# AGENDA City Council Meeting City of Middleton, Idaho



Date: Wednesday April 20, 2022, Time: 5:30 p.m.

Location: City Hall Council Chambers - 1103 W Main Street

Call-to-order, Roll Call, Pledge of Allegiance, Invocation:

#### **Action Item:**

A. Approve Agenda

#### Information Item:

- 1.) Legislative Update Representative Bruce Skaug
- 2.) Treasure Report Wendy Miles
- 3.) Middleton Schools future growth plans. Superintendent Marc Gee
- 4.) Employee Recognition Mayor Steve Rule
- 5.) Live Streaming Update Becky Crofts

#### **Action Items:**

- 1. Consent Agenda (items of routine administrative business) (Action Items)
  - a. Consider approving minutes for City Council April 6, 2022, regular meeting.
  - b. Consider ratifying payroll for April 8, 2022, in the amount of \$86,455.13.
  - c. Consider approving accounts payable thru April 15,2022, in the amount of \$395,861.35.
  - d. Consider approving a quote from HACH for a spare/backup/redundant part for the WWTP in an amount not to exceed \$6.732.32.
  - e. Consider approving the written Findings of Facts, Conclusions of Law and Order (FCO) for the Mill at Middleton Subdivision.
- 2. Swearing in of Middleton Police Officer Karlee Karcher Chief Takeuchi
- 3. Consider Approving Ordinance 662 AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 11, CHAPTER 1, BY REPEALING AND REPLACING SECTION 11-01-01, MIDDLETON CITY CODE, PERTAINING TO SPEED LIMITS WITHIN THE CITY OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. Chief Takeuchi
- Consider approving the Summary of Ordinance 662 regarding the City's request to amend the following Middleton City Code sections: Title 11, Chapter 1, Section 11-01-01. – Becky Crofts

- 5. **Public Hearing:** Application from Owner Todd Campbell of TBC Holdings, LLC and Representative Jay Walker of Kimley-Horn for annexation/zone change with respect to 3.86 acres adjacent to the Stonehaven Subdivision (0 Hartley Lane, Tax Parcel No. R344420120). The proposed zoning is R-3. Jennica Reynolds
- Consider adopting Ordinance 663 for Annexation/Zone Change of 3.86 acres adjacent to the Stonehaven Subdivision (0 Hartley Lane, Tax Parcel No. R344420120) – Jennica Reynolds
- 7. Consider approving the final plat for Bozic Subdivision, including a waiver to allow 50' right of way. Roberta Stewart
- Consider approving a work order agreement with Hughes Engineering for bridge/culvert inspection services of the City of Middleton's small structures (structures between 4 to 20 feet in span) in an amount not to exceed \$8,955.00. – Jason VanGilder

Public Comments, Mayor and Council Comments, Adjourn

Posted by:

Dawn M. Goodwin, Deputy Clerk

Date: April 15, 2022, 4:50 p.m.

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

## MIDDLETON CITY COUNCIL APRIL 6, 2022

The Middleton City Council meeting on April 6, 2022, was called-to-order at 5:36 p.m. by Mayor Steven Rule.

**Roll Call**: Council President Kiser, Council Members Murray, Huggins, and O'Meara were present. City Attorney Mark Hilty, City Administrator Becky Crofts, Deputy Clerk Dawn Goodwin, and City Planning Staff Roberta Stewart were present.

Pledge of Allegiance, Invocation: Daniel (last name inaudible) – Seventh Day Adventist Churches of Middleton and Eagle

#### **Action Items**

### A. Approve Agenda

**Motion:** Motion by Council President Kiser to approve the agenda as posted April 1, 2022, at 4:15 p.m. Motion seconded by Council Member O'Meara and approved unanimously.

#### **Information Items:**

1.) Department Report, Police – Chief Takeuchi (Exhibit A)

Chief Takeuchi presented to Council and those in attendance a snapshot of calls that the Middleton Police Department have taken over the course of 2022 and provided a comparison of the same calls responded to by the department in 2021.

#### **Action Items:**

- 1. Consent Agenda (items of routine administrative business) (Action Items) (Exhibit B)
  - a. Consider approving minutes for City Council March 16, 2022, regular meeting.
  - b. Consider ratifying payroll for March 25, 2022, in the amount of \$111,347.53.
  - c. Consider approving accounts payable thru April 1, 2022, in the amount of \$141.573.90.
  - d. Consider approving the scope of work from T-O Engineers for the 2022 Middleton Wastewater Treatment Plant Headworks Maintenance.
  - e. Consider approving an estimate from A-Gem Supply Inc for overhaul to the Middleton Police Department 2 NVR system in an amount not to exceed \$5,610.25.
  - f. Consider approving a quote from Zenner for radio interface units, parts and support in an amount not to exceed \$24,459.00.
  - g. Consider approving a quote from MetroQuip for repair of the city street sweeper in an amount not to exceed \$7,445.88.
  - h. Consider approving pavement restoration/sealcoat of City streets in an amount not to exceed \$62,184.00 comprising of two contracts.
    - 1. Specialty Applicators, LLC in an amount not to exceed \$56,682.00
    - 2. Bighorn Traffic Services in an amount not to exceed \$5,502.00
  - Consider approving a task order authorization from Control Engineers, PA for Win911 upgrade for the WWTP alarming software in an amount not to exceed \$13,889.00.
  - j. Consider approving a quote from Frontier Precision for a composite sampler for the WWTP associated with the Pilot project in an amount not to exceed \$8,663.00.

- k. Consider approving a proposal from Integrity Inspection Solutions for the annual video sewer line inspections in an amount not to exceed \$49,975.00.
- I. Consider approving a quote from Simplot for spray chemicals in the amount not to exceed \$6,370.00.

Mayor Rule called the items. Council President Kiser explained the reasoning behind such an unusually long consent agenda. Council President Kiser stated that from here on out, any item that would have typically been its own action item that was previously approved in the FY22 budget would appear under the consent agenda if it fell right at the budgeted amount or under the budgeted amount. The exception to this will be if an item was approved in the budget but it falls slight above the budgeted amount, those items would be taken before council as its own action item.

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

 Consider the appointment of Mark Christianson to the City of Middleton Planning and Zoning Commission to replace Planning and Zoning Commissioner Tim Hoekstra. – Mayor Rule

Mayor Rule called the item. Mayor Rule explained that former Planning and Zoning Commissioner Tim Hoekstra had taken a job that moved him and his family outside of Middleton. Mayor Rule went on to introduce Mark Christianson as his choice for replacement of Mr. Hoekstra.

**Motion:** Motion by Council President Kiser to appoint Mark Christianson to the Middleton Planning and Zoning Commission to replace Planning and Zoning Commissioner Tim Hoekstra. Motion seconded by Council Member O'Meara and approved unanimously.

3. Public Hearing: Application by Wade Thomas/IAG Capital, LLC, and Bob Unger for preliminary plat with respect to The Mill at Middleton Subdivision located at 0 N. Dewey Avenue (Tax Parcel Nos. R33892, R33888, and R33876). The proposed preliminary plat consists of 50 residential lots and 10 common lots on 16.71 acres of vacant land zoned R-3 (single family residential). – Roberta Stewart

Mayor Rule called the item and declared the public hearing open at 6:00 p.m. Planning and Zoning Official Robert Stewart presented **Exhibit C.** Mrs. Stewart explained that the hearing before council was for a preliminary plat on 16.65 acres, zoned R-3. The plat consists of 50 single family lots and 15 common lots. Mrs. Stewart went to on to read into the record and submit "**Exhibit I**", a letter from the Middleton School District regarding all new development within Middleton.

Mayor Rule stated for the record that Council member O'Meara was directly related to residents who are involved with the development of The Mill at Middleton Subdivision. Mayor Rule recused Council Member O'Meara for the sake of transparency and conflict of interests regarding the hearing and Council Member O'Meara left the council chambers.

### Applicant Remarks by Bob Unger

- Presented a fly over video of what the development will look like upon completion.
- Concur with all conditions of approval within the city staff report.
- The old mill site property is being sold to the Foote family allowing Middleton history to be preserved.
- The development will be adding curb, gutter, and sidewalk in front of the Mill site.
- There will be a plaque placed in one of the open spaces in recognition of the historic mill site which will include a brief history of the old mill.

#### **Neutral Comments:**

Claudia Moberly – 482 Valley St, Middleton, ID – Mrs. Moberly gave a brief history of regarding the village of Middleton and the old flour mill that stands on the site today. Mrs. Moberly stated that the site is not just an important piece of history for the City of Middleton but for the surrounding valley and that it needs to be protected and preserved for future and current generations to learn from.

#### Opposition Comments:

Kim and Cindy Mountjoy – 519 Triumph Drive, Middleton; Jo Ellen Ringer – 115 3<sup>rd</sup> St, Middleton; Allen Stevens – 509 N. Dewey, Middleton; Mike McDougal – 13037 Greenwell LN, Middleton; Mike Graefe – 1889 Ridge Way, Middleton; Donna Rogers – 739 Triumph Dr., Middleton; Jeremy Rudolph – 507 Triumph Dr, Middleton; Ken Houser – 625 Triumph Dr., Middleton; All testified against the development for reasons of safety concerns in regards to pedestrian traffic along Dewey and 3<sup>rd</sup> St, traffic congestion on the already narrow Dewey, removing open spaces that impact the local wildlife, and the stress being added to the already overcrowded schools and emergency services. Dr. Kylie Billingsley – 507 Triumph Dr., Middleton – voiced concern with the issue of water seepage that is already taking place at her and her neighbors' property. Dr. Billingsley wanted to understand what the developers plan was in regard to reenforcing the canal bank and preventing further seepage and overspill from homes in the proposed development.

Mayor Rule called a break at 7:10 p.m. to sign the Middleton High School student's agendas before continuing with the public hearing. Mayor brought the public hearing back into session from break at 7:18 p.m.

Applicant Rebuttal: Louis Spiker – Representative for Wade Thomas/IAG Capital LLC, and Bob Unger

- The letter from the Middleton School District was in regard to development in general within the city except for comments regarding sidewalks which is addressed with pathways throughout the development.
- This is an infill project that is staying with he zoning that was assigned to the property there has been no request to change the zoning as assigned.
- The development will be making improvements along Dewey.
- Water issues along the canal and related to seepage/drainage will be addressed with the development's engineers for each lot.
- Existing wildlife will have habitat within the open spaces.

- Regarding the exemption being requested, the development will still be
  placing fencing along the perimeter, but the developers are asking that
  the fencing be placed at the back of the homeowner's property instead of
  at the perimeter of the development allowing for more open sight lines
  into the green open spaces.
- Horizontal construction is estimated to take six to eight months with an
  additional nine months for actual construction to be completed at the site.
  During this time construction traffic will be routed off of appropriate
  entrances off of Middleton Rd and Dewey not through the existing
  subdivisions.

Council Member Huggins clarified that the lot sizes in the development were not smaller than 8,000 square feet which is greater than the city lot size requirements. Council Huggins also clarified that the mill site is not included in the 16.65 acres present on the preliminary plat.

Mayor Rule asked for clarification from the developer pertaining to dealing with the issues of water seepage and surrounding resident's issues with water pooling. Mr. Spiker responded that any and all water issues would be addressed by the engineer.

Council Member Murray asked if Mr. Spiker if there was a plan to have fencing placed along the open irrigation? Mr. Spiker responded that there would be a wrought iron fence placed between the walking pathways and the canal.

Mayor Rule closed the public hearing at 8:05 p.m. and a council discussion occurred between Council President Kiser and Council members Huggins and Murray.

**Motion:** Motion by Council President Kiser to accept the Findings of Facts, Conclusion of Law, Decisions and Order for The Mill at Middleton Subdivision. Motion was seconded by Council Member Huggins and approved unanimously by roll call vote.

**Motion:** Motion by Council President Kiser to approve the application by Wade Thomas/IAG Capital, LLC, and Bob Unger for preliminary plat with respect to The Mill at Middleton Subdivision subject to the conditions of approval set fourth in the staff report. Motion was seconded by Council Member Huggins and approved with a 2-1 roll call vote. Council Member Murray voted no when called upon during the roll call vote.

Mayor Rule called for a small break at 8:32 p.m. and called the meeting back to order at 8:38 p.m. Council Member O'Meara rejoined the meeting at this time and participated in the remaining city business.

**4.** Consider approving a Temporary Construction License for City signature. The license will allow the Developer of The Mill at Middleton Subdivision to enter the City of Middleton's easement on Kennedy Meadow property in order to construct a public pathway.

Mayor Rule called the item and Planning, and Zoning Official Roberta Stewart presented **Exhibit D**, which grants the developer of The Mill at Middleton Subdivision permission to access the City of Middleton's easement on Kennedy Meadows.

**Motion:** Motion by Council President Kiser to approve a Temporary Construction License for City signature. The license will allow the Developer of The Mill at Middleton Subdivision to enter the City of Middleton's easement on Kennedy Meadow property in order to construct a public pathway. Motion was seconded by Council Member O'Meara and approved unanimously by roll call vote.

5. Consider approving Ordinance No. 661 AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 7, CHAPTER 3, SETION 07-03-01, MIDDLETON CITY CODE, PERTAINING TO PROHIBITED ACTIVITES IN PUBLIC PARKS OF THE CITY OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. – Becky Crofts (Exhibit E)

Mayor Rule called the item. City Administrator Becky Crofts explained that Ordinance No. 661 cleaned up the wording on the pervious code section regarding public parks.

**Motion:** Motion by Council President Kiser to read Ordinance No. 661 by title only. Motion was seconded by Council Member Huggins and approved unanimously by roll call vote. Council President Kiser then read Ordinance No. 661 by title.

**Motion:** Motion by Council President Kiser to waive the three-reading rule and adopt Ordinance No. 661. Motion was seconded by Council Member Huggins and approved unanimously by roll call vote of 3-1. Council Member O'Meara abstained from voting.

**6.** Consider approving the Summary of Ordinance 661 regarding the City's request to amend the following Middleton City Code sections: Title 7, Chapter 3, Section 07-03-01. – Becky Crofts **(Exhibit F)** 

Mayor Rule called the item. City Administrator Becky Crofts explained the summary allowed the city to publish Ordinance No. 661 without having to publish the full ordinance saving the city publishing costs.

**Motion:** Motion by Council President Kiser to approve the Summary of Ordinance 661 regarding the City's request to amend the following Middleton City Code sections: Title 7, Chapter 3, Section 07-03-01. Motion was seconded by Council Member Huggins and approved unanimously.

**7.** Consider approving a proposal for development Impact Fee Study and Capital Improvements Plan for the City of Middleton prepared by Tischler Bise on behalf of Galena Consulting. – Becky Crofts

Mayor Rule called the item. City Administrator Becky Crofts presented **Exhibit G** and explained that the CIP for both the parks and police are outdated. This study would update both departments CIP's and would split the costs.

**Motion:** Motion by Council President Kiser to approve a proposal for development Impact Fee Study and Capital Improvements Plan for the City of Middleton prepared by Tischler Bise on behalf of Galena Consulting in an amount not to exceed \$26,880.00. Motion was seconded by Council Member Huggins and approved unanimously.

8. Consider approving Resolution 466-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, DECALRING CERTAIN BUSINESS PERSONAL PROPERTY AS OBSOLETE OR SURPLUS, AUTHORIZING AND DIRECTING SALE OR DISPISAL OF SURPLUS PROPERTY. – Jason VanGilder

Mayor Rule called the item. Public Works Director Jason VanGilder presented **Exhibit H** and explained that the tanks are obsolete for the city and that this resolution would allow the city to sell the tanks to a potential buyer.

**Motion:** Motion by Council President Kiser to approve Resolution 466-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, DECALRING CERTAIN BUSINESS PERSONAL PROPERTY AS OBSOLETE OR SURPLUS, AUTHORIZING AND DIRECTING SALE OR DISPISAL OF SURPLUS PROPERTY. Motion was seconded by Council Member O'Meara and approved unanimously by roll call vote.

**9.** Consider approving the scope of work from T-O Engineers for the 2022 Middleton Wastewater Treatment Plant Seepage Test. – Jason VanGilder

Mayor Rule called the item. Public Works Director Jason VanGilder presented **Exhibit I**. Mr. VanGilder explained that the council was seeing this item as the cost exceeded the originally budget expense.

**Motion:** Motion by Council President Kiser to approve the scope of work from T-O Engineers for the 2022 Middleton Wastewater Treatment Plant Seepage Test in an amount not to exceed \$10,000.00. Motion was seconded by Council Member O'Meara and approved unanimously.

**10.** Consider approving the recommendation of the establishment of a City of Middleton On-Call Service Roster. – Jason VanGilder

Mayor Rule called the item. Public Works Director Jason VanGilder presented **Exhibit J**. Mr. VanGilder explained that the council was seeing this item as Idaho State Cide 67-2320 allows cities to establish a on call roster for services.

**Motion:** Motion by Council President Kiser to approve the recommendation of the establishment of a City of Middleton On-Call Service Roster. Motion was seconded by Council Member O'Meara and approved unanimously.

**11.** Consider approving a request from the City of Middleton with Idaho Power to convert existing streetlights to reflect new rates or upgrade wattage. – Jason VanGilder

Mayor Rule called the item. Public Works Director Jason VanGilder presented **Exhibit H**. Mr. VanGilder explained that the council was seeing this item as it allowed the city to take ownership of the listed streetlights in turn saving the city money with Idaho Power. Mr. VanGilder went on to explain that the city already contracts with AME for providing services to light poles throughout the city so service such as changing bulbs when they burn out.

**Motion:** Motion by Council President Kiser to approve a request from the City of Middleton with Idaho Power to convert existing streetlights to reflect new rates or upgrade wattage. Motion was seconded by Council Member Huggins and approved unanimously.

**12.** Consider entering into a Mutual Aid and Assistance Agreement for the Idaho Intrastate Water/Wastewater Agency Response Network (IdWARN). – Jason VanGilder

Mayor Rule called the item. Public Works Director Jason VanGilder presented **Exhibit K**. Mr. VanGilder explained that the Agreement with IdWARN would allow the city to seek assistance from other agencies who are also part of the agreement if and when the need could arise for additional help with equipment and manpower in the case of a disaster.

**Motion:** Motion by Council President Kiser to approve entering into a Mutual Aid and Assistance Agreement for the Idaho Intrastate Water/Wastewater Agency Response Network (IdWARN). Motion was seconded by Council Member O'Meara and approved unanimously.

**13.** Consider approving an estimate from Custom Sheds of Idaho for a mower shed at Middleton Place Park in an amount not to exceed \$7,372.00. – Jason VanGilder

Mayor Rule called the item. Public Works Director Jason VanGilder presented **Exhibit L**. Mr. VanGilder explained that the council was seeing this item as the cost exceeded the originally budget expense.

**Motion:** Motion by Council President Kiser to approve an estimate from Custom Sheds of Idaho for a mower shed at Middleton Place Park in an amount not to exceed \$7,372.00. Motion was seconded by Council Member O'Meara and approved unanimously.

**14.** Consider approving a quote from John Deere for the purchase of a lawnmower/tractor in an amount not to exceed \$21,126.86 – Jason VanGilder

Mayor Rule called the item. Public Works Director Jason VanGilder presented **Exhibit M**. Mr. VanGilder explained that the council was seeing this item as the cost exceeded the originally budget expense.

**Motion:** Motion by Council President Kiser to approve a quote from John Deere for the purchase of a lawnmower/tractor in an amount not to exceed \$21,126.86. Motion was seconded by Council Member O'Meara and approved unanimously.

**15.** Consider approving a quote from Silver Creek for the purchase of materials necessary to extend the irrigation system through the recently regraded area in Piccadilly Park in an amount not to exceed \$7,878.97. – Jason VanGilder

Mayor Rule called the item. Public Works Director Jason VanGilder presented **Exhibit N**. Mr. VanGilder explained that the council was seeing this item as the cost exceeded the originally budget expense.

**Motion:** Motion by Council President Kiser to approve a quote a quote from Silver Creek for the purchase of materials necessary to extend the irrigation system through the recently regraded area in Piccadilly Park in an amount not to exceed \$7,878.97. Motion was seconded by Council Member O'Meara and approved unanimously.

**16.** Consider approving a quote from D&B Supply for a 7 x 14 flatbed trailer w/brake in an amount not to exceed \$7,878.97. – Jason VanGilder

Mayor Rule called the item. Public Works Director Jason VanGilder presented **Exhibit O**. Mr. VanGilder explained that the council was seeing this item as the cost exceeded the originally budget expense.

**Motion:** Motion by Council President Kiser to approve a quote from D&B Supply for a 7 x 14 flatbed trailer w/brake in an amount not to exceed \$7,878.97. Motion was seconded by Council Member O'Meara and approved unanimously.

After a brief council discussion, a decision was made to re-arrange the posted agenda to allow for public, mayor and council comments to take place before the council was to go into executive session.

**Motion:** Motion by Council President Kiser to amend the posted agenda to allow public comments, mayor, and council comments prior to action item No. 17 executive session. Motion was seconded by Council Member Murray and approved unanimously

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

- Mike Graffe—1889 Ridgeway, Middleton Mr. Graffe stated that propane tanks
  were originally installed by the city for residents to be able fill their propane tanks
  in order to cook in case of a natural disaster that cut the city off from surrounding
  cites and resources.
- Mike McDoughal 1307 Green Ln Middleton Mr. McDoughal thanked the council for the upcoming Zoning Community Open House. Mr. McDoughal went on voice his concerns that the FCO's not including the impact of the school system was unfortunate and wrong in his opinion.
- Dr. Kylie Billingsley 507 Triumph Dr. Middleton Dr. Billingsley thanked the council for allowing her to speak and for them to listen to her concerns. Dr. Billingsley wanted the council to know that her and her husband just learned of her illegal lot on December 17, 2021, and that since that time she had been trying to work with the developer without any point of contact being returned. She asked the city if they could give her some direction on what to do or how to proceed moving forward.
- City Administrator Becky Crofts Mrs. Crofts presented informed the council of the Community Open House on April 14, 2022, from 6:30 p.m. to 8:30 p.m.
- Mayor Rule Mayor Rule informed Dr. Billingsley that the city could not help advisor her and her husband in a legal compacity but that he wanted to be able to sit down with her and discuss the issues in further detail. Mayor Rule also informed the council that a quote for the livestream of the city council meetings would be brought before them at the next regularly scheduled meeting.

**17. Executive Session:** (Idaho Code 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.

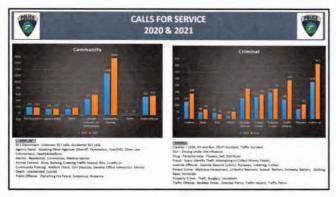
Mayor Rule called the agenda item.

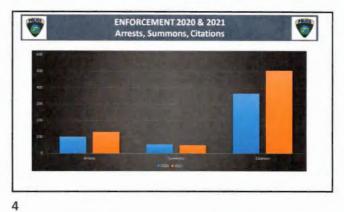
**Motion:** Motion by Council President Kiser to enter executive session Idaho Code 74-206(1)(f)) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be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

Council entered executive session at 9:46 p.m. and resumed regular session at 10:45 p.m. Council President Kiser noted for the record that there were no decisions made during the executive session.

Adjourn: Mayor adjourned the city council	meeting at 10.48 PM.
ATTEST:	Steven J. Rule, Mayor
Dawn Goodwin, Deputy Clerk	

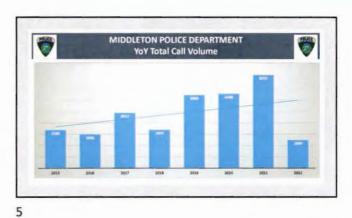
# **EXHIBIT "A"**



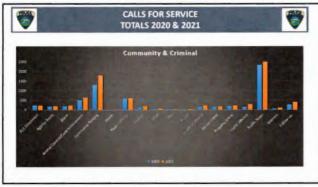


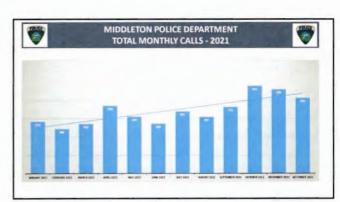
1





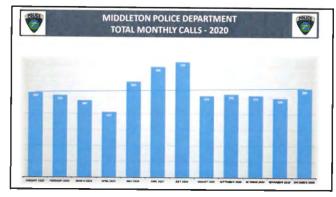
2





3 6

1



<b>*</b>		MIDE							MENT - 202				POLICE
Community	January	Pelicuscy	Marsh	April	May	June	July	Angust	September	October	Sprenher	December	Yearly Totals
911 Disconnect			26	26	1.9	22	22		13	20	24		223
Agency Assist	18	16	1.0	17	18	28	14	7	11	31	14	30	197
Alaym	1.3	- 6	17		27	16	1.0	29	21	14	27		297
Animal Central/Code Enforcement	27	20	60	64	67	64	57		50				
Community Policing	1.00	97	85	157	136	123	143	128	176	257	193	106	
Death	1		- 1	- 0	2	0	- 1	17	0	3			13
Pakis Offense	- 59	.20	42	65	50	40	5.6	50	47	71	41	56	610
Creaties Drag Dtl	13	3	3	5	6 3	11 5	17	14	28 6	21	12	6	188 68 33
Fraud	4	- 1	7	- 7	- 4	- 1	- 7	1	- 3	- 3	- 0	- 1	83
Aurenile Offense	- 24	24	25	22	99	2	1.00	18	31	21	18	10	0.00
Person Crops	11	6	17	22	23	12	20	11	12	23	18		227
Property Crime	32	24	19	17	21	16	10 20	- 11	28	11	30		224
	- 4	20	17	20	17	21	21	14	17	30	32	34	201
Traffic Offense								220	241	742	403		274.3
Traffic Offense Traffic Stope	163	187	148	226	15.2	133	343						
Traffic Offense Traffic Stope Werrant	163	- 6	9	22e		133	343	9			13	5.7	107
Traffic Offense Traffic Stope	163			7 42	35 36		9 37		12	19	13		107
Traffic Offense Traffic Stope Werrant	163	- 6	9	7	36	27	9 37	27	12 25	19	40	41	41.0
Traffic Offense Traffic Stope Westynin Father up Total Calle this Month Avg Calle/Day for Nonth	163 11 26	6 30	41	42		4		9	12 26 721	19 41	936	820	41.3 8265
Traffic Offense Traffic Stope Warrant Fulloss up Total Calle this Munth	163 11 26 870	30	9 41 543	7 42 743	36	4 27 840	9 37 681	9 27 621	12 25	19	40	41	41.0

			OLICE DEPARTMENT LS BY NATURE – 2020							Militer			
Community	January	February	March	April	May	June	July	August	September	Ortober	Savenher	December	Yearly Totals
911 Disconnect	18	17	22	16	16	22	27	26	24	18	- 11	21	231
Agency Assist	15	10	18	18	11	31	13	11	11	1.0	23		191
Alarm	. 15	1.3	19	16	13	11	20	16	18	12			180
Animal Control/Code Enforcement	22	22	30	36	41	46	68	41	40	46	26	24	661
Community Policing	11	99	110	110	1.30	158	153	93	130	100	96	114	1.081
Deeth	0	1	0	- 1	-0	i.	0	0	0	0	0	1	-
Public Offense	39	33	56	48	53	47	52	35	38	4.5	.34	46	536
Criminal													
Drug	2		1	2	6	3	8	2	2	8			
Drug Frand		2	1 2	2		3	9	- 1	9			1	21
Drug Frand Javenile Offense	30	24	1 2 16	10	16	3	3 3 14	1 9	3	15	12	1.0	187
Drug Frank Javenile Offense Ferson Crime	30 13	24 12	9	10 18	16 16	3 5	20	1 9 24	3 3 3 18	3 15 14	12	1.0 10	187 196
Drug Fransi Juvenila Offense Fransi Crime Fraperty Crima	30 13	24 12 10	15	10 18 14	16 17 29	3 5 19 29	20	1 9 94 11	13	15 14 22	12 15 14	13 15 19	187 198 201
Drug Frand Javenila Offense Fresen Crime Fresen Crime Traffic Offense Traffic Offense	30 13 11 268	24 12 10 243	9	10 18 14 93	16 17 29 228	3 5 19 29 288	20 20 210	9 24 11 226	13	15 14 22 183	12 15 14 214	10 10 19 240	157 191 201 203
Drug Frand Anvenile Offense Freson Orino Froperty Crime Truffic Offense Warrent	30 13 11 268	24 12 10 243	9 15 160 0	10 18 14 93	16 17 29 228 3	3 5 19 29 288 21	20 20 210 13	1 9 24 11 326	13 204 4	15 14 22 183	2 13 15 14 214 2	10 15 19 240 7	44 25 187 190 209 2639 72
Drug Frand Anvenile Offense Freson Orino Froperty Crime Truffic Offense Warrent	30 13 11 268	24 12 10 243	15	10 18 14 93	16 17 29 228	3 5 19 29 288	20 20 210	9 24 11 226	13	15 14 22 183	12 15 14 214	10 10 19 240	25 187 196 209 2639 72
Print Frant Anventio Offense Pripority Crims Property Crims Traffic Offense Wernett Fallies up Total Calls the # onth	30 13 11 268 8 12	24 12 10 243	9 15 160 0	10 18 14 93	16 17 29 228 3	3 5 19 29 288 21	20 20 210 13	1 9 24 11 326	13 204 4	15 14 22 183	2 13 15 14 214 2	10 15 19 240 7	201 187 198 201 2039 72 263
Drug Frand Anvende Offense France Offense France Offense France Offense France Offense Warrant Fellow an Frede Offense Total Calle the Wooth Any Calle They for Month	30 12 11 268 8	24 12 10 243 4 18	9 15 160 5 20	2 10 18 14 93 3	16 17 29 228 3 39	3 5 19 29 288 21 21	20 20 200 13 20	1 9 24 11 226 7 13	13 204 4 19	3 15 14 23 183 3 28	21 1 2 1 4 2 1 4 2 2 2 2 2 2 2 2 2 2 2 2	1 1 2 1 5 1 9 2 4 0 7 2 6	25 157 195 207 2639 72 362
Drug Assentia Assentia Assentia Assentia Assentia Fragent Colore Property Crime Trught Offene Warrant Faller inp Trials Aller in a seth Ang Cale/Day for M seth TD Cale	30 13 11 268 8 12	24 12 10 243 4 18	9 15 160 9 90	2 10 18 14 93 2 21	16 17 29 228 3 39	3 5 19 29 288 21 21	20 20 200 13 20 726	1 9 24 11 226 7 13	13 204 4 19	3 15 14 23 183 5 28	21 15 14 214 22 23	10 10 10 240 7 26 508	25 157 195 209 2639 72 362 6586 218
Drug Frand Javenila Offense Fresen Crime Fresen Crime Traffic Offense Traffic Offense	30 12 11 268 8 13 13	24 12 10 243 4 18	9 15 160 9 20 427 16	2 10 18 14 93 2 21	1 16 17 29 228 2 39 503 19	3 5 19 29 288 11 21 896 20	20 20 200 13 20 726 24	1 9 24 11 226 7 13 13 154	13 204 4 16 525	3 13 14 23 183 3 28 516	214 214 214 224 23 500 17	1 1.3 15 19 240 7 26 558	25 187 198 203 2639 72 263 6586

# **EXHIBIT "B"**



CONSULTING ENGINEERS, SURVEYORS AND PLANNERS
332 N BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 • FAX 208-466-0944

# SCOPE OF WORK City of Middleton, Headworks Maintenance March 16, 2022

Project Name: 2022 Middleton Wastewater Treatment Plant Headworks Maintenance Consultant Company Address: T-O Engineers, 332 Broadmore Way, Nampa, Idaho 83687 Consultant Project Manager/Contact Information: Kasey Ketterling, PE, 208-442-6300

Contract Amount: \$7,755.00 (Lump Sum & Time and Material)

Duration: March 2022 – September 2022

### **Project Understanding**

A concrete forensic evaluation was performed on the existing screening vault adjacent to the lift station and signs of deterioration were observed. The City of Middleton has requested the screening vault be coated. This scope includes the creation of a bid specifications for influent bypassing, coating, servicing of the Huber screens, and replacement of conduit within the screen vault. Consultant will create and provide support of bid documents and bid process.

This scope of work assumes the following general assumptions based on discussions with the City of Middleton staff and other available information.

#### **General Assumptions:**

- A. As-built information of the screening vault and forensic evaluation will be provided.
- B. The coating specifications and procedures will be based on the forensic evaluation and coating manufacture recommendations.
- C. CONSULTANT does not guarantee the structural integrity of the screen vault and influent lift station results after coating is completed.
- D. Middleton staff will assist in bypass design for coordinating impact to the plant.
- E. Scope anticipates 1 review with Client.
- F. Construction assistance is not included in this scope.

#### Scope of Work Services:

#### 1. SPECIFICATION DOCUMENT

- 1.1. Design Specification-CONSULTANT will prepare a phasing and technical specification document to be used in construction that includes the following items:
  - Bypass pumping
  - Influent Screen vault coating
  - Coordination of screen maintenance
  - Replacement of electrical conduit within influent screen vault

#### 2. BID ADMINISTRATION AND SUPPORT

Bid Administration and Support is provided under a time and materials basis when requested by the City.

- 2.1. Contract Documents –CONSULTANT will prepare a digital set of bid documents and plans to be distributed by the CITY during the bid process. CONSULTANT will prepare contract documents. Bid documents will include specification documents prepared in section 1.
- 2.2. Pre-Bid Meeting CONSULTANT will prepare agenda and conduct meeting with CITY staff and interested parties to discuss project, answer questions, etc. CONSULTANT will record meeting minutes and transmit to CITY.
- 2.3. Bid Administration CONSULTANT will review bid comments, prepare addendum, and advise CITY on bid inquiries. Assume one (1) addendum will be issued.
- 2.4. Bid Opening CONSULTANT will prepare bid summary, assist CITY in reviewing bids and make recommendation for award.

# **Project Schedule**

Item Expected Completion

Signed Contract: March 28, 2022

**Bid Administration** 

City Submittal April 25, 2022
City Approval May 9, 2022
Final Plans & Spec: May 23, 2022
Bid Advertisement: June 6, 2022
Construction: August - October

# **Cost of Services:**

<u>Services for Section 1</u> will be billed on a Lump Sum basis in accordance with the attached labor estimate and cost summary.

<u>Services for Section 2</u> will be billed on a Time and Material Basis as requested by the City.

# EXHIBIT A LABOR ESTIMATE

# 2022 Middleton Headworks Maintenance

TASK AND DESCRIPTION				Design Engineer		Survey Project Manager	Surveyor	Clerical	Expenses	Subtask	Subtotal
	Approx. Employee Hourly Pay Rate	\$190	\$125	\$95	\$130	\$180	\$120	\$70		Cost	Cost

			Т					
1. Specification Document								\$4,230
1.1 Design Specification	2	. 8	30				\$4,230	
2. Bid Aministration and Support								\$3,525
2.1 Contract Documents		2	5			4	\$1,005	
2.2 Pre-Bid Meeting		2	5				\$725	
2.3 Bid Administation	1	. 4	5				\$1,165	
2.4 Bid Opening		2	4				\$630	
	otal 3	18	49			4	\$7,755	



# **A-GEM SUPPLY INC.**

# **ELECTRONICS WHOLESALE**

715 Albany St. Caldwell, Idaho 83605 Phone (208) 459-0783 FAX (208) 459-0784

E-Mail: alanjr@agemsupply.com

### **Confidential Dealer Pricing Only**

2	Microphone	119	238.00
	4MP IP camera Vandal fixed focus	159	0
	4MP IP camera Vandal Vari-focal 2.8-12mm	269	0.00
16	8MP IP camera fixed focus	189	3024.00
	8MPBT Coax TVI	98	0.00
	PTZ 25X with Pixel tracking 4MP	798	0.00
	PTZ 30X with 450' IR 5MP	1150	0.00
	PTZ with White light/audible flashing MZ/2.8-12	459	0.00
	Mount for PTZ (first two only)	55	0.00
	1.3 MP IP Camera Vandal fixed focus	119	0
	2mp covert	300	0
1	POE switch if needed	98	98
	Hard Drive	269	0
	2MP IP	98	0
1	12vdc supply multiport 4amp 9 port fused (tvi only)	98	98.00
900	Wire per foot <b>Estimate only!</b>	0.18	162.00
50	Cat 5 shielded for wireless bridge	0.38	19.00
36	Cable ends	2	72.00
1	NVR MP 8 channel 8POE 4 w/TB	399	399.00
1	NVR MP 16 channel + 16 POE w/4TB	599	599.00
	NVR MP 16 channel 8POE w/4TB	699	0.00
	NVR/DVR combo kit 32 channel 12TB	1399	0.00
	NVR 32 channel 12MP	1399	0.00
1	Wireless Bridge Kit (If needed)	200	200.00
	Wire molding	18	0.00
	USB over Cat 5 kit	48	0.00
	HDMI over cat5 tx/rx kit	98	0.00
	Wireless Router	49	0.00
	Power strip, cords, misc	28	0.00
	UPS batttery backup	119	0.00
	For additional TB Drive installed	150	0.00
	Camera total: 16		4909.00

12.75 Labor - Wire, hookup, install 55 701.25

Total 5610.25

This includeds 2 NVRs, one 16 channel and 1 - 4 channel for interview room



Customer Name: Middleton, City of
Billing Address: 1103 W. Main St.
City/State/Zip: Middleton, ID 83644
Shipping Name: Middleton, City of
Shipping Address: 786 Wiffin Ln
City/State/Zip: Middleton, ID 83644
Email: jgordon@middletoncity.com.
Phone: (208) 585-3133

Salesman: Mike Medici Attn: Jeremy Hammor Subject: PO: Ship VIA:

Sales Quote

Date: 3/11/2022

il: jgordon@middletoncity.com FFA:

		Ph	one: (208) 585-3133	Acc	ept Partial Shipments:				
Section	Meter Type	Meter Size	Register Units	Register Options	Qtv	Unit Price E	xtended Price	Annual Maintenance	List Price
	**								
Section	Register/ETR Options	Register Shroud	Register Lid	Bottom Type	Part Number	Notes			
								Annual	
Section	Fire Hydrant Meter	Handle Options	Registration	Inlet Connection	Qty	Unit Price E	xtended Price	Maintenance	List Price
Section	Outlet Connection	FHM Add-ons							
Section	Description				Qty	Unit Price E	xtended Price	Annual	List Price
2	Flanges/Gaskets/Bolts/Kits						\$0.00	\$0.00	
3	Radio Interface Units						\$22,500.00	\$0.00	
3.1	Stealth 2 w/5' Bare Wire (ST2BW) "Stealth 2 Bare	Wire"		PHY B4D2B4D2	300	\$75.00	\$22,500.00		
4	Handheld / Cradle / Accessories						\$0.00	\$0.00	
5	Stealth AMI System Hardware and Infrastr	ucture					\$0.00	\$0.00	
6	Software						\$0.00	\$0.00	
7	Project Management Installation/Training						\$0.00	\$0.00	
8	Accessories and other items						\$1,959.00	\$0.00	
8.1	Stealth Short Lid Lock with Extension (S-LID/LOCK-S	HORT-EXT)			300	\$4.50	\$1,350.00		
8.2	Stealth pit install kit (S-PIT-INSTALLKIT)				300	\$2.03	\$609.00		
9	Hydrant Meter Accessories						\$0.00	\$0.00	
	Total System Cost and Annual Maintenan	ce					\$24,459.00	\$0.00	



Ship To: CITY OF MIDDLETON

DARREL

Invoice To: CITY OF MIDDLETON

P.O. BOX 487

MIDDLETON ID 83644

Branch					
01 - MERIDIA	ΔN				
Date	Time				Page
03/21/2022	14:	51:23	(0)		1
Account No	Phone No			Est N	lo 02
MIDDL001	208	585313	3	002	2362
Ship Via		Purchase	Order		
WILL CALL		ESTIN	IATE	ONL	Y
Tax ID No					
82-6000226					
			Sale	sperso	n
				005	
DOMENTA DE DAT	TDV DA	mπ. Λ/	1/20/	2021	2

ESTIMATE EXPIRY DATE: 04/20/2022

#### **SERVICE ESTIMATE - NOT AN INVOICE**

\*\*\*\*\* Segment 01 \*\*\*\*\*\*

Stock #: C9000390 ELGIN MS #: MV30181

Make: EL Model: WHIRLWIND MV

Is to have the following work done by 03/31/2022 (Estimated)

REPAIR & MAINTENANCE COMPLAINT:

\* INT MT START ISSUES

- \* INT MT AUTOLUBE ISSUES
- \* EXT BROOM HITS RHS NOZZLE
- RECENTLY REPLACED SWEEP KEY SWITCH. CAN TURN ON AND LET IT SET AND SOMETIMES THE LIGHTS COME AND OTHER TIMES THEY WILL NOT. IF YOU BUMP THE KEY SWITCH IT WILL KILL THE POWER/AUX ENG. IF YOU TURN KEY SWITCH SLOWLY WHEN IT IS IN BETWEEN START/RUN IT WILL CAUSE LIGHTS TO FLASH; MAY START, MAY NOT.
- AUTOLUBE WILL COME ON AND THEN CLICK TWICE AND OTHER TIMES IT WONT WORK AT ALL.
- WHEN TURNING CENTER BROOM, IT IS HITTING/HANGING UP ON RIGHT SIDE NOZZLE
- !! HOPPER EMPTY
- !! NEED TO DRAIN AND WINTERIZE OR PARK INSIDE CORRECTION:

3/18

- FOUND A BAD RELAY IN THE CENTER CONSOLE
- REPLACED AND HAVE HAD NO ISSUE SINCE
- THE AUTO LUBE IS GETTING GOOD POWER AND GROUND BUT WILL NOT WORK
- THE CURB SIDE NOZZLE HAD BEEN HIT AND WAS ANGLED UP CAUSING CONTACT WITH THE CENTER BROOM
- RIGHT SIDE DEBRIS HOSE IS WORN FROM RUBBING.
- ADJUSTED & HAD TO CUT ONE OF THE BOLTS OUT
- REPLACED TWO OF THE LOCKING BOLTS
- THE STREET SIDE BROOM HAS BEEN CHEWING AWAY AT THE TOP OF THE STREET SIDE OF THE CENTER BROOM COVER, REVIEWED

JVG Note: Recomend for approval 3/22/22.

Diagnosis and repair of the street sweekper electrical issue and pump system.

Budget Code 022-431-344.

Please be advised, all quotes are valid for 30 days.



Ship To: CITY OF MIDDLETON

DARREL

Invoice To: CITY OF MIDDLETON

P.O. BOX 487

MIDDLETON ID 83644

Branch									
01 - MERIDIAN									
Date	Time				Page				
03/21/2022	14:	51:23	(0)		2				
Account No	Phone No	)		Est N	02				
MIDDL001	208	585313	33	002	2362				
Ship Via	-	Purchase	Order						
WILL CALL		ESTIN	IATE	ONLY	<u>r</u>				
Tax ID No									
82-6000226									
			Sale	sperso	n				
				005					
	TDV DA	mm. 0/	1/20/	0000					

ESTIMATE EXPIRY DATE: 04/20/2022

#### **SERVICE ESTIMATE - NOT AN INVOICE**

OPERATION AND CONVIFMED WITH ELGIN THAT WITH THIS SN OF UNIT HAVE TO PERFROM SIDE BROOM OPERATION IN A SPECIFIC SEQUENCE TO AVOID CONTACT WITH EXTENSION BROOM. 3/21

- FOUND THE AUX PUMP SOLENOID ZIP TIED TO THE FRAME
- THE SOL MOUNT IS BROKEN OFF
- TESTED THE PUMP MANUALLY AND IT FUNCTIONS, NEED SOLENOID
- PRESSURE WASHER FUNCTIONS BUT PRESSURE SWITCH NOT WORKING, WILL NEED MORE TIME TO DIAG ISSUE. GAGE IS BAD, PEGGED AT 400 PSI.
- WILL NEED TO ADJUST NOZZLES AFTER REPAIRS ARE COMPLETE MADE A PARTS LIST AND TURNED IN

ADDITIONAL DESCRIPTION:

MILES....14604

HOURS..NA

AUX HOURS2661			
MISCELLANEOUS CHARGES:	Description	Price	Amount
	SHOP SUPPLIES	147.61	147.61
		Labor:	1054.35
		Miscellaneous:	147.61
Authorization:	<del></del>	Subtotal:	1201.96
	***** Segment 02 *****	t *	

# REPAIR AND TEST

# COMPLAINT:

- \* FOUND BAD RELAY FOR START SYSTEM, REPLACED AND TESTED
- AUTO LUBE HAS POWER AND GROUND BUT WONT ALWAYS WORK.
- \* WATER FILTER IS DIRTY
- \* LEFT AND RIGHT BROOM PIVOTS AND PINS ARE LOOSE/WORN
- SWIVEL CASTER IS DAMAGED CAUSING NOZZLE TILT UPWARDS
- \* RIGHT GUTTER SHOE WELDMENT, CURTINS AND RUBBER RUNNERS
- \* LEFT GUTTER SHOE CURTAIN & RUBBER RUNNERS

Please be advised, all quotes are valid for 30 days.



Ship To: CITY OF MIDDLETON

DARREL

Invoice To: CITY OF MIDDLETON

P.O. BOX 487

MIDDLETON ID 83644

01 - MERIDIAN									
Time				Page					
14:	51:23	(0)		3					
Phone No			Est N	lo 02					
208	585313	3	002	2362					
	Purchase	Order							
	ESTIN	IATE	ONL?	Z .					
		Sale	sperso	n					
			005						
	Time 14: Phone No	Time     14:51:23 Phone No     208585313 Purchase	Time	Time					

ESTIMATE EXPIRY DATE: 04/20/2022

#### **SERVICE ESTIMATE - NOT AN INVOICE**

- \* AUX ENG SERP BELT IS WORK
- \* AUX MOTOR PUMP SOLENOID IS BROKEN OFF MOTOR
- \* REPLACE GAUGE ON PRESSURE WASHER
- \* REPLACE RIGHT SIDE DEBRIS HOSE
- !! PRESSUR WASH PRESSURE SWITCH, NEED ADDITONAL TIME TO DIAGNOSE ISSUE

#### CORRECTION:

- \* AUTOLUBE MOTOR & PCB
- \* REPLACE WATER FILTER
- \* R & L SIDE PIVOT MOUNT & BUSINGS
- \* 1 SWIVEL CASTER
- \* REPLACE CURTAINS AND RUBBER RUNNERS ON BOTH NOZZLES AND ADJUST
- \* REPLACE AUX ENG SERP BELT
- \* REPLACE AUX PUMP SOLENOID

Part#	Description	<u> Qty</u>	Price	Amount
AC3SP8-12V	AUTOLUBE MOTOR	1	227.17	227.17
1025992	FILTER CARTRIDG	1	63.76	63.76
1062778	WLDT-PIVOT SB M	1	380.95	380.95
1062782	SHAFT-PIVOT	2	22.09	44.18
1062779	WLDT-SB PIVOT L	1	398.82	398.82
1059909	BEARING - THRUS	4	3.41	13.64
1091273	SWVL CASTER	1	543.70	543.70
1058146	WLDT-GUTTERSHOE	1	44.48	44.48
1016755	NOZZLE RUBBER R	4	10.66	42.64
1016098	REAR NOZ RUBBER	2	19.32	38.64
1016097	REAR NOZ RUBBER	2	33.06	66.12
7279186	SERPENTINE BELT	1	163.82	163.82
1058174	FSO-AUX PUMP SO	1	113.67	113.67
1066223	HOSE-SUCTION 11	1	647.65	647.65
20TV31	0-1500PSI GAUGE	1	33.83	33.83

Please be advised, all quotes are valid for 30 days.



Ship To: CITY OF MIDDLETON

DARREL

Invoice To: CITY OF MIDDLETON

P.O. BOX 487

MIDDLETON ID 83644

Branch					
01 - MERIDIA	N				
Date	Time				Page
03/21/2022	14:	51:23	(0)		4
Account No	Phone No	1		Est N	lo 02
MIDDL001	208	585313	33	002	2362
Ship Via		Purchase	Order		
WILL CALL		ESTIN	IATE	ONL	Y
Tax ID No					
82-6000226					
			Sale	sperso	n
				005	

			003
		ESTIMATE EXPIRY DATE: 04/	20/2022
	SERVICE ESTIMATE -	NOT AN INVOICE	
MISCELLANEOUS CHARGES:	Description	Price	Amount
	FREIGHT IN GROUND	112.00	112.00
	SHOP SUPPLIES	406.35	406.35
		Parts:	2823.07
		Labor:	2902.50
		Miscellaneous:	518.35
Authorization:	<del></del>	Subtotal:	6243.92
		Parts:	2823.07
		Labor:	3956.85
		Miscellaneous:	665.96
		TOTAL:	7445.88





# **ESTIMATE**

INVOICE#

Estimate

5,502

DATE

01/08/22

CUSTOMER ID

PO#

Nampa, Idaho 83697 Phone 208-442-0104 Fax 208-463-9091

Info@BighomTraffic.com

411 E Karcher Road

TO

City of Middleton 1103 West Main St Middleton, ID 83644

COLLECTION COSTS, AND ATTORNEY FEES WILL BE CHARGED.

Chipseal project Project#

BIGHORN SUPERVISOR	BIGHORN JOB	CUSTOMER JOB# ;	PAYMENT TERMS	DUE DATE
Christopher Olsen			NET 30	

INCLUDES ALL TCPS, SET-UP & TEAR DOWN, Monthly RENTAL OF EQUIPMENT. Based on a 2 day project, if longer duration is needed then additional pricing may apply.

160	Flagging 10 Flaggers @ 2 Days)	29	Per Hour	4,640
48	Traffic Control Set-up/Tear Down & TCP (3 Trucks)		Lump Sum	792
20	Signs for 2 days (extra signage if needed)		Lump Sum	70
				AND MICH.
	JLL IS DUE 30 DAYS FROM DATE OF INVOICE. A FINANCE CHARGE OF 1 'H (ANNUAL RATE 18.00%) OR MINIMUM OF \$5.00 IS CHARGED ON ALL		SUBTOTAL	5,502
	OUNTS. IF COLLECTION IS MADE BY SUIT OR OTHER WISE, INTEREST,	ID S	ALES TAX 6%	0

Make all checks payable to Bighorn Traffic Services tto THANK YOU FOR YOUR BUSINESSI

# SPECIALTY APPLICATORS, LLC

1812 W. Sunset Blvd #1-538 St. George, UT 84770





Customer:	Middleton City			ESTIMATE #	
Address:	Idaho			Date Submitted:	3/22/2022
Phone:					
Requested By:	Jess Miller			ID License #	054045-B-4
Project Number:					
Project Name:	2022 GSB M Project; Customer Controlled Project		Estimate By:	Bodin Breinholt	
Project Location:	Middleton City, ID			435-705-1706	
DBW:	N/A			bodin@specialtyapplicator	s.com.
Item #	Item Description	Quantity	UofM	Unit Price	Total
1	GSB M Application; Customer Controlled Project	20,100.00	SY	\$2.82	\$56,682.00
	*App Rates 0.19 Liquid, 1.25 lbs p. SY Aggregate				
	Bonding available for an additional 3% of estimate				
	icators' Daily Rental Rate Includes: FS Truck, Operator and limited support equipment f				
	s approx. 20,000 sq-yds, but can and will vary greatly, depending on the type of pavement control of Specialty Applicators. Therefore, Customer will be invoiced at the above re-			Invoice Subtotal	\$56,682.00
Applicators spends on the pr	oject. Specialty Applicators is only providing the FS Truck, Operator and limited suppo customer's responsibilities include all normal and customary duties of a contractor, which	rt equipment, which	ch will be under		
	ately prepping all treatment area, masking or preservation of monuments, manhole cover				
control (set up or maintenance	ce).				
	ate does not include: Pavement Markings, Tabs, Paint, Traffic Control, Cleaning, Sweep				
	locument are valid for 30 Days from the above date and are based upon Specialty Applic ease substantially, the prices quoted will increase proportionally upon notice to the custon		or materials. In		
the com that such costs mer	case sassantani, and prices quoted with increase proportionally apoli notice to the cust				
Any invoice submitted by Specialty Applicat become necessary, Specialty Applicators sha	ors shall be due 30 days after the date of such invoice. Any invoice not paid within the 30 day period will accrue interest at a rate of 1.5 ll be entitled to recover all its costs incurred in the collection of the amounts due and owed, including but not limited to attorney's fees an	% per month; further in even ad court costs	nt of collection activities	Total	\$56,682.00
Customer Name (mint)		Date	of Appartment		*
Customer Name (print)		- Date	of Acceptance:		
Signature		-			



March 31, 2022

Mr. Jason Van Gilder, PE Public Works Director City of Middleton, ID 1103 W. Main St., Middleton, ID 83644

RE: City of Middleton – Win911 Interactive Upgrade - Hardware & Programming Services Proposal

#### Dear Mr. Van Gilder:

Control Engineers is pleased to provide this proposal for engineering services in support of the City of Middleton Win911 Alarm Dialer Software upgrade via e-mail. We understand the project to include installation of Win911 on two SCADA PC's (City Hall and WWTP) including configuration, testing and operator training. This also includes provision and installation of two analog phone line modems for operator notifications.

We understand our design deliverables to include:

- Win911 upgrade from obsolete version 7 to the latest Pro-Interactive version:
  - o Migration of existing alarms to new Win911
  - Work with operators to configure alarm priorities & severities
  - Configure dialers for voice notifications
  - o Configure mobile Win911 application on cell phones for operator interface
- (2) Grandview modems for analog phone dial out, installation & configuration
- Allen Bradley connector for WWTP SCADA
- SCADA alarm integration & testing, operator training

Our estimated fee for these deliverables is based on 40 hours of engineering services and includes the cost of all hardware and software licenses for a complete and operable system:

Task	Description	Fee	
Programming Services	Software installation, configuration, testing & operator training	\$	6,880
Software & Hardware	Software licensing, Hardware equipment cost	\$	7,009
Total		\$	13,889

Thank you for your consideration and please contact me with any questions or concerns. Sincerely,

Mike Johnson Project Manager



2716 S Lincoln Ave, Ste G Jerome, ID 83338 208-324-8006 www.frontierprecision.com **Quote 58835** 

Date: Mar 31, 2022 08:41 AM

By: Steven Combe

scombe@frontierprecision.com

# **BILL TO:**

City of Middleton, ID Nate Bryan PO Box 487 Middleton, ID 83644-5900 United States nbryan.omcs@gmail.com 951-907-6047

### SHIP TO:

City of Middleton, ID
Nate Bryan
PO Box 487
Middleton, ID 83644-5900
United States
nbryan.omcs@gmail.com
951-907-6047

Product Details	Qty	Price	Total
68-5800-001  5800 Refrigerated Sampler (115 VAC, 60 Hz). Includes control panel, refrigeration unit, distributor arm, and two pump tubes. To receive a complete system you must also order a bottle configuration kit and suction line with strainer.	1	\$ 7,047.00	\$ 7,047.00
68-5800-011  1-bottle Configuration. Includes one polyethylene 20.5-liter (5.5 gallon) round bottle, two caps and two discharge tubes.	1	\$ 248.00	\$ 248.00
68-5800-020  5800 refrigerated sampler multipurpose cable / 16 unterminated leads, 10 ft. (3 m). for connecting 5800 sampler to flow meter or SCADA RTU/PLC	1	\$ 128.00	\$ 128.00
60-9004-379  3/8 inch ID x 25 ft. long vinyl suction line / standard weighted polypropylene strainer. Includes tubing coupler.	1	\$ 140.00	\$ 140.00
Miscellaneous  60-5314-145 SPA 1145. Pump tubing for 5800/4700 and 6700 Series/Avalanche Sampler, 50 ft. length. Blue locating bands not included.	1	\$ 566.00	\$ 566.00

 Sub Total:
 \$ 8,129.00

 Discount:
 \$ 0.00

 Tax:
 \$ 0.00

 Shipping:
 \$ 534.00

 Grand Total:
 \$ 8,663.00

Valid Until: May 31, 2022

# **Special Notes**

Shipping, handling, and applicable sales tax will be added to invoice

# **Terms and Conditions**

All invoices are in U.S. Dollars. Prices are good for 30 days.

Shipping and handling charges are prepaid and added to invoice. Shipment will be made by UPS Ground unless otherwise specified, FOB Shipping Point.

{{Fullname\*}}



#### Integrity Inspection Solutions, Inc.

Cell: 208-960-2883 Office: 208442-4470 Fax: 844-351-6902

204 S Dudley Ln Nampa, ID 83687 integrity@iispipeline.com

	Fax: 844-351-6902			
	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
CUSTOMER	32500	CCTV Inspection 8" - 12" Sewer	\$0.70	\$22,750.00
City of Middleton	32500	Hydro Cleaning 8" - 12" Sewer	\$0.75	\$24,375.00
DATE			\$0.00	\$0.00
4/1/2022	1	Traffic Control and Permitting - (Estimated)	\$2,850.00	\$2,850.00
ADDRESS		Note: IIS only charges for the cost of the traffic control and permitting with no mark up.		\$0.00
		Note: IIS will provide NASSCO inspection and paper deliverable or data and video via a web link. We also can review the inspection and give reccomendations for repairs.		\$0.00
PHONE				\$0.00
				\$0.00
E-MAIL			P	\$0.00
				\$0.00
SALESPERSON				\$0.00
Richard Mason				\$0.00
PROJECT				\$0.00
Middleton Cleaning and Inspections			1	\$0.00
PREPARED BY:				\$0.00
Richard Mason				\$0.00
ATTENTION				\$0.00
Jason VanGilder				\$0.00
PAYMENT TERMS				\$0.00
Net 30				\$0.00
			TOTA L	\$49,975.00

#### THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Owner must provide clear access to the upstream and downstream manholes. • Integrity Inspection Solutions is not responsible for any Traffic Control, Bypass Pumping or Permitting unless otherwise stated in the proposal portion of this document.

Date	

Sign Below to Accept Quote:

Authorized Rep

Public Works Contractors License Number 036543-C-4

**Thank You For You Business** 

Sales Order 216001729

Not Processed Offered

Order Date 04/01/2022

Est. Delivery Date 04/29/2022

Offer Expires 04/30/2022 Customer ID 58299

**Customer PO#** 

Salesperson RoseT

Shipping Via. Simplot Truck

Field Name Description

Ticket Type Deliver

Ship To: City of Middleton Shop

PO BOX 487

786 Whiffin Lane Cody 631-6734 Middleton, ID 83644

CITY OF MIDDLETON

MIDDLETON, ID 83644

# Comments:

Bill To:

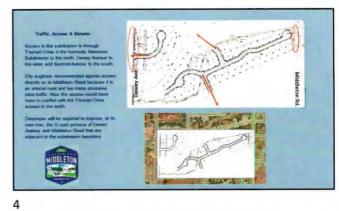
Quantity	Description	Unit Price	Total \$	%	Your Share
2.00 Drum	GLYSTAR PLUS [30GAL] SP 3 WAY BROADLEAF HERBICIDE [30GAL]	1,180.0000 / Drum 825.0000 / Drum		100.0000 100.0000	4,720.00 1,650.00

		Subto	taì	6,370.00
		0440		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		Amount D	п <del>е</del>	6,370.00
	If Paid By	Discount	Deduct	Pay Onl
Customer:	Sales Person:			
Purchase Terms				

Sales Order Page 1 216001729

# EXHIBIT "C"

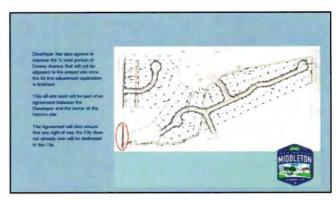




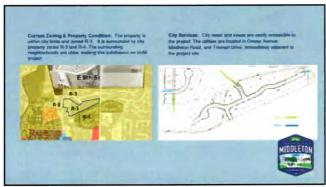
Project Description: Residented subdivisions set) 50 angle levely from tide and 15 continuor loss on 16.00 scree of valual facet levels and N. Every Assesse. According to take for professing, plangeround, should remain. Some continuous trackats for Entry performance plants for gathering, plangeround, should remain a manifoliary public performance that the City's performance plant.

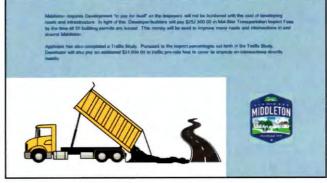
The order application before City Cource's a manifoliary public performancy plant.

A position of the project public performance and the project public performance of the project performance of the performance



2 5





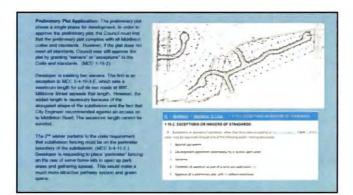
3 6

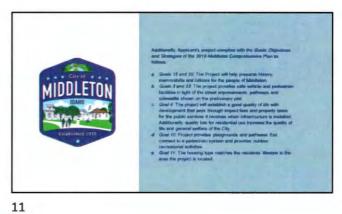
1



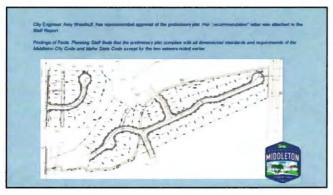


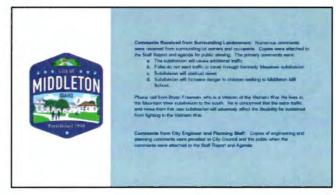
7 10





8 1





9 12

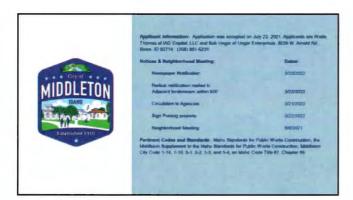
2



Conclusions and Reconsumended Conditions of Approved

City Council must consider queens face, and considerate of several considerations of the whord determining whether is best and applications included by approved an derivative control of the several consideration of the several consideration of the other considerations of the through several consideration of the first consideration of the considerati

13 16



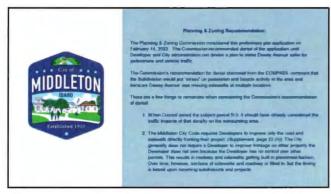
After eating the sortied. Consect men than give in the desired value to suppose or always the application for preliminary plat. If Council retromose to opposes the supplication, Self-inconnection that this approval her adopted to the following creditions:

9. Citing of Middleton managing demands: water, the five and carried your reverse carried as to be adented to send the authorities.

2. The total less adjustment mant the approvale and finalized you're to submitted of the Connection Stressing application.

3. Therebyers and promitter, all is down cost, and it ship powed pathways of all the not be adented to be send the send of the connection of the c

14 17



15

Chibit I



### Middleton School District #134

## City of Middleton--Public Hearing Notice Response

#### General Response for All New Development

Middleton School District is currently experiencing significant growth in its student population. As it is now, we have 2 of our 3 elementary schools over capacity (2 portables at Mill Creek, 3 portables at Heights Elementary) with more coming. We are nearing capacity, but have not superseded at this point, at our high school and middle school. As it stands now there is a need for additional facilities in our school district, primarily at the elementary grades. However, we have significant concerns of the continued growth and our ability to meet the future facility needs of our district at the secondary level (Middleton Middle School and Middleton High School).

Middleton School District #134

Every Child Learning Every Day

We are in process of having a demographic study performed for our school district boundaries and preliminary data suggests that for every new home we could expect between 0.5 and 0.7 (with an average of .559)\*\* students to come to our school. That is the factor/rate we use to make our projection of student impact for each development.

We encourage the city to be judicious in their approval process recognizing that each new development brings new students to our school and will increase the burden placed on taxpayers within the school district. New facilities, primarily an elementary school, are needed now, but additional students could continue to increase that need.

\*\*Please note a change in this rate from previous correspondence

#### The Mill at Middleton Subdivision

Students living in the subdivision as planned would be in the attendance zones for both Middleton Heights and Mill Creek Elementary school. With 50 lots, we would anticipate, upon completion, an increase of 25-35 students between Middleton Heights Elementary, Mill Creek Elementary, Middleton Middle School, and Middleton High School.

In addition to the increase in student population, no bussing would be provided for elementary school students. As such, it would be important that the developer include plans for sidewalks connecting to the existing sidewalk system so that students have a safe passage to school. (Bussing would be provided for Middle and High School students)

Marc Gee Superintendent

Lisa Pennington Assistant Superintendent

5 South Viking Avenue Middleton, ID 83644 (208) 585-3027

msd134.org

## **EXHIBIT "D"**

#### TEMPORARY CONSTRUCTION LICENSE

This Temporary Construction License Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2022, ("Effective Date") by and between the City of Middleton, a municipal corporation of the State of Idaho ("City") and IAG Capital, LLC, an Idaho limited liability company ("Developer").

#### RECITALS

**WHEREAS**, the City is the holder of a twenty foot greenbelt easement ("Greenbelt Easement") running along the southern boundary of certain real property in the Kennedy Meadows Subdivision, City of Middleton, State of Idaho, which property is more fully described as:

Lot 06, Block 1 and Lot 14, Block 2 of Kennedy Meadows Subdivision according to the official plat thereof recorded on March 11, 2005 as Instrument No. 200512573, records of Canyon County, Idaho.

WHEREAS, said Greenbelt Easement runs parallel to the southern boundary of said real property at a distance of twenty feet (20') therefrom, as depicted on the final plat for the Kennedy Meadows Subdivision, a true and correct copy of which is attached hereto as Exhibit A and incorporated by this reference; and,

**WHEREAS**, Developer desires to construct a paved pathway within said Greenbelt Easement ("Improvements"); and,

WHEREAS, the City desires to grant developer a license for the construction thereof.

## NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING COVENANTS ANDPROMISES, THE PARTIES AGREE AS FOLLOWS:

- 1. GRANT OF LICENSE. City hereby conveys to the Developer a temporary construction easement for the purpose of construction the Improvements and related activities including, without limitation, pathway construction, grading, drainage improvements, and landscaping.
- 2. LICENSE DESCRIPTION AND TERM. The licensed areas shall be the same area as the Greenbelt Easement ("Licensed Premises"). The term of this license shall commence on the Effective Date and shall continue for thirty six (36) months.
- 3. NON-EXCLUSIVE EASEMENT. This license shall be non-exclusive and shall not preclude City or its employees, contractors, or other agents from use of the Licensed Premises.
- 4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The Developer shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Licensed Premises. On revocation, surrender or other termination of this license, the Developer shall quietly and peaceably surrender the Licensed Premises occupied by the Developer and shall promptly and diligently repair any damage to the Licensed Premises caused by the activities of the Developer (or any contractor, employee, or agent of the Developer).
- 5. INSURANCE. The Developer shall at all times have insurance of the types set forth herein and in the amount of \$1,000,000.00 and shall furnish to City a certificate or certificates of TEMPORARY CONSTRUCTION LICENSE 1

insurance evidencing such insurance acceptable to City. The following insurance is required:

- A. Comprehensive General Liability Insurance; and
- **B.** Workers Compensation Insurance meeting statutory requirements.
- **6. ASSIGNMENT.** Developer may assign any of the rights or obligations created hereunder without the prior written consent of the City. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.
- 7. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorney's fees, which rights shall survive termination of this Agreement.
- **8. RELATIONSHIP OF THE PARTIES.** The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.
- 9. **DUPLICATE ORIGINALS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 10. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

CITY OF MIDDLETON	DEVELOPER
Steven J. Rule, Mayor	BY:
	ITS:
ATTEST:	
Becky Crofts, City Clerk	

## **EXHIBIT "E"**

#### **ORDINANCE NO. 661**

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 7, CHAPTER 3, SETION 07-03-01, MIDDLETON CITY CODE, PERTAINING TO PROHIBITED ACTIVITES IN PUBLIC PARKS OF THE CITY OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

**BE IT ORDAINED** by the Mayor and Council of the City of Middleton, County of Canyon, State of Idaho:

**Section 1.** That Title 7, Chapter 3, Section 07-03-01 of the Middleton City Code is hereby amended, as follows:

#### 7-3-1: PERMITS; PROHIBITED ACTS:

The following are prohibited in all public parks, unless a permit is first obtained from the government entity which owns such park, whether that be the City of Middleton or Greater Middleton Parks and Recreation District:

- A. Unauthorized motor vehicles. This rule shall not prohibit the use of ADA compliant wheelchairs that are motorized and other similar accessibility enhancing devices by disabled individuals.
  - B. Overnight parking and parking or displaying "for sale" vehicles.
  - C. Alcoholic beverages.
  - D. Selling any goods, food or food products of any kind.
- E. Conducting business in or at a City park or facility, except in an area designated for a farmer's market or as part of events with a special events permit issued by the City.
  - F. Camping day or night.
- G. Hunting, shooting at targets, lighting fireworks, golfing, or participating in any activity involving objects that can cause great bodily harm, for example throwing or slinging rocks or stones, flinging sharp-ended arrows, knives, hatches, guns, paintball guns, javelins javelines, swords or spears.
  - H. Bicycle riding and skateboarding on ball fields and courts.
  - I. Glass containers.
  - J. Signs, except team name and sponsor banners during contests.
  - K. Metal detecting/worm gathering.
- L. Fire; except in a grill attended at all times. All fires which are properly maintained shall be extinguished before leaving the park.
  - M. Smoking and vaping.
- N. Despoiling, littering, defacing, or creating an unsanitary condition in the park including a restroom or washroom.
- O. No person shall use the park restrooms and washrooms designated for the opposite sex unless under six (6) years old and accompanied by a parent.
- P. Constructing or erecting any building or structure of whatever kind, whether permanent or temporary in character, or running or stringing any utility line onto, upon or across any park or public lands.

- Q. Destruction of vegetation. Damaging, cutting, carving, marking, defacing, transplanting, or removing any tree or plant, or injuring the bark, or picking the flowers, fruit or seeds of any tree or plant. Attaching any rope, wire or other contrivance to any tree or plant. Climbing on, hanging from or bending trunks or branches of any tree or plant. Digging in or otherwise disturbing grass areas or in any other way injuring or impairing the natural beauty or usefulness of any area.
- R. Destruction of park property. Marking, defacing, disfiguring, injuring, tampering with, displacing or removing any buildings, bridges, tables, benches, fireplaces, railings, playground equipment, paving or paving material, water lines or other public utilities or parts or appurtenances whatsoever, either real or personal, or have in his possession any of the foregoing things or objects, or any part thereof.
- S. Disturbing the peace. Engaging in any conduct that interferes with another person's reasonable use and quiet enjoyment of any park. While in a public park, using obscene, abusive or threatening language; using or threatening any act of violence; using a radio, loudspeaker, CD player, tape player, or any other amplification device which can be heard at a distance of more than fifty feet (50') from the source of the amplified sound; engaging in riotous or disorderly conduct; removing or damaging any structure, any item of park equipment, any plant or natural feature; riding a bicycle, skateboard or other wheeled implement, except on paved paths, or in such a manner as threatens other park users; and littering.
- T. Refusal to leave park. No person shall refuse to leave a park when directed to do so by a police officer or City official.
- **Section 2.** This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.
- **Section 3.** This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.
- **Section 4.** All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this day of, 2022.								
<b>APPROVED BY THE MA</b> day of, 2022.	AYOR OF THE CITY OF MIDDLETON, IDAHO, this							
	ATTEST:							
Steve Rule, Mayor	City Clerk (or Deputy)							

## **EXHIBIT "F"**

#### ORDINANCES OF THE CITY OF MIDDLETON NOTICE OF ADOPTION AND SUMMARY OF AMENDED AND RESTATED ORDINANCE NO 661

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 7, CHAPTER 3, SETION 07-03-01, MIDDLETON CITY CODE, PERTAINING TO PROHIBITED ACTIVITES IN PUBLIC PARKS OF THE CITY OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

## BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, COUNTY OF CANYON, STATE OF IDAHO:

**Section 1.** Amends Title 7, Chapter 3, Section 7-3-1 of the Middleton City Code by providing that permits for the use of public parks must be obtained from the entity owning said park.

**Sections 2 through 4.** Provides that this ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law; provides for severability; repeals conflicting ordinances, resolutions, and orders.

Ordinance No. 659 provides an effective date, which shall be on the 6th day of April, 2022. Ordinance No. 661 was passed by the Council and approved by the Mayor on the 6th day of April, 2022. The full text of the Ordinance is available at Middleton City Hall, 1103 W Main St, Middleton, ID 83644. The Mayor and City Council approved the foregoing summary on the 6th day of April, 2022, for publication on the 11th day of April, 2022, pursuant to Idaho Code § 50-901A.

Mayor Steve Rule

ATTEST: Becky Crofts, City Clerk

#### STATEMENT OF LEGAL ADVISOR

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 659 and provides adequate notice to the public as to the contents of such ordinance.

DATED this	day of
2022	

Douglas Waterman, Attorney for City of Middleton

# **EXHIBIT "G"**



Proposal for Development Impact Fee and Capital Improvements Plan

Middleton, Idaho

February 15, 2022

## Table of **Contents**

Section A: Cover Letter	1
Section B: Firm and Staff Profile	3
Section C: Project Approach	16
Section D: Project Schedule	23
Section E: Fee Schedule	25



### Section A: Cover Letter

February 15, 2022

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

#### RE: Proposal for Development Impact Fee Study and Capital Improvements Plan

Ms. Crofts,

TischlerBise, on behalf of Galena Consulting, is pleased to submit the enclosed proposal to prepare a Development Impact Fee Study and Capital Improvements Plan for the City of Middleton. This assignment requires a consulting team with a unique combination of experience and expertise. We feel that TischlerBise, paired with Galena Consulting, is ideally suited to undertake this project based on our Team's extensive national and Idaho impact fee experience. There are several points we would like to note that make our qualifications unique:

- Depth of Experience. TischlerBise is the nation's leading impact fee and infrastructure financing consulting firm. Our qualified professionals bring an unparalleled depth of experience to this assignment. We have managed over 1,000 impact fee studies across the country more than any other firm. We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More important, a TischlerBise impact fee methodology has never been successfully challenged in a court of law.
- Idaho Experience. Galena Consulting has unsurpassed experience preparing impact fee studies and capital improvement plans in the State of Idaho. Galena Consulting has completed impact fee studies and developed capital plans for over 50 local governments in the Intermountain West over the past 19 years. This work has involved the capital needs for Transportation, Parks and Recreation, Fire and Emergency Medical Services, and Law Enforcement.
- Technical Knowledge of Land Use Planning and Local Government Finance. The City requires consulting expertise in the areas of land use planning, transportation, and economic development in the State of Idaho, as well as in local government finance. Many communities overlook the fact that impact fees are a land use regulation. TischlerBise will apply years of impact fee and land use and economic development planning experience within the context of overall City financial needs, and land use, transportation, and economic development policies. This will lead to a work product that is both defensible and that promotes equity.
- Community Outreach. An important component of a successful impact fee program is community support. All three members of our project team have substantial experience developing and





Responsiveness. As a small firm, we have the flexibility and responsiveness to meet all deadlines
of the City's project. In addition, much of the consulting work on this assignment will take
place at our Boise offices.

If you have any questions regarding our proposal, please feel free to contact Anne Wescott or myself. Our Team looks forward to the possibility of working with the City and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,

L. Carson Bise II, AICP, President

TischlerBise, Inc.

4701 Sangamore Road, Suite S240

Bethesda, MD 20816

Phone: 301-320-6900 Ext. 12 E-mail: carson@tischlerbise.com

Anne Wescott, President

Galena Consulting

1214South Johnson

Boise, ID 83705

Phone: 208-860-0133

E-mail: awescott@galenaconsulting.com



## Section B: Firm and Staff Profile

This proposal represents a joint venture between TischlerBise and Galena Consulting. TischlerBise will be the prime contractor and Galena Consulting will be a subcontractor.

### TischlerBise, Inc.

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies, and related revenue strategies. Our firm has been providing consulting services to public agencies for over thirty years. In this time, we have prepared over 900 fiscal/economic impact evaluations and over 1,000 impact fee/infrastructure financing studies – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies.

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland and Boise, Idaho. The firm's legal addresses are:

#### **Principal Office**

L. Carson Bise, AICP, President 4701 Sangamore Rd, Suite 240 Bethesda, MD 20816 301.320.6900 x12 carson@tischlerbise.com

#### **Idaho Office**

Colin McAweeney, Sr. Analyst 999 West Main Street Boise, ID 83702 202.642.8248 colin@tischlerbise.com

TischlerBise consistently exceeds our client's expectations, which is due in large part to the **heavy involvement of our highly skilled principal-level professionals.** We are proud of the fact that most of our clients retain TischlerBise for return engagements. There are several areas that make our qualifications unique:

- Unsurpassed Expertise. Our qualified professionals bring an unparalleled depth of experience to this assignment. We have managed over 1,000 impact fee studies across the country – more than any other firm.
- Innovators. TischlerBise has been at the forefront of developing unique and innovative approaches for impact fees that are based on the client's policy objectives and backed by rigorous primary data development. For example, TischlerBise has developed and refined methodologies for calculating impact fees by size of housing unit and developing distance-related/tiered transportation impact fees. More important, a TischlerBise impact fee methodology has never been successfully challenged in a court of law.
- Consensus Builders. Our seasoned Project Team has actively participated in legislative body
  meetings and citizen committees to educate stakeholders regarding the technical process of impact
  fee calculations as well as the pros and cons of impact fees. We have unsurpassed experience as



consensus builders working with a broad cross-section of urban, suburban, and rural communities across the country.

An important factor to consider related to this work effort is our **previous experience preparing impact fees in the State of Idaho.** The table below provides a complete list of TischlerBise's Idaho impact fee experience.

TischlerBise Idaho Impact Fee Experience						
Ada County	Caldwell					
Hailey	Hayden	Idaho Falls				
Kellogg	Kootenai County Fire District	Nampa				
Post Falls	Sandpoint	Shoshone Fire District				

## **TischlerBise Impact Fee Experience (last 5 years)**

A summary of our national impact fee experience over the last 5 years is shown below.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AL	Daphne		•					•	•	•			
AL	Fairhope		<b>•</b>					•	<b>♦</b>	•		•	
AL	Foley		<b>•</b>					•	<b>♦</b>	•			
AR	Bella Vista						<b>♦</b>	•			•		
AR	Bentonville		<b>♦</b>	•	<b>♦</b>		<b>♦</b>	•	<b>♦</b>				
AZ	Apache Junction		•				<b>♦</b>	•	<b>♦</b>		•	•	
AZ	Avondale		<b>♦</b>	•	•		<b>♦</b>	•	•		•	•	
AZ	Buckeye		<b>♦</b>	•	•		<b>♦</b>		•		•	•	
AZ	Casa Grande		<b>♦</b>	•			<b>♦</b>	•	•		•	•	
AZ	Cave Creek		<b>♦</b>	•	•				•	•		•	
AZ	Coolidge		<b>♦</b>	<b>♦</b>			•	•	<b>♦</b>			•	
AZ	Eloy			•	•		<b>♦</b>		<b>♦</b>		•	•	
AZ	Flagstaff	•	<b>♦</b>				•	•	<b>♦</b>		•	•	
AZ	Fountain Valley		•					•	<b>♦</b>				
AZ	Gilbert		•		•		<b>♦</b>	•			<b>♦</b>		
AZ	Glendale			•	•	•	<b>♦</b>	•	<b>♦</b>		<b>♦</b>	•	
AZ	Goodyear		•	•	•		<b>•</b>	•	<b>•</b>		<b>♦</b>		
AZ	Kingman		•	•	•		<b>♦</b>		<b>♦</b>				



								_					
STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Maricopa	•	•				•	•	•	•	•	•	
AZ	Pinal County	•	•				•		<b>♦</b>				
AZ	Pinetop-Lakeside		<b>♦</b>				•		<b>♦</b>	•		•	
AZ	Prescott	•											
AZ	San Luis		<b>♦</b>	•	•	•	<b>♦</b>	•	<b>♦</b>				
AZ	Sedona		<b>♦</b>			•	<b>♦</b>		<b>♦</b>			•	
AZ	Show Low	•	<b>♦</b>	•	•		<b>♦</b>		<b>♦</b>		•		
AZ	Sierra Vista		<b>•</b>				<b>•</b>	•	<b>♦</b>	•	•		
AZ	Somerton		<b>♦</b>	•	•	•	<b>♦</b>	•	<b>♦</b>				
AZ	Surprise		<b>♦</b>	•	•		•	•	•		•	•	
AZ	Tucson		<b>♦</b>				<b>♦</b>	•	<b>♦</b>				
AZ	Wellton		<b>♦</b>	•	•	•	<b>♦</b>	•	<b>♦</b>				
AZ	Yuma		<b>♦</b>	•		•	•	•	<b>♦</b>	•		•	
CA	Tulare		<b>♦</b>	•	<b>♦</b>	•	<b>♦</b>	•	<b>♦</b>	•	•	•	
FL	Manatee County		•				<b>♦</b>	•	<b>♦</b>	•		•	<b>♦</b>
FL	Manatee County Schools												<b>♦</b>
FL	Miami	•					<b>♦</b>	•	<b>♦</b>	•		•	<b>♦</b>
FL	Osceola County Schools												<b>♦</b>
FL	Parkland						<b>♦</b>		<b>♦</b>				
FL	Pasco Co. School Board												<b>♦</b>
FL	Pinecrest		•			•	<b>♦</b>		<b>♦</b>				
FL	Sarasota County Schools												<b>♦</b>
FL	South Miami		•						<b>♦</b>				
FL	Stuart		•				•	•	<b>♦</b>			•	
GA	Forsyth County		•										
GA	Gordon County	•							<b>♦</b>	•		•	
GA	Henry County		•										
GA	Roswell		•						<b>♦</b>	•			
ID	Hailey		•	•	•		•	•	<b>♦</b>	•	<b>♦</b>	•	
ID	Hayden		•				•		<b>♦</b>				
ID	Idaho Falls		•				•	•	<b>♦</b>				
ID	Post Falls	•	•				•		<b>♦</b>				
MD	Anne Arundel		•				•		<b>♦</b>				<b>♦</b>
MD	Easton	•	•				•	•	<b>♦</b>			•	
MD	Frederick County		•				<b>♦</b>	•	<b>♦</b>		•	•	<b>♦</b>



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
MD	Talbot County	•	•				_		•		•	•	•
MT	Bozeman		•	•	•			•					
MT	Hamilton		•	•	•		•	•					
MT	Livingston		•	•	•			•	•				
MT	Missoula		<b>♦</b>				•		<b>♦</b>		<b>♦</b>	•	
MT	Missoula County		<b>♦</b>	•			•	•					
NM	Las Cruces			•	•								
NV	Washoe County		<b>*</b>										
ОН	Delaware						•	•	<b>♦</b>			•	
ОН	Lebanon		<b>*</b>						<b>♦</b>				
ОН	Sunbury						•					•	
RI	East Greenwich							•	<b>♦</b>	•		•	<b>♦</b>
RI	Middletown			•			•	•	<b>♦</b>			•	<b>♦</b>
SC	Beaufort County		<b>♦</b>				•	•	<b>♦</b>		<b>♦</b>		<b>♦</b>
SC	Clover School District												<b>♦</b>
SC	Easley		•				•	•	<b>♦</b>				
SC	Fort Mill School District												<b>♦</b>
SC	Georgetown County		<b>♦</b>				•				•		
SC	Horry County	•					<b>*</b>	•	<b>♦</b>	•	•		
SC	Jasper County		<b>*</b>				•	•	<b>♦</b>				<b>♦</b>
SC	Lancaster County						<b>•</b>	•	<b>♦</b>				<b>♦</b>
SC	Lexington County						•	•					
SC	Tega Cay			•	<b>*</b>			•	<b>♦</b>				
SC	York County		<b>*</b>				<b>•</b>		<b>*</b>				
TN	Hendersonville		•				•	•	<b>♦</b>				
TN	Murfreesboro		•				•	•	<b>*</b>				
TN	Portland		<b>*</b>				<b>*</b>	•					
TN	Williamson County												<b>♦</b>
UT	West Jordan		<b>*</b>	•	<b>•</b>	•	<b>*</b>	•	<b>♦</b>				
VA	Goochland County		<b>*</b>										
VA	Fauquier County		<b>*</b>					•					<b>♦</b>
VA	Frederick County		<b>*</b>					•					<b>♦</b>
VA	Henrico County		<b>*</b>						<b>♦</b>		<b>♦</b>		<b>♦</b>
VA	Isle of Wight County							•	<b>♦</b>				<b>♦</b>
VA	Loudoun County		<b>•</b>				<b>•</b>	•	<b>•</b>		•		<b>♦</b>



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
VA	Stafford County		•										
VA	Suffolk			•	<b>*</b>								
WV	Jefferson County						<b>*</b>	•	•			•	<b>♦</b>

## **Galena Consulting**

Galena Consulting was founded in Boise, Idaho in 2002 to support local governments in providing innovative and fiscally sustainable services. Galena Consulting has been a trusted partner for Idaho cities, counties and other taxing districts in capital planning and impact fee development for 19 years. Other services include operational analyses, fee studies, fiscal impact analyses, policy development, consolidation analysis, strategic planning and management coaching.

#### **Legal Address**

Anne Wescott, President 1214 South Johnson Boise, ID 83705

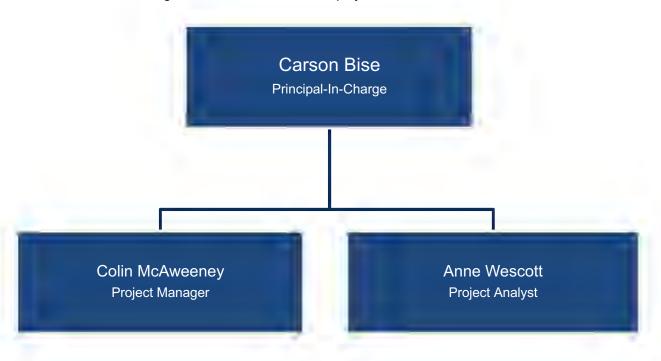
Galena Cor	Galena Consulting Idaho Impact Fee Experience							
Boise	Caldwell	Caldwell Hwy. District						
Caldwell Rural Fire District	Carey	Cascade						
Cascade Fire District	Donnelly	Driggs						
Eagle Fire District	Eastside Fire District	Eastside Hwy. District						
Emmett	Filer Fire District	Gem County Fire District						
Houser Fire District	Kuna	Kuna Fire District						
Lakes Hwy. District	Marsing Fire District	McCall						
McCall Fire District	MicaKidd Fire District	Meridian						
Meridian Rural Fire District	Middleton	Middleton Fire District						
Middleton Parks District	Mountain Home	North Ada Co. Fire District						
Nampa	Nampa Rural Fire District	Northern Lakes Fire District						
Northside Fire District	Payette	Post Falls Hwy. District						



Rock Creek Fire District	Shoshone Fire District	Spirit Lake Fire District
St. Maries' Fire District	Star Fire District	Sun Valley
Timberlake Fire District	Twin Falls	West Pend
Wilder Fire District	Worley Fire District	Ada County
Elmore County	Gem County	Jerome County
Kootenai County	Payette County	Shoshone County
Valley County		

## **Project Team**

To successfully navigate through the City's impact fee study, the successful consultant must possess specific, detailed, and customized knowledge, not only of the technical analysis, but also of the context of the impact fee structure in achieving the City's land use, affordable housing, and economic development policy goals. Our Project Team for this assignment includes our most senior and experienced impact fee professionals. We have unsurpassed experience performing projects requiring the same expertise as that needed to serve the City. The role of each team member and their qualifications are briefly discussed in this section, and the organizational chart shows our project team.



Carson Bise, AICP, President of TischlerBise, will serve as Principal-In-Charge. In this role, Mr. Bise will coordinate our Project Team's interaction with the City to ensure that all work is completed properly, on



time, and within budget. He will work closely with Ms. Wescott and Mr. McAweeney, developing and reviewing all aspects of the project and providing overall quality assurance for the project.

Colin McAweeney, Senior Fiscal/Economic Analyst, will serve as Project Manager for this assignment. Mr. McAweeney has been with TischlerBise for seven years and is the Project Manager for many of our Arizona assignments, which have the most stringent impact fee enabling legislation in the country. Mr. McAweeney heads our Boise office and has prepared impact fees in Kellogg, Idaho Falls, Hayden, and Sandpoint. Mr. McAweeney was the project manager for our recent assignment developing a regional fiscal impact model for COMPASS and project-level fiscal impact model for the City of Eagle.

**Anne Wescott** is President of Galena Consulting. Ms. Wescott will provide project support for this assignment. She will work closely with Mr. Bise and Mr. McAweeney, developing and reviewing all aspects of the project and providing overall quality assurance for the project. **Ms. Wescott has managed many similar projects in the State of Idaho.** 

Complete staff resumes are shown below.

### L. Carson Bise, II, AICP, President

#### **EXPERIENCE**

Carson Bise has thirty years of fiscal, economic, and planning experience and has conducted fiscal and infrastructure finance evaluations in thirty-nine states. Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 350 impact fee studies. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are Next Generation Transportation Impact Fees and Fiscal Impact Analysis: Methodologies for Planners, both published by the American Planning Association, a chapter on fiscal impact analysis in the book Planning and Urban Design Standards, also published by the American Planning Association, and the ICMA IQ Report, Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP CD-ROM Training Package entitled The Economics of Density. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and recently Chaired the APA's Paying for Growth Task Force. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.

#### **EDUCATION**

M.B.A., Economics, Shenandoah University
Bachelor of Science, Geography/Urban Planning, East Tennessee State University
Bachelor of Science, Political Science/Urban Studies, East Tennessee State University

#### SELECTED IMPACT FEE EXPERIENCE

- Daphne, Alabama Impact Fee Study
- Foley, Alabama Impact Fee Study
- Gulf Shores, Alabama Impact Fee Study
- Orange Beach, Alabama Impact Fee Study
- Apache Junction, Arizona Impact Fee Study
- Camp Verde, Arizona Impact Fee Study



- Eloy, Arizona Impact Fee Study
- Siloam Springs, Arkansas Impact Fee Study
- Avenal, California Development Impact Fee Study
- Corcoran, California Development Impact Fee Study
- Banning, California Development Impact Fee Study
- National City, California Development Impact Fee Study
- Mammoth Lakes, California Development Impact Fee
- Rancho Cucamonga, California Development Impact Fee Study
- Suisun City, California Development Impact Fee Study
- Temecula, California Development Impact Fee Study
- Tulare, California Development Impact Fee Study
- Adams County, Colorado Transportation Impact Study
- Arapahoe County, Colorado Rural Road Funding Strategy and Rural Road Impact Fee Study
- Boulder, Colorado Impact Fee/Excise Tax Study
- Castle Rock, Colorado Impact Fee Study
- Evans, Colorado Impact Fee Study
- Erie, Colorado Impact Fee Study
- Fort Collins, Colorado Transportation Capital Expansion Fee Study
- Grand Junction, Colorado Impact Fee Study
- Greeley, Colorado Impact Fee Study
- Longmont, Colorado Impact Fee Study
- Louisville, Colorado Impact Fee Study
- Mead, Colorado Impact Fee Study
- Steamboat Springs, Colorado Impact Fee Study
- Thornton, Colorado Impact Fee Study
- Vail, Colorado Impact Fee Study
- DeSoto County, Florida Impact Fee Study
- Manatee County, Florida Impact Fee Study
- North Miami, Florida Impact Fee Study
- Pasco County, Florida School Impact Fee Study
- Polk County, Florida Impact Fee Study
- Punta Gorda, Florida Impact Fee Study
- Boise, Idaho Impact Fees and Capital Improvements Plan
- Hailey, Idaho Impact Fees and Capital Improvements Plan
- Hayden, Idaho Impact Fees and Capital Improvements Plan
- Nampa, Idaho Impact Fees and Capital Improvements Plan
- Post Falls, Idaho Impact Fees and Capital Improvements Plan
- Sandpoint, Idaho Impact Fees and Capital Improvements Plan
- Anne Arundel County, Maryland Revenue Strategies
- Calvert County, Maryland Impact Fee Study
- Caroline County, Maryland Schools Excise Tax Study
- Carroll County, Maryland Impact Fee Study
- Charles County, Maryland Impact Fee Study



- Dorchester County, Maryland Impact Fee Study
- Town of Easton, Maryland Impact Fee Study
- Hagerstown, Maryland Impact Fee Study
- Hampstead, Maryland Impact Fee Study
- Salisbury, Maryland Impact Fee Study
- Talbot County, Maryland Impact Fee Study
- Washington County, Maryland Impact Fee Study
- Wicomico County, Maryland Impact Fee Study
- Worcester County, Maryland Impact Fee Study
- Broadwater County, Montana Impact Fee Feasibility Study
- Florence-Carlton School District, Montana Impact Fee Study
- North Las Vegas, Nevada Impact Fee Study
- Nye County/Town of Pahrump, Nevada Impact Fee Study
- Clinton City, Utah Impact Fee Study
- Draper City, Utah Impact Fee Study
- Farmington City, Utah Impact Fee Study
- Logan City, Utah Impact Fee Study
- Mapleton City, Utah Impact Fee Study
- Spanish Fork, Utah Impact Fee Study
- West Jordan, Utah Impact Fee Study

#### SPEAKING ENGAGEMENTS

- Fiscal Impact Assessment, AICP Training Workshop, APA National Planning Conference
- Dealing with the Cost of Growth: From Soup to Nuts, ICMA National Conference
- Demand Numbers for Impact Analysis, National Impact Fee Roundtable
- Calculating Infrastructure Needs with Fiscal Impact Models, Florida Chapter of the APA Conference
- Economic Impact of Home Building, National Impact Fee Roundtable
- Next Generation Transportation Impact Fees, APA National Conference
- Economics of Density, APA National Conference
- The Cost/Benefit of Compact Development Patterns, APA National Conference
- Fiscal Impact Modeling: A Tool for Local Government Decision Making, ICMA National Conference
- From Soup to Nuts: Paying for Growth, APA National Conference
- Mitigating the Impacts of Development in Urban Areas, Florida Chapter of the APA
- Impact Fee Basics, National Impact Fee Roundtable
- Fiscal Impact Analysis and Impact Fees, National Impact Fee Roundtable

#### **PUBLICATIONS**

- "Next Generation Transportation Impact Fees," APA, Planners Advisory Service.
- "Fiscal Impact Analysis: Methodologies for Planners," APA.
- "Planning and Urban Design Standards", APA, Contributing Author on Fiscal Impact Analysis.
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets", ICMA Press.
- "Smart Growth and Fiscal Realities", ICMA Getting Smart! Newsletter.
- "The Economics of Density", AICP Training Series, 2005, Training CD-ROM (APA).



## Colin McAweeney, Senior Fiscal and Economic Analyst

#### **EXPERIENCE**

Colin McAweeney is a Senior Fiscal and Economic Analyst at TischlerBise in Boise, Idaho, with specialties in finance and economic development planning. Mr. McAweeney is an industry expert regarding the intersection of land use planning and municipal finance. His expertise ranges from project-level impact analysis to regional fiscal model design and programming. Additionally, McAweeney has completed impact fee and user fee studies in 30+ communities. Prior to joining TischlerBise, he completed a thesis surrounding urban aspects that attract investment and worked in the finance sector for several years.

#### **EDUCATION**

M.S., Urban Management and Development, Erasmus University Rotterdam B.S., Economics with an emphasis on Mathematics, University of Wisconsin – Madison

#### SELECTED IMPACT FEE EXPERIENCE

- Erie, Colorado Impact Fee Study
- Fort Collins, Colorado Transportation Capital Expansion Fee Study
- Lake Dillon Fire District, Colorado Impact Fee Study
- Lone Tree, Colorado Impact Fee Study
- Parker, Colorado Impact Fee Study
- South Metro Fire District, Colorado Impact Fee Study
- Nassau County, Florida Impact Fee Study
- Idaho Falls, Idaho Capital Improvement Plan and Impact Fee Study
- Kellogg, Idaho Capital Improvement Plan and Impact Fee Study
- Post Falls, Idaho Capital Improvement Plan and Impact Fee Study
- Portland, Maine Impact Fee Study
- Easton, Maryland Impact Fee Study
- Talbot County, Maryland Impact Fee Study
- Las Cruces, New Mexico Impact Fee Study
- Beaufort County, South Carolina Capital Improvement Plan and Impact Fee Study
- Beaufort County, South Carolina Capital Improvement Plan and Impact Fee Study
- Lexington County, South Carolina Capital Improvement Plan and Impact Fee Study
- York County, South Carolina Capital Improvement Plan and Impact Fee Study
- Frederick County, Virginia Cash Proffer Study
- Fauquier County, Virginia Cash Proffer Study
- Goochland County, Virginia School Cash Proffer Study
- Isle of Wight County, Virginia Cash Proffer Study





#### **EXPERIENCE**

Anne Wescott has conducted impact fee studies of capital infrastructure needs triggered by growth for over 50 local government agencies. Developing long range capital improvement plans was incorporated into each project. Ms. Wescott is also a leader in managing various financial analysis projects for Idaho jurisdictions. These studies included a comprehensive evaluation of the fiscal sustainability of the organization, and addressed financial policies including cost recovery and equity among payers. Ms. Wescott has addressed statewide gatherings of the Idaho State Fire Commissioners Association; Idaho Association of Highway Districts; the Association of Idaho Cities; and the Idaho City Clerks, Treasurers and Finance Officers Association. These presentations covered topics including Financing Options for Capital Improvements, Paying for Growth, and Fiscal Impact Analysis.

#### **EDUCATION**

Master of Public Administration, University of Utah Bachelor of Arts, Public Administration, Seattle University

#### SELECTED IMPACT FEE EXPERIENCE

- Ada County, Idaho Capital Improvement Plan and Impact Fee Study
- Boise, Idaho Capital Improvement Plan and Impact Fee Study
- Caldwell, Idaho Capital Improvement Plan and Impact Fee Study
- Cascade, Idaho Capital Improvement Plan and Impact Fee Study
- Donnelly, Idaho Capital Improvement Plan and Impact Fee Study
- Emmett, Idaho Capital Improvement Plan and Impact Fee Study
- Kuna, Idaho Capital Improvement Plan and Impact Fee Study
- Meridian, Idaho Capital Improvement Plan and Impact Fee Study
- Mountain Home, Idaho Capital Improvement Plan and Impact Fee Study
- Nampa, Idaho Capital Improvement Plan and Impact Fee Study
- Payette County, Idaho Capital Improvement Plan and Impact Fee Study
- Post Falls Highway District, Idaho Capital Improvement Plan and Impact Fee Study
- Rock Creek Fire District, Idaho Capital Improvement Plan and Impact Fee Study
- Twin Falls, Idaho Capital Improvement Plan and Impact Fee Study
- Valley County, Idaho Capital Improvement Plan and Impact Fee Study

#### **TischlerBise References**

Below are summaries of previous projects that highlight our Team's capacity and ability to complete the City's project. We have only listed projects with which our Project Team members were associated.

City of Idaho Falls, Idaho - Capital Improvement Plan and Development Impact Fee Study (2021)

Project Contact: Kent Fugal
E-mail: kfugal@idahofalls.gov

Phone: (208) 612-8258

TischlerBise Staff: Colin McAweeney and Carson Bise



Idaho Falls has seen consistent and increasing growth both in new housing and commercial development. The City's previous fee schedule was not capturing the necessary revenues to keep pace with growth. TischlerBise was retained to update the capital improvement plan and development impact fees to align with current City levels of service and development characteristics. The study included an analysis of parks & recreation, transportation, police, and fire/EMS facilities.

## City of Post Falls, Idaho – Capital Improvement Plan and Development Impact Fees (2006, 2011, 2020)

Project Contact: Bill Melvin, City Engineer

Phone: (208) 457-3329

Email: bmelvin@postfallsidaho.org

TischlerBise Staff: Colin McAweeney and Julie Herlands

TischlerBise has worked with the City of Post Falls to develop the City's Capital Improvement Plan and Development Impact Fees since the City's first study in 2006. Most recently, TischlerBise was retained to update the City of Post Falls' impact fee program that includes parks, public safety, and roads. This assignment included modifying the approach taken for residential fees and expanding the nonresidential schedule to align with land uses being built in the City. The parks fee includes two different types of parks, for which current levels-of-service have been maintained over the past ten years, as well as recreation center space. The public safety fee includes space for police facilities as well as communications infrastructure such as wireless towers, and the roads fee is based on a long-range plan of improvements needed to accommodate growth. TischlerBise informed stakeholders on the process and methodologies through the process and made changes in response to feedback from staff, elected officials, and stakeholders.

#### City of Kellogg, Idaho – Capital Improvement Plan and Development Impact Fees (2003 and 2020)

Project Contact: Rod Plank, Project Manager

Phone: (208) 786-9131

Email: rod.plank@kellogg.id.gov

TischlerBise Staff: Julie Herlands and Colin McAweeney

TischlerBise recently completed a comprehensive update of the Capital Improvement Plan and Development Impact Fee Study we prepared in 2003. This study included parks and recreation, police, and wastewater. A particular challenge associated with this assignment was estimating potential development in the future due to the potential conversion of a large golf course to residential uses. TischlerBise informed stakeholders on the process and methodologies through the process and made changes in response to feedback from staff, elected officials, and stakeholders.

## **Galena Consulting References**

We have provided complete references as requested for the five most relevant and current impact fee clients with which we have updated impact fee studies and capital improvements plans.

City of Boise Eric Bilimoria, Budget Officer	150 N. Capital Blvd Boise, Idaho	(208) 972-8133 ebilimoria@cityofboise.org
--	-------------------------------------	---



City of Caldwell	Brent Orton, Director of Public Works	621 Cleveland Blvd Caldwell Idaho	(208) 455-4734 borton@cityofcaldwell.org
City of Emmett	Clint Seamons, Public Works Director	601 E. 3rd St. Emmett, Idaho	(208) 365-9569 cseamons@cityofemmett.org
City of Mountain Home	Brock Cherry, Community & Economic Development	150 South 3 <sup>rd</sup> East Mountain Home, ID	208-587-2173 bcherry@mountain-home.us
City of Nampa	Patrick Sullivan, Director of Building Department	431 3 <sup>rd</sup> St South Nampa Idaho	(208) 468-5445 sullivanw@cityofnampa.us



## Section C: Project Approach

## **Project Understanding**

The City of Middleton seeks to update its development impact fees for Parks/Recreation and Police that meet the requirements of the State of Idaho Impact Fee Act (Idaho State Code § 67-8201, et seq.;), as well as national case law. When preparing the capital improvement plan and recommended development impact fee structure, the TischlerBise/Galena Team will work with City staff to ensure assumptions and methodologies are consistent with recommended City policy directives and strategic objectives. With decades of development impact fee experience across the nation, the TischlerBise/Galena Team has pioneered best practices with a clear trend from generic, cookie-cutter, fee studies to the realization that fees can and should be customized to function as an integral component of the community's strategic plan. Therefore, the TischlerBise/Galena Team will be available to function as a key member of the City's management and leadership team, and will be there for the City long after the engagement is over for no charge assistance on administrative and implementation assistance.

## **Project Approach**

Reduced to its simplest terms, the process of calculating development impact fees involves the following two steps:

- 1. Determine the cost of development-related capital improvements, and
- 2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate development impact fees for the City. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

**Plan-Based Impact Fee Calculation -** The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are driven by a Facility Master Plan or Capital Improvement Plan. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

**Cost Recovery Impact Fee Calculation** - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. An oversized Public Safety Building is an example.

**Incremental Expansion Capital Impact Fee Calculation** - The incremental expansion method documents the current level-of-service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development.



Market Perspective. We bring a unique perspective to this assignment. First, projecting future residential and nonresidential development is more difficult now than in the past due to changes in the housing market as a result of changing demographics and lifestyle choices. Changes in the retail sector combined with existing surpluses of retail space in many communities are also a concern. TischlerBise's extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the impact fee calculations. Depending on the methodology employed, overly optimistic development projections can increase the City's financial exposure if impact fee revenue is less than expected.

Impact Fee Advisory Committee. The importance of public outreach when considering development impact fees and infrastructure funding options should not be overlooked. Based upon our experience with development impact fees in the State of Idaho, we anticipate that this study may attract controversy. Therefore, it is important to build a coalition of support early in the process to educate and inform the public and other key stakeholders about the purpose and benefits of the study. It is critical to develop a communications strategy that will offset and correct any misinformation that might proliferate and to provide clear and compelling logic for public adoption of an impact fee program. Our seasoned project team has actively participated in legislative body meetings and citizen committees to educate and lead stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees.

### **Work Scope**

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees, based the State's enabling legislation, as well as national case law.

#### **TASK 1: PROJECT INITIATION / DATA ACQUISITION**

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for the City
- Review and refine work plan and schedule
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any relevant policy issues

#### Meetings:

One (1) on-site visit to meet with City project staff as appropriate.

#### Deliverables:

Data request memorandum (prepared in advance of meeting).

#### TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the City and determine the likely development future for the City in terms of new population, housing units, employment, and



nonresidential building area over the next 10-20 years. Information from the City, as well other regional/State sources may serve as the basis for preparing projections of residential and nonresidential development for consideration by staff and the Impact Fee Advisory Committee. Our Team will prepare a plan that includes projections of changes in land uses, densities, intensities, and population.

#### Meetings:

Discussions with the Planning and Zoning Department and other relevant staff will be held as part of Task 1, as well as conference calls as needed.

#### Deliverables:

The TischlerBise Team will prepare a draft Technical Memorandum discussing the recommended land use factors and projections. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Impact Fee Report and Capital Improvements Plan.

#### TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee study for each facility type would be presented in separate chapters in the Impact Fee Report.

**Identify Facilities/Costs Eligible for Impact Fee Funding.** As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

**Identify Appropriate Level of Service (LOS) Standards.** We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.



- Identify actual existing service levels for each facility type. This is typically expressed in the number
  of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas for each fee category.

#### Meetings:

One (1) meeting with City staff to discuss capital facility needs and levels-of-service.

#### Deliverables:

Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Report.

#### **TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES**

The purpose of this Task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee category will depend on which is most beneficial for the City. In a number of cases, we will prepare the impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with the City. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the City is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task as well as trade-offs regarding implementation as impact fees.

#### Meetings:

One (1) meeting with the Advisory Committee and relevant City staff to discuss issues related to allocation methodologies and relevant policy issues.

#### Deliverables:

"Storyboard" presentation on fee options.

#### TASK 5: PREPARE CAPITAL IMPROVEMENTS PROGRAM (CIP)

This task will reflect an initial CIP for each impact fee category. The CIP will incorporate anticipated new capital facilities due to growth. Also included, as appropriate, will be replacement/retrofit/rehabilitation needs due to existing development. The CIP will represent the best estimates of the consultant team and City staff on the priority, timing, cost, and method of financing.

#### Deliverables:

See Task 8.

#### TASK 6: DETERMINE NEED FOR "CREDITS" TO BE APPLIED AGAINST CAPITAL COSTS

There are two types of "credits" that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an



impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the Impact Fee Study.

#### Deliverables:

Memoranda as appropriate. See Task 8.

#### TASK 7: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that several iterations will be conducted to refine the cash flow analysis reflecting the capital improvement needs.

#### Deliverables:

See Task 8.

#### TASK 8: PREPARE IMPACT FEE AND CAPITAL IMPROVEMENTS PLAN, PUBLIC PRESENTATIONS

The TischlerBise Team will prepare a draft report for the City's review. The report will summarize the need for all relevant categories of impact fees in the City and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A Capital Improvements Plan for each impact fee category
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures

Following the City's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issues a final version. TischlerBise's report will have flow diagrams clearly indicating the methodology and approach, a series of tables for each fee category showing all the data assumptions and figures, and a narrative explaining all of the data assumptions, sources, and the methodologies. The report will be a stand-alone document clearly understood by all interested parties.

#### Meetings:

One (1) meeting to present the draft Impact Fee Study and Capital Improvements Plan to the City Council.



#### Deliverables:

Draft and final Impact Fee Study.

#### **TASK 9: PUBLIC OUTREACH**

Impact Fee Advisory Committee. Meetings with various stakeholder groups will allow interested parties, designated by the City, to understand assumptions and raise any questions about the technical data and approach being used in the fee update. The intent is for these discussions to be an opportunity for interested parties to understand the soundness and reasonableness of the technical methodologies, and to a certain extent, the political and/or philosophical use of fees. Based on our experience, we propose two meetings with this group. The first meeting would be an "open house" where members of the Stakeholder Committee, elected and appointed officials can come to learn about impact fees in general, as well as the process going forward and the land use assumptions. Meeting 2 would focus on the presentation of the draft Impact Fee Report.

#### Meetings:

Two (2) meetings with stakeholders; these are typically timed with trips for meetings with staff and Steering Committee.

#### Deliverables:

Presentation materials for meetings.

## Resources to be Provided by the City

We anticipate that the City's Project Manager will coordinate responses to requests for information, coordinate review of work products, and help resolve policy issues. If there are delays on the part of the City, we will contact the City's Project Manager immediately to get the project schedule back on track. We will keep the City's Project Manager informed of data or feedback we need to keep the project on schedule.

There are two key information requests as part of this process. The first will occur in advance of the Project Initiation Task. The first request will pertain to requesting various background documents such as budgets, planning-related studies, facility plans, etc., that aren't readily available on the City's website. The second request will occur before Task 3 (Determine Capital Facility Needs and Service Levels. This request will outline the topics of discussion and likely data needs from the various departments for development of the impact fees. Both of these requests will be made well in advance of our onsite meetings (typically two to three weeks). There are likely to be additional data needs that will arise based on meetings and conversations with City staff as part of Task 3 and 4. In these cases, information requests will be made in writing, through the City's Project Manager, with a time frame needed.

In terms of time needed from City staff, it is important to note that we typically do not request information that doesn't already exist. A good rule of thumb is that the time needed for meetings and compiling of data by individual departments is about 6 to 8 hours for the *entire* study. This includes review of work products. The Project Manager is likely to devote more time than that.

Specific items/services expected to be provided by the City includes:

 Provide relevant documents not found on City website. This may include budgets, financial plans, existing debt service schedules, facility master plans, etc.



- Current demographics information, including estimate of population, housing units by type, employment and nonresidential square footage by type (e.g., retail, office and industrial). We have other ways to obtain if the City is not tracking any of these items.
- Participation by departmental staff in two to three one-hour interviews with consulting team.
- Road inventories
- Facility inventories, including acreage and square footage
- Reviewing draft work products.
- Assist with scheduling of meetings.
- Participate in conference calls.
- Participation in Stakeholder Meetings (number of staff at the City's discretion).



#### Section D: Project Schedule

The table below outlines our project schedule, meetings, and deliverables for this assignment, assuming a March project start date. We will devote the necessary resources to complete the City's assignment in this time frame.

PROJECT SCHEDULE FOR MIDDLETON, IDAHO								
Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables					
Task 1: Project Initiation/Data Acquisition	March, 2022	1	Data Request Memorandum					
Task 2: Develop Land Use Assumptions and Development Projections	March - April, 2022	1	Technical Memorandum Outlining Recommended Land Use Assumptions					
Task 3: Determine Capital Facility Needs and Service Levels	March - April, 2022	2	Memoranda as Appropriate					
Task 4: Evaluate Different Allocation Methodologies	May, 2022	0	Memoranda as Appropriate					
Task 5: Prepare Capital Improvements Program (CIP) Chapter	May, 2022	1	"Storyboard" Presentation on Fee Options					
Task 6: Determine Need for and Calculate Credits	May, 2022	0	Draft Capital Improvement Plan					
Task 7: Conduct Funding Source and Cashflow Analysis	May, 2022	0	Memoranda as Appropriate					
Task 8: Prepare Draft/Final DIF and CIP Report	May - June, 2022	1	Draft/Final Development Impact Fee and Capital Improvement Program Report					
Task 9: Meetings with Development Impact Fee Advisory Committee	April - May, 2022	2	Draft DIF and CIP Report. Presentation materials as appropriate.					

<sup>\*</sup>In several cases it is assumed meetings are held with multiple departments as part of one (1) meeting

#### **Project Management Approach**

TischlerBise utilizes a project management process which ensures our projects are completed on time and within budget, and, most importantly, they yield results that match our clients' expectations. Our project implementation plan employs the following principles to mitigate potential risk and result in successful projects:

- First, we begin by <u>defining</u> the project to be completed. Based on discussions that occur as
  part of our Project Initiation task, Carson Bise will identify the final project goals and objectives in
  collaboration with City staff, list potential challenges to the process, and develop a plan to ensure
  successful outcomes and effective communication.
- Second, we will <u>plan</u> the project schedule. As part of the Project Initiation task, Mr. Bise and Ms.
  Wescott will work with City staff to create an agreed-upon timetable to meet the project schedule.
  Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
- Third, we will actively manage the project process. Mr. Bise, Ms. Wescott, and Mr. McAweeney
  all have a long history of strong project management skills that are supported by past project



- successes (we encourage you to contact our references in this regard). Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and be accountable to the City for meeting the schedule, budget, and technical requirements of the project.
- Finally, we will review all project deliverables and communication through a formal quality assurance process that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to the City, deliverables will go through a structured quality assurance process involving several levels of review and utilizing a formal checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise will be responsible for a second set of reviews comparing the work product to the completed quality checklist form.



#### Section E: Fee Schedule

The table below summarizes our estimated consultant costs for the tasks reflected in our proposed scope of work. This proposal is fixed fee and includes all project expenses. We have estimated these expenses based on past project experience and do not expect the City to reimburse us for any costs we incur above these estimates. TischlerBise typically invoices on a monthly basis, based on the percentage complete for each task.

Project Team Member:	Bise	McAweeney	Wescott	To	otal
Job Title:	Principal-in- Charge	Project Manager	Project Analyst	Hours	Cost
Hourly Rate	\$200	\$180	\$160		
Task 1: Project Initiation/Data Acquisition	0	4	4	8	\$1,360
Task 2: Develop Land Use Assumptions and Development Projections	2	16	4	22	\$3,920
Task 3: Determine Capital Facility Needs and Service Levels	6	12	10	28	\$4,960
Task 4: Evaluate Different Allocation Methodologies	2	4	4	10	\$1,760
Task 5: Prepare Capital Improvements Program (CIP) Chapter	2	16	6	24	\$4,240
Task 6: Determine Need for and Calculate Credits	0	8	2	10	\$1,760
Task 7: Conduct Funding Source and Cashflow Analysis	2	2	0	4	\$760
Task 8: Prepare Draft/Final DIF and CIP Report	2	24	4	30	\$5,360
Task 9: Meetings with Development Impact Fee Advisory Committee	2	6	8	16	\$2,760
TOTAL:	18	92	42	152	\$26,880





#### **Principal Office**

4701 Sangamore Road, Suite S240 Bethesda, MD 20816 301.320.6900 x12 carson@tischlerbise.com

#### **Idaho Office**

999 W Main Street Boise, ID 83702 208.515.7480 colin@tischlerbise.com

## **EXHIBIT "H"**

#### **RESOLUTION 466-22**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, DECLARING CERTAIN BUSINESS PERSONAL PROPERTY AS OBSOLETE OR SURPLUS, AUTHORIZING AND DIRECTING SALE OR DISPOSAL OF SURPLUS PROPERTY.

#### **RECITALS**

WHEREAS, the City of Middleton, Idaho (the "City") has acquired certain business personal property to conduct a municipality in the public interest according to state law; and

WHEREAS, items of the City's business personal property listed on the attached Exhibit A have become worn out, obsolete or are no longer needed by the City; and

WHEREAS, it is cumbersome to the City and wasteful to own and not use the items; and

WHEREAS, the items are surplus and the City desires to dispose of them.

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>: The recitals are incorporated here as if restated in full.

<u>Section 2</u>: The items of business personal property on the attached Exhibit A are surplus with approximate fair-market values stated.

<u>Section 3</u>: The City Administrator is authorized and directed to sell the surplus property for approximate fair market value or, if unable to sell an item, donate it to a non-profit organization or otherwise dispose it.

CITY OF MIDDLETON

<u>Section 4</u>: This Resolution shall be effective as of the date of its adoption.

PASSED BY COUNCIL, CITY OF MIDDLETON, IDAHO this 6th day of April, 2022

ATTEST:	Steven J. Rule, Mayor	-
Dawn M. Goodwin, Deputy City Clerk		

#### Exhibit A



#### CITY OF MIDDLETON

1103 W. MAIN STREET, MIDDLETON, ID 83644 208-585-3133, 208-585-9601 FAX WWW.MIDDLETONCITY.COM

TO: City Council

FROM: Jason Van Gilder, Public Works Director

DATE: April 6, 2022

SUBJECT: Surplus of City Property

Propane Tanks at Cornell and Middleton Place Park

Staff is requesting Council approval to surplus the propane tanks owned by the City currently located at Middleton Place Park and at the west end of Cornell Street.

Staff has assigned an estimated value for each tank and filling station of \$12,500 apiece (\$25,000 for the facilities at both sites).



Figure 1 - Cornell Street Propane Tanks and Fill Station



Figure 2 - Middleton Place Park Propane Tanks and Fill Station.

## EXHIBIT "I"



CONSULTING ENGINEERS, SURVEYORS AND PLANNERS
332 N BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 • FAX 208-466-0944

## SCOPE OF WORK City of Middleton, Sludge Seepage Test March 8, 2022

Project Name: 2022 Middleton Wastewater Treatment Plant Seepage Test

Consultant Company Address: T-O Engineers, 332 Broadmore Way, Nampa, Idaho 83687 Consultant Project Manager/Contact Information: Kasey Ketterling, PE, 208-442-6300

Contract Amount: \$ 10,000(Lump Sum)

Duration: March 2022 – June 2022

#### **Project Understanding**

The City of Middleton has requested a seepage test for the sludge holding pond at the wastewater treatment plant. The sludge pond is regularly discharged to from the SBR. In order to conduct the seepage test, the lagoon will need to be isolated. T-O Engineers will assist in determining how long the SBR can run without discharge. The seepage test will follow Idaho Department of Environmental Quality (IDEQ) and Idaho Administrative Act Code (IDAPA) standards. The seepage test will require a procedure report, physical testing with an evaporation pan as a control, and a findings report submitted to IDEQ.

This scope assumes Middleton staff will assist in the testing by taking daily pictures for the duration of the physical testing.

#### **General Assumptions:**

- A. Middleton staff will assist in gathering data for the test including daily observations and picture taking.
- B. As-built information of the lagoon will be provided.
- C. Lagoon will be isolated for the duration of the test.
- D. Lagoons will be filled to operating capacity. Valves for lagoons are in good working order and operated by the lagoon owner. All means of isolating the lagoon(s) such as working valves, operating pumps, etc., is the responsibility of the lagoon owner.
- E. Fresh water is provided at lagoon site for filling evaporation pan and washing equipment.
- F. Ground water monitoring is to be monitored by lagoon owner or representative.
- G. CONSULTANT does not guarantee results of the seepage test will be passing. Additional scope will be added if additional testing is requested by the client.
- H. This scope does not include unanticipated events that may result in an additional test setup; including but not limited to extreme weather, precipitation, high winds, frost, errors due to personnel intervention, or vandalism. If such events occur additional scope and fee will be required.

#### Scope of Work Services:

#### 1. SEEPAGE TEST

- 1.1. Procedure Report CONSULTANT will provide approving agencies and Middleton with a procedure report prior to beginning the test. IDEQ will need to approve the report prior to commencing physical testing. Report will be based upon the minimum requirements established in IDAPA 58.01.16.
- 1.2. Analysis of SBR CONSULTANT will work with staff and analyze the SBR to give a recommendation for how long the SBR can run without discharging sludge to the lagoon.
- 1.3. Testing CONSULTANT will perform a seepage test of the sludge lagoon in accordance with minimum DEQ standards established in IDAPA 58.01.16. A minimum of 5 (five) days of data is required for quality data. Only 1 (one) setup is included in this scope. T-O Engineers will visit the site 2 (two) times to observe testing. Scope assumes that on-site personnel will protect the testing equipment from tampering, provide daily observations with an accompanying photograph, and be available as needed to discuss the test with T-O Engineers. Scope assumes fresh water is provided at lagoon site for filling evaporation pan and washing equipment.
- 1.4. Final Report CONSULTANT will create a final report for the results of the seepage test and submit it to the City for review. Once comments are addressed T-O will submit the results report to IDEQ. One review with final comments by the City and one review by IDEQ is included in this scope.

#### **Project Schedule**

This schedule is assuming favorable weather at the time of testing and procedure report approval from IDEQ. Rain, freezing temperatures, or excessive wind will extend the setups until adequate data is gathered. Retesting due to weather or factors out of the control of T-O Engineers will extend the schedule and may be billed as an additional service on a Time and Materials Basis.

Procedure Report 3 weeks after bid award

Seepage test 2 weeks
DEQ Review\* 2 weeks
Final Report 3 weeks

#### Cost of Services:

Services will be billed on a Lump Sum basis in accordance with the following estimate.

#### 1.0 Seepage Test

1.1	Procedure Report	\$ 1,500.00
1.2	SBR Analysis	\$ 1,000.00
1.3	Testing	\$ 5,500.00
1.4	Final Report	\$ 2,000.00

Total: \$ 10,000.00

Services for additional testing or unanticipated test setup will be billed on a Time and Material Basis with prior approval from owner.

<sup>\*</sup> Assumed timeline based upon IDEQ review & approval

## EXHIBIT "J"





#### CITY OF MIDDLETON

1103 W. MAIN STREET, MIDDLETON, ID 83644 208-585-3133, 208-585-9601 FAX WWW.MIDDLETONCITY.COM

TO: Becky Crofts, City Administrator

FROM: Jason Van Gilder, Public Works Director

DATE: April 6, 2022

SUBJECT: 2022 On-Call Services Roster

The City published a Request for Qualifications (RFQ) for firms interested in being considered on the City's On-Call Services Roster as allowed in Idaho Code 67-2320. The City has received to date a Statement of Qualifications (SOQs) from twenty-seven (25) firms.

City staff reviewed each of the SOQ's and is recommending the establishment of an On-Call Services Roster containing the following firms:

Ackerman Estvold Atlas Technical Consultants, LLC Civil Survey Consultants, Inc. Collins Engineers, Inc. Compass Land Survey **Control Engineers Ecosystem Sciences** Eagle Land Surveying, LLC

Epic Land Solutions, Inc.

**FCS Group** 

Hughes Engineering, P.C.

**HDR** 

**Integrity Inspection Solutions** 

J-U-B Engineers, Inc.

**Keller Associates** 

Kittelson & Associates, Inc.

Langan Engineering and Environmental Services, Inc.

Lombard/Conrad Architects

Negotiation Services, L.L.C.

Olympus Technical Services, Inc.

Paragon Partners Consultants, Inc.

Precision, LLC

RH2

TCF Architecture

T-O Engineers, Inc.

City of Middleton - On-Call Roster List - Established 4/6/2022

city of ivilidate to it. On call i	103	 				<b></b> .	- Cu	+, ∪, 			ı	ı	l	l	I	I	
Firm	Structural	Geotechnical	Enviromental	Archeaeological	Const Mngmt	Architectural	GIS	Financial	Surveying	ROW	WWTP	Civil Engr	Drinking Water	Hydrology	utility Investigation	Electrical Engr	Controls
Ackerman Estvold				Х			Х		Х			Х					
Atlas Technical Consultants, LLC		Х															
Civil Survey Consultants, Inc.					Х				Х			Х	Χ				
Collins Engineers, Inc.	Χ																
Compass Land Survey									Х								
Control Engineers																Х	Χ
Ecosystem Sciences			Х				Х										
Eagle Land Surveying, LLC									Х								
Epic Land Solutions, Inc.										Х							
FCS Group								Х									
Hughes Engineering, P.C.	Χ																
HDR											Х		Χ	Χ			
Integrity Inspection Solutions															Χ		
J-U-B Engineers, Inc.	Χ		Х				Х		Х		Х	Х	Χ				
Keller Associates	Χ				Х						Х	Х	Х				Χ
Kittelson & Associates, Inc.							Х	Х				Х					
Langan Engineering and							х										
Environmental Services, Inc.							_										
Lombard/Conrad Architects						Χ											
Negotiation Services, L.L.C.										Х							
Olympus Technical Services, Inc.			Х														
Paragon Partners Consultants, Inc.										х							
Precision, LLC												Х					
RH2	Χ	Х	Х								Х	Х	Х	Х		Х	X
TCF Architecture						Х											
T-O Engineers, Inc.	Χ		Х		Х		Х		Х	Х	Х	Х	Х				

## EXHIBIT "K"

## CHANGES TO EXISTING NON-METERED SERVICES



Idaho Power Company Attn: Lighting Group (Regional Office)

(Negional Office)	
reflect a new rate or reflect upgrade	_ is requesting the street lights listed below be converted to ed wattage.
Financially Responsible Party Inform	ation:
(Financially Responsible)	
(Contact Name)	(Contact Phone)
(Mailing Address)	
(City, State, Zip Code)	
(Tax ID/EIN)	
(Current Idaho Power Account	t #) (Idaho Power Service Agreement #)
Account number to be billed after co	onversion completed:
Please Select Conversion Type (if known 41B to 41C – Idaho Power maint 41C to Wattage Change 41B or 41C – to 41CM – Metered	tained to customer owned and maintained
Light/Pole Number Old Wattage	<u>Location</u> <u>New Wattage</u> <u>New Rate</u>
Requested by:	Date:

Equipment No	Rate	Ref. Value description	Latest Move-	Equipment	Class	Pole No	Address
	Category		in Date	Start Date			
000000000000812063	I41B	4th St N & Forester Rd	02/06/2015	02/01/2003	41B	00361	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812074	I41B	Sherwood Rd & 4th St N	02/06/2015	02/01/2003	41B	00362	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812079	I41B	Buffalo Way Lt 6 Blk 11	02/06/2015	10/01/2007	41B	00515	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812083	I41B	Valiant Ave & Sherwood Rd	02/06/2015	02/01/2003	41B	00363	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812090 000000000000812094	141B 141B	Buffalo & Laramie Lp 913 Valiant	02/06/2015 02/06/2015	10/01/2007 02/01/2003	41B 41B	00520 00364	STREET LIGHTS0905 MIDDLETON ID 83644 STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812094	141B 141B	Laramie Lp Cul-d-sac	02/06/2015	10/01/2007	41B	00504	STREET LIGHTS0905 MIDDLETON ID 83644
00000000000012100	141B	Valiant Ave & Southwell	02/06/2015	02/01/2007	41B	00365	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812110	I41B	Buffalo It 5 Blk 9	02/06/2015	10/01/2007	41B	00530	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812119	I41B	Buffalo & Sheridan	02/06/2015	10/01/2007	41B	00535	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812121	I41B	Concord St & Castlerock	02/06/2015	02/01/2003	41B	00366	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812129	I41B	Bison & Sheridan Way	02/06/2015	10/01/2007	41B	00540	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812130	I41B	Concord St & Fairhaven	02/06/2015	02/01/2003	41B	00367	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812138	I41B	Bison Ct Cul-d-sac	02/06/2015	10/01/2007	41B	00545	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812139 0000000000000812148	141B 141B	concord St & Southwell Concord St & Garden Ct	02/06/2015 02/06/2015	02/01/2003 02/01/2003	41B 41B	00368 00369	STREET LIGHTS0905 MIDDLETON ID 83644 STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812148	141B 141B	Buffalo & Sheridan Way	02/06/2015	10/01/2007	41B	00550	STREET LIGHTS0905 MIDDLETON ID 83644
00000000000012152	141B	427 Garden Ct	02/06/2015	02/01/2003	41B	00370	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812162	I41B	Buffalo Way Lt 30 Blk 9	02/06/2015	10/01/2007	41B	00555	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812170	I41B	Peregrin Dr, 1262	02/06/2015	05/01/2003	41B	00371	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812172	I41B	Buffalo Way Lt 11 Blk 10	02/06/2015	10/01/2007	41B	00560	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812179	I41B	Peregrin Dr & Harpy Ave	02/06/2015	05/01/2003	41B	00372	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812182	141B	Buffalo & Powder River	02/06/2015	10/01/2007	41B	00565	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812188	I41B	Goshawk Ave & Peregrine	02/06/2015	05/01/2003	41B	00373	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812192 0000000000000812197	141B 141B	Powder River & 4th Ave N Goshawk Ave & Raptor Dr	02/06/2015 02/06/2015	10/01/2007 05/01/2003	41B 41B	00570 00374	STREET LIGHTS0905 MIDDLETON ID 83644 STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812197	141B 141B	Condor Dr & Gold St	02/06/2015	11/01/2007	41B	00575	STREET LIGHTS0905 MIDDLETON ID 83644
00000000000012202	141B	Condor Dr & Goshawk Ave	02/06/2015	05/01/2003	41B	00375	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812211	I41B	Condor Dr & Stage Line Pl	02/06/2015	11/01/2007	41B	00580	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812216	I41B	Harpy Ave & Raptor Dr	02/06/2015	05/01/2003	41B	00376	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812220	I41B	Condor Dr & Gateway Ave	02/06/2015	11/01/2007	41B	00585	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812223	I41B	Raptor Dr & Kestrel Ave	02/06/2015	05/01/2003	41B	00377	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812229	I41B	Gateway Ave & Raptor Dr	02/06/2015	11/01/2007	41B	00590	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812232	I41B	Castle Rock Ave Lt5 blk 9	02/06/2015	09/01/2004	41B	00378	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812239 0000000000000812242	141B 141B	Gateway Ave & Gold King Castle Rock & Crusader Dr	02/06/2015 02/06/2015	11/01/2007 09/01/2004	41B 41B	00595 00379	STREET LIGHTS0905 MIDDLETON ID 83644 STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812242	141B 141B	Gateway Ave & Peregrine	02/06/2015	11/01/2007	41B	00600	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812252	I41B	Castle Rock Cul-d-sac	02/06/2015	09/01/2004	41B	00380	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812258	I41B	Gateway Ave & Gold St	02/06/2015	11/01/2007	41B	00605	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812263	I41B	Fairhaven, 703	02/06/2015	09/01/2004	41B	00381	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812268	I41B	Frontier Ave & Gold st	02/06/2015	11/01/2007	41B	00610	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812272		Fairhaven, 631	02/06/2015	09/01/2004	41B	00382	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812278	I41B	Gold St, 727	02/06/2015	11/01/2007	41B	00615	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812283 0000000000000812287	141B 141B	Fairhaven, 529 Gold St & Gold King Dr	02/06/2015 02/06/2015	09/01/2004 11/01/2007	41B 41B	00383 00620	STREET LIGHTS0905 MIDDLETON ID 83644 STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812287	141B 141B	Meadow Ct cul-d-sac	02/06/2015	10/01/2007	41B	00384	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000012297	141B	Gold King Dr & Nuggett Ct	02/06/2015	11/01/2007	41B	00625	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812305	I41B	Blue Grass Way, 843	02/06/2015	12/01/2004	41B	00385	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812307	I41B	Nugget Ct Cul-d-sac	02/06/2015	11/01/2007	41B	00630	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812315	I41B	Dewey Ave & Triumph Dr	02/06/2015	01/01/2005	41B	00386	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812317	I41B	Stage Line Pl Cul-d-sac	02/06/2015	11/01/2007	41B	00635	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812325	141B	Triumph Dr Lt 1 Blk 1	02/06/2015	01/01/2005	41B	00387	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812327	I41B	Hebgon Lake&Sawtooth Lake	02/06/2015	04/01/2008	41B	00655	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812335	141B	Kennedy Dr & Triumph Dr	02/06/2015	01/01/2005	41B	00388	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812339 0000000000000812345	141B 141B	Hebgon Lake Ave, 1005 Kennedy Ct & Kennedy Dr	02/06/2015 02/06/2015	04/01/2008 01/01/2005	41B 41B	00660 00389	STREET LIGHTS0905 MIDDLETON ID 83644 STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812348	141B	Hebgon Lake&Murtaugh Lake	02/06/2015	04/01/2008	41B	00665	STREET LIGHTS0905 MIDDLETON ID 83644
00000000000012340	141B	Kennedy Ct, 610	02/06/2015	01/01/2005	41B	00390	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812357	I41B	Benewah Lake&Murtaugh Lk	02/06/2015	04/01/2008	41B	00670	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812364	I41B	Kennedy Ct Cul-d-sac	02/06/2015	01/01/2005	41B	00391	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812368	I41B	Benewah Lake Ave S, 1013	02/06/2015	04/01/2008	41B	00675	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812373	I41B	Middleton Rd & Triumph Dr	02/06/2015	01/01/2005	41B	00392	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812378	I41B	Beneway Lake& Henrys Lake	02/06/2015	04/01/2008	41B	00680	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812383	I41B	Triumph Dr, 720	02/06/2015	01/01/2005	41B	00393	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812389	141B	Redfish & Sawtooth Lake	02/06/2015	04/01/2008	41B	00685	STREET LIGHTS0905 MIDDLETON ID 83644

			00/00/00/-				
000000000000812392	I41B	Triumph Dr, 705	02/06/2015	01/01/2005	41B	00394	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812399	I41B	Henrys Lake & Redfish Ave	02/06/2015	04/01/2008	41B	00690	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812402	I41B	Triumph Dr Lt 10 Blk 3	02/06/2015	01/01/2005	41B	00395	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812408	I41B	Lakes Ave, 999	02/06/2015	04/01/2008	41B	00695	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812412	I41B	Triumph Dr Lt 4 Blk 1	02/06/2015	01/01/2005	41B	00396	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812417	I41B	Twins Lak & Murtaugh Lake	02/06/2015	04/01/2008	41B	00700	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812423	I41B	Fernan Lake E/Jarbidge	02/06/2015	04/01/2005	41B	00397	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812427	I41B	Sawtooth Lake,Common Area	02/06/2015	04/01/2008	41B	00705	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812431	I41B	Ahsahka Way, 815 S	02/06/2015	04/01/2005	41B	00398	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812437	I41B	Willis Rd E of Cemetery	02/06/2015	04/01/2008	41B	00710	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812442	I41B	Willowcreek Dr, 311 E	02/06/2015	04/01/2005	41B	00399	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812447	I41B	Willis Rd E of Cemetery	02/06/2015	04/01/2008	41B	00715	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812451	I41B	Willowcreek Dr, 387 E	02/06/2015	04/01/2005	41B	00400	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812456	I41B	Cemetery & Willis Rd	02/06/2015	04/01/2008	41B	00720	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812461	I41B	Willowcreek Dr, 463 E	02/06/2015	04/01/2005	41B	00401	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812466	I41B	Cemetery N of Willis Rd	02/06/2015	04/01/2008	41B	00725	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812471	I41B	Crane Crk Way & Middleton	02/06/2015	04/01/2005	41B	00402	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812476	I41B	Cemetery Rd	02/06/2015	04/01/2008	41B	00730	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812481	I41B	Crane Crk Way (Drive Way)	02/06/2015	04/01/2005	41B	00403	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812486 0000000000000812491	I41B	Cemetery Rd	02/06/2015	04/01/2008	41B	00735	STREET LIGHTS0905 MIDDLETON ID 83644
	I41B	Crane Crk Way & Rose Lake Windsor Pk Ave-Cul d sac	02/06/2015	04/01/2005	41B	00404	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812495	I41B	Rose Lake & Willowcreek	02/06/2015	04/01/2008	41B	00740	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812501	I41B		02/06/2015	04/01/2005	41B	00405	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812505	I41B	Windsor Park Ave N	02/06/2015	04/01/2008	41B	00745	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812511	I41B	Rose Lake Dr, 368 E	02/06/2015	04/01/2005	41B	00406	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812515	I41B	Hidden Mdw & Windsor Park	02/06/2015	04/01/2008	41B	00750	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812521	I41B	Rose Lake Dr, 284 E	02/06/2015	04/01/2005	41B	00407	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812524	I41B	Hidden Meadow Way It 28	02/06/2015	04/01/2008	41B	00755	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812529	I41B	Ahsahka Way, 759	02/06/2015	04/01/2005	41B	00408	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812537	I41B	Hidden Meadow Way W	02/06/2015	04/01/2008	41B	00760	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812538	141B 141B	Ahsahka Way & Fernan Lake Powder River & N 4th Ave	02/06/2015	04/01/2005	41B 41B	00409 00410	STREET LIGHTS0905 MIDDLETON ID 83644 STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812545			02/06/2015	10/01/2005			
000000000000812546	I41B	Hidden Mdw & Prariewind	02/06/2015	04/01/2008	41B	00765	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812554	I41B	Powder River Lt 3 blk 8	02/06/2015	10/01/2005	41B	00411	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812556 000000000000812562	141B 141B	Prariewind Ave N Lt 43 Powder River Lt 1Blk 6	02/06/2015 02/06/2015	04/01/2008 10/01/2005	41B 41B	00770 00412	STREET LIGHTS0905 MIDDLETON ID 83644 STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812562	141B 141B	Meadow crk & Prariewind	02/06/2015	04/01/2008	41B	00412	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812569	141B 141B	291 BOARDWALK	02/06/2015	10/01/1996	41B 41B	00773	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812569	141B 141B	Buffalo Wy & Powder River	02/06/2015	10/01/1996	41B 41B	00298	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812572	141B	Meadow Creek Way W It 6	02/06/2015	04/01/2008	41B 41B	00413	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812577	141B	Pacific & Tennessee	02/06/2015	06/01/2002	41B	00780	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812579	141B	Buffalo Way Lt 8 Blk 6	02/06/2015	10/01/2005	41B	00304	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812583	141B	Meadow Crk & Windsor Park	02/06/2015	04/01/2008	41B	00715	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812587	141B	Charles Ct, 208 St	02/06/2015	01/01/1997	41B	00785	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000012500	141B	N 5th Ave W & W 4th St N	02/06/2015	05/01/2006	41B	00303	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000012532	141B	Meadow Creek Way W Lt 2	02/06/2015	04/01/2008	41B	00790	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000012537	141B	3Rd N, 505 W	02/06/2015	03/01/1998	41B	00306	STREET LIGHTS0905 MIDDLETON ID 83644
00000000000012530	141B	Rose Lake & Willow Creek	02/06/2015	07/01/2006	41B	00417	STREET LIGHTS0905 MIDDLETON ID 83644
00000000000012607	141B	Meadow Park Blvd W	02/06/2015	04/01/2008	41B	00795	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812608	I41B	5th W, 330 N	02/06/2015	03/01/1998	41B	00308	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812613	I41B	Rose Lake Dr Lt 12 Bk 6	02/06/2015	07/01/2006	41B	00418	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812617	I41B	Meadow Park Blvd W	02/06/2015	04/01/2008	41B	00800	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812618	I41B	Park Place Way, 122	02/06/2015	11/01/1999	41B	00315	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812622	I41B	Arrowrock & Rose Lake Dr	02/06/2015	07/01/2006	41B	00419	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812627	I41B	Mustang Mesa/Hrshoe cnyn	02/06/2015	04/01/2008	41B	00805	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812628	I41B	Cemetary& Halverson	02/06/2015	06/01/2000	41B	00318	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812634	I41B	Jarbidge & Rose Lake Dr	02/06/2015	07/01/2006	41B	00420	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812637	I41B	Great Glen/Horseshoe Cnyn	02/06/2015	04/01/2008	41B	00810	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812638	I41B	Cemetery & 3rd St N	02/06/2015	06/01/2000	41B	00319	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812641	I41B	Willow Creek It 10 Blk 8	02/06/2015	07/01/2006	41B	00421	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812647	I41B	Great Glen/Stallion Sprgs	02/06/2015	04/01/2008	41B	00815	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812648	I41B	Red Fern Dr & Blue Grass	02/06/2015	05/01/2001	41B	00322	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812652	I41B	Willow Crk-W of Arrowrock	02/06/2015	07/01/2006	41B	00422	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812657	I41B	Red Fern & 7th St N	02/06/2015	05/01/2001	41B	00323	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812658	I41B	Stallion Springs Wy, 1837	02/06/2015	04/01/2008	41B	00820	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812661	I41B	Arrowrock-Mdltn Lake Entr	02/06/2015	07/01/2006	41B	00423	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812667	I41B	7th St N, 310 W	02/06/2015	05/01/2001	41B	00324	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812668	I41B	La Reata N, 1382	02/06/2015	04/01/2008	41B	00825	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812670	I41B	Jarbidge & Willow Creek	02/06/2015	07/01/2006	41B	00424	STREET LIGHTS0905 MIDDLETON ID 83644

000000000000000000000000000000000000000	1445	ATLANTIC (NEW YORK	02/06/2015	07/04/2004	445	00005	CTREET LIGHTCOORE MIDDLETON ID 02644
000000000000812677	141B	ATLANTIC / NEW YORK	02/06/2015	07/01/2001	41B	00325	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812678	141B	La Reata N, 1220	02/06/2015	04/01/2008	41B	00830	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812679	141B	Arrowrock & Willow Creek	02/06/2015	07/01/2006	41B	00425	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812687	141B	Atlantic Ave,241	02/06/2015	07/01/2001	41B	00326	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812688	141B	Arrowrock Ave Lt 3 Blk 8	02/06/2015	07/01/2006	41B	00426	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812690	141B	La Reata N, 1081	02/06/2015	04/01/2008	41B	00835	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812697	141B	Atlantic Ave,102	02/06/2015	07/01/2001	41B	00327	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812700	141B	Sawtooth-Mdltn Lakes Entr	02/06/2015	07/01/2006	41B	00427	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812702	141B	Hrseshoe Cyn&Stallion Spg	02/06/2015	04/01/2008	41B	00840	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812708	I41B	Main St & Park Place Way	02/06/2015	08/01/2001	41B	00328	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812709	I41B	Sawtooth-Mdltn Lakes Entr	02/06/2015	07/01/2006	41B	00428	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812712	I41B	Stallion Springs, 1213	02/06/2015	04/01/2008	41B	00845	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812718	I41B	Eaton Rd & Hwy 44	02/06/2015	09/01/2001	41B	00329	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812719	I41B	Sawtooth-Mdltn Lakes Entr	02/06/2015	07/01/2006	41B	00429	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812721	I41B	Horseshoe Canyon Dr	02/06/2015	04/01/2008	41B	00850	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812728	I41B	Abby & Eaton	02/06/2015	09/01/2001	41B	00330	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812729	I41B	Sawtooth-Mdltn Lakes Entr	02/06/2015	07/01/2006	41B	00430	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812730	I41B	Highland Rch Pkwy&Willis	02/06/2015	04/01/2008	41B	00855	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812738	I41B	Abby Court It 7 Blk 1	02/06/2015	09/01/2001	41B	00331	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812739	141B	Highland Rch&Stallion Spg	02/06/2015	04/01/2008	41B	00860	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000012733	141B	Sawtooth-Mdltn Lakes Entr	02/06/2015	07/01/2006	41B	00431	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000012748	141B	Eaton Rd,129	02/06/2015	09/01/2001	41B	00332	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812748	141B	Sawtooth-Mdltn Lakes Entr	02/06/2015	07/01/2006	41B	00332	STREET LIGHTS0905 MIDDLETON ID 83644
			02/06/2015		41B 41B	00452	
0000000000000812752	I41B	Parkway/Stallion Sprgs		04/01/2008			STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812756	I41B	Manchester Ct Lt 19 Blk 1	02/06/2015	09/01/2001	41B	00333	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812759	I41B	Stallion Spg&Windmill Spg	02/06/2015	04/01/2008	41B	00870	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812760	I41B	Sawtooth-Mdltn Lakes Entr	02/06/2015	07/01/2006	41B	00433	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812765	141B	Eaton, 205	02/06/2015	09/01/2001	41B	00334	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812770	141B	Sawtooth-Mdltn Lakes Entr	02/06/2015	07/01/2006	41B	00434	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812771	141B	Iron Stallion&Stallion Sp	02/06/2015	04/01/2008	41B	00875	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812774	141B	W 3RD St N , 1029	02/06/2015	09/01/2001	41B	00335	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812777	141B	Sawtooth-Mdltn Lakes Entr	02/06/2015	07/01/2006	41B	00435	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812778	141B	Heritage N& Iron Stallion	02/06/2015	04/01/2008	41B	08800	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812784	141B	Locksley & Sherwood	02/06/2015	09/01/2001	41B	00336	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812787	141B	Iron Stallion&Saddle Mtn	02/06/2015	04/01/2008	41B	00885	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812788	I41B	Jarbridge & Sawtooth Lake	02/06/2015	01/01/2007	41B	00437	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812793	141B	Forester & Locksley	02/06/2015	09/01/2001	41B	00337	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812797	I41B	Jarbridge & Walcott Dr	02/06/2015	01/01/2007	41B	00438	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812798	I41B	White Horse Ridge	02/06/2015	04/01/2008	41B	00890	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812803	I41B	4th Ave W, 303 N	02/06/2015	12/01/2001	41B	00338	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812805	I41B	Ashahka & Walcott Lake	02/06/2015	01/01/2007	41B	00439	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812806	I41B	Highland Rch&White Horse	02/06/2015	04/01/2008	41B	00895	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812813	I41B	Middleton & Triumph	02/06/2015	06/01/2002	41B	00339	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812814	141B	Arrowrock & Murtaugh Lake	02/06/2015	01/01/2007	41B	00440	STREET LIGHTS0905 MIDDLETON ID 83644
00000000000012815	141B	Highland Rch&White Horse	02/06/2015	04/01/2008	41B	00900	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812813	141B	Trumph Dr/CONQUEST CT	02/06/2015	06/01/2002	41B	00340	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812823	141B	Windmill Sprgs Cul-d-sac	02/06/2015	04/01/2002	41B	00905	STREET LIGHTS0905 MIDDLETON ID 83644
	141B 141B	Murtaugh Lake Lt 28 Bk 10	02/06/2015	04/01/2008	41B	00903	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812825		•					
000000000000812833	I41B	Trumph Dr,861	02/06/2015	06/01/2002	41B	00341	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812834	I41B	Stallion Springs Way 869	02/06/2015	12/01/2009	41B	00940	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812836	I41B	Ashahka & Murtaugh Lake	02/06/2015	01/01/2007	41B	00442	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812843	I41B	Stallion Springs Way 789	02/06/2015	12/01/2009	41B	00945	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812847	141B	Trumph Dr,1002	02/06/2015	06/01/2002	41B	00342	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812851	141B	Ashahka & Killarney Lake	02/06/2015	01/01/2007	41B	00443	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812853	141B	Prairie Vw&Stallion Sprgs	02/06/2015	12/01/2009	41B	00950	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812855	141B	Trumph Dr, 1118	02/06/2015	06/01/2002	41B	00343	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812861	141B	Ashahka & Walcott Dr	02/06/2015	01/01/2007	41B	00444	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812863	141B	Ridge Way1764	02/06/2015	12/01/2009	41B	00955	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812865	I41B	Trumph Dr, 1249	02/06/2015	06/01/2002	41B	00344	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812870	I41B	Alturas Lake Pl Cul-d-sac	02/06/2015	01/01/2007	41B	00445	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812872	141B	Ridge Way 1838	02/06/2015	12/01/2009	41B	00960	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812874	I41B	Peregrine & Middleton Rd	02/06/2015	06/01/2002	41B	00345	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812879	I41B	Alturas Lake Lt 13 Bk10	02/06/2015	01/01/2007	41B	00446	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812882	I41B	Prairie View Way 1778	02/06/2015	12/01/2009	41B	00965	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812883	I41B	Peregrine, 979	02/06/2015	06/01/2002	41B	00346	STREET LIGHTS0905 MIDDLETON ID 83644
0000000000000812889	141B	Walcott Lake & Zehr Lake	02/06/2015	01/01/2007	41B	00447	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000128892	141B	Prairie View Way 1836	02/06/2015	12/01/2009	41B	00970	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812892	141B	Peregrine, 1090	02/06/2015	06/01/2002	41B	00370	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812899	141B	Sawtooth Lake & Zehr Lake	02/06/2015	01/01/2007	41B	00347	STREET LIGHTS0905 MIDDLETON ID 83644
555555555555555555555555555555555555555	1-1-1-0	Santooth Lake & Zelli Lake	32,00,2013	31,01,2007	710	00770	5 EIGHT 30303 WIIDDELT ON ID 03044

000000000000812901	I41B	Greenlinks Ave/Highway 44	02/06/2015	03/01/2010	41B	00975	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812903	141B	Peregrine,1188	02/06/2015	06/01/2002	41B	00348	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812909	141B	Walcott Lake Ct Cul-d-sac	02/06/2015	01/01/2007	41B	00449	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812911	141B	Augusta St Cul -d-sac	02/06/2015	03/01/2010	41B	00980	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812913	I41B	Condor Ave Lt 10 Blk 12	02/06/2015	06/01/2002	41B	00349	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812919	I41B	Magnolia Place	02/06/2015	12/01/2006	41B	00450	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812921	I41B	Augusta & Greenlinks Ave	02/06/2015	03/01/2010	41B	00985	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812925	141B	Condor Ave Lt 16 Blk 12	02/06/2015	06/01/2002	41B	00350	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812928	141B	Magnolia Place	02/06/2015	12/01/2006	41B	00455	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812933	141B	Greenlinks & Mulligan	02/06/2015	03/01/2010	41B	00990	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812937	I41B	Magnolia,345	02/06/2015	12/01/2006	41B	00460	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812942	I41B	Mulligan St, 1506	02/06/2015	03/01/2010	41B	00995	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812945	I41B	magnolia,380	02/06/2015	12/01/2006	41B	00465	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812951	I41B	Greenlinks Ave, 166	02/06/2015	03/01/2010	41B	01000	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812954	I41B	Ascent Ct Cul-d-sac	02/06/2015	02/01/2007	41B	00470	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812959	I41B	Fairway St, 1509	02/06/2015	03/01/2010	41B	01005	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812962	I41B	Fourth St N,827	02/06/2015	02/01/2007	41B	00475	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812966	I41B	Fairway & Greenlinks Ave	02/06/2015	03/01/2010	41B	01010	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812969	I41B	Fourth St N, 984	02/06/2015	02/01/2007	41B	00480	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812974	I41B	Fairway, 1599	02/06/2015	03/01/2010	41B	01015	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812976	I41B	Fourth St N & Third St N	02/06/2015	02/01/2007	41B	00485	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812980	I41B	Greenlinks/Main	02/06/2015	03/01/2010	41B	01020	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812983	I41B	Third St N & Southwell Ct	02/06/2015	02/01/2007	41B	00490	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812986	I41B	1390 New York St	02/06/2015	02/01/2003	41B	00358	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812987	I41B	Middleton N & Star Blvd	02/06/2015	07/01/2011	41B	01040	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812990	141B	Southwell Ct Cul-d-sac	02/06/2015	02/01/2007	41B	00495	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812991	141B	1260 St James Ct	02/06/2015	02/01/2003	41B	00359	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812994	141B	Middleton N & Star Blvd	02/06/2015	07/01/2011	41B	01045	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812995	I41B	4th Ave W & Willis Rd	02/06/2015	10/01/2007	41B	00500	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812996	141B	429s 1st ave e	02/06/2015	02/01/2003	41B	00360	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812997	141B	Cemetary & W Main St	02/06/2015	07/01/2011	41B	01050	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000812999	141B	Willis Rd(Powder River)	02/06/2015	10/01/2007	41B	00505	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000813000	141B	Iron Stallion Ct Cultesac	02/06/2015	03/01/2013	41B	01080	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000813001	141B	Iron Stallion Dr	02/06/2015	03/01/2013	41B	01085	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000813004	141B	Iron Stallion Dr	02/06/2015	03/01/2013	41B	01090	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000813006	141B	Iron Stallion Dr	02/06/2015	03/01/2013	41B	01095	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000813010	141B	Iron Stallion Dr/Harvest	02/06/2015	03/01/2013	41B	01100	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000813014	141B	PrairieView/Harvest Way	02/06/2015	03/01/2013	41B	01105	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000813018	141B	Ridge Way	02/06/2015	03/01/2013	41B	01110	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000818000	141B	Highland Ct N & W Main St	02/06/2015	07/01/2011	41B	01055	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000818001	I41B	Buffalow Way Lt 25 Blk 9	02/06/2015	10/01/2007	41B	00510	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000818002	I41B	Hartley & Hwy 44 Mddlton	02/06/2015	10/01/2011	41B	01065	STREET LIGHTS0905 MIDDLETON ID 83644
00000000000818003	I41B	Harvest Way Cultesac	02/06/2015	03/01/2013	41B	01070	STREET LIGHTS0905 MIDDLETON ID 83644
000000000000818004	I41B	Harvest Way	02/06/2015	03/01/2013	41B	01075	STREET LIGHTS0905 MIDDLETON ID 83644

## EXHIBIT "L"



Idaho disasters such as the 1983 Challis earthquake and the 1976 Teton Dam flood, along with events such as 9/11 and Hurricane Katrina, have highlighted the need for water and wastewater utilities to create intrastate mutual aid and assistance programs. Mutual aid programs are critical to utility systems for many reasons:

- ⇒ Utilities require specialized resources to sustain operations during disasters.
- ⇒ Government response agencies and critical infrastructure rely on water supplies.
- ⇒ Utilities must provide their own support until state and federal resources become available.
- ⇒ Large events impact regional areas, making assistance from nearby utilities impractical.
- ⇒ Disasters impact utility employees and their families, as well as customers.
- ⇒ Agreements must be established before disasters occur to be eligible for federal reimbursement.
- ⇒ Promotion of mutual aid and assistance meets Office of Energy Management requirements.

## IdWARN Steering Committee

Shelley Roberts, Chair Idaho Rural Water Association sroberts@idahoruralwater.com

Ken Day, Idaho Falls Region City of Mackay mackaywater@gmail.com

Dion Holton, Coeur d'Alene Region City of Coeur d'Alene dholton@cdaid.org

Michael Smith, Lewiston Region City of Moscow msmith@ci.moscow.id.us

Lonnie Chambers, Boise Region
City of Weiser
Ionnie.chambers@cityofweiser.com

Rob Bohling, Twin Falls Region City of Twin Falls rbohling@tfid.org

Justin Armstrong, Pocatello Region City of Pocatello jarmstrong@pocatello.us

Barbara Jones

Department of Environmental Quality barbara.jones@deq.idaho.gov

### www.idwarn.org

Costs associated with this publication provided for by the Idaho
Rural Water Association. June 2018



Idaho

**Water/Wastewater** 

**Agency** 

Response

**Network** 



#### **IdWARN Network Mission**

To promote statewide emergency preparedness, disaster response, and mutual assistance for public and private water/wastewater utilities.

"An ounce of prevention is worth a pound of cure." - Benjamin Franklin

# Why Should My Agency Join IdWARN?

- ⇒ A single agreement provides access to all member utilities statewide.
- ⇒ Access to specialized resources is enhanced.
- ⇒ Increased planning and coordination become available.
- $\Rightarrow$  Arrival of aid is expedited.
- ⇒ IdWARN is consistent with the National Incident Management System (NIMS).
- ⇒ Administrative conflict is reduced.
- ⇒ An agreement is provided containing indemnification and workers' compensation provisions to protect participating utilities. Provisions for cost reimbursement are also included.
- ⇒ A list of emergency contacts and available resources is provided.
- ⇒ Response to any incident is voluntary.
- ⇒ Probability of quick recovery increases.



# How IdWARN Helps Idaho Utilities

The *Utilities Helping Utilities* concept gives water/wastewater utilities the opportunity to be more resilient during disaster response and recovery.

Because disasters transcend political jurisdictional boundaries, multi-utility coordination is crucial to protect lives and property and to facilitate the efficient use of available assets, both public and private.

IdWARN is designed to provide quick and professional assistance in any situation that overwhelms the capabilities of a water/ wastewater utility.



No formal declaration of emergency is needed, and assistance can take the form of personnel, equipment, materials, or services.

A member utility may request deployment of emergency support to restore critical operations at the affected water/ wastewater utility.

Member agencies are never obligated to respond.

### **IdWARN Supporters**

American Water Works Association

Association of Metropolitan Water Agencies

Association of State Drinking Water Administrators

Idaho Department of Environmental Quality

Idaho Office of Emergency Management

Idaho Rural Water Association

National Association of Water Companies

National Rural Water Association

U.S. Environmental Protection Agency

Water Environment Federation



For more information on IdWARN, including information on how to join, please call (208) 343-7001.

#### MUTUAL AID AND ASSISTANCE AGREEMENT FOR HO INTRASTATE WATER/WASTEWATER AGENCY RESPO

## THE IDAHO INTRASTATE WATER/WASTEWATER AGENCY RESPONSE NETWORK (IdWARN)

This Mutual Aid and Assistance Agreement for the Idaho Intrastate Water/Wastewater Agency Response Network (henceforth referred to as "IdWARN") is made and entered into by public and private water and wastewater utilities and other interested parties that have, by executing this Agreement, manifested their intent to participate in the Idaho WARN.

#### **RECITALS**

- A. Idaho Code section 67-2332 [previously 67-2335] authorizes one or more public agencies to contract to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform.
- B. Insuring that water and wastewater systems provide and maintain water and wastewater services that promote the safety, health, comfort and convenience of the residents and visitors of Idaho communities is a fundamental function of government.
- C. Utilities in Idaho have a duty to provide and maintain their service to promote the safety, health, comfort and convenience of patrons, employees, and the public.
- D. The private and public entities executing this Agreement receive a reciprocal benefit by establishing processes to provide and receive assistance in advance of an emergency.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, and the recitals set forth above, which are incorporated herein as if set forth in full, the parties agree as follows.

## ARTICLE I. PURPOSE

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish this Program. Through the IdWARN program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of IdWARN for participating members.

### ARTICLE II. DEFINITIONS

- A. <u>Authorized Official</u>: An employee or officer of an IdWARN member that is authorized to:
  - 1. Request assistance;
  - 2. Offer assistance;
  - 3. Refuse to offer assistance; or.
  - 4. Withdraw assistance under this Agreement.
- B. <u>Emergency</u>: A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, international acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment and facilities of a IdWARN member to fully manage and mitigate internally.

#### C. Members:

- 1. <u>Member</u>. Any public or private water or wastewater utility that manifests intent to participate in the IdWARN program by executing this Agreement.
- 2. <u>Associate Member</u>: Any non-utility participant approved by the Statewide Committee that provides a support role for the Program is a member of the Statewide Committee established under Article III, and that has executed this Agreement as an Associate Member.
- 3. <u>Requesting Member</u>: A Member who requests aid or assistance through the IdWARN program.
- 4. <u>Responding Member</u>: A Member who offers aid or assistance under the IdWARN program.
- 5. <u>Non-responding Member</u>: A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the IdWARN program.
- D. <u>Confidential Information</u>: Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
- E. <u>Period of Assistance</u>: A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the personnel, equipment, or supplies return to such facility (portal to portal). All protections identified in the Agreement apply during this

period. The Period of Assistance may occur during response to or recovery from an Emergency.

- F. <u>Program</u>. The interstate program for mutual aid and assistance established by this Agreement, also referred to as IdWARN.
- G. <u>National Incident Management System (NIMS)</u>: A national, standardized approach to incident management and response that sets forth uniform processes and procedures for emergency response operations.

## ARTICLE III. ADMINISTRATION

This Program shall be administered through a Statewide Committee. The Statewide Committee, under the leadership of an elected chairperson, shall meet at least annually to address Program issues. The Statewide Committee shall also meet at least annually to review emergency preparedness and response procedures. The Statewide Committee shall represent the interests of the Members and Associate Members. In addition, the Statewide Committee includes representatives from the following:

United States Environmental Protection Agency (USEPA); American Water Works Association (AWWA); Federal Bureau of Investigation (FBI); Idaho Department of Environmental Quality (IDEQ); Idaho Air National Guard; Bureau of Homeland Security (BHS); Idaho Rural Water Association (IRWA); Idaho Emergency Management Association (IEMA).

Under the leadership of the chairperson, the Statewide Committee members shall plan and coordinate emergency planning and response activities for IdWARN. At its first meeting, the Statewide Committee shall establish initial membership of the committee and procedures for administration of the Statewide Committee, including meeting procedures and voting procedures.

### ARTICLE IV. PROCEDURES

In coordination with the standards set forth by the Idaho Office of Emergency Management, the Statewide Committee shall develop operational and planning procedures for the implementation of the IdWARN program. The procedures shall be reviewed at least annually and updated as needed by the Statewide Committee.

## ARTICLE V. REQUESTS FOR ASSISTANCE

A. <u>Member Responsibility</u>. Members shall identify an Authorized Official and alternates; provide contact information including twenty-four hour access; and, maintain resource information that may be available from the Member for mutual aid and assistance response. Member contact information shall be updated annually, or when changes occur, and provided to the Statewide Committee.

MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE IDAHO INTRASTATE WATER/WASTEWATER AGENCY RESPONSE NETWORK - 3 170203

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment or supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the procedures prepared under Article IV.

- B. Response to a Request for Assistance. Members are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official will evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.
- C. <u>Discretion of Responding Member's Authorized Official</u>. Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Official's decisions on the availability of resources shall be final.

## ARTICLE VI. RESPONDING MEMBER PERSONNEL

- A. <u>National Incident Management System</u>. When providing assistance under this Agreement, the Requesting Member and the Responding Member shall be organized and shall function under the National Incident Management System.
- B. <u>Control</u>. While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System response protocol to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.
- C. <u>Food and Shelter</u>. Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed

the per diem reimbursement rates published by the State of Idaho Board of Examiners for the applicable period and location. To the extent food and shelter costs exceed Board of Examiners' per diem rates, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided by the Requesting Member.

- D. <u>Communication</u>. The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and Member personnel.
- E. <u>Status</u>. Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits provided in their respective jurisdictions.
- F. <u>Licenses and Permits</u>. To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. <u>Right to Withdraw</u>. The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason at the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practical under the circumstances.

## ARTICLE VII. COST REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties, provided that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost when permitted by law to make such donation.

A. <u>Personnel</u>. The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member should consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

- B. Equipment. The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.
- C. <u>Materials and Supplies</u>. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. <u>Payment Period</u>. The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member must send the itemized bill no later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45<sup>th</sup>) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one (1) year after the date a final itemized bill is submitted to the Requesting Member.
- E. <u>Records</u>. Unless prohibited by law, each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

## ARTICLE VIII. <u>DISPUTES</u>

If any controversy or claim arises out of or relates to the execution of this Agreement, including but not limited to an alleged breach of this Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation.

If negotiation between the involved Members does not result in the issue being resolved, the Statewide Committee will assist in the negotiation process.

### ARTICLE IX. REQUESTING MEMBER'S DUTY TO INDEMNIFY

Members who are public entities shall be subject to Article IX only to the extent permitted by law. Specifically, the duty of a public entity to defend, indemnify or hold harmless any party shall not be extended beyond the appropriation of expenditures for such duty as required by law, including Idaho Code section 59-1015 and Article VIII, Section 4 of the Idaho Constitution. Further, the liability of a public entity shall not be increased by this Article beyond the extent required by the Idaho Tort Claims Act, Idaho Code Title 6 Chapter 9.

The Requesting Member who is not a public entity shall assume, to the extent allowed by the Idaho Public Utilities Commission, the defense of, and fully indemnify and hold harmless the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be complied consistently with, the conditions set forth in Article X.

## ARTICLE X. SIGNATORY INDEMNIFICATION

In the event of liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Members who are not public entities and either receive and provide assistance shall, to the extent allowed by the Idaho Public Utilities Commission, have a duty to defend, indemnify, save and hold harmless all Non-responding Members.

## ARTICLE XI. WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

## ARTICLE XII. NOTICE

A party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members or Associate Members of this Agreement shall provide prompt and timely notice to the Members or Associate Members who may be affected by the suit or claim. Each Member and Associate Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

## ARTICLE XIII. INSURANCE

Members of this Agreement shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the IdWARN program.

## ARTICLE XIV. CONFIDENTIAL INFORMATION

To the extent authorized by law, including the Idaho Public Records Laws, Idaho Code title 74, Chapter 1 [previously sections 9-337 through 9-350], any Member or Associate Member shall maintain the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity request or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

## ARTICLE XV. EFFECTIVE DATE

This Agreement and the Statewide Committee receives and approves the admission of the applicant. The Statewide Committee chair shall maintain a master list of all Members and Associate Members of the IdWARN program.

## ARTICLE XVI. WITHDRAWAL

A Member or Associate Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee chair. Withdrawal takes effect sixty (60) days after the Statewide Committee chair receives notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

### ARTICLE XVII. MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties of this Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modifications require a simple majority vote of the Members. The Statewide Committee chair must provide written notice to all Members and Associate Members of approved modifications to this Agreement. Approved modifications take effect sixty (60) days after the date upon which notice is sent to the Members and Associate Members.

### ARTICLE XVIII. SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced if the Agreement did not contain the particular term or provision held to be invalid.

### ARTICLE XIX. PRIOR AGREEMENTS

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

### ARTICLE XX. MISCELLANEOUS

- A. <u>No Third Party Beneficiaries</u>. This Agreement is for the sole benefit of the Members and no person or entity has any rights under this Agreement as a third party beneficiary.
- B. <u>Assignment Prohibited</u>. No party may assign benefits or delegate duties created by this Agreement and such assignments and delegations are without effect.

MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE IDAHO INTRASTATE WATER/WASTEWATER AGENCY RESPONSE NETWORK – 9 170203

C. <u>No Authority to Bind Other Parties or Partnership</u>. Neither the IdWARN Program nor any party has the authority to enter into contracts or agreements on behalf of one or more parties to this Agreement. This Agreement does not create a partnership between the parties and nothing contained herein shall be interpreted to create an employer-employee, master-servant, a joint venture, or principal-agent relationship between any party in any respect.

## ARTICLE XII. <u>INTRASTATE AND INTERSTATE</u> MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement shall participate in mutual aid and assistance activities conducted under the IdWARN Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate mutual aid and assistance program for water and wastewater utilities through this Agreement if such a program were established.

IN WITNESS WHEREOF, the Members and Associate Members executing a signature page attached hereto have entered into this Agreement effective as set forth in Article XV above. This Agreement may be executed in counterparts by the execution of signature pages. Each such counterpart shall be deemed as an original, all of which together with the terms herein shall be considered one and the same Agreement.

[Signature Pages Follow]

#### **SIGNATURE PAGE**

## MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE IDAHO INTRASTATE WATER/WASTEWATER AGENCY RESPONSE NETWORK (IdWARN)

	(Organization Name)
	Signed By
	Position/Title
	Date:
Please let us know who ynews, and activations.	you would like to be the main contact person for WARN activities, notices
Name:	
Position:	
Contact phone number:	
Contact email:	

# **EXHIBIT "M"**



#### USTOM Custom Sheds of Idaho

8325 Sage Run Ln Middleton, ID 83644

208.559.5066

shawntrimmer@customshedsofidaho.com

#### **Estimate**

Date	Estimate #
2/21/2022	513

JVG recommend for approval - 3/22/22.

Mower Shed for Middleton Place Park. (Budget 01-538-531)

Nar	me / Address
1103	of Middleton West Main St, eton Id. 83644

Project

Item	Description	Qty	Price	Total
12x16 Premium Gable 12 Doors & Trim 8x8 wall vent	9' tall walls 9x8 overhead door	1 1 2	5,925.00 1,447.00 0.00	5,925.00 1,447.00 0.00

Thanks for letting Custom Sheds of Idaho bid this project. We are looking forward to doing business in the future. This estimate is only good for 14 days and can change without notice due to the flexuating lumber market. Feel free to call anytime if there are any concerns or questions about this estimate.

Subtotal	\$7,372.00
Sales Tax (6.0%)	\$0.00
Total	\$7,372.00

# **EXHIBIT "N"**





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Campbell Tractor & Implement 2014 Franklin Blvd Nampa, ID 83687 208-466-8414

management@campbelltractor.com

#### **Quote Summary**

**Prepared For:** 

CITY OF MIDDLETON PO BOX 487 MIDDLETON, ID 83644 Business: 208-585-3133 Delivering Dealer: Campbell Tractor & Implement

> Jesse Steinebach 2014 Franklin Blvd Nampa, ID 83687

Phone: 208-466-8414 jsteinebach@campbelltractor.com

**Quote ID:** 26130954

Created On: 23 February 2022
Last Modified On: 31 March 2022
Expiration Date: 02 May 2022

Equipment Summary

Selling Price
Qty
Extended

JOHN DEERE 14 Bushel 3-Bag

\$ 4,016.69 X 1 = \$ 4,016.69

Material Collection System

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: February 22, 2022

JOHN DEERE Z994R Diesel \$ 17,110.17 X 1 = \$ 17,110.17

Commercial ZTrak

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: February 22, 2022

Equipment Total \$ 21,126.86

* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 21,126.86
	Trade In	
	SubTotal	\$ 21,126.86
	Est. Service	\$ 0.00
	Agreement Tax	
	Total	\$ 21,126.86
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 21,126.86
	Rental Applied	(0.00)

Salesperson : X \_\_\_\_\_ Accepted By : X \_\_\_\_\_





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Campbell Tractor & Implement 2014 Franklin Blvd Nampa, ID 83687 208-466-8414 management@campbelltractor.com

Salesperson : X	Salesperson : X	Accepted By : X
-----------------	-----------------	-----------------



### **Selling Equipment**



**Quote Id: 26130954 Customer Name: CITY OF MIDDLETON** 

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER: Campbell Tractor & Implement

2014 Franklin Blvd Nampa, ID 83687 208-466-8414

management@campbelltractor.com

#### **JOHN DEERE 14 Bushel 3-Bag Material Collection System**

Hours:

**Stock Number:** 

Contract: Sourcewell Grounds Maintenance 031121-DAC Selling Price \*

> (PG NB CG 70) \$ 4,016.69

Price Effective Date: February 22, 2022

	•	* Price per item - includes Fees and Non-contract iter					tems
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract
2550TC	14 Bushel 3-Bag Material Collection System	1	\$ 3,914.00	9.00	\$ 352.26	\$ 3,561.74	<b>Price</b> \$ 3,561.74
-		Stan	dard Options	s - Per Unit			_
001A	United States and Canada	1	\$ 0.00	9.00	\$ 0.00	\$ 0.00	\$ 0.00
3408	Attaching Parts for 152.4 cm (60 ln.) 7-Iron PRO Mulch-	1	\$ 134.00	9.00	\$ 12.06	\$ 121.94	\$ 121.94
3500	on-Demand Decks Blower for 7-Iron PRO and 7-Iron PRO Mulch-On- Demand Decks	1	\$ 0.00	9.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 134.00		\$ 12.06	\$ 121.94	\$ 121.94
-	•	tachr	•	ontract/Oper	•		
UC13263	Quik-Tatch Weight, 42 lb (19 kg)		\$ 60.99	9.00	\$ 5.49	\$ 333.00	\$ 333.00
	Dealer Attachments Total		\$ 365.94		\$ 32.94	\$ 333.00	\$ 333.00
<b>Total Selli</b>	ng Price		\$ 4,413.94		\$ 397.26	\$ 4,016.68	\$ 4,016.68

#### JOHN DEERE Z994R Diesel Commercial ZTrak

**Equipment Notes:** 

Hours:

Stock Number: Selling Price \* \$ 17,110.17 Contract: Sourcewell Grounds Maintenance 031121-DAC

(PG NB CG 70)

Price Effective Date: February 22, 2022

\* Price per item - includes Fees and Non-contract items



## **Selling Equipment**



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Campbell Tractor & Implement 2014 Franklin Blvd

Nampa, ID 83687

208-466-8414

management@campbelltractor.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	
2543TC	Z994R Diesel Commercial ZTrak	1	\$ 20,219.00	23.00	\$ 4,650.37	\$ 15,568.63	
		Star	ndard Option	s - Per Unit			
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 1,132.00	23.00	\$ 260.36	\$ 871.64	\$ 871.64
1505	60 In. 7-Iron PRO Mulch On Demand Mower Deck	1	\$ 870.00	23.00	\$ 200.10	\$ 669.90	\$ 669.90
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 2,002.00		\$ 460.46	\$ 1,541.54	\$ 1,541.54
	Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00
Total Sell	ing Price		\$ 22,221.00		\$ 5,110.83	\$ 17,110.17	\$ 17,110.17

# **EXHIBIT "O"**



SALES QUOTE
Current Location: 1



Customer #:257206 Jeremy Hammond Home Store: 1 D&B Supply Inc. 3816 Cleveland Blvd.

, ID

(208) 972-3013

Caldwell, ID 83605 (208) 459-7444

Status:Quote

Order Number: 179015 Created By: Tyler Order Type: Sales Order

Create Date: 2022-03-31 02:45:09

Sku	Part No	Description	Qty	Price	Ext
1019325	7X14GWBRK1	7 X 14 FLATBED TRAILER W/BRAKE	1.0	3,099.99	3,099.99 N

Tran Note:Sales Quote 3/30/2022. Price subject to change without notice.	Non Tax Total: Taxable Total: Tax: Grand Total:	\$3,099.99 \$0.00 \$0.00 \$3,099.99
	Bal Remaining:	\$3,099.99

Due to market conditions, pricing is subject to change without notice. No other discounts can be combined with this quote.



#### Quotation

Quote Number: 100755804v1
Use quote number at time of order to ensure that you receive prices quoted

Hach PO Box 608 Loveland, CO 80539-0608

Phone: (800) 227-4224 Email: quotes@hach.com Website: www.hach.com

Quote Date: 03/23/22 Quote Expiration: 04/22/22

CITY OF MIDDLETON PO BOX 487 MIDDLETON, ID 83644-0487

Name: Rodger Hawker Phone: (208) 789-3953

Email: rhawker@middletoncity.com

Customer Account Number: 098283

Sales Contact: Jenny Farney Email: jenny.farney@hach.com Phone: 801-230-0925

#### **PRICING QUOTATION**

Line	Part Number	Description	Qty	Extended Price
1	LXV424.99.00100	Solitax Inline sc Turbidity and Suspended Solids Insertion Probe with Wiper, Stainless Steel	1	6,732.32
		Grand 1	otal	\$ 6,732.32

#### **TERMS OF SALE**

FCA: Hach's facility

12% Supply Chain Surcharge has been added to this quote for all shipments, if applicable, and is included in the "Net Unit Price" and Grand Total

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at <a href="www.hach.com/terms">www.hach.com/terms</a>. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

#### ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- · Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- · Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
  - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- · Indicate if order needs to ship complete or if it can ship partial.
- Tax status

· Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

Sales Contact:

Name: Jenny Farney

Title: Regional Sales Manager

Phone: 801-230-0925

Email: jenny.farney@hach.com Prepared By:

Name: Mike Bigley

Title: Canada Sales Support

Phone: 970-278-4949

Email: mbigley@hach.com



#### **HACH COMPANY**

#### Headquarters

P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

**Purchase Orders** 

PO Box 608

Loveland, CO 80539-0608

**Quotation Addendum** WebSite: www.hach.com U.S.A.

Phone: 800-227-4224 Fax: 970-669-2932

> orders@hach.com quotes@hach.com techhelp@hach.com

**Export** 

F-Mail:

Phone: 970-669-3050 Fax: 970-461-3939 Email: intl@hach.com Remittance

2207 Collections Center Drive Chicago, IL 60693

Wire Transfers

Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 071000039

#### ADVANTAGES OF WORKING WITH HACH



#### Hach Service

Protect your investment & peace of mind

- A global partner who understands your needs
- Delivers timely, high-quality service you can trust
- Provides team of unique experts to help you maximize instrument uptime
- Ensure data integrity
- Maintain operational stability
- ✓ Reduce compliance risk

www.hach.com/service-contracts

#### Pick&Ship™

Pick&Ship™ Program offers a better way to keep your supplies in stock

- Convenience of one purchase order for the entire year
- Flexibility to change, cancel or create new orders
- Savings from locking in prices & thus avoiding price surges and rush charges
- Peace of mind with automatic, reliable shipments just as you need them

www.Hach.com/pickandship

#### **Technical Support**

Provides post-sale instrumentation and application support

- Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.
- Available via phone, e-mail, or live online chat at Hach.com!
- Fast access to answers at https://support.hach.com
- Toll-free phone: 800-227-4224
- E-mail: techhelp@hach.com

www.Hach.com

#### ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

#### Safe & Fast Delivery

- Receive tracking numbers on your order acknowledgement
- Hach will assist with claims if an order is lost or damaged in shipment

#### Save Time - Less Hassle

- No need to set up deliveries for orders or to schedule pickup
- Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.

#### Save Money

No additional invoice to process save on time and administrative costs

Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES 1, 2, 3, 4 Pricing Effective 4/11/2020									
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling F Effective 4/11/202	е		
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47			
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85			
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72			
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48	,		
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04			
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52			
\$2,000.00-\$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22			
\$4,000.00-\$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90			
\$6,000.00-\$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04			
\$8,000.00-\$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51			
Over\$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84			

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

#### SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

#### TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

- 1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
- 2. CANCELLATION: Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.
- 3. DELIVERY: Delivery will be accomplished FCA Hach's facility located in Ames, lowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am 5 pm Monday through Friday, excluding holidays.
- 4. INSPECTION: Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.
- 5. PRICES & ORDER SIZES: All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.
- 6. PAYMENTS: All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

- card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-withorder or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See  $\underline{\P{20}}$  for further wire transfer requirements.
- LIMITED WARRANTY: Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.
- 8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.
- 9. PATENT PROTECTION: Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



#### TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

- 10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.
- 11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.
- PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at http://www.hach.com/privacypolicy.
- 13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

- 14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to backup or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.
- 15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.
- 16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See http://danaher.com/integrity-and-compliance and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.
- 17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

v. 2019-12-09

#### TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

- 18. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.
- 19. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.
- 20. FUNDS TRANSFERS (PAYMENTS): Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.
- 21. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.
- 22. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.
- 23. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

- 24. APPENDICES: If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:
- ☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

\* \*

v. 2019-12-09 3

#### **ORDINANCE NO. 662**

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 11, CHAPTER 1, BY REPEALING AND REPLACING SECTION 11-01-01, MIDDLETON CITY CODE, PERTAINING TO SPEED LIMITS WITHIN THE CITY OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

**BE IT ORDAINED** by the Mayor and Council of the City of Middleton, County of Canyon, State of Idaho:

**Section 1.** That Title 11, Chapter 1, Section 11-01-01 of the Middleton City Code is hereby repealed and replaced with the following:

**11-01-01: SPEED RESTRICTIONS:** No person shall drive a vehicle on a highway or street at a speed greater than that which is reasonable and prudent under the conditions and with regard to actual potential hazards then existing. The limits specified in this section, or established as posted, shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such limits. A violation of this section shall be an infraction.

#### Specific Speed Limits:

- A. Parks, alleys, and unimproved roads. In any public park, or in any alley, fifteen (15) miles per hour. The term "alley" shall mean a minor public way providing secondary access at the back or side of a property for vehicle or pedestrian traffic.
- B. Subdivision street. Local streets within subdivisions shall have a speed limit of twenty (20) miles per hour.
- C. City streets. On all other streets in Middleton, twenty-five (25) miles per hour, unless otherwise posted.
- D. School zones. Twenty (20) miles per hour when any of the following exist:
  - 1. A school speed limit sign with flashing lights attached and the words "when flashing" posted and the lights are activated; or
  - 2. A school speed limit sign with "when children are present" included thereon, and there is a child or children present; or
  - 3. A school zone speed limit sign with designated time frames included thereon.

Any person that violates this subsection D shall be guilty of an infraction and shall be assessed a fixed penalty of \$100.00 excluding court costs and fees.

**Section 2.** This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 3. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 4. All ordinances, resolutions, orders and parts thereof in conflict herewith are

**Section 4.** All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this  $20^{\rm th}$  day of April, 2022.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this  $20^{\rm th}$  day of April, 2022.

	ATTEST:	ATTEST:	
Steve Rule, Mayor	City Clerk (or Deputy)		

#### ORDINANCES OF THE CITY OF MIDDLETON NOTICE OF ADOPTION AND SUMMARY OF AMENDED AND RESTATED ORDINANCE NO 662

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 11, CHAPTER 1, BY REPEALING AND REPLACING SECTION 11-01-01, MIDDLETON CITY CODE, PERTAINING TO SPEED LIMITS WITHIN THE CITY OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, COUNTY OF CANYON, STATE OF IDAHO:

**Section 1.** Amends Title 11, Chapter 01, Section 11-01-01 of the Middleton City Code by repealing and replacing the city code pertaining to speed restrictions within the City of Middleton.

**Sections 2 through 4.** Provides that this ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law; provides for severability; repeals conflicting ordinances, resolutions, and orders.

Ordinance No. 662 provides an effective of	date, which shall be on the 20 <sup>th</sup> day of April, 2022. Ordinance No.
662 was passed by the Council and appro	eved by the Mayor on the 20th day of April, 2022. The full text of
the Ordinance is available at Middleton C	City Hall, 1103 W Main St, Middleton, ID 83644. The Mayor and
City Council approved the foregoing su	immary on the 20th day of April, 2022, for publication on the
day of	, 2022, pursuant to Idaho Code § 50-901A.

Mayor Steve Rule

ATTEST: Becky Crofts, City Clerk

#### STATEMENT OF LEGAL ADVISOR

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 659 and provides adequate notice to the public as to the contents of such ordinance.

DATED this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2022.

Douglas Waterman, Attorney for City of Middleton



# STAFF REVIEW AND REPORT Middleton City Council

#### **Stonehaven Annexation and Zone Change**



- A. City Council Hearing Date: April 20, 2022
- **B.** Applications: Annexation and Zone Change of approximately 3.86 acres adjacent to the Stonehaven Subdivision located at 0 Hartley Lane (Tax Parcel No. R344420120). The proposed zoning is R-3.
- **C. Current Zoning & Property Condition:** The property is currently located in Canyon County and zoned Agriculture.



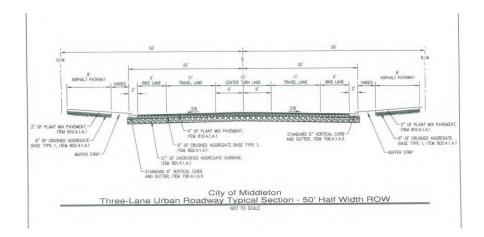
D. Annexation: The Applicant is requesting the entire 3.86-acre parcel to be annexed into the City of Middleton. Previously in December 2020 the City Council approved the Stonehaven Amended Preliminary Plat. At that time the City agreed to accept the parcel as the open space required for the subdivision as required by MCC 5-4-10-10. The FCO states as a condition of approval, the parcel "must be annexed and remain as a natural preserve, unimproved with wildlife habitat and connected by a pedestrian bridge to Durness Bay Ave" before the City will issue building permits for lots in Phase 6. (Exhibit "A")

The parcel is currently unimproved. It is overgrown with weeds and bramble and the entire parcel slopes gradually down to a ditch bank. If the City requires the parcel to remain an unimprovable public site as stated in the FCO does not benefit the residents because unimproved parcels can have a tendency to become weedy and unsightly, as well as fire hazards. To ensure benefit to all residents the parcel designation should change to allow for future improvements to be made should the City choose to do so. This designation change will still require the parcel to remain a public park/open space.

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. However, this is not applicable as the site is sloped and will not have any residential building lots but will remain public open space. (3) The annexation is orderly and economical because it is located in an area of planned city growth and annexing it prevents a county enclave from being created which could hamper orderly development of the City in the future. Finally, the annexation will provide additional public park and open space which is good for the community.

In addition, MCC 5-4-10-2 requires that developers do all the frontage and half road improvements adjacent their parcel. This parcel is adjacent to Hartley Road, which is identified on the Middleton Supplement to the ISPWC as a Three-Lane collector road with a landscape buffer and an 8 foot asphalt pathway. As a condition of approval the Stonehaven Developer will be required to construct these improvements.



As conditions of this annexation, Planning Staff recommends the following conditions:

- 1. The previous designation of the parcel as ordered in the December 2020 FCO as a natural preserve to be changed to designate the parcel for use as a public park/open space.
- 2. The Developer/City shall complete the annexation process with the State Tax Commission, prior to the City issuing building permits for Phase 6.
- 3. The Developer shall construct a pedestrian bridge to Durness Bay Ave prior to the City issuing building permits for Phase 6.
- 4. The Developer shall improve Hartley (frontage and ½ road improvements) at the location where the parcel abuts Hartley and then dedicate those improvements to the City. These improvements will be done in conjunction with improvements completed for Stonehaven Phase 8.
- 5. The Developer shall improve 25% of the irrigation crossing to the parcel, or if it is not ready for improvement, then the Developer will make a 25% payment in lieu. Payment to be received by Final Plat approval of Stonehaven Phase 8.
- 6. Prior to Final Plat approval of Stonehaven Phase 8 the Developer shall deed the parcel to the City for use as a future public park/open space.
- **D. Zone Change:** The Applicant is requesting the zoning of the parcel to be changed from County Agriculture to City R-3 (Single-Family Residential) for use as a park or other open space amenity. Parks are an allowable use in the R-3 zone.

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

Planning staff finds the Zone Change (1) will not adversely affect the City's ability to deliver services because the site will not have any residential building lots, thus negating the need for City services, and (2) as will be shown below the project is in harmony with the Comprehensive Plan.

**F. Comprehensive Plan & Land Use Map:** The Applicant's project conforms with the Comprehensive Plan's Future Land Use Map because on the map the project area is

designated as Residential (blue color). Parks and open space are an allowable use in this area and match the Residential Use planned for the site.



In regard to *Middleton's 2019 Comprehensive Plan*, the project complies with the *Goals, Objectives, and Strategies* as follows:

- a. Goal 9: Increase the number of parks throughout the City by the development and dedication of land and pathways for parks and recreation.
- b. *Goal 10:* Locate and design parks, open spaces, recreational facilities and public facilities that encourage physical activity.
- G. Comments from Planning Staff: Planning Staff comments attached as (Exhibit "B").
- **H.** Comments Received from Surrounding Landowners: (Exhibit "C"). Email from Elizabeth Beach opposed to the zone change. She believes the parcel should remain the previously designated "nature reserve".
- I. Comments from Agencies: (Exhibit "D").
  Sawtooth Law Offices, PLLC Letter dated March 7, 2022, for Canyon Hill Ditch Company addressing easement.
- **J. Applicant Information:** Application from Owner Todd Campbell of TBC Holdings, LLC, P.O Box 140298, Boise, ID 83714 and Representative Jay Walker of Kimley-Horn, 849 E State St. 103 Suite, Eagle, ID 83616.

K.	Notices:	Dates:
	Neighborhood Meeting	10/27/2021
	Newspaper Notification Radius notification mailed to	4/3/2022
	Adjacent landowners within 300'	4/1/2022

Circulation to Agencies

4/1/2022

Sign Posting property

4/1/2022

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

#### L. Applicable Codes and Standards:

Idaho Code Secs., 67-6503, 67-6509, 67-6511, 67-6513, 50-222, 50-1301 through 50-1329.

Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction.

Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4.

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

Before City Council is the consideration of the Annexation and Zone Change applications and a decision of approval or denial.

According to 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 City Council agrees with the testimony, evidence and *Findings of Facts* presented at the public hearing, then City 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 decision on the applications. If the public hearing is held and conducted according to Idaho State Statute and the Middleton City Code, then City 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. The previous designation of the parcel as ordered in the December 2020 FCO as a natural preserve to be changed to designate the parcel for use as a public park/open space.
- 2. Developer to complete the annexation process with the State Tax Commission, prior to the City issuing building permits for Phase 6.

- 3. Developer to construct a pedestrian bridge to Durness Bay Ave prior to the City issuing building permits for Phase 6.
- 4. Prior to Final Plat approval of Stonehaven Phase 8, the developer shall improve Hartley at the location where the nature preserve abuts Hartley and then dedicate those improvements to the City.
- 5. Prior to Final Plat approval of Stonehaven Phase 8, the developer shall either improve 25% of the irrigation crossing on Hartley Road to cover the nature preserve portion, or if it is not ready for improvement, then the developer will make a 25% payment in lieu. Payment to be received by Final Plat approval of Stonehaven Phase 8.
- 6. Prior to Final Plat approval of Stonehaven Phase 8 the developer shall deed the parcel to the City for use as a public park/open space area.

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

Prepared by Planning Deputy Clerk, Jennica Reynolds Dated: 4/14/2022

# Exhibit "A" FCO December 2020



# CITY OF MIDDLETON City Council

Stonehaven Amended Preliminary Plat

October 20, 2020 Application November 9, 2020 P&Z Approval November 18, 2020 CC Approval December 2, 2020 CC FCO's Findings of Fact, Conclusions of Law, and Decision

#### **SUMMARY OF THE REQUEST**

A request by TBC Holdings, LLC and Todd Campbell Construction, Inc. for approval of an amended preliminary plat with a revised phasing plan and lot configuration consisting of eight phases and 239 single family residential lots, to accommodate Middleton City Code requirement for secondary vehicular access for Stonehaven Subdivision, located on approximately 78.17 acres west of Hartley Lane, south of Willis Road, east of Emmett Road, and mostly north of Canyon Hill Canal.

#### **FINDINGS OF FACT**

1. Applicant: TBC Holdings, LLC

P.O. Box 140298 Boise, ID 83714

- 2. Application: The application was accepted by the City on October 20, 2020
- Applicable Codes and Standards:
   Idaho Code Title 67, Chapter 65
   Middleton City Code (MCC) 1-14-5; 1-15-1; 5-4-4
- 4. The Planning and Zoning Commission recommended that City Council approve the amended preliminary plat.
- 5. Written Agency Responses Received to Date: none.
- 6. Written Property Owners Responses Received to Date: none.
- 7. Preliminary Plat Standards: Per City Code Section 5-4-4.



# CITY OF MIDDLETON City Council

#### **CONCLUSIONS OF LAW**

Notice of the Application was given according to law. The City Council Public Meeting was conducted according to law, and the City has kept a record of the application and related documents.

#### **DECISION**

Based on the Findings of Facts, and Conclusions of Law, the City Council hereby recommends approval of the preliminary plat with the following conditions:

- 1. City of Middleton municipal domestic water, fire flow and sanitary sewer services are extended to serve the subdivision.
- 2. Comply with MCC 5-4-10-10, open space requirement: Lot 3, Block 4, Phase 4 with an amenity as defined in MCC 1-3-1, together with Lot 30, Block 8, Phase 6 which must be annexed and remain as a natural preserve, unimproved with wildlife habitat and connected by a pedestrian bridge to Durness Bay Ave. Annexation to occur before the City will issue building permits for lots in Phase 6.

MOTION TO APPROVE BY CITY COUNCIL ON: November 18, 2020

#### NOTICE

This decision is deemed by Idaho law to be a final decision. An affected person aggrieved by a final decision may within twenty-eight (28) days after all remedies have been exhausted under local ordinances seek judicial review as provided by title 67 chapter 65, Idaho Code. The applicant has a right to request to the City a regulatory taking analysis pursuant to section 67-8003, Idaho Code.

Signed: December \_\_\_\_\_, 2020.

Steven J. Rule, Mayor

Attest:

Bruce Bayne,

Planning and Zoning Official

# Exhibit "B" Comments from Planning Staff

#### Jennica Reynolds

**From:** Jennica Reynolds

**Sent:** Friday, February 25, 2022 3:52 PM

To: Walker, Jay; Todd Campbell; Dean Waite; Amy Laverty
Cc: Roberta Stewart; Scheibner, Alec; Candrian, Connor
Subject: RE: Stonehaven #6 Annexation application - receipt

**Attachments:** Stonehaven Annex Notice - Posting Box - PZ 3-14-2022.pdf

#### Team,

We are taking the annexation to Planning and Zoning on March 14<sup>th</sup>. (See attached)

Our team has discussed the Annexation and the engineer has brought these items to our attention. When you are doing the improvements to Hartley Rd for Stonehaven 8 we need you to do the following:

- 1. Improve Hartley at the location where the nature preserve abuts Hartley and then dedicate those improvements to the City.
- 2. Either improve 25% of the irrigation crossing to cover the nature preserve portion, or if it's not ready for improvement, then Stonehaven will make a 25% payment in lieu.

These will be conditions of approval listed in the Staff Report. Just wanted to give you a heads up.

#### Thanks,

### Jennica Reynolds

Jennica Reynolds
Deputy Clerk, Planning
City of Middleton
208-585-3133
jreynolds@middletoncity.com

From: Walker, Jay <Jay.Walker@kimley-horn.com>

Sent: Friday, October 29, 2021 6:36 AM

To: Jennica Reynolds <a href="mailto:jreynolds@middletoncity.com">jreynolds@middletoncity.com</a>; Todd Campbell <a href="mailto:jreynolds@middletoncity.com">jreynolds@middletoncity.com</a>; Dean Waite

<pm.tccinc@gmail.com>; Amy Laverty <estimating.tcc@gmail.com>

**Cc:** Roberta Stewart <rstewart@middletoncity.com>; Scheibner, Alec <Alec.Scheibner@kimley-horn.com>; Candrian,

Connor < Connor. Candrian@kimley-horn.com>

Subject: RE: Stonehaven #6 Annexation application - receipt

Jennica and all,

Thank you for the review of the SH#6 nature reserve application and acceptance. We appreciate you sending the receipt for our records. We will await the hearing date and coming action items to complete this process.

Kind regards - enjoy Friday,

#### Jay Walker, Principal

AllTerra Consulting | www.allterraconsulting.com 849 E. State Str., Ste 104 Eagle, Idaho 83616 Cell 208.484.4479 jwalker@allterraconsulting.com



"Life's most persistent and urgent question is: 'What are you doing for others?" -Dr. Martin Luther King, Jr.

As of July 1, 2021, announces...

#### Jay Walker

849 East State Str, Ste 1004/103
Fagle, Idaho 83616

Kimley-Horn | Direct 208.906.0883 | Mobile: 208.484.4479

https://www.kimley-horn.com/

Celebrating 13 years as one of FORTUNE's 100 Best Companies to Work For

From: Jennica Reynolds < jreynolds@middletoncity.com>

Sent: Thursday, October 28, 2021 5:22 PM

To: Walker, Jay <Jay.Walker@kimley-horn.com>; Todd Campbell tddcampbell@gmail.com>

**Cc:** Roberta Stewart < rstewart@middletoncity.com > **Subject:** Stonehaven #6 Annexation application

#### Gentlemen,

The city has received the annexation application and fee for Stonehaven #6 Nature Preserve. Please see the attached receipt.

Thank You,

Jennica Reynolds

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

# Exhibit "C" Comments from Surrounding Landowners

From: <u>Elizabeth Beach</u>
To: <u>Jennica Reynolds</u>

Cc: e beach

**Subject:** Public Hearing Notice – Annexation/Zone Change – Stonehaven

**Date:** Thursday, March 3, 2022 2:08:29 PM

I would like to make known my objection to the proposed zoning change. Any parcel previously designated 'nature preserve' should remain as such to be consistent with the City's stated goals of keeping a rural characteristic.

In this case, I believe the "nature preserve" lot-size calculation allowed the other open-spaces in Stone Haven to be much smaller and less in number. Seems to me, if this zoning change takes place, then the previous Plat approval must be nullified and the approval process begun anew.

Furthermore, I believe a rezoning of this type and in this situation will set a very bad precedent, and is contrary to the Mayor's stated goal of controlled growth.

I am writing this email as I am unable to attend the upcoming PZ meeting. I appreciate it if you pass my opinion on to the Commission, as well as the Mayor.

Sincerely,

Elizabeth Beach 567 Mountain St Middleton, ID 83644

Sent from my iPhone

# Exhibit "D" Comments from Agencies

Boise Office 1101 W. River St. Suite 110 Boise, Idaho 83702 Tel. (208) 629-7447

Challis Office 1301 E. Main Ave. P.O. Box 36 Challis, Idaho 83226 Tel. (208) 879-4488

Twin Falls Office 213 Canyon Crest Drive Suite 200 Twin Falls, Idaho 83301 Tel. (208) 969-9585

Fax (all offices) (208) 629-7559



David P. Claiborne
S. Bryce Farris
Evan T. Roth
Daniel V. Steenson

Andrew J. Waldera

Andrew J. Waldera

Brian A. Faria

Patxi Larrocea-Phillips

John A. Richards

Matthew A. Sturzen

Katie L. Vandenberg-Van Vliet

James R. Bennetts (retired)

Jennica Reynolds Middleton Planning and Zoning Official P.O. Box 487 Middleton, Idaho 83644

Re:

Stonehaven Subdivision - Annexation/Zone Change

Dear Ms. Reynolds:

The Canyon Hill Ditch Company has a ditch and easement that run through or abuts this property. The easement is 25 feet each side from the top of bank. The developer must contact Canyon Hill Ditch Company's attorney, Sawtooth Law Offices, PLLC, for approval before any encroachment, change of easement, or drainage discharge into Canyon Hill Ditch Company's facilities occurs. Canyon Hill Ditch Company must review irrigation and storm water drainage plans and construction plans prior to any approval.

Canyon Hill Ditch Company generally requires a License Agreement prior to any approval for the following reasons:

- 1. Relocation of a facility which would also require a new easement and relinquishment of the old easement once the relocation has been completed.
- 2. Piping of a facility.
- 3. Encroachment on a facility with gas, water and sewer lines, utility lines, roadways, bridges or any other structures.
- 4. Drainage discharges into any facilities.

Also, please be advised that Canyon Hill Ditch Company does not approve of trees within its easement. Therefore, any existing trees within easement will need to be removed. On occasion, Canyon Hill Ditch Company may make exceptions on a case by case basis, which requires the developers/owners to obtain written permission from Canyon Hill Ditch Company for existing trees to remain.

Please contact me if you have any questions.

Yours very truly,

S. Bryce Farris

www.sawtoothlaw.com

Attorneys licensed in Idaho, Montana, Oregon and Washington

# ORDINANCE NO. 663 Stonehaven Subdivision Nature Preserve Annexation – Parcel No. 34442012

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ANNEXING TO THE CITY OF MIDDLETON, IDAHO, CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF MIDDLETON, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY TO R-3 (SINGLE-FAMILY RESIDENTIAL); DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, COUNTY OF CANYON, STATE OF IDAHO:

**Section 1.** That the Middleton City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act (Idaho Code, Title 67, Chapter 65) and Middleton City Code Title 1, Chapter 14, approved the Annexation and Rezone of the Stonehaven Subdivision Nature Preserve (Parcel No. 34442012) at a public hearing held on April 20, 2022.

**Section 2.** The following described property, commonly known as 0 Hartley Lane (Tax Parcel No. 34442012), comprising approximately 3.87 acres, more or less, is contiguous to the City of Middleton, Idaho; the annexation enables the orderly development of the City; and the applicant has requested that the property described in Exhibit "A" should be annexed into the City of Middleton as R-3 (Single Family Residential):

# See legal description attached hereto as Exhibit "A" and made a part hereof by this reference.

**Section 3.** That the above-described property is hereby annexed into the corporate limits of the City of Middleton and zoned R-3 (Single Family Residential).

**Section 4.** That the City Engineer and the Planning & Zoning Director of the City of Middleton, Idaho, are hereby instructed to so designate the same above-described property on the official zoning map and other area maps of the City of Middleton, Idaho as lying within the city limits and zoned R-3 (Single Family Residential).

**Section 5.** All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

**Section 6.** This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

Ordinance No. 663

**Section** 7. The Clerk of the City of Middleton, Idaho shall, within I0 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Middleton, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code§ 63-215.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this 20<sup>th</sup> day of April, 2022.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this \_\_\_\_ day of April, 2022.

Attest:

Steven J. Rule

Becky Crofts
City Clerk

Ordinance No. 663 Page 2

### **EXHIBIT A**

# **Legal Description of Annexed Property**

Ordinance No. 663 Page 3



Kimley Horn Date: October 7, 2021 Job No.: 4521

#### NATURE PRESERVE BOUNDARY DESCRIPTION

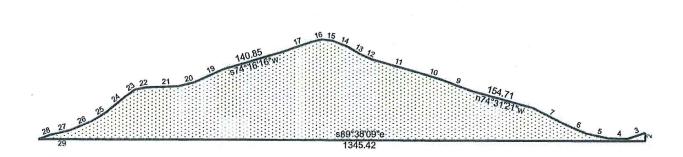
- The following Describes a Parcel of Land being a portion of the SE 1/4 NW 1/4 and SW 1/4 NW 1/4 of Section 1, Township 4 North, Range 3 West, Boise Meridian, Canyon County Idaho, and more particularly described as follows:
- BEGINNING at a found Aluminum Cap stamped "Brownell PLS 8960" Marking the SE Corner of the NW 1/4 (Center 1/4 Corner) of said Section 1; From which, the NE Corner of said SE 1/4 NW 1/4 (Center North 1/16th Corner), bears North 01°12'21" East, 1,318.63 feet which is being Monumented with a found 5/8" Iron Pin with Plastic Cap "Skinner LS 3627";
- Thence along the Easterly Boundary Line of the SE 1/4 NW 1/4 of said Section 1, North 01°12'21" East, 19.61 feet to a point on the Centerline of the Canyon Hill Canal;
- Thence leaving said Easterly Boundary Line, and along the Centerline of the Canyon Hill Canal the following courses and distances:
- 1) South 71°29'41" West, 44.23 feet to a point;
- 2) North 88°10'32" West, 46.59 feet to a point;
- 3) North 77°37'37" West, 52.38 feet to a point;
- 4) North 67°27'31" West, 57.21 feet to a point;
- 5) North 63°03'07" West, 86.03 feet to a point;
- 6) North 74°31'21" West, 154.71 feet to a point;
- 7) North 69°11'18" West, 75.06 feet to a point;
- 8) North 73°11'52" West, 58.91 feet to a point;
- 9) North 74°14'17" West, 112.63 feet to a point;
- 10) North 66°17'36" West, 29.80 feet to a point;
- 11) North 58°25'31" West, 34.02 feet to a point;
- 12) North 69°33'13" West, 38.66 feet to a point;
- 13) North 83°22'56" West, 25.48 feet to a point;
- 14) South 76°44'38" West, 28.17 feet to a point;
- 15) South 71°09'12" West, 73.35 feet to a point;

- 16) South 74°16'16" West, 140.85 feet to a point;
- 17) South 66°05'26" West, 77.84 feet to a point;
- 18) South 76°27'58" West, 38.47 feet to a point:
- 19) South 88°29'55" West, 74.93 feet to a point;
- 20) South 79°00'49" West, 27.73 feet to a point;
- 21) South 55°16'58" West, 29.46 feet to a point;
- 22) South 50°39'33" West, 56.21 feet to a point;
- 23) South 58°23'14" West, 43.51 feet to a point;
- 24) South 67°55'09" West, 56.09 feet to a point;
- 25) South 78°11'56" West, 46.45 feet to a point;
- 26) South 70°13'26" West, 29.22 feet to a point on the Southerly Boundary Line of the NW 1/4 of said Section 1;
- Thence leaving said Centerline, and along the Southerly Boundary Line of the SW 1/4 NW 1/4 of said Section 1, South 89°38'06" East, 98.03 feet to a found 5/8 inch diameter iron pin with cap stamped "Brownell PLS 8960" Marking the SW Corner of said SE 1/4 NW 1/4 (Center West 1/16 Corner) of said Section 1;

Thence along the Southerly Boundary Line of said SW 1/4 NW 1/4, South 89°38'09" East, 1345.42 feet to the **POINT OF BEGINNING**.

The above Described Parcel of Land contains 3.89 Acres, more or less.







# 4521 Preserve Closure

10/7/2021

Scale: 1 inch= 217 feet

File:

02 n01.1221e 19.63 03 s71.2941w 44.23 04 n88.1032w 46.59 05 n77.3737w 52.38 06 n67.2731w 57.21 07 n63.0307w 86.03 08 n74.3121w 154.71

09 n69.1118w 75.06 10 n73.1152w 58.91 11 n74.1417w 112.63

12 n66.1736w 29.8 13 n58.2531w 34.02

14 n69.3313w 38.66 15 n83.2256w 25.48 16 s76.4438w 28.17 17 s71.0912w 73.35 18 s74.1616w 140.85 19 s66.0526w 77.84 20 s76.2758w 38.47 21 s88.2955w 74.93 22 s79.0049w 27.73 23 s55.1658w 29.46 24 s50.3933w 56.21 25 s58.2314w 43.51 26 s67.5509w 56.09 27 s78.1156w 46.45 28 s70.1326w 29.22 29 s89.3806e 98.03 30 s89.3809e 1345.42

WWW.SAWTOOTHLS.COM

120146

120146-FP

DRAWN BY: CHECKED BY:

AR

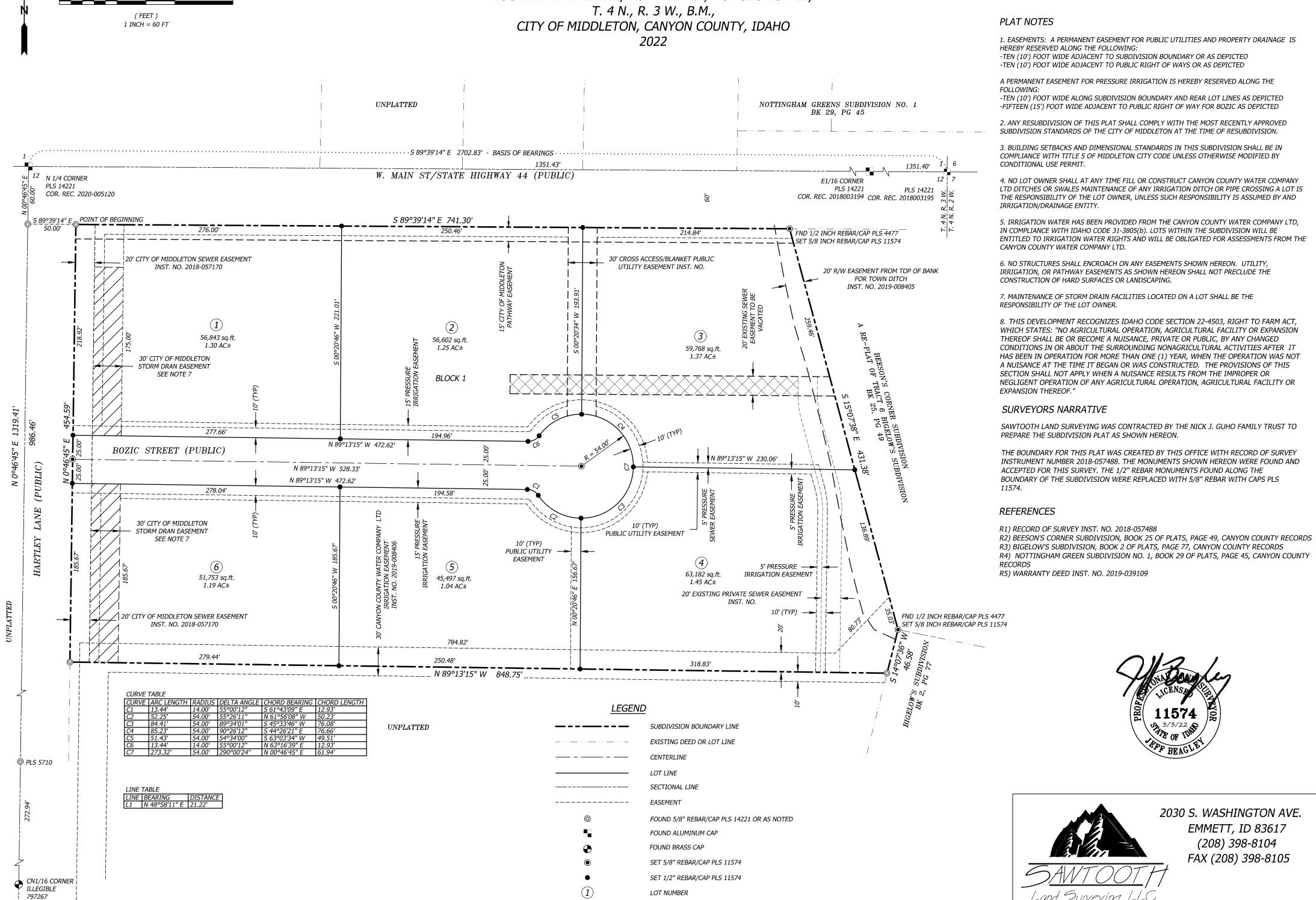
SHEET: 1 OF 3

3/2022

# **BOZIC SUBDIVISION**

1 INCH = 60 FT

# LOCATED IN THE NW1/4 OF THE NE1/4 OF SECTION 12, T. 4 N., R. 3 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO



# **BOZIC SUBDIVISION**

CERTIFICATE OF OWNER:

KNOW ALL MEN BY THESE PRESENTS:

THAT WE THE UNDERSIGNED DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS OUR INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAT.

THE OWNER FURTHER CERTIFIES, THAT ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM THE CITY OF MIDDLETON AND THAT THE CITY OF MIDDLETON HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THIS SUBDIVISION. (I.C. 50-1334)

THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

THE PUBLIC STREETS, AS SHOWN ON THIS PLAT, ARE HEREBY DEDICATED TO THE PUBLIC.

A PARCEL OF LAND BEING A PORTION OF BLOCK 1 OF THE HAWTHORN PLAT, AS SHOWN ON FILE IN BOOK 3 OF PLATS, AT PAGE 22, CANYON COUNTY RECORDS, LYING WITHIN OF THE NW1/4 OF NE1/4 OF SECTION 12, T. 4 N., R. 3 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS

**COMMENCING** AT AN ALUMINUM CAP PLS 14221, MARKING THE NORTH 1/4 CORNER OF SAID SECTION 12;

THENCE SOUTH 0°46'45" WEST, COINCIDENT WITH THE WEST LINE OF SAID NW1/4 OF NE1/4 OF SECTION 12, A DISTANCE OF 60.00 FEET TO A 5/8" REBAR WITH CAP PLS 14221, ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 44 (W. MAIN STREET):

THENCE SOUTH 89°39'14" EAST, COINCIDENT WITH SAID SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 44, A DISTANCE OF 50.00 FEET TO A 5/8" REBAR WITH CAP PLS 14221 AND THE POINT OF BEGINNING;

THENCE CONTINUING, SOUTH 89°39'14" EAST, COINCIDENT WITH SAID SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 44, A DISTANCE OF 741.30 FEET TO A 5/8" REBAR WITH CAP PLS 11574, MARKING THE NORTHEAST CORNER OF SAID BLOCK 1 OF THE HAWTHORN PLAT, WHICH IS COINCIDENT WITH THE WEST BOUNDARY LINE OF BLOCK 6, BIGELOW'S SUBDIVISION, AS SHOWN ON FILE IN BOOK 2 OF PLATS, AT PAGE 77, PER RECORD OF SURVEY, INSTRUMENT NO. 1998029618;

THENCE SOUTH 15°07'38" EAST, COINCIDENT WITH THE EAST BOUNDARY LINE OF SAID BLOCK 1 OF THE HAWTHORN PLAT, 431.38 FEET TO A 5/8" REBAR WITH CAP PLS 11574, MARKING THE EASTERN MOST CORNER OF SAID BLOCK 1 OF THE HAWTHORN PLAT, AND THE COMMON LINE BETWEEN BLOCK 6 AND BLOCK 7 OF BIGELOW'S SUBDIVISION;

THENCE SOUTH 14°07'36" WEST, COINCIDENT WITH SAID EAST BOUNDARY LINE OF BLOCK 1 OF THE HAWTHORN PLAT, AND THE WEST BOUNDARY LINE OF SAID BLOCK 7 OF BIGELOW'S SUBDIVISION, PER RECORD OF SURVEY, INST. NO. 200519700, A DISTANCE OF 46.58 FEET TO A 5/8" REBAR WITH CAP PLS 14221;

THENCE NORTH 89°13'15" WEST, 848.75 FEET TO A 5/8" REBAR WITH CAP PLS 14221;

THENCE NORTH 0°46'45" EAST, PARALLEL WITH SAID WEST LINE OF THE NW1/4 OF NE1/4 OF SECTION 12 AND THE WEST BOUNDARY LINE OF SAID BLOCK 1 OF THE HAWTHORN PLAT, 454.59 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL COMPRISING 8.46 ACRES, MORE OR LESS.

NICK J. GUHO FAMILY TRUST NICK J. GUHO, TRUSTEE
NICK J. GUHO FAMILY TRUST YVONNE LOUISE GUHO, TRUSTEE

$\Lambda C V \Lambda$	$I \cap MI$	.EDGN	$A \square NIT$
AUAN	<i>u ( ) V V I</i>	ニーノスコン	ועודווי

STATE OF IDAHO COUNTY OF CANYON

, 2021, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC ON THIS DAY OF IN AND FOR SAID STATE, PERSONALLY APPEARED NICK J. GUHO AND YVONNE LOUISE GUHO, KNOWN OR IDENTIFIED TO ME TO BE THE TRUSTEES OF THE NICK J. GUHO FAMILY TRUST, THAT EXECUTED THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO		
RESIDING AT		
MY COMMISSION EXPIRES		

# CERTIFICATE OF SURVEYOR:

I, JEFF BEAGLEY, PLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS AND CORNER PERPETUATION AND FILING ACT, IDAHO CODE *55-1601 THROUGH 55-1612.* 





2030 S. WASHINGTON AVE. **EMMETT, ID 83617** (208) 398-8104 FAX (208) 398-8105

WWW.SAWTOOTHLS.COM

SHEET: DATE: 11/2021

DRAWN BY: | CHECKED BY: | JOB#:

120146

120146-FP

HEALTH CERTIFICATE		
SANITARY RESTRICTIONS AS REQUIRE ACCORDING TO THE LETTER TO BE RE CONDITIONS OF APPROVAL. SANITARY 50-1326, IDAHO CODE, BY THE ISSUAN	AD ON FILE WITH THE COUNTY RI ARSTRICTIONS MAY BE RE-IMPOS	ECORDER OR HIS AGENT LISTING THE SED, IN ACCORDANCE WITH SECTION
SOUTHWEST DISTRICT HEALTH, EHS	DATE	
APPROVAL OF CANYON COUN	TY HIGHWAY DISTRICT #4	
THE FOREGOING PLAT WAS ACCEPTED COMMISSIONERS ON THE DAY C		F CANYON COUNTY HIGHWAY DISTRICT
PRESIDENT, CANYON COUNTY HIGHWA	AY DISTRICT DA	TE
APPROVAL OF CITY ENGINEER	₹	
I, THE UNDERSIGNED, CITY ENGINEER APPROVE THIS PLAT.	IN AND FOR THE CITY OF MIDDLE	TON, CANYON COUNTY, IDAHO, DO HEREBY
CITY ENGINEER	DAT	<u></u>

# APPROVAL OF CITY COUNCIL I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2021 THIS PLAT WAS DULY ACCEPTED AND APPROVED. CITY CLERK DATE CERTIFICATE OF COUNTY SURVEYOR I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS. COUNTY SURVEYOR CERTIFICATE OF COUNTY TREASURER I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN "PAID IN FULL" THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY. COUNTY TREASURER COUNTY RECORDERS CERTIFICATE STATE OF IDAHO COUNTY OF CANYON SS I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF SAWTOOTH LAND SURVEYING, LLC., AT\_\_\_\_\_, MINUTES PAST\_\_\_\_, O'CLOCK\_\_.M. THIS\_\_\_\_, DAY OF\_\_\_\_\_, 2021, A.D., AND WAS DULY RECORDED IN BOOK\_\_\_\_ PLATS AT PAGES \_\_\_\_\_, THROUGH\_\_\_\_\_\_, INSTRUMENT NUMBER\_\_\_\_



EX-OFFICIO RECORDER

DEPUTY



2030 S. WASHINGTON AVE. EMMETT, ID 83617 (208) 398-8104 -, FAX (208) 398-8105

WWW.SAWTOOTHLS.COM

SHEET: DATE: D 3 OF 3 11/2021

DRAWN BY: CHECKED BY: JOB#:

AR JB 1201

120146 | 120146-FP



Hughes Engineering, P.C.

#### **WORK ORDER AGREEMENT**

City of Middleton
1103 W Main Street
Middleton, Idaho 83605

**PROJECT:** Small Structures Inspection Services (FY2022)

**PROJECT NO.:** 101321MIDDLETON

#### SCOPE OF WORK:

#### **INTRODUCTION:**

This work order agreement is for bridge/culvert inspection services of the City of Middleton's small structures (structures between 4 to 20 feet in span).

#### TASK 1 - INITIAL BRIDGE/CULVERT INSPECTION:

Hughes Engineering will perform the initial inspections of the city's small structures not included in the federal inventory of bridges (structures less than 20 feet in span). The inspections will be completed following the NBIS (National Bridge Inspection Standards) with their condition rated following these federal standards.

See attachment with list of structures for initial inspection.

#### TASK 2 - INTERVAL BRIDGE/CULVERT INSPECTION:

Hughes Engineering will perform the interval (repeat) inspections of the city's small structures not included in the federal inventory of bridges (structures less than 20 feet in span). The inspections will be completed following the NBIS (National Bridge Inspection Standards) with their condition rated following these federal standards.

See attachment with list of structures for interval inspection.

#### **DELIVERABLES:**

The following will be provided to the city:

- Electronic version of stamped inspection report of each structure.
- Microsoft Access of all structures and inspections.
- Digital photos of structures included in inspection report (minimum two photos per structure, more if specific problems exist)
- Summary sheet of all structures and their condition rating.
- Technical assistance as needed for Access database or questions regarding reports.

Structural load rating is not a part of this contract. Typically, the additional cost associated with calculating a load rating is not warranted. Hughes Engineering will be glad to assist the City with these services if deemed necessary at an agreed upon additional fee.

#### FEE:

Services to be billed at a lump sum cost to the City based on the following fees:

Task	# Structures	Cost/structure	<u>Total</u>
Task 1 – Initial Inspections	3	\$375	\$1,125
Task 2 - Interval Inspections	27	\$290	\$7,830

Not to Exceed Total \$8,955

Any additional Services, as requested by the city, will be billed at the consultant's fee schedule as follows:

Engineer	\$86.17 per hour
Engineering Assistant	\$29.05 per hour
Clerical	\$34.86 per hour

If this Scope of Services correctly summarizes our understanding of the Scope of Work you have requested and the agreed-upon fee for our services, please sign it to indicate your approval and return one copy as our authorization to proceed.

This Agreement shall be deemed entered into when it is received, duly signed by the Client, at the office of Hughes Engineering, P.C.; 1117 So. Camas, Nampa, Idaho 83686.

Consultant: HUGHES ENGINEERING, P.C.	Client: CITY OF MIDDLETON	
By: <u>David J. Hughes</u>	Ву:	
Title: President	Title:	
Date: <u>4/13/2022</u>	Date:	