$1,788.38

# NOTES:

HVAC - Duct material is different from RFP

Quote is for single layer, custom color

Dual Layer neoprene only available in black

# **Change Order**

No. <u>6</u>

Date of Issuance: 9/2/2022		Effective Date:	: 9/2/2022				
Project: Hartley Sewer Main Project	Owner: City of	Middleton, Idaho	Owner's Contract No.:				
Contract:			Date of Contract:11/4/202	1			
Contractor: La Riviere, Inc.			Engineer's Project No.:				
The Contract Documents are mo	odified as follo	ws upon execution	n of this Change Order:				
Description: Remove existing and install new regrade.	manhole for Tra	actor Supply tie-in,	2 foot barrel section for M	H-A1 to bring to			
Attachments (list documents sup La Riviere CO #6 – Remove MH a			r Supply, 2' Barrel Section				
CHANGE IN CONTRACT	PRICE:	CHAI	NGE IN CONTRACT TI	MES:			
Original Contract Price:		Original Contract					
\$1,478,968.00		Ready for final	payment (days or date): <u>180</u>	)			
[Increase] [Decrease] from previou approved Change Orders No. 1 to	•	[Increase <del>] [Decrease]</del> from previously approved Change Orders					
\$ <u>167,315.71</u>		Substantial completion (days): <u>September 21, 2022</u> Ready for final payment (days): <u>October 21, 2022</u>					
Contract Price prior to this Change	Order:	Contract Times prior to this Change Order: Substantial completion (days or date): September 21, 2022					
\$ <u>1,646,284.21</u>		Ready for final payment (days or date): October 21, 2022					
[Increase] [Decrease] of this Chang	ge Order:	<pre>[Increase] [Decrease] of this Change Order: Substantial completion (days or date):</pre>					
\$ 13,824.51			payment (days or date):				
Contract Price incorporating this C Order:	hange	Contract Times with all approved Change Orders: Substantial completion (days or date): September 21, 2022					
\$ <u>1,660,108.72</u>			payment (days or date): Oct				
RECOMMENDED: By:				Hemdefar			
Engineer (Authorized Signature)  Date: 9-2-22		ner (Authorized Signature)  Contractor (Authorized  Date: 09-02-2022					

# **PROJECT NAME**

Contract # 2939	
Change Order #	6
Date 9/01/2022	



Description	RFP for replacing the existing manhole due west of manhole 15. The existing manhole penetration does not work to connect the new line to Manhole #15								
Element									
Self Performance - direct cost t	o perform			\$9,707.00					
Subccontractor Cost				\$0.00					
Days General Conditions			\$	<u>-</u>					
Total:				\$9,707.00					
Profit on Material		15%		\$394.05					
Profit on Labor		15%		\$460.50					
Profit on Equipment		15%		\$601.50					
Profit on Subcontracted work		5%		\$0.00					
	Subtotal:		-	\$11,163.05					
Builders Risk		0%		\$0.00					
Bond		0%		\$0.00					
G&A		0%		\$0.00					
	Subtotal:			\$11,163.05					
	TAX	6%		\$157.62					
	Total Change Amount:			\$11,320.67					
NOTES:									
Price based on work to begin no Staff will include PM and Superi No submittal requirements	later than March 6. (Price does not include a GC montendent.	bilizatio	n.)						
Proposal Submitted By:	Mark Standerfer			DATE:	9/1/202				
Proposal Approved By:				DATE:					

Self-Perform			Unit Cost						
	<del> </del>								
			Material	Labor	Equipment	Material	Labor	Equipment	
Activity	Quantity	Unit	Cost	Cost	Cost	Total	Total	Total	Total
Installation	1	LS	\$0.00	\$2,320.00	\$2,760.00	\$0.00	\$2,320.00	\$2,760.00	\$5,080.00
Aggregate	5	CY	\$25.00	\$0.00	\$0.00	\$125.00	\$0.00	\$0.00	\$125.00
manhole material costs 11'	1	EA	\$2,502.00	0.00	\$0.00	\$2,502.00	\$0.00	\$0.00	\$2,502.00
testing	1	LS	\$0.00	250.00	\$250.00	\$0.00	\$250.00	\$250.00	\$500.00
Remove existing manhole	1	LS	\$0.00	\$500.00	\$1,000.00	\$0.00	\$500.00	\$1,000.00	\$1,500.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			-		TOTAL	\$2,627.00	\$3,070.00	\$4,010.00	\$9,707.00

Subcontractor		Unit Cost			Extended Cost				
			Material	Labor	Equipment	Material	Labor	Equipment	
Activity	Quantity	Unit	Cost	Cost	Cost	Total	Total	Total	Total
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL	\$0.00

# NOTES:

HVAC - Duct material is different from RFP

Quote is for single layer, custom color

Dual Layer neoprene only available in black

# **PROJECT NAME**

Contract # 2939 Change Order # \_\_\_\_\_\_6\_\_\_ Date 9/01/2022



#### 2' Barrel Section

	RFP for adding 2' bar	rrel section to raise the rim e	evatio	n per owner	
Description	requested new eleva				
Element					
Self Performance - direct cost	to perform			\$2,152.00	
Subccontractor Cost				\$0.00	
Days General Conditions				\$ -	
Total:				\$2,152.00	
Profit on Material			15%	\$72.60	
Profit on Labor			15%	\$175.20	
Profit on Equipment			15%	\$75.00	
Profit on Subcontracted work			5%	\$0.00	
		Subtotal:	001	\$2,474.80	
Builders Risk			0%	\$0.00	
Bond			0%	\$0.00	
G&A			0%	\$0.00	
		Subtotal:		\$2,474.80	
		TAX	6%	\$29.04	
		Total Change Amount:		<u>\$2,503.84</u>	
NOTES:					
Price based on work to begin no Staff will include PM and Super		ce does not include a GC mobi	ilizatior	n.)	
No submittal requirements					
Proposal Submitted By:				DATE:	9/1/20
	Mark Standerfer			_	
Proposal Approved By:				DATE:	

Self-Perform		Unit Cost				Extended Cost			
			Material	Labor	Equipment	Material	Labor	Equipment	
Activity	Quantity	Unit	Cost	Cost	Cost	Total	Total	Total	Total
Material	1	EA	\$484.00	\$0.00	\$0.00	\$484.00	\$0.00	\$0.00	\$484.00
install	1	LS	\$0.00	\$1,168.00	\$500.00	\$0.00	\$1,168.00	\$500.00	\$1,668.00
	0		\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					TOTAL	\$484.00	\$1,168.00	\$500.00	\$2,152.00

Subcontra	Subcontractor		Unit Cost			Extended Cost			
			Material	Labor	Equipment	Material	Labor	Equipment	
Activity	Quantity	Unit	Cost	Cost	Cost	Total	Total		
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							-	TOTAL	\$0.00

# NOTES:

HVAC - Duct material is different from RFP

Quote is for single layer, custom color

Dual Layer neoprene only available in black