



AMENDED AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday June 1, 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 Amended Agenda

Information Item:

Action Items:

1. Consent Agenda (items of routine administrative business) (**Action Items**)
 - a. Consider approving minutes for City Council May 18, 2022, regular meeting.
 - b. Consider ratifying payroll for May 20, 2022, in the amount of \$122,619.29.
 - c. Consider approving accounts payable thru May 27, 2022, in the amount of \$87,014.81.
 - d. Consider approving a quote from HACH for testing equipment for the Pilot Project in the amount of \$5,391.96.
 - e. Consider approving a proposal from Ackerman Estvold for Piccadilly Park Drainage Improvements in the amount of \$11,800.00.
2. Consider finding that delays in the approval of Mid-Star impact fee program present an imminent peril to the public welfare and consider adopting an emergency moratorium on development applications and building permits in the City of Middleton pursuant to Idaho Code 67-6523.
3. Consider Request for Reconsideration of the Mill at Middleton Subdivision Preliminary Plat Approval from April 6, 2022. – Roberta Stewart/Douglas Waterman
4. Consider approval of Consent to Annexation & Utility Corridor Agreement (Pre-Annexation Agreement) for the C-4 Subdivision. – Roberta Stewart
5. Consider approving a Memorandum of Understanding – Leading Idaho Local Bridge Program between the Local Highway Technical Assistance Council and the City of Middleton. – Jason VanGilder
6. Consider adding WSP USA, Inc. to the City's on-call services roster. – Jason VanGilder
7. Consider adding CMWM Plumbing to the City's on-call services roster. – Jason VanGilder
8. Consider approving an additional services authorization from T-O Engineers for the Middleton Headworks Maintenance in an amount not to exceed \$14,245.00. – Jason VanGilder
9. Consider approving a quote from HUBER Technology for the rehabilitation of the Middleton Headworks screens in an amount not to exceed \$10,110.00. – Jason VanGilder
10. Consider approving non-aerial Fireworks vendor permit from Outlet Fireworks, LLC for dates 6/24/2022-7/05/2022. – Becky Crofts

Public Comments, Mayor and Council Comments, Adjourn

Posted by:


Dawn M. Goodwin, Deputy Clerk

Date: May 31, 2022, 11:50 a.m.

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

1a

**MIDDLETON CITY COUNCIL
MAY 18, 2022**

The Middleton City Council meeting on May 18, 2022, was called-to-order at 5:31 p.m. by Mayor Steven Rule.

Roll Call: Council President Kiser, Council Members Huggins, Murray and O'Meara were present. City Attorney Taylor Yett, City Administrator Becky Crofts, Deputy Clerk Dawn Goodwin, and Public Works Director Janson VanGilder were present.

Pledge of Allegiance, Invocation: Cash Palmer

Action Items

A. Approve Amended Agenda

Motion: Motion by Council President Kiser to approve the amended agenda as posted May 17, 2022, at 3:30 p.m. Motion seconded by Council Member O'Meara and approved unanimously.

Action Items:

1. Consent Agenda (items of routine administrative business) (**Action Items**)
 - a. Consider approving minutes for City Council May 4, 2022, regular meeting.
 - b. Consider ratifying payroll for May 6, 2022, in the amount of \$95,704.71.
 - c. Consider approving accounts payable thru May 13, 2022, in the amount of \$337,569.28.

Mayor Rule called the items. Council President Kiser stated he had gone through the accounts payable, and nothing had changed since the check registers had been uploaded to the council drobox.

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

2. Consider a request by Black Acres Developers to waive or partially waive City Engineering fees in the amount of \$13,607.50 – Steve Black (**Exhibit A**)

Mayor Rule called the agenda item, Steve Black with Black Acres Subdivision entered into the record "**Exhibit B**" an Infrastructure Construction and Annexation Agreement and "**Exhibit C**", an email from City Administrator Becky Crofts dated May 4, 2022. Mr. Black and Guy Jones, both explained that the development was requesting reimbursement on the fees paid to the city in the amount of \$13,607.50 as they felt per Section Two, The Project, of the Infrastructure Construction and Annexation Agreement, the fees paid were a double dip between the City and Canyon County. They felt that the agreement only entitled the city to payment for off-site review and that the charges requested were all for on-site reviews which have already been paid at the county level.

After Mr. Jones and Mr. Black's testimony, Mayor Rule and City Administrator Becky Crofts gave the council a brief background on the project regarding the responsibility of the city. City Engineer Amy Woodruff explained that the charges were from the review of the on-site lift station to which the county cannot sign off on for the city. A brief council discussion followed.

Motion: Motion by Council President Kiser to deny a request by Black Acres Developers to waive or partially waive City Engineering fees in the amount of \$13,607.50. Motion was seconded by Council member O'Meara and carried unanimously by roll call vote.

3. Consider approving annual (June 1, 2022-May 31, 2023) City Beer and Wine Licenses for: **(Exhibit D)**
- A.) Jackson's Food Stores Inc #22 (7 E Main St)
 - B.) Jackson's Food Stores Inc #177 (802 Main St)
 - C.) The Vault 21 Club (21 N Dewey Ave)
 - D.) Tsai's Kitchen (7 S. Hawthorne Ave)
 - E.) Garbanzo's Pizza, Inc, (250 E Main St.)
 - F.) Ridley's Family Market (230 E Main St.)
 - G.) Casa Mexico (517 S Middleton Rd.) – Becky Crofts

Mayor Rule called the agenda item and City Administrator Becky Crofts explained that this agenda item was the yearly renewal for the sale off beer and wine in the city. All applications had been received except for the Chaparral Tavern as the current owner was closing the doors at their current address.

Motion: Motion by Council President Kiser approve the annual (June 1, 2022-May 31, 2023) City Beer and Wine Licenses for: Jackson's Food Stores #22, Jackson's Food Stores #177, The Vault 21 Club, Tsai's Kitchen, Garbanzo's Pizza, Ridley's Family Market, and Casa Mexico. Motion seconded by Council Member Huggins and approved unanimously.

4. Consider adding Stack Rock Group to the City's on-call services roster. – Jason VanGilder

Mayor Rule called the item and Public Works Director Jason VanGilder explained that the request was taking into consideration that the Stack Rock Group specialized in recreation, parks, and trail planning.

Motion: Motion by Council President Kiser to approve adding Stack Rock Group to the City's on-call services roster. Motion was seconded by Council Member O'Meara and approved unanimously.

5. Consider approving Change Order No. 4 from LaRiviere for the installation of three 30' 42" diameter steel casings. – Jason VanGilder and Kirby Cook (Civil Dynamics) **(Exhibit E)**

Mayor Rule called the item and Public Works Director Jason VanGilder, and Kirby Cook with Civil Dynamics gave a brief run down on the background that caused the need for the change order to be brought before the council.

Motion: Motion by Council President Kiser to approve Change Order No. 4 from LaRiviere in an amount not to exceed \$166,185.48. Motion was seconded by Council Member Huggins and carried unanimously.

6. Consider approving a Licensing Agreement between the City of Middleton and Canyon County Water Company regarding the Town Ditch, Jimmy's Lateral and Town Ditch Lateral. – Becky Crofts **(Exhibit F)**

Mayor Rule called the item and City Engineer Amy Woodruff explained that the agreement before the council went hand in hand with Change Order No. 4. The agreement was to allow the city to cross the Town Ditch, Jimmy's Lateral and the Town Ditch Lateral, preventing a

major setback from occurring with the timeline if the Hartley Sewer line project.

Motion: Motion by Council President Kiser to approve a lease agreement between the City of Middleton and Canyon County Water Company regarding the Town Ditch, Jimmy's Lateral and Town Ditch Lateral in an amount not to exceed \$650.00. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

7. Consider approving Additional Services Authorization #1 from T-O Engineers for Boise Street Reconstruction Design Additional Survey and Right of Way in an amount not to exceed \$17,570.00. – Jason VanGilder (**Exhibit G**)

Mayor Rule called the agenda item and Public Works Director Janson VanGilder gave a brief background on the design of the project while presenting "**Exhibit G**".

Motion: Motion by Council President Kiser to approve Additional Services Authorization #1 from T-O Engineers for Boise Street Reconstruction Design Additional Survey and Right of Way in an amount not to exceed \$17,570.00. Motion seconded by Council Member O'Meara and approved unanimously.

Public Comment:

- Mike Graffe – 1889 Ridge Way, Middleton, ID – Mr. Graffe wanted to get clarification on liquor by the drink and what the status was for getting it placed on the ballot for the residents to vote on. He went on to applaud the Mid/Star, Caldwell, and Meridian fire departments for their quick response to the recent housefire in the Estates subdivision. Mr. Graffe wanted to point out regarding the fire that had this happened in a denser subdivision the tragedy would have been far worse for more residents than just the one. Mr. Graffe also asked the council for an update on the light at the intersection of Hartley and HWY 44.
 - Mayor Rule explained that the liquor by the glass can only be added onto a ballot on odd years per county election code meaning that it could be placed on the November 2023.
 - City Administrator Becky Crofts explained that the light at the Hartley and HWY 44 intersection cannot be placed for bid until the city acquires two (2) more parcels of land for the right of way which the city is actively working on acquiring. The hope is that the project can be completed by the fall of 2022 if all goes well.
- Tom Laney – 85 Campbell, Middleton, ID – Mr. Laney wanted the city to be aware that the sidewalks on S. Campbell are in dire disrepair and that he had collected ten (10) signatures from homeowners along the street that are in agreeance that the city needs to repair the sidewalks.
 - Mayor Rule stated that city staff had been looking at the sidewalks earlier in the day based on the complaint form received at the city the day prior. Mayor stated that he hoped that there would be a repair in the next month.
- Jim Gray – 23557 Duff Lane, Middleton, ID – Mr. Gray wanted more awareness brought to the right turn out of Duff Lane onto HWY 44. Mr. Gray stated that the traffic was already dangerous and will only be getting worse in the area with the development that is taking place. He stated that something needs to be done sooner rather than later.

Mayor Rule called for a break at 6:46 p.m. and resumed the meeting at 6:52 p.m.

Information Item:

1. Budget Workshop: Revenue/Fees/Staff – Wendy Miles (Exhibit H)

Mayor Rule called the agenda item and City Treasure Wendy Miles, and City Administrator presented a workshop to council about Capital Projects for the upcoming Fiscal Year 2023 budget.

Mayor and Council Comments

- City Administrator Becky Crofts – Mrs. Crofts gave an update on the presentation that she and Mayor Rule presented regarding the commercial opportunities in Middleton
- Mayor Rule gave City Administrator Becky Crofts and City Treasure Wendy Miles acknowledgment for how hard they worked on this portion of the budget for the workshop presented to the council.
- Council Member O'Meara recognized the wonderful job that Mrs. Crofts did representing the city IPP discussion at the last chamber luncheon. Council Member O'Meara went on to update staff and council on the improvements on Hillside stating that the project is moving on quite well.

Adjourn: Mayor adjourned the city council meeting at 8:25 PM.

ATTEST:

Steven J. Rule, Mayor

Dawn Goodwin, Deputy Clerk
Minutes Approved: June 1, 2022

EXHIBIT “A”

9:39 AM

05/04/22

Accrual Basis

Civil Dynamics, PC

Find Report

All Transactions

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Balance
Invoice	05/03/2022	2022...	City of Middleton:...		120 · Accounts R...			-SPLIT-	1,582.50
Invoice	04/05/2022	2022...	City of Middleton:...		120 · Accounts R...			-SPLIT-	2,162.50
Invoice	03/02/2022	2022...	City of Middleton:...		120 · Accounts R...			-SPLIT-	2,742.50
Invoice	09/01/2021	2021...	City of Middleton:...		120 · Accounts R...			-SPLIT-	3,612.50
Invoice	08/02/2021	2021...	City of Middleton:...		120 · Accounts R...			400 · Servic...	3,902.50
Invoice	07/06/2021	2021...	City of Middleton:...		120 · Accounts R...			-SPLIT-	4,772.50
Invoice	06/01/2021	2021...	City of Middleton:...		120 · Accounts R...			-SPLIT-	6,962.50
Invoice	05/04/2021	2021...	City of Middleton:...		120 · Accounts R...			-SPLIT-	7,267.50
Invoice	04/08/2021	2021...	City of Middleton:...		120 · Accounts R...			-SPLIT-	9,475.00
Invoice	03/02/2021	2021...	City of Middleton:...		120 · Accounts R...			-SPLIT-	9,955.00
Invoice	01/04/2021	2020...	City of Middleton:...		120 · Accounts R...			-SPLIT-	11,210.00
Invoice	12/02/2020	2020...	City of Middleton:...		120 · Accounts R...			400 · Servic...	11,370.00
Invoice	11/02/2020	2020...	City of Middleton:...		120 · Accounts R...			400 · Servic...	11,775.00
Invoice	10/07/2020	2020...	City of Middleton:...		120 · Accounts R...			-SPLIT-	12,727.50
Invoice	08/02/2020	2020...	City of Middleton:...		120 · Accounts R...			400 · Servic...	12,967.50
Invoice	08/03/2020	2020...	City of Middleton:...		120 · Accounts R...			400 · Servic...	13,607.50
Total									13,607.50

City of Middleton
 PO Box 487
 1103 W MAIN ST
 Middleton ID 83644
 208-585-3133

Receipt No: 2.005987
 May 10, 2022

STEVE BLACK

Previous Balance: .00
 GENERAL FUND
 ANNEXING, PLANNING &
 ZONING- CIVI DYNAMICS
 ENGINEERING - BB
 01-341-002
 ANNEXING, PLANNING & ZONING

Total: 13,607.50

Suntest
 Check No: 090407720
 Total Applied: 13,607.50

Change Tendered: .00

Duplicate Copy
 05/10/2022 3:51 PM

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
5/3/2022	2022-176

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
3	City Engineer - 1 completion packet review	4/5/2022	480.00
1	City Engineer - 1 completion packet review	4/14/2022	160.00
3	City Engineer Services met on-site for final inspection and punch list; prepare and submit punch list memo	4/21/2022	435.00
2	City Engineer Services walk through	4/21/2022	290.00
1.5	City Engineer Services punch list completion verification	4/29/2022	217.50
Back Acre Subdivision		Total	\$1,582.50
Phone #	Fax #	E-mail	Payments/Credits \$0.00
208.453.2028		amy@civildynamics.net	Balance Due \$1,582.50

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
3/2/2022	2022-087

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
2	City Engineer Services met with City staff at Black Acres lift station to discuss outstanding items	2/1/2022	290.00
2	City Engineer Services update team on lift station outstanding items	2/2/2022	290.00
Black Acres		Total	\$580.00
Phone #	Fax #	E-mail	Payments/Credits -\$580.00
208.453.2028		amy@civildynamics.net	Balance Due \$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
4/5/2022	2022-133

Bill To

City of Middleton
PO Box 487
Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
3	City Engineer Services prepare for and attend walkthrough and startup; send punchlist out	3/22/2022	435.00
1	City Engineer Services prepare for and attend walkthrough and startup; send punchlist out	3/23/2022	145.00
Black Acres		Total	\$580.00
Phone #	Fax #	E-mail	Payments/Credits - \$580.00
208.453.2028		amy@civildynamics.net	Balance Due \$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
9/1/2021	2021-293

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

			Terms
Quantity	Description	Date	Amount
2	City Engineer Services coordinate with Contractor, Engineer and City staff regarding lift station light pole location	8/17/2021	290.00
2	City Engineer Services coordinate with City staff and Developer's engineer regarding fence location	8/20/2021	290.00
1	City Engineer Services lift station coord.	8/23/2021	145.00
1	City Engineer Services coordinate with Contractor, City staff and Developer regarding fencing lead time and options	8/30/2021	145.00
Black Acres		Total	\$870.00
Phone #	Fax #	E-mail	Payments/Credits - \$870.00
208.453.2028		amy@civildynamics.net	Balance Due \$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
8/2/2021	2021-249

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
2	City Engineer Services submittal review	7/12/2021	290.00
Black Acres		Total	\$290.00

Phone #	Fax #	E-mail
208.453.2028		amy@civildynamics.net

Payments/Credits	-\$290.00
Balance Due	\$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
7/6/2021	2021-214

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
2	City Engineer Services submittal coord.	6/1/2021	290.00
2	City Engineer Services submittal sent back; coord. on resubmittals	6/18/2021	290.00
2	City Engineer Services submittal re-review of rejected submittals; developer engineer coord.	6/30/2021	290.00
Black Acres		Total	\$870.00

Phone #	Fax #	E-mail
208.453.2028		amy@civildynamics.net

Payments/Credits	-\$870.00
Balance Due	\$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
6/1/2021	2021-175

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

			Terms
Quantity	Description	Date	Amount
2	City Engineer Services submittals and meeting	5/12/2021	290.00
1	City Engineer - 1 Black Acres lift station review/conf call	5/13/2021	160.00
4	City Engineer Services submittals and meeting	5/13/2021	580.00
2	City Engineer Services lift station submittals	5/20/2021	290.00
3	City Engineer Services lift station submittals	5/21/2021	435.00
1.5	City Engineer Services submittal coord.; review returned submittals	5/26/2021	217.50
1.5	City Engineer Services submittal coord.; review returned submittals	5/27/2021	217.50
Black Acres		Total	\$2,190.00
		Payments/Credits	-\$2,190.00
		Balance Due	\$0.00

Phone #	Fax #	E-mail
208.453.2028		amy@civildynamics.net

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
5/4/2021	2021-140

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
1	City Engineer - 1	4/2/2021	160.00
	project coord./e-mail/tele conf		
1	City Engineer Services	4/12/2021	145.00
	lift station pre-con meeting		
Black Acres		Total	\$305.00

Phone #	Fax #	E-mail
208.453.2028		amy@civildynamics.net

Payments/Credits	-\$305.00
Balance Due	\$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
4/8/2021	2021-094

Bill To

City of Middleton
PO Box 487
Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
5	City Engineer - I plan review	3/3/2021	800.00
2	City Engineer - I plan review	3/5/2021	320.00
3	City Engineer - I QLPE	3/16/2021	480.00
0.5	City Engineer Services coordinate with City staff regarding testing and inspection	3/24/2021	67.50
2	City Engineer Services pre-construction meeting	3/26/2021	270.00
2	City Engineer Services coordinate with City staff and Rock Civil regarding force main valve	3/29/2021	270.00
Black Acres		Total	\$2,207.50
Phone #	Fax #	E-mail	Payments/Credits -\$2,207.50
208.453.2028		amy@civildynamics.net	Balance Due \$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
1/4/2021	2020-449

Bill To

City of Middleton
PO Box 487
Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
5	City Engineer - 1 Black Acres	12/15/2020	800.00
1	City Engineer - 1 Black Acres	12/16/2020	160.00
1	City Engineer - 1 Black Acres	12/18/2020	160.00
1	City Engineer Services review lift station plans	12/22/2020	135.00
Black Acres		Total	\$1,255.00
Phone #		Payments/Credits	-\$1,255.00
Fax #		Balance Due	\$0.00
208.453.2028			
E-mail			
amy@civildynamics.net			

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
3/2/2021	2021-048

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
1	City Engineer - 1 Black Acres tele conf/e-mail	1/6/2021	160.00
1	City Engineer - 1 project admin/coord/e-mail	2/1/2021	160.00
1	City Engineer - 1 project admin/coord/e-mail	2/5/2021	160.00
Black Acres		Total	\$480.00

Phone #	Fax #	E-mail
208.453.2028		amy@civildynamics.net

Payments/Credits	-\$480.00
Balance Due	\$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
12/2/2020	2020-406

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
1	City Engineer - 1 status e-mail to City	11/20/2020	160.00
Black Acres		Total	\$160.00

Phone #	Fax #	E-mail
208.453.2028		amy@civildynamics.net

Payments/Credits	-\$160.00
Balance Due	\$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
11/2/2020	2020-374

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
3	City Engineer Services review lift station analysis; coordinate and approve reduced service area with project engineers	10/8/2020	405.00
Black Acres		Total	\$405.00
Phone #	Fax #	E-mail	Payments/Credits - \$405.00
208.453.2028		amy@civildynamics.net	Balance Due \$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
10/7/2020	2020-328

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
1	City Engineer - I sewer contributing area	9/2/2020	160.00
1	City Engineer - I sewer contributing area	9/3/2020	160.00
0.5	City Engineer Services work through sewershed for Black Meadows	9/3/2020	67.50
1	City Engineer - I tele conf City/Rock Solid/e-mail coor	9/10/2020	160.00
3	City Engincer Services review lift station analysis; coordinate with Rock Solid Civil	9/29/2020	405.00
Black Acres		Total	\$952.50
		Payments/Credits	-\$952.50
		Balance Due	\$0.00

Phone #	Fax #	E-mail
208.453.2028		amy@civildynamics.net

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
9/2/2020	2020-279

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
1.5	City Engineer - 1 meeting at City	8/26/2020	240.00
Black Acres		Total	\$240.00

Phone #	Fax #	E-mail
208.453.2028		amy@civildynamics.net

Payments/Credits	-\$240.00
Balance Due	\$0.00

Civil Dynamics, PC

5605 S 10th Ave
Caldwell, ID 83607

Invoice

Date	Invoice #
8/3/2020	2020-245

Bill To
City of Middleton PO Box 487 Middleton, ID 83644

Terms

Quantity	Description	Date	Amount
4	City Engineer - 1 const plan review/e-mail City re:same	7/27/2020	640.00
Black Acres		Total	\$640.00
Phone #		Payments/Credits	-\$640.00
Fax #		Balance Due	\$0.00
208.453.2028			
E-mail			
amy@civildynamics.net			

EXHIBIT “B”

INFRASTRUCTURE CONSTRUCTION AND ANNEXATION AGREEMENT

This Infrastructure Construction and Annexation Agreement (**Agreement**) is entered into and effective this 8th day of July, 2019 by and between the City of Middleton, an Idaho municipal corporation at 1103 W Main St., PO Box 487, Middleton, Idaho 83644 (City) and Black Acres Development LLC, an Idaho limited liability company at 12848 Purple Sage Road, Middleton, Idaho 83644 (**Developer**).

RECITALS

WHEREAS, the City of Middleton is a municipal corporation created pursuant to the laws of the State of Idaho and has the power to enter into contracts and to provide public utilities as provided by Idaho Code Title 50, Chapter 3;

WHEREAS, the Developer owns that certain real property, at the southwest corner of Purple Sage Road and Cemetery Road intersection, described in **Exhibit A** attached hereto and incorporated herein (**Property**), that Developer is subdividing through Canyon County Development Services Department in;

WHEREAS, the Property is situated in unincorporated Canyon County, Idaho, noncontiguous to and about one-half mile west of the City's corporate boundary in the City's area of city impact;

WHEREAS, the Developer desires and intends the Property to be annexed to the City as soon as any part of the Property is contiguous to the City's corporate limits;

WHEREAS, the Developer desires and intends to subdivide and develop the Property as residential lots of approximately two (2) per acre in size with culinary water and sanitary sewer systems and services provided by the City (**Black Acres Subdivision**);

WHEREAS, the City desires and intends to annex the Property when the Property is contiguous to the City's boundary, and to provide municipal transportation and utility services to the Property and the surrounding area; and

WHEREAS, the City and Developer have negotiated the mutually-acceptable terms and conditions to accomplish the parties' respective desires and intents.

INFRASTRUCTURE CONSTRUCTION AND ANNEXATION AGREEMENT
Page 1 of 5

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of Ten Dollars and other valuable consideration received by the parties, the sufficiency of which is hereby acknowledged, the City and Developer agree as follows.

Section One, Recitals Incorporated.

The "Recitals" above are incorporated here as if restated in full.

Section Two, The Project.

The Developer shall design, submit for City review, and construct the following infrastructure according to the City-approved plans: approximately 1,400 lineal feet of 12-inch diameter water, and pressurized sewer pipe of appropriate diameter, fittings, etc. from the Purple Sage Rd./Crossings Ave. intersection to the Property; Developer shall dedicate to Canyon Highway District No. 4 a 50-foot "Half-Width" right-of-way along Cemetery and Purple Sage roads, and is not required by the City to widen Cemetery or Purple Sage roads; construct an eight-foot wide detached asphalt pathway in the 50-foot right-of way; and dedicate right-of-way for future intersection control at the Purple Sage/Cemetery intersection (Project).

Section Three, Dedicate Public Systems to the Public For Future Maintenance. When construction of infrastructure is complete, as indicated by the City's delivery to the Developer of a City-signed Notice of Completion, the Developer shall dedicate the sewer and water improvements to the City and the transportation improvements to Canyon Highway District No. 4 on a signed and recorded final plat, or a separate conveyance instrument if the final plat is not signed and recorded.

Section Four, Representations, Warranties. The parties represent and warrant to each other as follows.

- A. Developer will construct Project infrastructure improvements according to approved plans based on the Idaho Standards for Public Works Construction (ISPWC) and Middleton Supplement to the ISPWC. Developer warrant the Project against defects in workmanship or mechanical components for a period of one (1) year following the City's acceptance of infrastructure improvements into the City's system, i.e., the date Back Acres Subdivision final plat is filed for record at Canyon County, Idaho.
- B. The City guarantees it has adequate capacity of existing City culinary water, sanitary sewer, city park, and transportation systems to serve all residential lots in Black Acres Subdivision.
- C. The Developer owns the Property and, when all or any portion of it becomes contiguous to City limits, the Developer will apply to annex the Property to the City of Middleton.

- D. The Developer and City will enter into an agreement wherein the City will collect late-comer fees according to the formula in Middleton City Code 1-17-1 from developers who utilize the Project but do not financially participate in its construction and distribute those late-comer fees to the Developer as reimbursement for some of Developer's off-site infrastructure construction costs.
- E. Time is of the essence for party-performance of each obligation in this Agreement, and the City and Developer agree to cooperate with each other implementing the provisions of this Agreement.
- F. Annexation.

1. The Developer agrees not to annex into any city other than the City of Middleton. Within 30 calendar days of the Property becoming contiguous with the City's corporate limits, the Developer shall file with the City an application to annex the entire Property, others will need to sign the application if they own a portion of the Property, i.e., lots in Black Acres Subdivision. The City has, by entering into this Agreement, manifest its intent to annex the Property according to the terms and conditions of this Agreement.

2. Upon accepting the Developer's annexation application, the City shall promptly process the application and adopt an annexation and zoning ordinance(s) that preserves residential zoning and land use, and the Developer's development rights, including development plans previously approved by Canyon County, Idaho.

3. This Agreement and Developer's construction of municipal infrastructure, as well as connection to the City's municipal sewer and water systems, is deemed consent to annex to the City as described in Idaho Code Section 50-222.

- G. The City represents that the mayor is authorized to sign this Agreement pursuant to 50-607 and the Council is authorized to approve the Agreement. The Developer represents that meetings and votes required by its organization have occurred and the signor below is authorized to sign for the Developer.

Section Five, Binding Effect. This Agreement is binding upon and benefits the parties and their respective successors and assigns and burdens the Property for the Project.

Section Six, Notices. Unless otherwise notified in writing, all notices, requests and demands shall be in writing personally delivered to or mailed by United States certified mail, postage prepaid and return receipt requested, as to:

For the City: City of Middleton
 1103 W. Main Street
 P.O. Box 487
 Middleton ID 83644

For the Developer: Black Acres Development LLC
12848 Purple Sage Road
Middleton ID 83644

Section Seven, No Third-party Beneficiaries. This Agreement involves only the contracting parties that signed it and shall not be construed to create any rights in any person who is not a signing party. No person or entity may claim the status of a third-party beneficiary of this Agreement.

Section Eight, Waiver. Waiver of required performance on one or more occasions by one or more of the parties shall not constitute a course of dealing to be relied, or a waiver or relinquishment of a party's right to subsequently enforce the obligation, but the obligation shall continue in full force and effect.

Section Nine, Headings. All headings in this Agreement are for organization and not substantive so shall not be used to interpret the Agreement's content.


Section Ten, Recording. A copy of this Agreement and any amendment to this Agreement shall be recorded in the Recorder's office for Canyon County, Idaho.

Section Eleven, Entire Agreement and Amendments in Writing. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the City relative to the subject matter of this Agreement, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those that are set out in this Agreement. All amendments to or termination of this Agreement must be in writing signed by the parties and filed at the Recorder's Office, Canyon County, Idaho.

Section Twelve, Curing Default. The parties to this Agreement reserve a right to cure any default under this Agreement within 30 calendar days from the date of written notice of the default.

Section Thirteen, Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction, the provision shall be deemed to be excised from this Agreement and the other provisions remain valid.

BLACK ACRES DEVELOPMENT, LLC


STEVE D. BLACK


VERIA L. BLACK

THE CITY OF MIDDLETON



DARIN TAYLOR, MAYOR

EXHIBIT “C”

Fwd: Black Acres Request for Reimbursement - City Engineer

Guy Jones <guyjones@alliancebuildingllc.com>

Wed, May 4, 2022 at 10:47 AM

To: Steve Black <sdblack24@gmail.com>

Please see attached from Becky Crofts.

Best,
Guy S Jones

Begin forwarded message:

From: Becky Crofts <bcrofts@middletoncity.com>**Date:** May 4, 2022 at 10:20:44 AM MDT**To:** Guy Jones <guyjones@alliancebuildingllc.com>**Cc:** Roberta Stewart <rstewart@middletoncity.com>, Jason VanGilder <jvangilder@middletoncity.com>, Steve Rule <srule@middletoncity.com>**Subject:** Black Acres Request for Reimbursement - City Engineer

Hi Guy

Attached please find the summary of invoices for city engineering expenses incurred by the city for the Black Acres subdivision. The city requests reimbursement in the amount of \$13,607.50 before the completion packet can be signed.

If you have any questions, please contact me at 208-585-3888 cell phone.

Thanks Becky


 **Black Acres Summary.pdf**
277K

EXHIBIT “D”

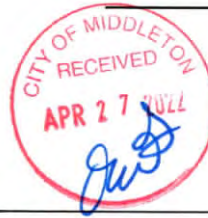


CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022



YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- () BEER (\$200.00)
() WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- (✓) BEER (\$50.00)
(✓) WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT
1.242077
\$ 250.00

LICENSE

Applicant Name: Jacksons Food Stores, Inc
Business Name: Jacksons #22
Business Address (Street/P O.Box/City/Zip): 7 E Main St
Mailing Address (Street/P.O.Box/City/Zip): 3450 E Commercial Ct
Meridian, ID 83642
Business phone: 208-585-2199 Other Phone: _____
Email address: cindy.burnett@jacksons.com

- Attach copy of application for State license, including a copy of site and floor plans submitted with state application.
- Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

Date 3.4.22

Applicant Signature [Signature]
Print Name Cory Jackson

LICENSE

Application Approved by City Council on (date): _____
Application Denied: _____
License is hereby issued this ____ day of _____, 20____.

City Clerk _____

Notes: _____

Idaho State Police

Cycle Tracking Number: 133082

Premises Number: 2C-182

Retail Alcohol Beverage License

License Year: 2023

License Number: 1610

This is to certify, that Jackson's Food Stores Inc
doing business as: Jackson's Food Stores #22

is licensed to sell alcoholic beverages as stated below at:
7 E Main, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

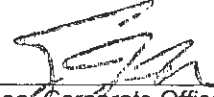
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Kegs to go	No
Growlers	No
Restaurant	No
On-premises consumption	No
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$150.00



Director of Idaho State Police


Signature of Licensee (Corporate Officer, LLC Member or Partner)

JACKSON'S FOOD STORES INC
JACKSONS FOOD STORES #22
3450 COMMERCIAL CT

MERIDIAN, ID 83642

Mailing Address

License Valid: 06/01/2022 - 05/31/2023

Expires: 05/31/2023



202264

CANYON COUNTY, ID
STATE OF IDAHO

This is to certify, that JACKSON'S FOOD STORES INC

dba: JACKSONS FOOD STORES #22

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 7 E MAIN, MIDDLETON, ID 83644

License valid until May 31, 2023

Beer	Bottled or canned, consumed OFF premises	\$25.00
Wine	WINE Retail: (This is for OFF premises consumption only)	\$100.00

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 19 day of April, 2022
Mail To: 3450 COMMERCIAL CT, MERIDIAN, ID 83642

Chris Jamarot
Clerk

Guilbert

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022



YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- () BEER (\$200.00)
() WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- (☒) BEER (\$50.00)
(☒) WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT
1.242077
\$ 250.00

LICENSE

Applicant Name: Jacksons Food Stores, Inc

Business Name: Extra Mile #177

Business Address (Street/P.O.Box/City/Zip): 802 Main St

Mailing Address (Street/P.O.Box/City/Zip): 3450 E Commercial Ct
Meridian, ID 83642

Business phone: 208-585-3761 Other Phone: _____

Email address: cindy.burnett@jacksons.com

- Attach copy of application for State license, including a copy of site and floor plans submitted with state application.
- Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

Date 3-4-22

Applicant Signature [Signature]

Print Name Cory Jackson

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

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

City Clerk _____

Notes: _____

Idaho State Police

Cycle Tracking Number: 133094

Premises Number: 2C-94

Retail Alcohol Beverage License

License Year: 2023

License Number: 1899

This is to certify, that Jacksons Food Stores Inc
doing business as: Extra Mile #177

is licensed to sell alcoholic beverages as stated below at:
802 E Main St, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Kegs to go	No
Growlers	No
Restaurant	No
On-premises consumption	No
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$150.00



Director of Idaho State Police


Signature of Licensee, Corporate Officer, LLC Member or Partner

JACKSONS FOOD STORES INC
EXTRA MILE #177
3450 E COMMERCIAL CT

MERIDIAN, ID 83642

Mailing Address

License Valid: 06/01/2022 - 05/31/2023

***Expires:* 05/31/2023**

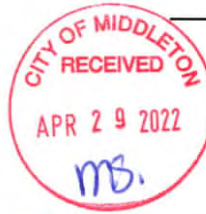


(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US



ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022

YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- ☒ BEER (\$200.00)
☒ WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- ☐ BEER (\$50.00)
☐ WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT

1.242075

\$ 400.00

LICENSE

Applicant Name: Silvia K Lane

Business Name: The Vault 21 Club

Business Address (Street/P.O.Box/City/Zip): 21 N Dewey Ave Middleton Id. 83644

Mailing Address (Street/P.O.Box/City/Zip): 2205 S. Kimball Ave Caldwell Id. 83605

Business phone: 208-585-9829 Other Phone: 208-620-0829

Email address: ourplacesaloon21@gmail.com

● Attach copy of application for State license, including a copy of site and floor plans submitted with state application.

● Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

4.28.22
Date

Silvia K Lane
Applicant Signature

Silvia K Lane
Print Name

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

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

City Clerk

Notes: _____

Idaho State Police

Cycle Tracking Number: 132996

Premises Number: 2C-24313 **Retail Alcohol Beverage License**

License Year: 2023
License Number: 24313

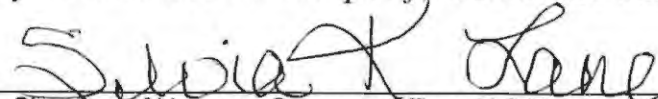
This is to certify, that Silvia K Lane
doing business as: The Vault 21 Club

is licensed to sell alcoholic beverages as stated below at:
21 N Dewey Ave, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	No
Growlers	Yes <u>\$0.00</u>
Restaurant	No
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$150.00


Signature of Licensee, Corporate Officer, LLC Member or Partner

SILVIA K LANE
THE VAULT 21 CLUB
2205 S KIMBALL AVE

CALDWELL, ID 83605

Mailing Address

License Valid: 06/01/2022 - 05/31/2023

Expires: 05/31/2023



Director of Idaho State Police



20226

STATE OF IDAHO

dba:THE VAULT 21 CLUB

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 21 N DEWEY AVE, MIDDLETON, ID 83644

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	\$100.00
Wine	WINE by the drink: (This covers Retail & By the Drink)	\$100.00

Sandra Lane
Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 11th day of April, 2022
Mail To: 2205 S KIMBALL AVE, CALDWELL, ID 83605

Chris Gammonet
Clerk

Kell/Bond
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022



YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- ☒ BEER (\$200.00)
☒ WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- ☒ BEER (\$50.00)
☐ WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT

1.242058

\$ 450.00

LICENSE

Applicant Name: Jamie Tsai

Business Name: Tsai's Kitchen

Business Address (Street/P.O.Box/City/Zip): 7 S. Hawthorne Ave.

Mailing Address (Street/P.O.Box/City/Zip): Same

Business phone: 208-585-5878 Other Phone: 707-616-5608 jamie

Email address: tsaiskitchen@gmail.com

● Attach copy of application for State license, including a copy of site and floor plans submitted with state application.

● Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

4-18-2022
Date

Jamie Tsai
Applicant Signature

Jamie Tsai
Print Name

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

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

City Clerk

Notes: _____

Idaho State Police

Cycle Tracking Number: 132982

Premises Number: 2C-23967 **Retail Alcohol Beverage License**

License Year: 2023

License Number: 23967

This is to certify, that **CJTSAI LLC**
doing business as: **Tsai's Kitchen**

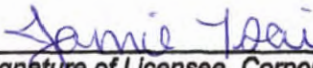
is licensed to sell alcoholic beverages as stated below at:
7 S Hawthorne, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	No
Growlers	No
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$150.00



Signature of Licensee, Corporate Officer, LLC Member or Partner

**CJTSAI LLC
TSAI'S KITCHEN
7 S HAWTHORNE**

MIDDLETON, ID 83644

Mailing Address

License Valid: 06/01/2022 - 05/31/2023

Expires: 05/31/2023



Director of Idaho State Police



202214

CANYON COUNTY, ID
STATE OF IDAHO

This is to certify, that CJTSAI LLC

dba: TSAI'S KITCHEN

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 7 SOUTH HAWTHORNE , MIDDLETON, ID 83644

License valid until May 31, 2023

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	\$100.00
Wine	WINE by the drink: (This covers Retail & By the Drink)	\$100.00

Samie Lee
Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 13 day of April, 2022
Mail To: 7 SOUTH HAWTHORNE, MIDDLETON, ID 83644

Chris Jamaroto
Clerk

Kurtz
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022

YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- ☒ BEER (\$200.00)
☐ WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- ☐ BEER (\$50.00)
☐ WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT

\$ _____

LICENSE

Applicant Name: Thomas E. Genta, Garbonzo's Pizza, Inc.

Business Name: Garbonzo's Pizza

Business Address (Street/P.O.Box/City/Zip): 250 E. Main St. Middleton, ID 83644

Mailing Address (Street/P.O.Box/City/Zip): PO Box 271, Middleton, ID 83644

Business phone: 208-585-3083 Other Phone: 208-249-7201

Email address: tmgenta@hotmail.com

● Attach copy of application for State license, including a copy of site and floor plans submitted with state application.

● Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

Date

5/4/22

Applicant Signature

Thomas E. Genta

Print Name

Thomas E. Genta

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

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

City Clerk

Notes: _____



Alcohol Beverage License Renewal Application

Section 1

Premises Number: 2C-197

License Number: 1896

License Period: 2023

Approved Application Type: License Application Type currently approved for renewal for this application:
retail

Approved License Endorsements: License Endorsements currently approved for renewal for this application:
Restaurant, On-premises consumption, Beer

Application Type: ☒ Retail ☐ Wholesale
☐ Direct Shipper ☐ Certificate of Approval

Application Type: ☐ Liquor

1. Applicant Information

*If this section does not autopopulate Applicant Information, you have entered an incorrect Premises Number and License Number combination.

Applicant: Garbonzo's Pizza Inc.
(Applicant Name: Individual(s), Corporation, LLC, or Partnership)

DBA: Garbonzo's Pizza

Location: 250 E Main

City: Middleton

County: Canyon

State: ID

Zip: 83644

Email Address: Please verify the returned email address is correct/valid. If the address is incorrect/empty, your submission will not be accepted. Please enter a valid email in the Updated Email Address field below in this case.
longenta@hotmail.com

Updated Email Address: Optional. Please provide an updated email address if different/changed.

Business Telephone: 208 585 3083

Mailing Address

Address: PO Box 271

Address 2:

Section 2 & 3

2. License Type and Fees

License Type and Fees:

- ☒ Beer \$50.00 *This option must be selected for all applications.
- ☐ Wine by the Bottle \$100.00
- ☐ Wine by the Glass \$100.00 *You must select "On-Premises Consumption"
- ☐ Keg Beer to Go \$20.00
- ☐ Growlers \$0.00
- ☐ Restaurant \$0.00 *You must select "On-Premises Consumption"
- ☐ On-Premises Consumption \$0.00

Total Fee Enclosed: \$ 50.00

3. State Tax Commission Seller's Permit Number

Initial State Tax Seller's Permit Number:
000340875

Section 5 & 6

5. Does anyone listed above have any direct or indirect interest in any other business licensed for the sale of beer, wine, or liquor by the drink?

☐ Yes

☒ No

6. Does anyone have any financial interest in the Applicant's business not previously listed on #4, including silent partners, private financial loans, etc.?

☐ Yes

☒ No

Signature

Affirmation: Read the following carefully and sign

The applicant(s) hereby swears or affirms under oath that the applicant is the bona fide owner of the business which is applying for this license and will be engaged in the sale or dispensing of liquor by the drink, beer and/or wine by the bottle and/or glass. The applicant(s) hereby affirms that the applicant and/or each person indicated on this application or attachments thereto is/or eligible and has none of the disqualifications for a license as provided by Title 23, Chapter 9, 10, 11, 12, 13 and 14, Idaho Code, IDAPA 11.05.01 or any amendments thereto.

An application for and acceptance of a license by the applicant(s) shall constitute consent to, and be authority for, entry by the Director or his authorized agents, upon any premises related to the licensee's business, or wherein are or should be kept, any of the licensee's books, records, ledgers, supplies or other property related to said business, and to make the inventory, check and investigations aforesaid with relation to said licensee or any other licensee. The application shall also constitute consent given to the Director, his agents, the sheriff of any county or other law enforcement officer, upon any premises related to the licensee's business or wherein are or should be kept, any of the licensee's books, records, ledgers, supplies or other property related to said business, and to make the inventory, check and investigations aforesaid with relation to the said licensee or any other licensee. The application shall also constitute consent given to the Director or his authorized agents to view, copy or investigate any documents, including state and federal income and sales tax returns and any documents, associated with the person or business that are exercising the privilege of the license, as per Idaho Code sections 23-907, 23-1006 and 23-1314 and IDAPA 11.05.01.

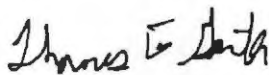
Applicant(s) hereby acknowledges that falsifying this document or submitting any false documents for record can result in a felony conviction under Idaho Code sections 23-905 or 18-3203. Applicant(s) further acknowledges that they and/or each person indicated on this application or attachments understand that state law controlling alcohol beverage licensing is found at Title 23, Idaho Code (<http://legislature.idaho.gov/idstat/Title23/T23.htm>) and the Alcohol Beverage Control administrative rules, IDAPA 11.05.01 (<http://adminrules.idaho.gov/rules/current/11/0501.pdf>), and that any violation of these laws or rules can result in criminal and/or administrative sanctions, and up to and including license revocation.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Signature Certification

I/we certify under penalty of perjury pursuant to the law of the state of Idaho that the foregoing is true and correct. I/we, the applicant(s) of this license, acknowledge and understand Idaho Code Title 23 and IDAPA that regulate licenses provided by the Idaho liquor act and do hereby agree to operate the licensed premises in conformity with these statutes and regulations.

Applicant Signature



Printed Name	Thomas E Genta
Title	President
Date	4/19/2022

Idaho State Police

Cycle Tracking Number: 133549

Premises Number: 2C-197

Retail Alcohol Beverage License

License Year: 2023

License Number: 1896

This is to certify, that Garbonzo's Pizza Inc

doing business as: Garbonzo's Pizza

is licensed to sell alcoholic beverages as stated below at:

250 E Main, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

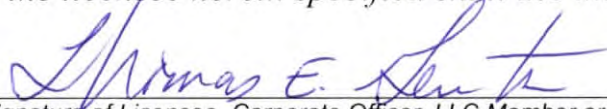
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	No
Wine by the glass	No
Kegs to go	No
Growlers	No
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$50.00



Director of Idaho State Police


Signature of Licensee, Corporate Officer, LLC Member or Partner

GARBONZO'S PIZZA INC
GARBONZO'S PIZZA
PO BOX 271

MIDDLETON, ID 83644

Mailing Address

License Valid: 06/01/2022 - 05/31/2023

Expires: 05/31/2023





CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022



YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- (X) BEER (\$200.00)
(X) WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- () BEER (\$50.00)
() WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT

2007095
\$ 400.00 check

LICENSE

Applicant Name: EVRA INC

Business Name: CASA MEXICO

Business Address (Street/P O.Box/City/Zip): 517 S. Middleton Rd Middleton, ID 83644

Mailing Address (Street/P.O.Box/City/Zip): SAME

Business phone: (208) 585 6444 Other Phone: (208) 805 8186

Email address: casamexico05@live.com

● Attach copy of application for State license, including a copy of site and floor plans submitted with state application.

● Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

5/13/22
Date

Victor Rocha
Applicant Signature

Victor Rocha
Print Name

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

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

City Clerk

Notes: _____

Idaho State Police

Cycle Tracking Number: 133216

Premises Number: 2C-5534

Retail Alcohol Beverage License

License Year: 2023

License Number: 5534

This is to certify, that EVRA Inc
doing business as: Casa Mexico

is licensed to sell alcoholic beverages as stated below at:
517 Middleton Road, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	No
Growlers	No
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

EVRA INC
CASA MEXICO
517 MIDDLETON ROAD

MIDDLETON, ID 83644

Mailing Address

License Valid: 06/01/2022 - 05/31/2023

Expires: 05/31/2023



Director of Idaho State Police





CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE
REV 2/2022



YEAR June 1, 2022 – May 31, 2023

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- () BEER (\$200.00)
() WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- (x) BEER (\$50.00)
(x) WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT

120592317 EXBP

\$ 250.00

LICENSE

Applicant Name: Mark Ridley

Business Name: Bidley's Family Markets Inc

Business Address (Street/P.O.Box/City/Zip): 430 East Main St. Middleton ID

Mailing Address (Street/P.O.Box/City/Zip): 621 Washington St. So. Twin Falls ID 83301

Business phone: 208 585 3043 Other Phone: 208-324-4633 corp

Email address: m.manager@shopridleys.com

● Attach copy of application for State license, including a copy of site and floor plans submitted with state application.

● Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

3/22/22
Date

[Signature]
Applicant Signature

Mark Ridley
Print Name

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

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

City Clerk

Notes: _____

2022-2023

**RETAIL ALCOHOL BEVERAGE LICENSE
CANYON COUNTY, ID
STATE OF IDAHO**


2022166

*This is to certify, that RIDLEY'S FAMILY MARKETS INC
dba: RIDLEY'S FAMILY MARKETS*

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 430 E MAIN, MIDDLETON, ID 83644

License valid until May 31, 2023

Beer	Bottled or canned, consumed OFF premises	\$25.00
Wine	WINE Retail: (This is for OFF premises consumption only)	\$100.00


Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 4 day of May, 2022
Mail To: 621 WASHINGTON STREET SOUTH, TWIN
FALLS, ID 83301

Chris Jamaroto
Clerk

Kutamy
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

Idaho State Police

Cycle Tracking Number: 133587

Premises Number: 2C-145

Retail Alcohol Beverage License

License Year: 2023

License Number: 1965

This is to certify, that Ridley's Family Markets Inc

doing business as: Ridley's Family Markets

is licensed to sell alcoholic beverages as stated below at:

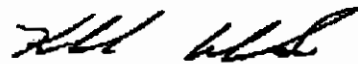
430 E Main, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

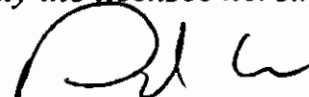
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Kegs to go	Yes <u>\$20.00</u>
Growlers	No
Restaurant	No
On-premises consumption	No
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$170.00



Director of Idaho State Police



Signature of Licensee, Corporate Officer, LLC Member or Partner

RIDLEY'S FAMILY MARKETS INC
RIDLEY'S FAMILY MARKETS
621 WASHINGTON STREET SOUTH

TWIN FALLS, ID 83301

Mailing Address

License Valid: 06/01/2022 - 05/31/2023

Expires: 05/31/2023



EXHIBIT “E”

Change Order

No. 4

Date of Issuance: 5/18/2022

Effective Date: 5/18/2022

Project: Hartley Sewer Main Project Contract:	Owner: City of Middleton, Idaho	Owner's Contract No.:
		Date of Contract: <u>11/4/2021</u>
Contractor: La Riviere, Inc.		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Canyon County Water Company irrigation crossing change order. Includes bypass pumping, lean concrete, additional asphalt and concrete repair and down time standby costs.

Attachments (list documents supporting change):

La Riviere CO #4 – Irrigation Crossing

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:	
Original Contract Price: \$ <u>1,478,968.00</u>	Original Contract Times: <input type="checkbox"/> Working <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>150</u> Ready for final payment (days or date): <u>180</u>	
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ <u>43,254.02</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial completion (days): <u>0</u> Ready for final payment (days): <u>0</u>	
Contract Price prior to this Change Order: \$ <u>1,435,713.98</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>150</u> Ready for final payment (days or date): <u>180</u>	
[Increase] [Decrease] of this Change Order: \$ <u>166,185.48</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>28</u> Ready for final payment (days or date): <u>28</u>	
Contract Price incorporating this Change Order: \$ <u>1,601,899.46</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>178</u> Ready for final payment (days or date): <u>208</u>	
RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>5-18-22</u>	ACCEPTED: By: <u>[Signature]</u> Owner (Authorized Signature) Date: <u>5-18-2022</u>	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
Approved by Funding Agency (if applicable):		Date: _____



17564 N. Dylan Ct.
Ruthdrum, ID 83858
Phone: (208) 683-2646
Fax: (208) 683-0793

Change Order
No.

#4

Title:
Project: Harley Sewer Main Project
Plan Date: 5/11/2022 updated Plan sheet

Date: 5/17/2022
Job #: 2393

To: City of Middleton

Attention: Kirby Cook

Description of Change: The work is to by-pass pump the irrigation during the installation of the 30" sewerline. The additional concrete fill at the irrigation crossings for 30' x trench width x 3' deep.

Item	Description	Quantity	Units	Unit Price	Mark Up	Net Amount
1	Labor and owned equipment	1	LS	\$ 14,460.00	15%	\$16,629.00
2	Additional rental equipment	1	LS	\$ 48,403.22	15%	\$55,663.70
3	Additional haul off	1	LS	\$ 4,375.00	15%	\$5,031.25
4	Additional paving	1	LS	\$ 7,537.57	15%	\$8,668.21
5	Concrete fill	220	CY	\$ 177.39	15%	\$44,878.75
6	Additional Pipe supports	2	EA	\$ 7,500.00	15%	\$17,250.00
7	Additional delay cost waiting for by-pass pumping	2	WK	\$ 7,854.16	15%	\$18,064.57
						\$166,185.48

Item 1 - owned Labor and equipment

Item 2- By-pass pumping costs and non-owned equipment

Item 3- Additional removal of concrete, asphalt and Grass and trench spoils

Item 4- Additional work outside the scope of the trench patch back.

Item 5 - concrete fill material and placement cost to pump

Item 6 - Due to the additional time added for leaving open the CDF areas ,for concrete delivery schedule, costs for two additional pipe support systems complete

Item 7 - 2 weeks delay for rain for rent to order and install by-pass pumping

Original Contract Sum: \$1,478,968.00
Contract sum to increase by: \$166,185.48
New Contract Sum including this Change Order

\$1,645,153.48

Company: City of Middleton

LaRiviere

By:

By:

Mark Standerfer

Date:

5-18-2022

Date:

5/17/2022

EXHIBIT “F”

LICENSE AGREEMENT

This LICENSE AGREEMENT, is made and entered into this ____ day of _____, 2022, by and between CANYON COUNTY WATER COMPANY, duly organized and existing Idaho corporation and ditch company under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "Ditch Company", and

CITY OF MIDDLETON,

Attn: _____,

Whose address is: 1103 W. Main Street, Middleton, Idaho 83644,

hereinafter referred to as the "Licensee",

WITNESSETH:

WHEREAS, the Ditch Company owns the irrigation ditches or canals known as the TOWN DITCH, JIMMY'S LATERAL AND TOWN DITCH LATERAL (hereinafter collectively referred to as "ditch or canal"), an integral part of the irrigation works and system of the Ditch Company, together with the easement therefor to convey irrigation water, to operate, clean, maintain, and repair the ditch or canal, and to access the ditch or canal for those purposes; and,

WHEREAS, the Ditch Company operates, cleans, maintains, repairs and protects the ditch or canal for the benefit of Ditch Company shareholders; and,

WHEREAS, the Licensee is the owner of real property that is servient to the Ditch Company's ditch or canal and easement, and is particularly described in the "Legal Description" and/or deed attached hereto as **Exhibit A** and by this reference made a part hereof; and,

WHEREAS, the ditch or canal crosses and intersects the real property/right-of-way described in Exhibit A as shown on **Exhibit B**, attached hereto and by this reference made a part hereof; and,

WHEREAS, the Licensee desires a license approve of prior Licensee's crossing, encroachment upon or modification of said ditch or canal and/or the Ditch Company's easement under the terms and conditions of this License Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, the parties agree as follows:

A. Acknowledgment of the Ditch Company's Easement.

1. Licensee acknowledges that the Ditch Company's easement for the ditch or canal includes

a sufficient area of land to convey irrigation and water, to operate, clean, maintain and repair the ditch or canal, and to access the ditch or canal for said purposes, and is a minimum of 20 feet to either side of the centerline for pipe sections and 25 feet from the top of bank on each side of the ditch or canal for open sections.

B. Scope of License

1. The Licensee shall have the right to modify the ditch or canal or encroach upon the Ditch Company's easement along the ditch or canal in the manner described in the "Purpose of License" attached hereto as **Exhibit C** and by this reference made a part hereof.

2. Any crossing, encroachment upon or modification of the ditch or canal and/or the Ditch Company's easement shall be performed and maintained in accordance with the "Special Conditions" stated in **Exhibit D**, attached hereto and by this reference made a part hereof. Any difference or discrepancy between the items listed in Exhibit C, "Purpose of License," and any plans or drawings referenced in or attached to Exhibit D shall be resolved in favor of Exhibit C. Licensee shall only be permitted to cross, encroach upon or modify the ditch or canal and/or the Ditch Company's easement as described in Exhibit C even if any plans or drawings referenced or attached to Exhibit D provide or show otherwise.

3. This License Agreement pertains only to the Licensee's crossing, discharge into, encroachment upon or modification of the ditch or canal and/or the Ditch Company's easement for the purposes and in the manner described herein. The Licensee shall not excavate, discharge, place any structures, nor plant any trees, shrubs or landscaping within the Ditch Company's easement, nor perform any construction or activity within the Ditch Company's easement for the ditch or canal except as referred to in this License Agreement without the prior written consent of the Ditch Company.

4. The Licensee recognizes and acknowledges that the license granted this License Agreement pertains only to the rights of the Ditch Company as owner of an easement. The Ditch Company has no right or power to create rights in the Licensee affecting the holder of title to the property subject to the Ditch Company's easement. Any such rights affecting fee title must be acquired by the Licensee from the holder of title to the property. Should Licensee fail to obtain such rights from the holder of title to the property or should the rights obtained prove legally ineffectual, Licensee shall hold harmless, indemnify and defend the Ditch Company from any claim by any party arising out of or related to such failure of rights and at the option of the Ditch Company this License Agreement shall be of no force and effect.

C. Facility Construction, Operation, Maintenance and Repair

1. Licensee agrees that the work performed and the materials used in any construction permitted by this License Agreement, excepting emergency repairs, shall at all times be subject to inspection by the Ditch Company and the Ditch Company's engineers, and that final acceptance of the such work shall not be made until all such work and materials shall have been expressly approved by the Ditch Company. Such approval by the Ditch Company shall not be unreasonably withheld.

2. Each facility ("facility" as used in this License Agreement means any object or thing installed by the Licensee on, over or in the vicinity of the Ditch Company's easement) shall be constructed, installed, operated, maintained, and repaired at all times by the Licensee at the cost and expense of the Licensee.

3. Licensee agrees to construct, install, operate, maintain and repair each facility and conduct its activities within or affecting the Ditch Company's easement so as not to constitute or cause:

- a. a hazard to any person or property;
- b. an interruption or interference with the flow of irrigation water in the ditch or canal or the Ditch Company's delivery of irrigation water;
- c. an increase in seepage or any other increase in the loss of water from the ditch;
- d. the subsidence of soil within or adjacent to the easement;
- e. an interference with the Ditch Company's use of its easement to access, operate, clean, maintain, and repair the ditch or canal;
- f. any other damage to the Ditch Company's easement and irrigation works.

4. The Licensee agrees to indemnify, hold harmless, and defend the Ditch Company from all claims for damages arising out of any of the Licensee's construction or activity which constitutes or causes any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and irrigation works which may be caused by the construction, installation, operation, maintenance, repair, and any use or condition of any facility.

5. The Licensee shall, upon demand of the Ditch Company, remove any facility or repair any alteration of the Ditch Company's easement which interferes with the Ditch Company's operation and maintenance of the ditch or drain, or causes or contributes to any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and irrigation works. The Ditch Company shall give reasonable notice to the Licensee, and shall allow the Licensee a reasonable period of time to perform such maintenance, repair, and other work, except that in cases of emergency the Ditch Company shall attempt to give such notice as is reasonable under the circumstances. The Ditch Company reserves the right to perform any and all work which the Licensee fails or refuses to perform within a reasonable period of time after demand by the Ditch Company. The Licensee agrees to pay to the Ditch Company, on demand, the costs which shall be reasonably expended by the Ditch Company for such purposes. Nothing in this paragraph shall create or support any claim of any kind by the Licensee or any third party against the Ditch Company for failure to exercise the options stated in this paragraph, and the Licensee shall indemnify, hold harmless and defend the Ditch Company from any claims made against the Ditch Company arising out of or relating to the terms of this paragraph, except for claims arising solely out of the negligence or fault of the Ditch Company.

D. Ditch Company's Rights Are Paramount

1. The Licensee understands and agrees that the ditch or canal is a manmade channel that was constructed and is used and maintained by the Ditch Company for the exclusive purpose of conveying irrigation or drainage water to lands within the Ditch Company. As such, Licensee further acknowledges and agrees that the ditch or canal does not constitute a natural or navigable watercourse or stream.

2. The parties hereto understand and agree that the Ditch Company has no right in any respect to impair the uses and purposes of the irrigation or drainage works and system of the Ditch Company by this License Agreement, nor to grant any rights in its irrigation works and system incompatible with the uses to which such irrigation works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.

3. Nothing herein contained shall be construed to impair the ditch or canal or the Ditch

Company's easement, and all construction and use of the Ditch Company's easement by the Licensee and the license herein provided therefor shall remain inferior and subservient to the rights of the Ditch Company to the use of the ditch or canal for the transmission and delivery of irrigation or drainage water.

4. The Licensee agrees that the Ditch Company shall not be liable for any damages which shall occur to any facility in the reasonable exercise of the rights of the Ditch Company in the course of performance of maintenance or repair of the ditch or canal. The Licensee further agrees to suspend its use of the said easement areas when the use of the easement areas is required by the Ditch Company for maintenance or repair under this or any other paragraph of this License Agreement.

5. In the event of the failure, refusal or neglect of the Licensee to comply with all of the terms and conditions of this License Agreement within thirty (30) days after written notice of such non-compliance from the Ditch Company, the license of the Licensee under the terms hereof may be terminated by the Ditch Company, and any facility, structure, plant, or any other improvement in or over the drain or ditch, and the right of way therefor, which may impede or restrict the maintenance and operation of such ditch by the Ditch Company with its equipment for the maintenance of the ditch shall be promptly removed by the Licensee upon demand/request of the Ditch Company.

E. Applicable Law and Jurisdiction Unaffected.

1. Neither the terms of this License Agreement, the permission granted by the Ditch Company to the Licensee, the Licensee's activity which is the subject of this License Agreement, nor the parties exercise of any rights or performance of any obligations of this License Agreement, shall be construed or asserted to extend the application of any statute, rule, regulation, directive or other requirement, or the jurisdiction of any federal, state, or other agency or official to the Ditch Company's ownership, operation, and maintenance of its canals, drains, irrigation works and facilities which did not apply to the Ditch Company's operations and activities prior to and without execution of this License Agreement.

2. In the event the Ditch Company is required to comply with any such requirements or is subject to the jurisdiction of any such agency as a result of execution of this License Agreement or the Licensee's activity authorized hereunder, Licensee shall indemnify, hold harmless and defend the Ditch Company from all costs and liabilities associated with the application of such laws or the assertion of such jurisdiction or, at the option of the Ditch Company, this License Agreement shall be of no force and effect and the Licensee shall cease all activity and remove any facility authorized by this License Agreement.

F. Indemnification

1. In addition to all other indemnification provisions herein, Licensee further agrees to indemnify, hold harmless and defend the Ditch Company from any injury, damages, claim, lien, cost and/or expense (including reasonable attorney's fees) incurred by, or asserted against, the Ditch Company by reason of the negligent acts or omissions of Licensee or its agents, contractors or subcontractors in performing the construction and activities authorized by this License Agreement.

G. Fees and Costs

1. The Licensee agrees to pay attorney fees and engineering fees charged by the attorney for the Ditch Company or by the engineers for the Ditch Company in connection with the negotiation and

preparation of this License Agreement. Licensee also agrees to pay any recording fees in connection with the recording of this License Agreement.

2. Should either party incur costs or attorney fees in connection with efforts to enforce the provisions of this License Agreement, whether by institution of suit or not, the party rightfully enforcing or rightfully resisting enforcement of the provisions of this License Agreement, or the prevailing party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

H. Miscellaneous

1. No Claims Created. Nothing in this License Agreement shall create or support a claim of estoppel, waiver, prescription or adverse possession by the Licensee or any third party against the Ditch Company.

2. Assignment. Neither this License Agreement nor any agreement entered pursuant to this License Agreement may be assigned or transferred without the prior written approval of the Parties, which approval shall not be unreasonably withheld.

3. Amendment and Modification. Any amendment or modification of this License Agreement must be in writing and signed by all parties to be enforceable.

4. Interpreted. This License Agreement shall be interpreted and enforced in accordance with the laws of the State of Idaho. This License Agreement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this License Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this License Agreement shall remain in full force and effect. The parties represent and warrant to each other that they each have authority to enter this License Agreement. The catchlines or section headings herein set forth are provided only for the convenience of the parties in locating various provisions of this License Agreement, and are not intended to be aids in interpretation of any provision of this License Agreement with respect to which the parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the License Agreement.

5. Binding Effect. The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with real property of the Licensee described in **Exhibit A**, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Notices. Any and all notices, demands, consents and approvals required pursuant to this License Agreement shall be delivered to the parties as follows:

Canyon County Water Company
c/o Betha Foster, Secretary
P.O. Box 11
Star, ID 83669

See page 1 for Licensee

Notices shall be deemed to have been delivered upon hand deposit in the United States mail as provided above.

7. Counterparts. This License Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Ditch Company has hereunto caused its name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the Licensee has caused its name to be subscribed, all as of the day and year herein first above written.

CANYON COUNTY WATER COMPANY

By _____
Its Chairman

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the Chairman of CANYON COUNTY WATER COMPANY, the Ditch Company that executed the foregoing instrument and acknowledged to me that such Ditch Company executed the same.

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

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

CITY OF MIDDLETON,

By: _____

ATTEST:

By: _____

STATE OF IDAHO)
)ss.
County of _____)

On this ____ day of _____, 2022, before me, the undersigned, a notary public in and for said state, personally appeared _____ and _____, known to me to be the _____ and _____ of the CITY OF MIDDLETON, the entity that executed the foregoing instrument, and acknowledged to me that such entity executed the same.

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

Notary Public for _____
Residing at _____,
My Commission Expires: _____

EXHIBIT A
Licensee's Property

Licensee's property consists of a right-of-way for a 30" sewer main line within Hartley Road located in the N1/2, Section 12, Township 4 North, Range 3 West, B.M. Canyon County, Idaho.

EXHIBIT B
Crossing Location

See Exhibit D-1, attached hereto.

EXHIBIT C
Purpose of License

The purpose of this License Agreement is to permit Licensee to:

1. construct and install a 30" sewer main across and under the Town Ditch, Jimmy's Lateral and Town Ditch Lateral and within the Ditch Company's easement where all three cross Hartley Road; and
2. construct and install a 30' sewer main parallel to a portion of the Town Ditch and within the Ditch Company's easement;

all within Licensee's right-of-way described in Exhibit A, located where the Town Ditch, Jimmy's Lateral and Canyon Canal cross and/or intersect Hartley Road in Middleton, Canyon County, Idaho. No other construction or activity is permitted within or affecting the ditch or canal or the Ditch Company's easement and any future crossings for sewer, water or other utilities will require the review and approval of plans and the written consent of the Ditch Company. Licensee further agrees that any future crossings shall require sleeves.

EXHIBIT D
Special Conditions

a. The construction described in Exhibit C shall be performed in accordance with certain plans attached hereto as Exhibit D-1 and by this reference incorporated herein. Licensee may commence construction upon the execution of this License Agreement by Licensee and the Ditch Company. As an express condition of allowing construction during the 2022 irrigation season, Licensee shall install bypass pumping as provided in Exhibit D-1, page 3. The bypass pumping shall be removed upon the completion of construction. Licensee further agrees to install lean flow concrete a minimum of three feet (3') below the gravity irrigation crossings, full width of the sewer trench, 15-feet from the centerline of the gravity irrigation pipes.

b. As to future repairs and/or replacements of the sewer line, Licensee agrees that any future repairs or replacements shall occur during the non-irrigation season and any future repairs or replacement of the sewer line shall require the submission of plans and written approval of the Ditch Company. Licensee acknowledges and agrees that the Ditch Company is accommodating Licensee by allowing the construction of the sewer line during the irrigation season and not requiring sleeves, and in consideration for such accommodations, Licensee agrees that if it performs any future repairs or replacement of the sewer line, which must occur during the non-irrigation season, Licensee will also remove and replace the gravity

irrigation pipe, at Licensee's cost and expense, prior to or at the same time it performs such repairs/replacement to the sewer pipe.

c. Licensee shall notify the Ditch Company prior to and immediately after construction so that the Ditch Company or the Ditch Company's engineer's may inspect and approve the construction.

d. Construction authorized by this License Agreement shall be completed within one year from the date of this Agreement. Time is of the essence.



305 CORNELL ST
MIDDELETON, ID 83644
(208)453-2028 PW
(208)453-2035 FAX

REVISED	DESCRIPTION
DATE	
4/11/2022	SEWER SERVICE ADDITION
4/29/2022	IMPROVATION CROSSING

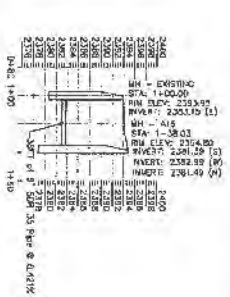
PROJECT NAME:
HARTLEY SEWER MAIN PROJECT
MIDDELETON, IDAHO

P-PLAN AND PROFILE
STA: 48+20 TO STA: 57+80.38

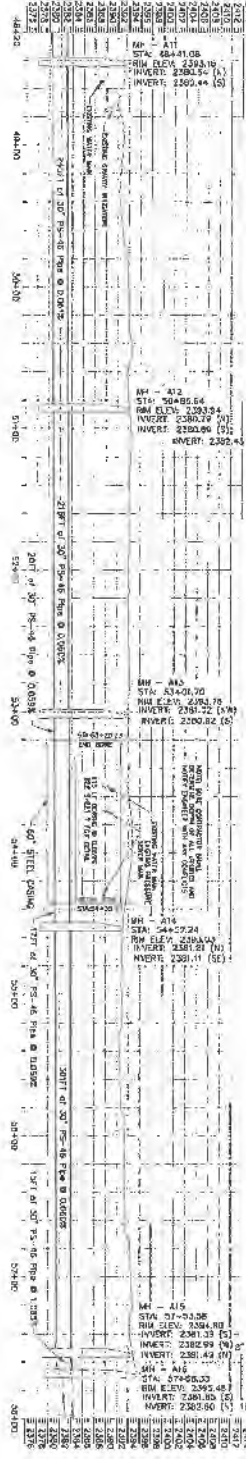
DESIGNED BY:	PRC
CHECKED BY:	PRC
DRAWING DATE:	AN
APPROVED:	2020

SCALE: SHOWN	AS NOTED
PRINTING ONLY	
SHEET NO.	5

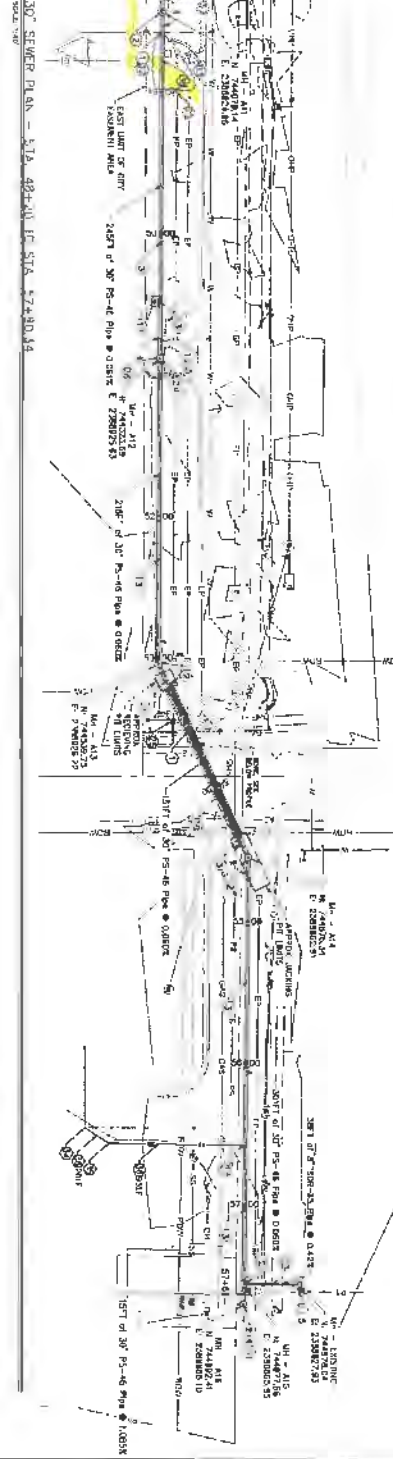
SEWER PROFILE - STA. 48+20 TO STA. 57+80.38



30" SEWER PROFILE - STA. 48+20 TO STA. 57+80.38



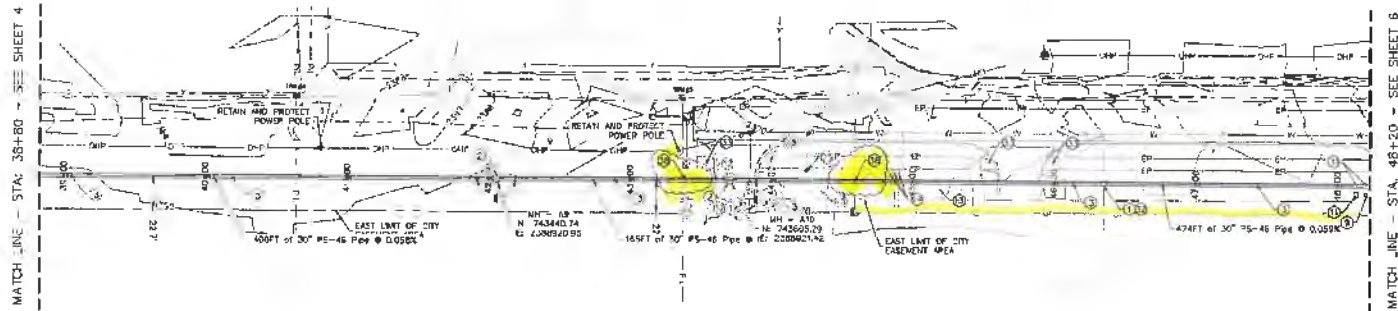
MATCH LINE - STA. 48+20 - SEE SHEET 5



DATE: 04/29/2020
DRAWN BY: PRC
CHECKED BY: PRC
APPROVED BY: PRC

NOTES

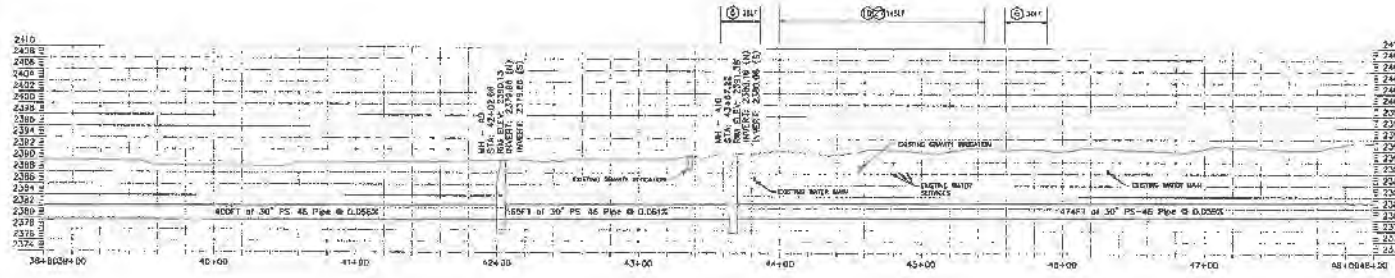
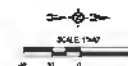
1. PORTLAND CEMENT CONCRETE (PCC) SHALL BE USED FOR ALL EXISTING AND NEW MANHOLES.
2. 60" TYPE B SEWER MANHOLE PER SPAC SD-502
3. 30" SEWER MAIN, TYPE PS-46 ASTM F693
4. EXISTING SEWER MANHOLE
5. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RIGHT-OF-WAY.
6. ALL EXISTING SEWER MAINS SHALL BE REPAIRED OR REPLACED AS NECESSARY.
7. TYPE C SURFACE RESTORATION
8. TRANSFORMER TO BE MOVED BY POWER OR OTHERS
9. 60" STEEL CASING
10. 6" STEEP WAIN, TYPE SCF 11
11. REMOVE AND RESET EXISTING PIPE JOINTS ASSEMBLY
12. CONTRACTOR TO COORDINATE WITH ENGINEER, INCIDENTAL
13. CONTRACTOR TO COORDINATE WITH ENGINEER, INCIDENTAL
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99. CONTRACTOR TO COORDINATE WITH ENGINEER, INCIDENTAL
100. CONTRACTOR TO COORDINATE WITH ENGINEER, INCIDENTAL



1/4\"/>

TOW #4
ROUND BRASS CAP
NORTHING: 743,290.00
EASTING: 2,588,843.30
ELEV: 2388.93

JUN. 40
ROUND 24\"/>



30\"/>

- NOTES:
1. CONTRACTOR TO COORDINATE WITH ENGINEER AND CITY STAFF TO FIND IN ALL EXISTING SEWER LINES.
 2. EXISTING INVERTS BASED ON FIELD DATA. LOW INVERTS TO BE HELD TO CITY RECORD TO CONSTRUCTION AND NOTIFY ENGINEER.
 3. STATIONING BASED ON CENTERLINE OF PIPE.
 4. DESIGN SEWER SLOPE SHOWN ON THE PROFILE SHEETS SHALL BE ADHERED TO. MINIMUM SLOPE OF 0.005 MUST BE ADHERED TO. NOTIFY ENGINEER IF ANY DISCREPANCIES EXIST. PROJECT HAS TIGHT ELEVATION TOLERANCES.
 5. LOCATIONS OF UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION PRIOR TO COMMENCEMENT OF CONSTRUCTION AND AGREES TO BE FULLY RESPONSIBLE SHOULD DAMAGES OCCUR DUE TO A FAILURE TO LOCATE, INADEQUATE REMOVAL OR PRESENCE OF SAND/UTILITY.
 6. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH IDAHO POWER TO HOLD ANY AND ALL POLES WHILE COMPLETING THE WORK. IDAHO POWER HOLD NO RESPONSIBILITY FOR DAMAGE TO POWER POLES DURING WORK.
 7. SURFACE REPAIR IS NOT CALLED OUT. CONTRACTOR IS TO REMOVE, STORM AND REPLACE TOP 2 FT OF TOPSOIL IN FIELD AREAS. INCIDENTAL. NO SEPARATE PAY ITEM.

NOTES

1. PORTABLE/NON-PORTABLE MAIN CROSSING. 9\"/>



305 CORNFLL ST
MIDDLETON, ID. 83644
(208)453-2028 PH
(208)453-2035 FAX

REVISED	
DATE	DESCRIPTION
4/29/2022	IRRIGATION CROSSING

PROJECT NAME:
HARTLEY SEWER MAIN PROJECT
MIDDLETON, IDAHO

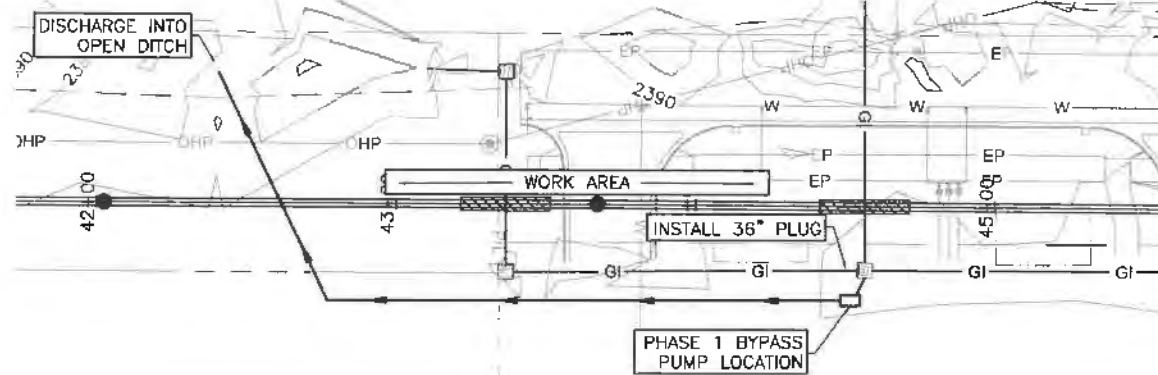
SHEET NO.:
PLAN AND PROFILE
STA: 38+80 TO STA: 48+20

DESIGNED BY: KRC
DRAWN BY: KRC
CHECKED BY: AJW
DRAWING DATE: AUGUST 2020

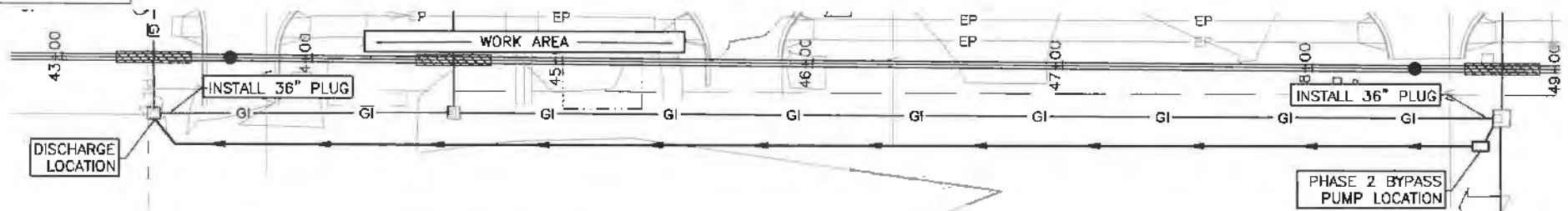
SCALES SHOWN
ARE FOR 24\"/>



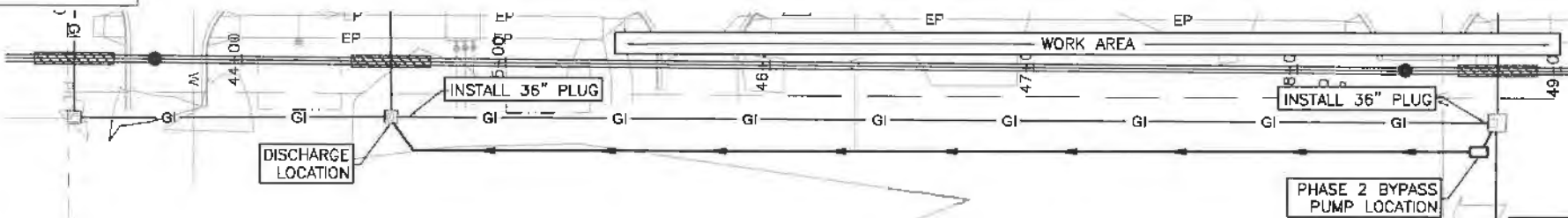
PHASE 1



PHASE 2



PHASE 3



*CONTRACTOR TO SCHEDULE AND DELIVER IRRIGATION TO THE DOWNSTREAM WATER USERS WHEN NEEDED.



SCALE: 1:40



5605 S 10TH AVE
CALDWELL, ID. 83807
(208)453-2028 PH
(208)453-2035 FAX

PROJECT NAME:
HARTLEY SEWER MAIN PROJECT
CITY OF MIDDLETON, IDAHO

SHEET TITLE:
IRRIGATION BYPASS
PLAN

DESIGNED BY:
KRC
DRAWN BY:
KRC
CHECKED BY:
DRAWING DATE:
MAY 2022

SCALES SHOWN
ARE FOR 11" X 17"
PRINTS ONLY
SHEET NO:
1 OF 1

EXHIBIT “G”

BOISE STREET ROW DISPLAY

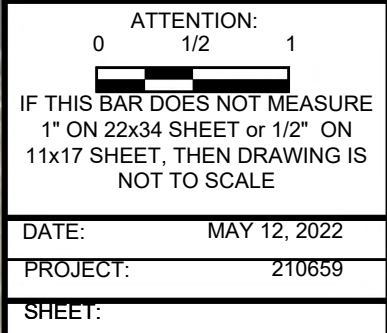


EXHIBIT “H”

FOR DISUCSSION ONLY - FY2023 Projected Capital P

Transportation 2023

2023	Hartley Traffic Signal - Impact Fee
2023	9th Street extension - Impact Fee
2023	Pavement for aging water/Sewer line replacement
2023	S. Cemetery Intersection Design
2023	Capital Equipment / Buildings

2023 CAPTTAL TOTAL

Major Maintenance 2023

2023	Road repairs E. of N. Middleton Rd.- West of the park Harmon area
2023	Dewey Culvert Replacement (lining)
2023	Road seal coating
2023	LED street light replacement
2023	Misc. repair to swales
2023	Misc. Repairs - Unexpected items
2023	General Maintenance
2023	Misc. Sidewalk , curb, & gutter repairs

MAJOR MAINTENANCE TOTAL 2023

Land Acquisition

2023	ROW - Realign Middleton Road
2023	ROW - Duff Lane
2023	Wetlands Credits - Middleton Road
2023	ROW - Intersection @ Middleton Rd. & State Hwy 44
2023	ROW - Emmett Road / SH44 Intersection
2023	ROW - Sawtooth RAB
2024	ROW - Murphy/SH44 -

LAND ACQUISITION

Water Capital 2023

2023	Zenner Meter System Upgrade
2023	New Construction Water Meters
2023	Large water meters/hydrants
2023	Aging water line replacement
2023	Emergency generator Well #8
2023	Well #2 building repair, fence repair & new gate
2023	Well 4 tank painting
2023	Boise River Bore
2023	Capital equipment/buildings

2022 CAPTTAL TOTAL

Major Maintenance 2023

2023	PRV Maint. & Repairs + Civil D (every 5 years) Powder River & Emetery Rd.
------	---

2023	Chlorine
2023	Northwest Power Systems Annual Inspections
2023	Northwest Power Generator 5 year Maintenance
2023	Analytical Labs
2023	Well #6 Roof
2023	Hydrant repairs & parts
2023	General Maint.
2023	Well #4 fence man gate

2023 MAJOR MAINTENANCE TOTAL

WW Treatment 2023

Natural Treatment

Pilot Study - year 3 2022-23

2023	Emergency Repairs/DEQ
2023	SCADA - Mike Johnson

Mill Slough Phase I continues / II -III Diversion Paused

2023	Sediment Removal - Ditch Company
	City Sample - analytical lab analysis

Mechanical Treatment

2023	Wet well Rehabilitation (T-0)
2023	Decommission Overflow Basin
2023	Plant Process Water
2023	Design WWTP UpTreatment plant upgrade design
2023	Capital equipment/buildings
2023	Parts Redundancy - Blowers/Basins

TOTAL WW Treatment Capital

WW Collections 2023

2023	Construct Hartley 30" sewer line
2023	Sawtooth RAB
2023	Park Place Lift Station - Back-up generator
2023	Park Place Lift Station - fence
2023	CIPP Patches
2023	De-Commission Hartley Lift Station
2023	Construct lines or lift station for future expansion areas
2023	Capital equipment/buildings (see fleet below)
2023	Generator - Boise River Lift Station

TOTAL WW Collections Capital

2023	CCTV Area #4
2023	Donna Drain
2023	Aging sewer line replacement

2023	Re-locate Hartley Lift Station back-up generator to Prospector
2023	Lift Station Priority 1 maintenance per master plan
2023	Vac. Truck tubes
2023	Vac. Truck maintenance
2023	Infiltration repairs Manholes
2023	Northwest Power Generator 5 year Maint. & annual inspections
2023	General Maintenance

TOTAL Major Maintenance Collections

Parks Capital 2023

2023	River Park Master Plan
2023	Middleton Place Park Irrigation Pump
2023	Security Cameras
2023	Piccadilly Park Pathways or Sump pump
2023	picnic tables & umbrellas-Piccadilly & picnic table MPP
2023	Capital Equipment/Buildings

Capital TOTAL

Parks Maintenance 2023

2023	Sprinkler Parts (MPP)
2023	Dog Poo Stations (2) MPP & (1) Piccadilly
2023	Basketball Nets - MPP
2023	New trees MPP
2023	remove trees at Piccadilly
2023	Perma Bark - Piccadilly
2023	General Maintenance

Maintenance TOTAL

General Fund 2023

2023	Install panic button @ City Hall
2023	Pick-up - building department
2023	Security Cameras
2023	New Carpets CH
2023	Gutters on Police building

TOTAL

General Fund Maintenance Buildings 2023

	Police Building - outside electrical outlets
	Carpets cleaned (or replaced at CH: see above)
	Misc.
	Reserve for future building

TOTAL Major Maintenance

Police 2023

2023 K-9 dog
2023 update Office furniture & chairs
2023 Firearm armory tools
2023 Training Room - decoration, furniture
2023 Secured parking area/fence
2023 Enclosed Structure - proxy cards (if they don't do the fence above)
2023 Drone
2023 Plate carries/ plates (vests)
2023 Ballistic helmets
2023 Gas Masks
2023 Pepper ball gun (2)
2023 Extra Firearms
2023 Extra Computers
2023 New officer uniform setup
2023 handheld radio

TOTAL

Total of impact fee eligible

PW Equipment/Fleet/Buildings - 2023

2023 UTV Closed Cab & Dump Bucket
2023 PW Building Expansion/Desks/Computers
2023 Vac Truck
2023 Sweeper Truck **Reserve**
2023 Large Fabric Structure - material cover

TOTAL

rojects

1,700,000.00	carry forward 1.2M plus 500K new \$
	Design & construct
108,000.00	
180,000.00	
197,600.00	
\$	2,185,600.00

86,400.00	
260,000.00	carry forward \$125K from '22
70,200.00	
21,600.00	
5,400.00	
54,000.00	
5,400.00	
10,000.00	
\$	513,000.00

200,000.00	Land Acquisition
150,000.00	Land Acquisition
240,000.00	Land Acquisition
340,842.00	Land Acquisition
150,000.00	Land Acquisition
75,000.00	Land Acquisition
	future 2024
\$	1,155,842.00

200,000.00	Water meter conversion
47,081.00	New meters installed
15,450.00	
220,000.00	Boise St water line replacement in here \$25k carry forward
77,250.00	\$50k of this is carryforward from 2022
51,500.00	moved forward from '22
195,700.00	\$40K moved forward from '22 to '23
	Quarry Development should fund this w/ latecomer
165,100.00	
\$	972,081.00

7,000.00 see water system plan

	3,500.00
	5,500.00
	5,500.00
	3,000.00
	2,500.00
	14,000.00
	50,000.00
	1,000.00
\$	92,000.00

25,000.00 No construction FY'22 - check in with DEQ (get buy in from DEQ)
15,000.00

40,000.00 might be needed for equipment rental
10,000.00

200,000.00	Influent Pump Repair (W3 Utah) & Screen Rebuild
150,000.00	\$150K carry forward from '22
110,000.00	
	\$1,030,000. see engineering
266,600.00	
25,000.00	Blowers & Building
\$	841,600.00

200,000.00
10,300.00 just sewer portion
77,250.00
15,450.00
15,450.00
103,000.00 \$100K move from '22 to '23
309,000.00 \$300K move from '22 to '23
210,100.00
75,000.00 Includes SCADA and Electrical

\$	1,015,550.00
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50,000.00
50,000.00
283,250.00

41,200.00	
54,000.00	Sewer general plan
2,700.00	
10,000.00	
10,800.00	
75,000.00	
16,200.00	
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\$	593,150.00
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50,000.00	impact fee eligible
90,000.00	\$75K carry forward from '22
20,000.00	impact fee eligible
15,000.00	
14,000.00	impact fee eligible
17,600.00	
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\$	206,600.00
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5,000.00	
1,800.00	\$600. ea.
300.00	
4,000.00	
7,000.00	along creek (big ones)
4,000.00	
8,500.00	
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\$	30,600.00
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5,000.00	01.424.530
30,000.00	Carry forward from '22 to '23 Public Safety
20,000.00	01.424.530
20,000.00	01.424.530
15,000.00	01.424.530
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\$	90,000.00
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4,000.00	
3,000.00	
25,000.00	01.424.351
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\$	32,000.00
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\$	15,000.00	
\$	3,000.00	
\$	1,000.00	impact fee eligible
\$	2,000.00	impact fee eligible
\$	4,000.00	impact fee eligible
\$	80,000.00	impact fee eligible
\$	18,000.00	impact fee eligible
\$	8,000.00	impact fee eligible
\$	3,000.00	impact fee eligible
\$	2,500.00	impact fee eligible
\$	5,000.00	impact fee eligible
\$	4,000.00	impact fee eligible
\$	3,500.00	impact fee eligible
\$	3,500.00	impact fee eligible
\$	7,500.00	impact fee eligible
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\$	160,000.00	
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\$	142,000.00	impact fee eligible

	19,000.00	\$14K carry forward from '22 to '23 sewer only
	88,000.00	split transportation, water, sewer, parks,
	550,000.00	split, trans 10, water 30, sewer 70,
	50,000.00	100% transportation
	150,000.00	Even split transportation, water, & sewer
<hr/>		
\$	857,000.00	

Transportation	Parks	Water	Sewer	Collections
			19,000.00	
17,600.00	17,600.00	17,600.00	17,600.00	17,600.00
55,000.00		110,000.00	192,500.00	192,500.00
50,000.00				
75,000.00		37,500.00	37,500.00	
197,600.00	17,600.00	165,100.00	266,600.00	210,100.00

Storm	PROOF
0	88,000.00
-	550,000.00
	50,000.00
	150,000.00
	<hr/>
-	857,000.00
	<hr/>

2023 BUDGET CONSIDERATION

Project	Fund
Admin	General
Planning and Zoning	General
Parks	General
Middleton Place Park (IRRIGATION)	Parks
	Parks
Public Safety	
Flood Plain	Public Safety
Storm Water Permit	Storm Water
Transportation Support	Transportation
Construction Management SH44 Traffic Signal	Transportation
Design 9th Street to Cemetery	Transportation
Cemetery Design	Transportation
Sawtooth CM	Transportation
Circulation Plan	Transportation
Road Maintenance Plan	Transportation
Water System Support	
General Eng. Support	Water
Bose Street Water Line Replacement	Water
Emergency Generator Well #8 Design	Water
Design Powder River Booster Station Bypass	Water
Boise River Bore, Well 10, Plan water South area	Water
Well 10 integration	Water
WWTP Support	Sewer
General Eng. Support	Sewer
WW Treatemet Process Water	Sewer
Influent Wet Well Rehabilitation	Sewer
30" Hartley Construcion Management	Sewer
Lift Station Generator specifications	Sewer
Final Design WWTP Expansion	Sewer
Pilot Study	Sewer
Mill Slough Phase I	
IPDES Permitting	Sewer

TOTAL ENGINEERING

General fund	\$	300,000.00
Parks	\$	15,000.00

Public Safety	\$	50,000.00
Transportation	\$	715,000.00
Water	\$	168,000.00
Sewer	\$	1,360,000.00
Storm Water	\$	-
TOTAL:	\$	<u>2,608,000.00</u>

Roster Engineering	City Engineer	Control Engineers	AME(Electrical)	Survey
	\$ 300,000.00			
\$ 15,000.00				
\$ 10,000.00				
\$ 40,000.00				
\$ 180,000.00				\$ 5,000.00
\$ 180,000.00				
\$ 250,000.00				
\$ 75,000.00				
\$ 25,000.00				
	\$ 10,000.00	\$ 25,000.00	\$ 10,000.00	\$ 5,000.00
\$ 20,000.00	\$ 8,000.00			
	\$ 10,000.00	\$ 15,000.00		
	\$ 15,000.00			
\$ 40,000.00	\$ 10,000.00			
\$ 117,000.00	\$ 25,000.00			
\$ 25,000.00	\$ 5,000.00			
\$ 15,000.00	\$ 5,000.00			
	\$ 3,000.00	\$ 15,000.00		
\$ 1,030,000.00	\$ 5,000.00			
\$ 60,000.00	\$ 20,000.00			
\$ 10,000.00	\$ 5,000.00			
\$ 15,000.00	\$ 5,000.00			
\$ 2,107,000.00	\$ 426,000.00	\$ 55,000.00	\$ 10,000.00	\$ 10,000.00

Contract Engineer/Svc

\$	-
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\$	2,608,000.00
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1d

Quotation

Quote Number: 100740834v3

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: 24-May-2022

Quote Expiration: 23-Jun-2022

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

Name: Rodger Hawker
Phone: 208-789-3953
Email: rhawker@middletontcity.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	Net Unit Price	Extended Price
1	LEV015.53.22006	HQ2200 Portable Multi-Meter with Rugged Field Gel pH and Dissolved Oxygen Electrodes, 5 m Cables	1	3,433.92	3,433.92
2	CDC40105	IntelliCAL CDC401 Field 4-Poles Graphite Conductivity Cell, 5 m Cable	1	1,008.00	1,008.00
3	MTC10105	aa IntelliCAL MTC101 Field Low Maintenance Gel Filled ORP/RedOx Electrode, 5 m Cable	1	860.16	860.16
4	25M2A1001-115	ORP buffer solution, 200 mV, 500 mL	1	89.88	89.88
				Grand Total	\$ 5,391.96

TERMS OF SALE

Freight: Ground Prepay and Add

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 www.hach.com/terms. 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) 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 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



HACH COMPANY

Headquarters

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

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

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

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ 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 <p>www.hach.com/service-contracts</p>	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ 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 <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ 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 <p>www.Hach.com</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ 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. 	<ul style="list-style-type: none"> ✓ 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						Collect ⁴
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 Fee Effective 4/11/2020
\$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, Iowa 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-with-order 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 [120](#) for further wire transfer requirements.

7. **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.

12. **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 back-up 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

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

* * *

1e

May 17, 2022

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

RE: Engineering Professional Services Agreement (PSA)
Civil Engineering Design
Proposed Piccadilly Park Drainage Improvements ID

Dear Mr. Rule,

Ackerman-Estvold (A-E) is pleased to present this proposal for engineering services for the design of drainage improvements as they relate to the proposed Piccadilly Park project located on West Main Street, Middleton, ID.

We understand the project scope includes the removal and replacement of the existing bioswale along Main Street with a seepage bed and grass to expand the usable space within the park. Within the overall project objective, A-E's scope of services would include limited topography survey, coordination with the city as it relates to storm drainage design and report, geotechnical investigation if deemed necessary, and preparation of construction drawings for the aforementioned improvements. In addition, limited construction administration and inspection of the project will be performed during the construction phase and will be provided on an hourly basis as needed.

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

Scope	Initial Submittal Schedule	Budget
Civil Improvement Construction Drawings and Reports	To Be Determined	\$6,100
Geotechnical Investigation – if deemed necessary	To Be Determined	\$2,700
Construction Engineering & Admin	To Be Determined	\$3,000
Total Proposed Scope-of-Services		\$11,800

The outlined scope and proposed fee schedule include all expected Civil Engineering Services as required by local, state, and federal agencies governing the project within their jurisdiction. A-E does not warrant nor guarantee approval by any reviewer or agency for items out of its control. This proposal also includes construction phase support as requested and can include submittal reviews,

on-site construction progress meetings, preparation of as built drawings, part-time observation of construction activities, and or administration of civil construction project components. This proposal only includes the specific items listed within the scope of service and does not include site lighting, environmental clearance and or any agency or permit application fees. Any additional services can be accommodated at standard hourly rates if requested. An additional proposal for services would be provided at the time of the request.

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

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

Best Regards,

ACKERMAN-ESTVOLD



Steve Eberle
Vice President, COO



May 5, 2022

To The City of Middleton:

RE: Middleton Mill Infill Subdivision, Request for Reconsideration by residents of Middleton

Dear City Council and Planning and Zoning Commission –

We as a community of 104 individuals are writing a Request for Reconsideration In response to Executed FCO with Exhibit-CC-The-Mill.pdf executed April 21, 2022. In the Matter of the Application of Wade Thomas of IAG Capital LLC and Bob Unger of Unger Enterprises for preliminary plat with respect to The Mill at Middleton Subdivision located at 0 N. Dewey Avenue (Tax Parcels Nos. 33892, 33888, and 33876).

Specific Deficiencies Highlighted in this Reconsideration:

- 1. Due consideration not given to the letter submitted by the School District that our schools are over-capacity and not appropriately included in the FCO for this development.**
- 2. Due consideration not given to the e-mail written by the Greater Middleton Parks and Recreation Department.**
- 3. That this project provides “safe vehicle and pedestrian facilities” (FCO p.11) which is in opposition to the COMPASS report (FCO p. 12, K) and the decision made by the Planning and Zoning Committee on February 14, 2022.**
- 4. The FCO claims that the development will “increase the quality of life and general welfare of the city” (FCO p.9, Goal 4). This is a deficiency given information presented by the Superintendent that schools are over-capacity, GMPRD that the City has outgrown its resources, COMPASS information that it will create stress on pedestrians, long standing resident concerns of increased traffic and concerns about the sewage system.**
- 5. That “the proposed development will not impose expense upon the public” (FCO p.1, B 6). This will impose expense given increased flooding on neighbors yards and potential flooding for new homes built below unstable ditch.**

- 6. The City Engineer has required the Applicant to terminate W. Millstone Street into a Cul-de-Sac (FCO p. 6, Section F). There was no additional traffic study conducted on Middleton Road by the City Engineer and Peregrine enters opposite of where residents are wanting connection.**
- 7. Code MCC 1-15-2 is a deficiency given that it allows modification to any and all City codes. Codes are written to be followed and making waivers on variances (MCC 1-15-2), is not in the best interest for the health and welfare of the residents of Middleton, especially when the waiver hasn't considered safety ramifications.**
- 8. It is a deficiency for the City to "take care of" a legal issue in regards to illegal lots splits, without consent of the property owners.**

Under Conclusions of Law in the FCO it states that "due consideration has been given to the comments received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction, comments received from individuals of the public, and comments from City Planning Staff and City Engineer" (FCO, pg.1, B 2).

A letter written by Superintendent Gee prior to April 6, 2022 indicated that schools in Middleton were having a hard time keeping up with the growing population from new developments (letter included as exhibit I in this reconsideration). He asked for City Council to be "judicious" in approving new construction as our elementary schools were at capacity. This letter was not given "due consideration" in regard to this development as when it was presented to City Council, the Planning and Zoning Official dismissed it as not being written specifically for this development, despite the letter being submitted for the council meeting on April 6th in which this development was the only development up for consideration that night and the letter specifically states "The Mill at Middleton Subdivision."

This letter was not included in the FCO as it should have been. It is submitted as Exhibit I in this reconsideration. Within approved minutes from the April 6th meeting showing where the letter was read and labeled as "Exhibit I," this letter was attached from the Middleton School District regarding "All New Development" within Middleton as well as "The Mill at Middleton Subdivision" (pg. 2, #3, Approved minutes from 4/6/22). This is a large deficiency that a letter written by the Middleton School District specifying this subdivision by name was not included in the FCO and given the necessary due consideration by City Council Appointees when discussing this subdivision.

On March 23rd Julie Collette of Greater Middleton Parks and Recreation District said she is "opposed to any further residential development until the Parks District and School District are better funded" (pg. 47 & 48 of the FCO). Ms. Colette noted that there are more people involved in sporting clubs and events, and the District is in great need of more playing fields and gyms. Also, the cost of vandalism has greatly increased from 12.9% of the vandalism

budget in 2019 to 419% last year. The District has simply outgrown its resources. This letter was not given due consideration as it was not read aloud during the meeting and was not provided ample discussion among City Council members.

Goals 3 and 23 (p.11, I, B in the FCO) state that the project provides "safe vehicle and pedestrian facilities," yet a comment letter from COMPASS (FCO p. 12, K) stated that the Subdivision will add "stress" to bicycle and pedestrian access on Middleton Road. It further noted that a bus transit station should be built on Hwy 44/Main Street. During the City Council Meeting this comment from COMPASS was read briefly, but more emphasis was given to the pathways and sidewalks, rather than to the stress indicated by COMPASS and highlighted by numerous residents during the community comment section of the meeting. The Planning & Zoning Commission's recommendation for denial stemmed from the COMPASS comment that the Subdivision would put "stress" on pedestrian and bicycle activity in the area and because Dewey Avenue was missing sidewalks at multiple locations (p. 13, P FCO).

While the FCO claims that the development will "increase the quality of life and general welfare of the city" (p.9, Goal 4 FCO) the 104 individuals filing this appeal do not believe this is true given that the only way into and out of this new subdivision is through two existing subdivisions, rather than through a main street like the majority of other subdivisions built. This will increase traffic substantially through two subdivisions with many small children. Studies from 2017 have shown that each home takes roughly 5 trips a day one way (energy.gov). Roughly 250 more cars will be driving through these two subdivisions daily. Those on this reconsideration, not directly in the neighborhood, are concerned with increased traffic in general within the town.

The Planning and Zoning Commission recommended denial of the preliminary plat application on February 14, 2022 "until Developer and City administration can devise a plan to make Dewey Avenue safer for pedestrians and vehicle traffic." The FCO states that when Council zoned the development R-3, it should have considered the impact of traffic on the surrounding area at that time. The other reason for the lack of requiring Dewey to be improved is that the City generally does not require a Developer to improve frontage on other property that the developer does not own.

We as concerned residents of Middleton want to make sure that roads are safe for our children walking to school. Safety should come before continued development and more children walking on unsafe roads. Other communities will halt a development, even part-way through, if safety concerns are brought up about certain roads. It is concerning that the remedy for this issue raised by Planning and Zoning, which ultimately led to the denial on February 14th, is that this should have been considered when zoning the property. In other words, though there is nothing, we as a community can do about it now. We want to live in a community where the safety of our children and residents comes before continuing to add more homes and people. By not addressing unsafe roads for this development and future

developments, it simply creates safety concerns for a larger group of Middleton residents. We are requesting that Council come up with a plan to remedy some of our unsafe roads prior to continuing to approve more subdivisions.

According to the Conclusions of Law within the FCO, Council has the authority to approve or deny the application, with or without conditions. We as members of the Middleton community are requesting that Council deny (or approve an application with conditions) when there are clear safety concerns being voiced by the community, as is the case with this application.

On page 1 of the FCO under section B, number 6, it states that "the proposed development will not impose expense upon the public." Letters written (FCO p.24 Exhibit D) into the P&Z meeting and statements made at both the P&Z and City Council meeting indicated that the development would cause further water drainage problems for residents at 507 Triumph Drive and 519 Triumph Drive. Please see letter by Adalpe Landscape (Request for Reconsideration Exhibit CC) confirming increased cost by these residents if the developer does not agree to work with them.

Another deficiency to this Conclusion of the Law (FCO pg.1, B6) is concerns brought up before P&Z and City Council about was historical information about the Middleton Mill Ditch giving way, which would undoubtedly impose expense upon the homes built directly below the Canal. We are recommending that an Geotechnical Survey be performed to look into the integrity of this canal before building homes below it and shared with the public.

Cul-de-Sac Vs. Dead End Road

From the FCO on page 6, Section F, the City Engineer has required the Applicant to terminate W. Millstone Street into a Cul-de-Sac rather than allowing access directly on Middleton Road. It was stated Middleton Road is a minor arterial, which requires access to be limited to keep traffic flowing and also stated the Millstone access was only a few feet south of the Triumph Drive access, creating a dangerous traffic conflict.

From page 63 of the FCO, in the initial planner comments document, point number 10, The City will not allow access from Peregrin on to Middleton Road. It is an arterial, and no new approaches are allowed. Additionally, it is too close to Triumph Drive approach, so it is unsafe. Point number 11 asks developer to rename Peregrin now that it will not be a through road.

Restating from the FCO on page 12, section J, point a and b, there were numerous comments received from surrounding landowners and occupants, in which primary comments were:

- a. Subdivision will cause additional traffic
- b. Do not want traffic to travel through Kennedy Meadows and Mountain View Subdivisions

We are in disagreement with the City Engineer's assessment above for a couple of reasons:

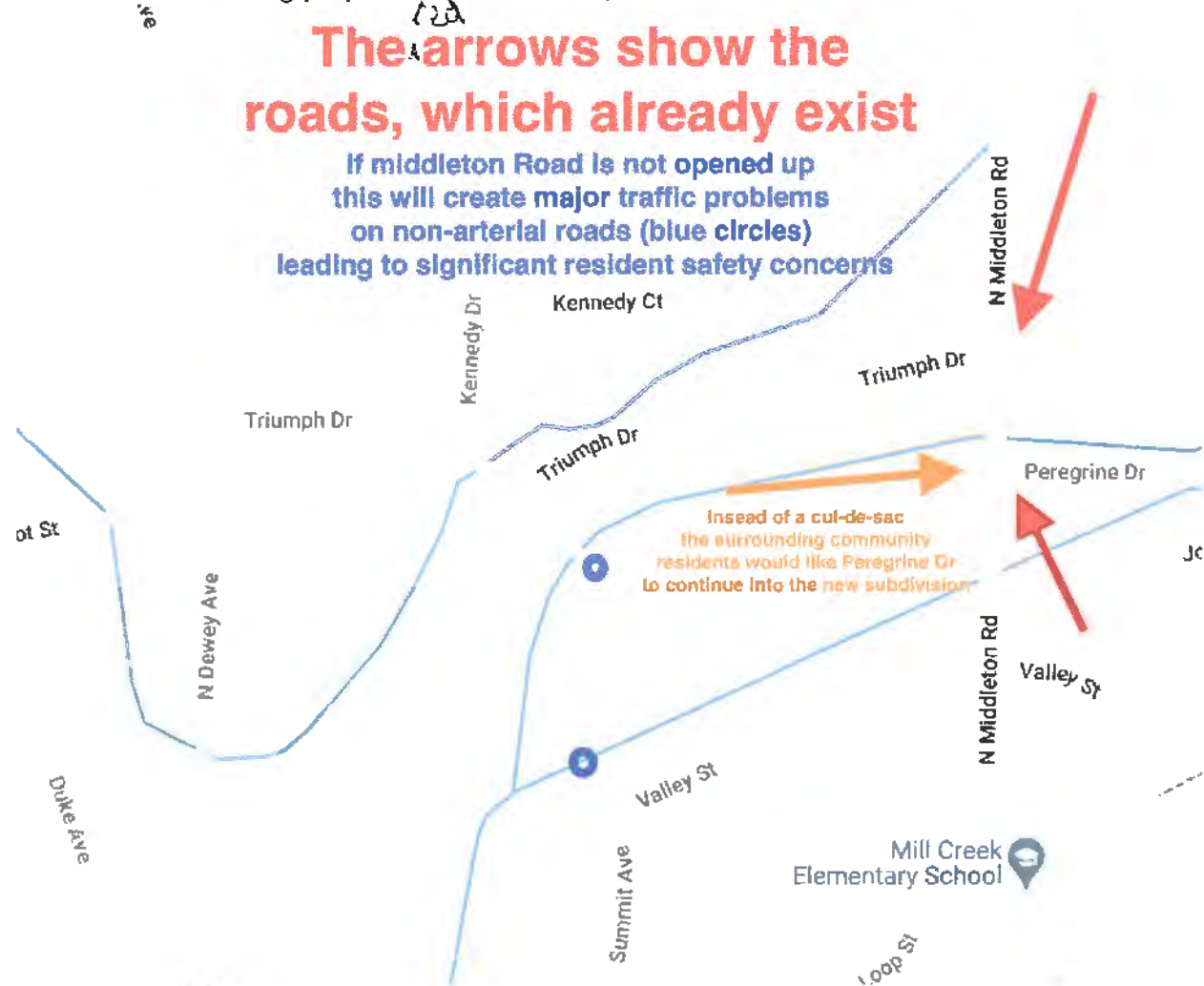
1. Reasoning for City not allowing access from Peregrine onto Middleton Road is no approaches are allowed because Middleton Road is an Arterial, however, Peregrine is already open on the other side of Middleton Road. Only having two access points in the Middleton Mill subdivision creates greater safety concerns for the residents who live along the non-arterial roads. Additionally, there was no additional traffic study conducted on Middleton Road by the City Engineer or Developer.
2. The road labeled as W Millstone Street is defined as a Dead End Road per MCC 5-4-10-2.F. Based on this definition, the city is granting a variance in their own code and has not stated this variance in the FCO and it has not been reviewed through due process within the Governing Bodies.
 - a. Codes are written to be followed and making waivers on variances MCC 1-15-2, is not in the best interest for the health and welfare of the residents of Middleton, especially when the waiver hasn't considered safety ramifications.

Current FCO image from page 6:



(See Exhibit AA in Request for Reconsideration on additional page for larger image)

The orange arrow suggests Peregrine Road continues into Middleton Mill Subdivision, which is what is being proposed within this request for reconsideration:



(See Exhibit BB in Request for Reconsideration on Additional page for larger image)

MCC 5-4-10-2. E and Per MCC 5-4-10-2. F pasted below for reference:

MCC 5-4-10-2. E. Cul-De-Sac Roads: Cul-de-sac roads shall terminate in a circular turnaround with a right-of-way radius of at least fifty feet (50'). The City may approve an equally convenient form of turning space where extreme conditions justify. The maximum length shall be six hundred feet (600') from the entrance to the center of a turnaround.

MCC 5-4-10-2. F. Dead End Roads: Dead end roads will not be approved except in locations designated by the City as necessary to future extensions in development of adjacent lands. In any case, a dead end road serving more than four (4) lots shall provide by easement a temporary turning circle with a fifty foot (50') radius or other acceptable design to accomplish adequate access. Turnaround to be improved with an all weather surface meeting the requirements of the International Fire Code.

Additionally, we have serious concerns for the City of Middleton favoring developers over the citizens of Middleton. We have concerns based on the discrepancies between the initial planner comments and the 2nd round planner comments from the FCO. We do not believe the best interests of the citizens of Middleton are being served. Please review the correspondence below. The citizens of Middleton would like reasonable explanations as to how the city can simply "take care of" a legal issue in regards to illegal lots splits, without consent of the property owners. These specific parcels belong to parties at 507 and 519 Triumph Drive.

From page 63 of the FCO in the initial planner comments point number two dated 12/16/2021, it is stated specifically to the applicant –

You will have to include the two illegal lot split parcels (R3388801 and 33888010A0) in your preliminary plat. There appears to be two separate illegal lot splits from 2016, and the City will not recognize the parcels regardless of the fact that they have parcel numbers. The two small parcels are still considered part of Parcel No. R33888. You will need to provide access and utilities to the two parcels on your pre-plat. If you cannot get the owners to join the plat, the City "may" be satisfied with an affidavit from the owners of the respective lots stating that they understood when they bought their lots they were buying illegal parcels. Without either of these solutions, the preliminary plat cannot proceed.

From page 66 of the FCO in the 2nd Round Planner comments point number 1 dated 12/29/2021, it is stated specifically to the applicant –

1. City will take care of 2 non-conforming lots to the north, and it is no longer a problem for this development.

We appreciate your request for reconsideration and sincerely hope the City will take action to work in the best interest of its citizens.

Respectfully Submitted by,

 ON BEHALF OF

The attached list of 104 Middleton Residents concerned with this subdivision and greater community without proper infrastructure in place

EXHIBIT AA

Current proposal
from Developer

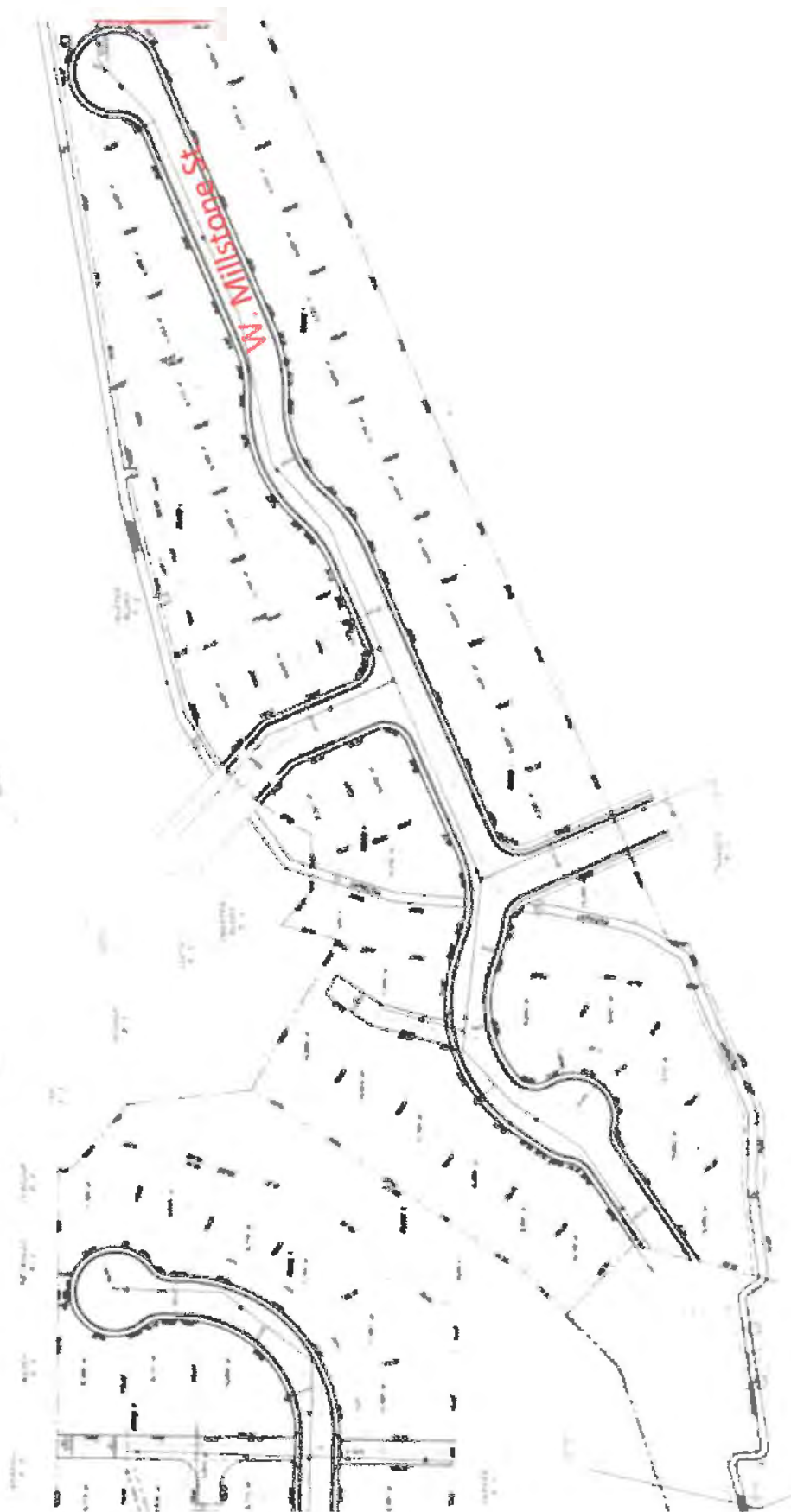


EXHIBIT BB

RED

PROPOSAL TO OPEN SUBDIVISION TO MIDDLETON ROAD

The arrows show the roads, which already exist

If middleton Road is not opened up
this will create major traffic problems
on non-arterial roads (blue circles)
leading to significant resident safety concerns





Middleton School District #134

Marc Geo
Superintendent

Lisa Pennington
Assistant Superintendent

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).

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)

5 South Viking Avenue
Middleton, ID 83644

(208) 585-3027
msd134.org

~~EXHIBIT "D"~~

EXHIBIT CC

May 4, 2022

To The City of Middleton:

RE: Middleton Mill Infill Subdivision, supporting document for appeal on Behalf of Dr. Kylie Billingsley
Jeremy Rudolph and additional residents of Middleton

Dear City Council and Planning and Zoning Commission –

For the record, we live at 507 Triumph Drive, Middleton Idaho, 83644 and own three additional parcels at 424 Boise Street, Middleton, Idaho, 83644.

We wanted to inform you, we recently moved due to many reasons including but not limited to our son being accepted into a new school with enrollment capacity, the growth of Middleton and an unmanageable water issue on the back parcel of our property in the summer months.

We wanted to specifically inform you of the water issue in our backyard, which we had evaluated by Aldape Landscaping in early November 2021. This water issue occurred specifically once the canal was turned on and slowly became more of an issue as the summer continued. During the time this issue was in place, mainly in the summer months when the canal was on, we were unable to enjoy approximately 35-40% of our main level back yard area due to the water level being approximately 4 inches high in areas.

We were informed by the Aldape team, that the issue stemmed from two places, which is believed to come from the Canal through seepage of the bank as well as the adjacent Mill parcel directly behind our property. The water issue was specifically noticeable from the parcel behind our property. Aldape shared with us as building occurs on the infill property the water problem would be worse and the issue could never be rectified unless we were to spend approximately \$8,000 to build a drainage system, plus additional re-routing of sprinkler and irrigation costs at an hourly rate.

At the time, we worked with our former neighbors Richard and Jennifer Lloyd at 519 Triumph Drive, who also had received the same information from Aldape Landscaping at or around the same time. They received a quote as well for the same type of drainage system, which would connect into ours and flow into the creek, which we understand the developer is planning to pipe where it was to be connected. We discussed with the neighbors and Aldape and mutually decided to wait until the Spring / Summer of 2022 prior to embarking on this project.

In addition to our former neighbors at 519 Triumph Drive, many other neighbors have moved out of Kennedy Meadows subdivision between December 2021 to date. We respectfully request your consideration for imposition of an amicable solution for the developer to take responsibility for the current water issues caused by the Middleton Mill parcel adjacent to their home as well as our neighboring 519 home to prevent further water issues.

Thank you for your consideration,

Dr. Kylie Billingsley and Jeremy Rudolph



May 2, 2022

To The City of Middleton:

RE: Middleton Mill Infill Subdivision, supporting document for appeal on Behalf of Doctor Kylie Billingsley Jeremy Rudolph and additional residents of Middleton

Dear City Council and Planning and Zoning Commission –

We are Aldape Sprinklers, Landscape and Home Services LLC and a Licensed, Bonded and Insured, Idaho Contractor. Our Idaho Contractor Lic# RCE26760 and Idaho Public Works Lic #025215.

This letter is regarding an evaluation I had conducted for a water issue on the back of two separate properties in early November 2021 –

- Richard and Jennifer Lloyd – 519 Triumph Drive, Middleton, Idaho, 83644
- Jeremy Rudolph and Kylie Billingsley – 507 Triumph Drive, Middleton, Idaho, 83644

Each one of the properties above has approximately .25 acres on the exterior of their lots. I originally inspected and evaluated the 519 property with Michael McDonald and followed with inspection of 507 property.

For the 519 property – we determined we were going to install a drainage system to reduce surface water of approximately four inches in the backyard. This would include two dry wells, up to approximately 190ft of 4 inch perforated pipe, 80ft of solid drainage pipe, misc fittings to make necessary connections, 3ea 12in drain boxes, 2ea surface drains and 1.5yds $\frac{3}{4}$ in drain rock. This system was meant to collect water along the south and southwest back fence, then transfer it to the drywell system. Water would then leach into dry wells into ground below hardpan soil. Additionally an overfill pipe would extend from the from the drywell system to the southeast side of the property (shed side), to evacuate excess water.

For the 507 property – we determined we were going to install Drainage System to reduce surface water in the back yard. This included delivery of 2ea Dry Wells, up to approximately 230 ft of 4" Perforated Drainage Pipe, 120 ft of Solid Drainage Pipe, Misc Fittings to make necessary connections, 3ea 12" Drain Boxes, 2 ea surface drains and 2.5 yds $\frac{3}{4}$ " Drain Rock. System will collect water from backyard around raised beds, then transfer it to the Dry-Well System. Water will then leach from dry wells into ground below hardpan soil. Additionally, Overfill Pipes would extend from the Dry-Well system into the 519 neighboring drainage system, to evacuate excess water.

In addition to the above, the owners request us to review the Middleton Mill property to the south to understand the source of the water issue. We looked at the field to the west as requested and could not see any specific water source that would affect either property, however it is not ruled out. We did see a broken tin pipe, which was not connected to anything. The only source that we can see is the canal at the top of the hill that is leaching down into the 519 backyard. For the ditch to the southwest on the Middleton mill property, we recommended the homeowner speak to the owner of that property and let them know that their overgrowth in that ditch is encroaching your property and it is their responsibility to keep it clean and free of debris that may affect its ability to flow. We highly recommended they specifically speak with the developer to ensure that they don't build up the land which would cause their future neighbor's lawns to drain into theirs. We believe that adding the two flow wells and the drain boxes on each property will help

alleviate all the water problems and if development does take place, the solution may have to be re-evaluated, which will incur costs on each of these homeowner locations.

Below is a map, which corresponds with the cardinal directions indicating specific information listed in the above letter:



Respectfully,

[Handwritten signature]

Kirk Duncan
 Aldape Sprinklers, Landscape and Home Services

See color map on next page



Creek Developer
Plans to Pipe



Triumph Dr

507 Triumph Drive

519 Triumph Drive

507

519

SW Adjacent
Middleton Mill
Property

EXHIBIT DD

Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton:				
Name	In favor of Appeal	Address	Concerned with ALL areas outlined in appeal	Specific Concerns/Comments
Kalle Gibson	Yes	607 Triumph Dr.	Yes	
Chris Gibson	Yes		Yes	
Tianna Bartschi	Yes	673 Triumph Dr.	Yes	
Rich Hargitt	Yes	646 Triumph Dr.	Yes	
Lise Hargitt	Yes	646 Triumph Dr.	Yes	
Donna Scarpelli	Yes	623 Mountain St.	Yes	
Michael Scarpelli	Yes	623 Mountain St.	Yes	
Cindy Haynes	Yes	682 Valley St.	Yes	
Susan Lowe	Yes			
Donna Rogers	Yes	739 Triumph		

K Gibson
 C Gibson
 Tianna Bartschi
 R Hargitt
 L Hargitt

Concerned w/ schools, traffic + sewage out of compliance
 traffic, wild life
 Policing + clearing of path
 way

Reconsideration submitted by the following individuals of Middleton

Name	Address
Sharee Keeney	716 Triumph Drive
Jeff Keeney	716 Triump Drive
Lacey Sargent	731 Triumph Drive
Lewis Sargent	731 Triumph Drive
Kim Shipherd	720 Triumph Drive
Dan Shipherd	720 Triumph Drive
Amanda Lewis	728 Triumph Drive
Dwayne Lewis	728 Triumph Drive
Don Hus	672 Triumph Drive
Teresa Wendell	672 Triumph Drive
Kaden Walker	593 Triumph Drive
Shauna Stevens	509 N. Dewey Ave
Allen L. Stevens	509 N. Dewey Ave
Linda J. Garner	419 N. Dewey Ave
Margarita Rios	321 N. Dewey Ave
Jaime Rios	321 W. Dewey Ave
Sonya Abegglen	567 Triumph Drive
Coby Abegglen	567 Triumph Drive
Amber Walker	593 Triumph Drive
James Hanger	415 Triumph Drive
Tammi Hanger	415 Triumph Drive
Randy Mason	381 Triumph Drive
Sis Mason	381 Triumph Drive
Jason Terry	406 Triumph Drive
Kym Terry	406 Triumph Drive
Amy Noyes	638 Triumph Drive
Ken Houser	625 Triumph Drive
Kathy Houser	625 Triumph Drive
Chris Albright	650 Triumph Drive
Leanne Albright	650 Triumph Drive
Rene Cobb	689 Triumph Drive
Dan Cobb	689 Triumph Drive
Brad Homan	705 Triumph Drive
Debra Bjork	708 Triumph Drive
Barbara Ehle	723 Triumph Drive
Gayla Javaux	719 Kennedy Drive
Shannon Daellerbach	518 Kennedy Ct
Todd Bristow	532 Kennedy Ct
HL Spencer	148 Kennedy Ct
Rovin Thibault	676 Kennedy Ct.
Taylor Watters	631 Kennedy Ct.

Kurt Watters	631 Kennedy Ct.
Ginger Miller	657 Triumph Dr.
Bobbi Davis	15437 Goodson Rd
Adam Madtheis	593 Triumph Drive
Juan Salinas	14160 Tara St.
Ryan Hall	388 Triumph Drive
Andrew Batch	362 Triumph Drive
Mam Merrill	614 N. Dewey Ave
Scott Kimy	511 N. Dewey Ave
Jody Lenius	475 Triumph Drive
Jason Lenius	475 Triumph Drive
Ashley Wadsworth	521 Kennedy Ct
Katheryn Daellenbach	518 Kennedy Ct
Ryan Allen	599 Kennedy Ct
Kora K Allen	599 Kennedy Ct.
Mike Hoffman	482 Valley St.
Gene F. Greer	501 Valley St
Bobbi Greer	501 Valley St.
Phillip Freeman	477 Valley St.
Jessica Schossaw	460 Valley St.
Dorothy Van Egmond	509 Summit
Mary Ellen Crossly	602 Valley St.
Erin Burbank	640 Kennedy Dr
Nate Burbank	640 Kennedy Dr
April Chainey	577 Kennedy Ct.
Kim Mountjoy	519 Triumph Dr.
Cindy Mountjoy	519 Triumph Dr.
Angie Cuellar	433 Triumph Dr.
Leslie Montgomery	19163 Convent Ln.
Kylie Billingsley	507 Triumph Drive
Jeremy Rudolph	507 Triumph Drive
Kallee Gibson	607 Triumph Drive
Chris Gibson	607 Triumph Drive
Tianna Bartschi	673 Triumph Dr.
Rich Hargitt	696 Triumph Drive
Lisa Hargitt	696 Triumph Drive
Donna Scarpelli	623 Mountain St
Michael Scarpelli	623 Mountain St.
Cindy Haynes	682 Valley St.
Mike McDougall	13037 Greenwell Ln
Wendy McDougall	13037 Greenwell Ln
Donna Rogers	739 Triumph Drive
Richard Gates	9868 Foothill Rd

Theresa Denham	25381 Kimpton Dr
Martin Denham	25381 Kimpton Dr
Zeanna Johnson	25379 Kimpton Dr
Sallyy Graf	12399 Shady Ln
Christopher Graf	12399 Shady Ln
Tara Thomas	12311 Shady Ln
Randy Zelinko	12283 Shady Ln
Lisa Enzmingo	12248 Shady Ln
Michael Brandon	24957 Mint Ln
David Salisbury	24901 Mint Ln
Kristine Salisbury	24901 Mint Ln
Teresa Taresh	13105 Greenwell Ln
Janet Gibson	945 Harvest Way
Brent Heck	13168 Greenwell Ln
Rachel Darnell	1435 W Tiller Ct
Micah Damell	1435 W Tiller Ct
Helen O'Brian	95 Eaton Road
Susan Lowe	
Ian Vickers	518 Diamond Lake
Sarah Vickers	518 Diamond Lake

Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton

Name	In favor of Appeal	Address	Concerned with ALL areas outlined in appeal	Specific Concerns/Comments
Ashley Wadsworth	YES	521 Kennedy Ct.	YES	
Matthew Davelen	YES	518 Kennedy Ct.	YES	
Shannon Davelen	YES	518 Kennedy Ct.	YES	
Ryan Allen	YES	599 Kennedy Ct.	YES	
Kara Engstrom	YES	599 Kennedy Ct.	YES	
Niko Hoffman	YES	482 Valley	YES	
Gene F. Greer	YES	501 Valley St	YES	
Bobbi Greer	YES	501 Valley St	YES	
Phillip Freeman	YES	477 Valley St	YES	
Jessica Schwan	YES	400 Valley St	YES	
Dorothy VanEgmond	YES	509 Summit	YES	
Marjorie Crossley	YES	602 Valley St	YES	
Erin Burkink	YES	640 Kennedy Dr	YES	
Nate Burbank	YES	640 Kennedy Dr	YES	
April Chainey	YES	577 Kennedy Ct.	YES	
Kim Mountjoy	YES	519 TRIUMPH	YES	
Erin Mountjoy	YES	519 TRIUMPH	YES	
Angie Cuellar	YES	433 Triumph	YES	
Lucie Montgomery	YES	19163 Convent St.	YES	Angie Cuellar (moving to Middleton)

Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton:

Name	In favor of Appeal	Address	Concerned with ALL areas outlined in appeal	Specific Concerns/Comments	Signature
Laura Javaux	Yes	719 Kennedy Drive	Yes		Laura Javaux
Shannon Deeb	Yes	518 Kennedy Ct	Yes		Shannon Deeb
TOO BRISTOW	YES	532 Kennedy Ct	YES		Too Bristow
Ed Spence	Yes	178 Kennedy	Yes		Ed Spence
R. De	Yes	1076 Kennedy	Yes		R. De
Taylor Watters	Yes	631 Kennedy	Yes		Taylor Watters
Kurt Watters	Yes	631 Kennedy	Yes		Kurt Watters
GINGER MILLER	yes	657 Triumph Dr.	yes		Ginger Miller
Bobbi Davis	Yes	15437 Goodson Rd	Yes		Bobbi Davis
Adam Muffler	Yes	593 Triumph Dr.	Yes		Adam Muffler
Brian Salinas	Yes	14160 Tara St	Yes		Brian Salinas
Ryan Hall	(Yes)	388 Triumph Dr.	Yes		Ryan Hall
Johnny Hall	Yes	388 Triumph Dr.	Yes		Johnny Hall
Tanner Hall	yes	388 Triumph Dr.	yes		Tanner Hall
Andrew Batch	yes	362 Triumph Dr.	yes		Andrew Batch
Mark Macaul	yes	614 N Dewey	yes		Mark Macaul
Scott King	yes	511 N Dewey	yes		Scott King
JODY LENIUS	yes	475 Triumph Dr.	yes		Jody Lenius
JASON LENIUS	yes	475 Triumph Dr.	Yes		Jason Lenius

3 Families - (my live in Middleton kids)

Caldwell

Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton:				
Name	In Favor of Appeal	Address	Concerned with ALL areas outlined in appeal	Signature
James Hanger	Yes	415 Triumph Dr	Yes	James Hanger
Tammi Hanger	Yes	415 Triumph Dr	Yes	Randy Mason
Randy Mason	Yes	381s Triumph Dr	Yes	Sis Mason
Sis Mason	Yes	381 Triumph Dr	Yes	James Hanger
Jason Terry	Yes	400 Triumph Dr	Yes	James Hanger
James Terry	Yes	400 Triumph	Yes	James Hanger
Alex Terry	Yes	400 Triumph	Yes	James Hanger
Amy Noves	Yes	638 Triumph	Yes	James Hanger
Kew Houser	Yes	625 Triumph	Yes	James Hanger
Kathy blouster	Yes	625 Triumph	Yes	James Hanger
Chris Hanger	Yes	650 Triumph	Yes	James Hanger
Heather Hanger	Yes	650 Triumph	Yes	James Hanger
Gene Cole	Yes	689 Triumph	Yes	James Hanger
Dan Cole	Yes	"	Yes	James Hanger
James Hanger	Yes	705 Triumph	Yes	James Hanger
Barbara Ehle	Yes	708 Triumph	Yes	James Hanger
Barbara Ehle	Yes	723 Triumph	Yes	James Hanger

Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton;

Name	In favor of Appeal	Address	Consent with ALL areas Spotted Concerns/Comments outlined in appeal	Signature
Sharon Keeney	yes	716 Triumph Dr	yes	Sharon Keeney
DeLo Keeney	yes	716 Triumph Dr	yes	DeLo Keeney
Lacey Sargent	yes	731 Triumph Dr	yes	Lacey Sargent
Lewis Sargent	yes	731 Triumph Dr	yes	Lewis Sargent
Kim Shubert	yes	700 Triumph Dr.	yes	Kim Shubert
Dan Shubert	yes	700 Triumph Dr.	yes	Dan Shubert
Amanda Lewis	yes	728 Triumph Dr.	yes	Amanda Lewis
Doreene Lewis	yes	728 Triumph Dr.	yes	Doreene Lewis
Don Walker	yes	672 Triumph Dr	YES	Don Walker
Teresa Wendell	yes	672 Triumph Dr	Yes	Teresa Wendell
Kaden Walker	yes	593 Triumph Dr	YES	Kaden Walker
Shauna Stevens	yes	509 N. Dewey	yes	Shauna Stevens
Allen L. Stevens	yes	509 N. Dewey	yes	Allen L. Stevens
Lincoln J. Stevens	yes	419 N. Dewey	yes	Lincoln J. Stevens
Margaret Rice	yes	321 N. Dewey Ave	Absolutely (Traffic Safety) yes	Margaret Rice
Jaimie Rice	yes	321 W. Dewey Ave	yes	Jaimie Rice
Sunny Abegglen	yes	507 triumph dr.	yes	Sunny Abegglen
Coby Abegglen	yes	507 triumph Dr.	yes	Coby Abegglen
Amber Walker	yes	593 Triumph Dr.	yes	Amber Walker

Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton:

Name	In favor of Appeal	Address	Concerned with ALL areas outlined in appeal	Specific Concerns/Comments	Signature
Theresa DeVham	Y	2638 K. m. Dr.	1, 2, 3, 4, 6, 7, 8	Failure to respond to safety issues	Theresa DeVham
Martin Denham	Y	25351 Kimpton Dr.	1, 2, 3, 4, 6, 7, 8	#8 Notable lack of transparency	Martin Denham
Zearna Johnson	Y	25372a Kimpton Dr.	All	Water table School crowding	Zearna Johnson
Sally Grist	Y	12399 Suedy Kimpton	All		Sally Grist
Christopher Gert	Y	12399 Suedy Kimpton	All		Christopher Gert
Tara Thomas	Y	12311 Shady Ln	All		Tara Thomas
Randy Zelenko	Y	122853 Shady Ln	All		Randy Zelenko
Lisa Enzinger	Y	12218 Shady Ln	All		Lisa Enzinger
Michaela Brandon	Y	24957 mint lake	All	lack of transparency & changing zoning after fact	Michaela Brandon
David Salley	Y	24901 MINT	All		David Salley
Austin Salley	Y	24971 MINT	All		Austin Salley
Rejil Billingsley	Y	507 Trumpet	All	Property Directly Impacted	Rejil Billingsley
Jeremy Rudolph	Y	507 Trumpet	All		Jeremy Rudolph
Sarah Vickers	Y	58 Diamond lake	All	Schools + traffic	Sarah Vickers
Tom Vickers	Y	58 Diamond lake	All	Schools + traffic	Tom Vickers

Middleton Mill Subdivision Appeal Submitted by the following residents of Middleton:

Name	In favor of Appeal	Address	Concerned with ALL areas outlined in appeal	Specific Concerns/Comments	Signature
Kalle Gibson	Yes	607 Triumph Dr.	YES		K Gibson
Chas Gibson	Yes		YES		Gibson
Tianna Bartsch	Yes	673 Triumph Dr.	YES		Tianna Bartsch
Rich Hargitt	Yes	646 Triumph Dr.	YES		R Hargitt
Lisa Hargitt	Yes	646 Triumph Dr.	YES		Lisa Hargitt
Donna Scarpelli	Yes	623 Mountain St.	YES		
Michael Scarpelli	Yes	623 Mountain St.	YES		
Cindy Haynes	Yes	682 Valley St.	YES		
Susan Lowe	Yes				
Dana Rogers	Yes	739 Triumph			

Concerned w/ schools, traffic + sewage out of compliance
 traffic, wildlife
 Policing + clearing of path-
 way

City of Middleton
PO Box 487
1103 W MAIN ST
Middleton ID 83644
208-585-3133

Receipt No: 8.000022
May 6, 2022

RUDOLPH, JEREMY

Previous Balance:		.00
GENERAL FUND - REQUEST FOR RECONSIDERATION/THE MILL AT MIDDLETON/RUDOLPH, JEREMY 01-341-002 ANNEXING, PLANNING & ZONING		320.00
<hr/>		
Total:		320.00
<hr/>		
SunWest	Check No: 282	320.00
Total Applied:		320.00
<hr/>		
Change Tendered:		.00
<hr/>		

Duplicate Copy

05/05/2022 4:52 PM

May 5, 2022

To The City of Middleton:

RE: Middleton Mill Infill Subdivision, Additional Deficiencies and Documents for Request for Reconsideration by residents of Middleton

Dear City Council and Planning and Zoning Commission –

We as a community of 104 individuals are writing a Request for Reconsideration In response to Executed FCO with Exhibit-CC-The-Mill.pdf executed April 21, 2022. In the Matter of the Application of Wade Thomas of IAG Capital LLC and Bob Unger of Unger Enterprises for preliminary plat with respect to The Mill at Middleton Subdivision located at 0 N. Dewey Avenue (Tax Parcels Nos. 33892, 33888, and 33876).

Additional Specific Deficiencies Highlighted in this Reconsideration:

1. This subdivision is in a FEMA floodplain, please see exhibit EE. The FCO fails to outline flood risk mitigation measures. Due consideration was not given to flood risk for the safety of the community. The developer needs adhere to the Code and the City needs to protect possible future injury to its citizens. We would like to see due consideration provided to MCC as provided in exhibit EE and developer to provide flood risk mitigation plan to address all specific points in MCC without any special waivers from code MCC 1-15-2. Specifically related to MCC 5-4-13-2: SUBDIVISION WITHIN FLOODPLAIN: A 1 b, g, h, i C 1 a, b, C 2, D, and D 3, 6, 7, 9.
2. The subdivision has multiple private lanes, please see exhibit FF. Although private lanes are allowed in the code they have to specifically be approved. In addition, the Code also states that all lots must have 30 feet access to public right-of-way frontage. Some of the lots on the suggested private lanes do not front public right-of-way. We would like to see due consideration provided to MCC as provided in Exhibit FF and a correction provided by the developer. Specifically related to MCC 4-1-1: GENERAL REQUIREMENTS: D.
3. Requesting explanation of maintenance of Private Lanes, please see exhibit FF. The FCO does not address who is responsible for maintaining the private lanes. We would like to see due consideration provided and a determination made by the City of Middleton in regard to who is responsible for maintaining the private lanes. The City of Middleton should not maintain private lanes and this should not put any

financial burden on Middleton taxpayers. Specifically related to MCC 4-1-1:
GENERAL REQUIREMENTS: I.

Regarding MCC 5-4-10-4: LOT REQUIREMENTS: C. Lot Access: "All lots shall front on paved public roads, and no lots shall have direct access to collectors, boulevards, or arterials, unless otherwise approved by the City." From p.5 of original Request for Reconsideration document, if W Millstone Street is opened to Middleton Road, we would like to ensure that this MCC is taken into due consideration, specifically all sections of this code. See Exhibit GG.

Exhibit EE



FEMA Designated Flood Plain

Relevant to MCC 5-4-13-2: SUBDIVISION WITHIN FLOODPLAIN:

5-4-13-2: SUBDIVISION WITHIN FLOODPLAIN:

A. Flood Areas:

1. For any proposed subdivision that is located within a floodplain, the subdivider shall provide the commission with a development plan of adequate scale and supporting documentation that will show and explain at least the following:
 - a. Location of all planned improvements.
 - b.** The location of floodways and base flood elevation cross section lines in the floodway fringe in accordance with sound engineering practices.
 - c. The location of the present water channel.
 - d. Any planned rerouting of waterways.
 - e. All major drainageways.
 - f. Areas of frequent flooding.
 - g.** Means of floodproofing buildings.
 - h.** Means of insuring loans for improvements within the floodplain.
 - i.** Provide permanent elevation bench marks.

C. Appropriateness Of Subdivision:

1. In determining the appropriateness of subdivision for land located within a floodplain, the commission and City shall consider the objectives of this title, and at least the following:

a. The danger to life and property due to the increased flood heights or velocities caused by subdivision fill, roads and intended uses.

b. The danger that intended uses may be swept onto other lands or downstream to the injury of others.

2. No subdivision or part thereof shall be approved if levees, fills, structures or other features within the proposed subdivision will individually or collectively significantly increase flood flows, heights or damages. If only part of a proposed subdivision can be safely developed, development shall be limited to that part and the Council shall require development to proceed consistent with the determination.

D. Floodproofing Plans: Floodproofing plans must be individually approved by the City upon recommendation from the commission before such uses are constructed. Floodproofing may include, but not be limited to, the following:

2. Installation of watertight doors, bulkheads and shutters or similar methods of closure.

3. Reinforcement of walls to resist water pressure.

4. Use of paints, membranes or mortars to reduce seepage of water through walls.

5. Addition of mass or weight to structures to resist flotation.

6. Installation of pumps to lower water levels in structures.

7. Construction of water supply and waste treatment systems so as to prevent the entrance of floodwaters.

8. Installation of pumps or comparable facilities for subsurface drainage systems to relieve external foundation wall and basement flood pressures.

9. Building design and construction to resist rupture or collapse caused by water pressure or floating debris, including, but not limited to, the provision of engineered flood openings.

Exhibit FF

Relevant to MCC 4-1-1: GENERAL REQUIREMENTS

4-1-1: GENERAL REQUIREMENTS:

A. Building Permit Required; Exceptions: No structure or accessory structure over two hundred (200) square feet shall be constructed, remodeled, renovated, or added-to within the City of Middleton without first obtaining a building permit and paying the established fees.

1. Exceptions:

- a. Replacing or upgrading exterior glass, without changing the frame.
- b. Removal of asphalt shingles and replacing with same roofing type without altering or repairing of existing sheeting.
- c. Adding a second layer of asphalt shingles over an original layer of asphalt shingles.
- d. Repairing and replacing individual shingles and/or roofing tiles.
- e. Residential fencing that complies with this Code.
- f. Replacing cabinets without changing plumbing or electrical.
- g. Repairing, but not replacing, existing plumbing fixtures.
- h. Contact City building official for other exemptions.

B. Certificate Of Occupancy: The building official shall not issue a certificate of occupancy for a building until all necessary subdivision infrastructure improvements have been constructed and accepted by the City, and debris has been removed from subdivision vacant lots. A certificate of occupancy will not be issued until any damage to public improvements by a homebuilder is repaired at the home builder's expense.

C. Stamped Plans: All plans for public, commercial, industrial and multi-family buildings exceeding four (4) dwelling units must be stamped by a licensed architect and/or a licensed engineer.

D. Subdivided Lot: No residence or commercial building shall be erected or moved onto any lot unless said lot has been legally subdivided and has thirty feet (30') of frontage on a public right-of-way and meets all the requirements of title 5 of this Code.

E. Traffic Impact Analysis: The City may require an applicant, at the applicant's expense, to conduct a traffic impact analysis for any commercial or industrial use requiring a building permit.

F. Address Numbering: All residential, commercial and industrial buildings within the City shall be numbered with an address assigned by the City. Numbers on residential buildings shall be a minimum of four inches (4") in height. Numbers on commercial and industrial buildings shall be a minimum of twelve inches (12") in height. Number colors should contrast with the building color so that they are plainly visible.

G. Sewer Connection: When a new connection is made to the sewer main, a cast iron hub shall be used unless an alternate connector is approved by the City.

H. Driveways: All lots shall front upon a public road unless otherwise approved by the City. Residences having a garage shall have a hard surface of concrete or asphalt driveway and approach with a width at least equal to the garage width that extends from the garage to the abutting public road. Driveways from garages not facing the street shall be a minimum twelve feet (12') wide between the garage and publicly maintained roads.

I. Private Lanes/Alleys: Private lanes/alleys may be constructed to access single family, single family attached, and/or apartment residences. Private lanes will be reviewed on a case-by-case basis and must be specifically approved by the city.

Exhibit GG

5-4-10-4: LOT REQUIREMENTS:

A. Lot Design: The lot size, width, depth, shape and orientation and minimum setback lines shall comply with the minimum requirements of the zoning regulations of the City as shown in section 5-4-1, Table 2 of this chapter. Lot lines shall be at right angles from the front, side and back property lines, unless otherwise approved as part of a preliminary plat.

B. Buffers: Lots along the roads identified in subsection 5-4-10-2D of this chapter shall conform to the traffic buffer requirements (see section 5-4-10-6 of this chapter).

C. Lot Access: All lots shall front on paved public roads, and no lots shall have direct access to collectors, boulevards, or arterials, unless otherwise approved by the City.

D. Flag Lots: Flag lots are prohibited unless allowed by the city as part of a preliminary plat. When a flag lot is allowed, the minimum lot frontage to a public road shall be twenty feet (20'), and the minimum lot width and setbacks are measured from where the lot widens for a building.

(Ord. 588, 3-1-2017; amd. Ord. 600, 12-20-2017; Ord. 609, 7-3-2018; Ord. 620, - -2019)

Amending from initial submission, resident Susan Lowe did not have an address listed, this amendment corrects her address from null to 1130 La Reata Way.

Respectfully Submitted by,

Jeremy Rudolph on behalf of:

The attached list of 104 Middleton Residents concerned with this subdivision and greater community without proper infrastructure in place from original submission

When Recorded, mail copy to
Middleton City Administrator
1103 W. Main St.,
Middleton, ID 83644

Space above this line for Recorder's use

CONSENT TO ANNEXATION AND UTILITY CORRIDOR

THIS CONSENT TO ANNEXATION AND UTILITY CORRIDOR ("**Consent**"), is made this ____ day of _____, 20____, between the City of Middleton, Idaho, an Idaho municipal corporation ("**City**") and Callister LLC, an Idaho Limited Liability Company ("**Developer**").

WHEREAS, Developer is the owner of the Subject Property located in Canyon County, Idaho and legally described and shown by Map/Exhibit in **Exhibit A** attached hereto and incorporated by this reference ("**Subject Property**"); and

WHEREAS, the Subject Property is located outside the City corporate limits but within the City's area of impact as established by Idaho Code Section 67-6526; and

WHEREAS, Developer is in the process of developing the Subject Property under the land use jurisdiction of Canyon County, Idaho, and a copy of the proposed preliminary plat is attached hereto as Exhibit "B" and incorporated in full by this reference.

WHEREAS, the parties acknowledge that the orderly development of the City will encompass the Subject Property within the foreseeable future; and

WHEREAS, both City and Developer have an interest in the thoughtful, well-planned, and coordinated growth of Canyon County and City; and

WHEREAS, Developer desires to agree and consent to the annexation of the Subject Property into the corporate limits of City (the "**Annexation**") as soon as the Subject Property becomes contiguous to City limits.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the foregoing recitals being incorporated herein as a part of this agreement, the parties agree as follows:

I. General

A. In recognition of this binding commitment and consent to annexation, City shall be responsible for initiating the process to annex the Subject Property into the City, and City shall be responsible for all costs associated with the Annexation of the Subject Property except Developer, at its own cost, shall provide a legal description for the Subject Property. The City

shall have discretion over when said Annexation is initiated, and the denial of an application for Annexation by the City Council shall not void or negate this agreement or the consent to annex evidenced hereby. However, Annexation shall be initiated by the City within five (5) years of the availability of a path therefore.

B. Developer's subsequent and/or associated applications for the development of the Subject Property shall be granted no special privilege, license, priority, approval, or entitlement hereby, and shall progress in accordance with the then-current and applicable law.

C. This Consent shall be recorded in the Canyon County Recorder's Office following complete execution by the Developer and the City. This Consent shall run with the land. By the execution of this Consent, Developer is bound and likewise binds its heirs, assigns, and any and all successors in interests to the terms of this Consent.

D. Notice of the Consent shall appear on any plat recorded in the office of the Canyon County Recorder using the following language:

"The lots shown on this final plat are subject to a Consent to Annexation and Utility Corridor Agreement recorded in the Records of Canyon County, Instrument #_____."

E. Developer will provide, in good faith with City and City engineer, a utility corridor and easement for future sewer and water facilities to run "to and through" the Property as shown on Exhibit "C" attached hereto and incorporated herein by this reference. The easement corridor shall be the width of the road, but at locations outside of the roadway, the easement shall be twenty (20) feet wide. Said corridor and easement shall be shown on the preliminary plat and all recorded final plats for the subdivision project. Developer and future lot owners will not be required to hook up to City services upon annexation unless Developer and any future lot owner so chooses.

II. Annexation:

A. The Subject Property is not currently contiguous to the Middleton City limits and cannot, therefore, be immediately annexed into City.

B. The Annexation shall be initiated and consummated pursuant to Idaho Code 50-222, and the same shall be a "Category A" annexation, as the term is used therein.

C. At such time as the Subject Property shall become contiguous to the City limits, the Developer, his heirs, successors, and assigns shall support the Annexation of the Subject Property in whole into the City limits to become part of the same with a R-1 zone designation. The Annexation application, and associated application for the designation of a zone to the Subject Property, may be initiated by the City. The failure of any application to result in the Annexation of the Subject Property shall not prevent or prohibit future Annexation applications under this Consent.

E. Developer, for itself and its heirs, assigns, and any and all successors in interest, forever, waive the right to object to Annexation of the Subject Property or revoke consent to the Annexation of the Subject Property.

This Consent shall become effective at the time that both parties execute the same. This Consent constitutes the legal, valid, and binding obligation of each party. The individuals executing this Consent warrants that he or she has full power and has been duly authorized to execute and deliver this Consent on behalf of the entity for which he or she signs.

Its:

CONSENT TO ANNEXATION AND UTILITY CORRIDOR AGREEMENT, Page 3

My Commission Expires: _____

*SEAL

CITY OF MIDDLETON, IDAHO

Date: _____

By: STEVEN J. RULE

Its Mayor

ATTEST:

Date: _____

BECKY CROFTS, City Clerk

STATE OF IDAHO

)

) ss.

COUNTY OF CANYON

)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State personally appeared Steven J. Rule known or identified to me to be the Mayor of the City of Middleton, Idaho that executed the said instrument, and acknowledged to me that such City executed the same.

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

NOTARY PUBLIC FOR IDAHO

Residence: _____

My Commission Expires: _____

*SEAL

Exhibit A

Legal Description & Boundary Map of the Subject Property



T-O ENGINEERS

Project No: 200194
Date: June 17, 2020
Page 1 of 1

**C4 PARCEL "A"
BOUNDARY DESCRIPTION**

A parcel of land, situated in a portion of NW1/4 of the SW1/4 of Section 34, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

COMMENCING at a brass cap monument making the northeast corner of said NW1/4 of the SW1/4 (CW1/6 Corner), from which an aluminum cap monument marking the northwest corner of said NW1/4 of the SW1/4 bears N.89°40'14"W. a distance of 1317.43 feet, thence along the east line of said NW1/4 of the SW1/4 S.00°16'23"W. a distance of 225.00 feet to a 5/8 inch rebar marking the **POINT OF BEGINNING**;

- 1) Thence, continuing along said east line, S.00°16'23"W. a distance of 1037.42 feet to a 5/8 inch rebar on the north right-of-way line of Quail Haven Way;
- 2) Thence, leaving said east line and along said north right-of-way line N.89°41'52"W. a distance of 1320.54 feet to a 5/8 inch rebar on the west line of said NW1/4 of the SW1/4;
- 3) Thence, leaving said north right-of-way line and along said west line, N.00°24'52"E. a distance of 1038.05 feet to a 5/8 inch rebar;
- 4) Thence, leaving said west line and along a line parallel with said north line of NW1/4 of the SW1/4 and 225.00 south when measured perpendicular thereto, S.89°40'14"E. a distance of 1317.98 feet to the **POINT OF BEGINNING**.

Said parcel of land containing 31.42 acres more or less and is subject to all existing easements and/or rights-of-way of record or implied.

End of Description.





T.O. ENGINEERS
2473 S. TITANUM PLACE
MERRIDIAN, IDAHO 83642
208-326-3268 | WWW.TO-ENGINEERS.COM

Exhibit B

**Preliminary
Plat or Site Plan**

TRAYNOM CAPITAL PARTNERS L.L.C.
10379601.000

CASCADE HILLS SUBDIVISION NO. 1
BOOK 51, PAGE 39

BASIS OF BEARING

PRELIMINARY PLAT FOR
C-4 SUBDIVISION
A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 34
TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO
2021

SHEET INDEX

C0.00 COVER

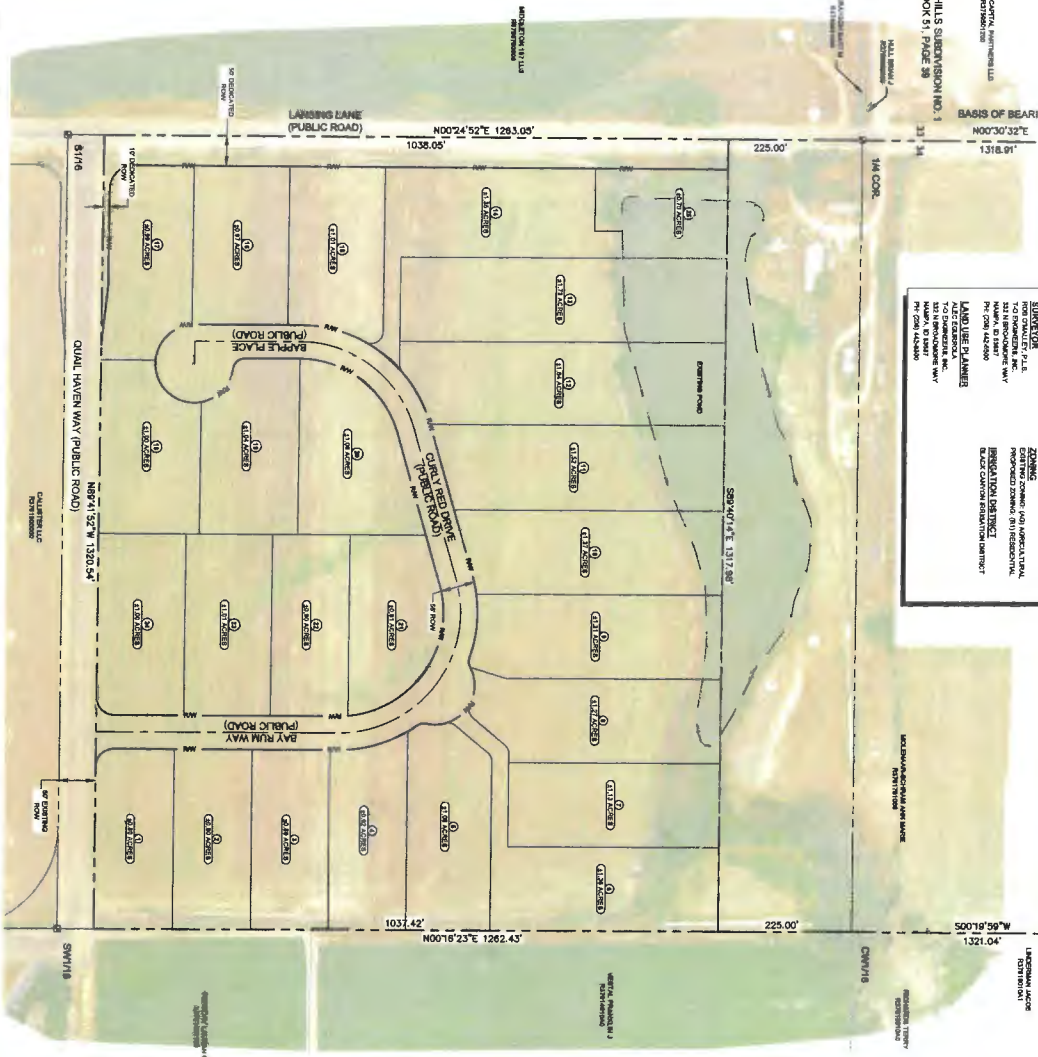
C1.00 EXISTING CONDITIONS

C2.00 SITE PLAN AND DIMENSIONS

C3.00 DRAINAGE AND IRRIGATION

BORDER SIZE	
DATE	22"x34"
DESIGNED	
J. SMITH	
DRAWN	
J. SMITH	
CHECKED	
J. CARPENTER	
APPROVED	
J. CARPENTER	

A circular professional engineer seal for the State of Ohio. The outer ring contains the text "PROFESSIONAL ENGINEER" at the top and "J. SMITH" at the bottom. Inside the ring, the text "STATE OF OHIO" is curved along the top, and "8656" and "8/20/22" are in the center. The seal is stamped over the bottom right portion of the drawing table.



- [illegible]

[illegible]

PRELIMINARY PLAT FOR:
C-4 SUBDIVISION
COVER

TO T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
PHONE (208) 442-8300 WWW.TO-ENGINEERS.COM
BOBBE • CODY • COEUR D'ALENE • HESLER CITY
MERIDIAN • NAMPA • SPOKANE

IF THIS BAR DOES NOT MEASURE
1" ON 2204 SHEET OR 1 1/2" ON
1141 SHEET, THEN DRAWING IS
NOT TO SCALE

DATE: September 30, 2021

PROJECT: 250154

SHEET:

Exhibit C
Utility Corridor

EXHIBIT "C"

PROPOSED UTILITY CORRIDOR



PROPOSED UTILITY CORRIDOR

Memorandum of Understanding - Leading Idaho Local Bridge Program

Between

LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL

And

_____, hereinafter referred to as **LOCAL HIGHWAY JURISDICTION or LHJ**

Purpose:

The purpose of this memorandum is for the Local Highway Technical Assistance Council (LHTAC) and local agencies with bridges in poor or posted condition to apply for award, manage and track projects in the Leading Idaho Local Bridge (LILB) Program. This program is intended to economically and efficiently fully fund local bridges and not serve for local match or supplemental funding on any federally funded projects.

Legal Authority:

Senate Bill 1359 (2022), an appropriations bill, was signed by the Governor on March 16, 2022 funding the Strategic Initiatives Program (Idaho Code 40-719) with up to \$200 Million intended for local bridge maintenance. LHTAC has created a Leading Idaho Local Bridge Program from this legislation.

Procedures:

LHTAC will conduct a two month call for applications from April 11 to June 8, 2022. Local agencies with eligible bridges may apply for a maximum of half of their eligible bridges (rounded up) or two (2) eligible bridges, whichever is most. Applications will be scored on technical information (75%) and local knowledge (25%). The technical information is extracted from bridge inspection reports and bridge locations and the right of way status is reported by the **LHJ**. The **LHJ** will also provide four additional points of information on the importance of the bridge. LHTAC staff and Council will score the applications after the application period closes with LHTAC staff presenting the scores and recommendations to Council in an open meeting.

LHTAC Council will award funding to projects in up to five (5) rounds of funding. LHTAC will implement a bundled award process to accelerate delivery and complete the largest number of highest scoring projects as possible. Project bundling will be utilized throughout all Rounds of funding. The rounds of funding are expected to use the following strategies:

Round 1 – High scoring projects that will have quick delivery and have limited to no barriers such as right-of-way acquisition or environmental complications. Also included in Round 1 will be bridges with low-cost repairs, bridges that have 50% or more design completed, and/or projects that are material purchase only.

Round 2 – High scoring applications that have longer projected delivery timelines.

Round 3 – Strategies to be determined.

Round 4 – Strategies to be determined.

Round 5 – Remaining funding to highest rated projects that funds the most possible projects.

As applications are awarded funding, the responsible **LHJ** will be expected to sign an individual project agreement within thirty (30) days of award by the LHTAC Council. This project agreement will have the details of funding, project roles/responsibilities and reporting milestones used for the project.

Responsibilities:

Under this program LHTAC shall:

Administer the LILB program within the constraints of Idaho Code which includes soliciting for projects, reviewing the merits of applications (scoring), recommending projects and reporting progress at regular intervals.

Specific duties LHTAC will exercise for this program are:

- Overall Administration of projects from advancement of funding to completion of construction;
- Advance projects through a bundling process to increase the number of bridges awarded with the fixed funding level while considering need and use of each bridge;
- Develop a process and select engineering firms for the development of the projects awarded through the LILB program;
- Advertise and award projects through a low-bid process to construction contracting firms or;
- Authorize qualified Local Highway Jurisdictions able to demonstrate experience to self-perform construction. Eligible invoiced expenses will be limited to materials, rental equipment, traffic control, or others approved by LHTAC.

Specific duties **LOCAL HIGHWAY JURISDICTION** will exercise for this program are:

- Prioritize eligible bridges within jurisdiction and apply for funding;
- Present this memorandum and all attachments to the responsible elected officials at an open meeting in compliance with the Idaho Open Meetings requirements (Idaho Code 74-204);
- Provide a list of all applications under this program (Attachment A to this MOU);
- Provide a resolution from the responsible elected officials (Attachment B to this MOU);
- Enter into project agreements with LHTAC within thirty (30) days of award;
- Notify LHTAC in writing, via First Class Mail, Electronic Mail or hand delivered mail, the removal of any application from consideration for program funding or termination of this MOU.
- If eligible, request approval to self-perform construction.

Specific responsibilities will be formalized in each individual project agreement.

Financial Obligations

LOCAL HIGHWAY JURISDICTION will have no financial obligation or commitment on any project until the project is advanced for funding. The details of financial obligations will be contained in the individual project agreement related to future maintenance, additional scope and project termination.

No advance funds, deposits or local match is required for this program. However, if a local sponsor would like to increase the scope of an individual project, this will be addressed during project agreement execution and the **LHJ** will be responsible for any scope beyond the proposed LHTAC scope. Any additional scope that could encroach on delivery schedules may negatively impact the advancement of the project. LHTAC reserves the authority to accept or deny any additional scope proposed by the local agencies. Funds for additional scope will be collected at the execution of the project agreement.

Limitations

Nothing in the Memorandum of Understanding between LHTAC and **LHJ** shall be construed as limiting or expanding the statutory or regulatory responsibilities or authorities of any involved individual in performing functions granted to them by law; or as requiring either entity to expand any sum in excess of its appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the State of Idaho and the United States.

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

Effective Date

This Memorandum shall become effective upon signature of the LHTAC Administrator or delegate and will remain in effect until the termination of this MOU.

Method of Termination

This memorandum may be terminated by **LHJ** at any time prior to the awarding of any project. After awarding of at least one (1) project, this MOU will remain in effect until completion of funded projects.

After awards, **LHJ** may terminate funded projects as outlined in future project agreements and may terminate this MOU if there are no active funded projects listed in Attachment A.

LHTAC may terminate this MOU in the event that all funding has been awarded and no additional funding is authorized by the Idaho Legislature.

This MOU will terminate upon the completion of the LILB program.

Amendments

Amendments to this memorandum shall effective upon mutual agreement and written approval by the LHTAC Administrator or Delegate and the signing authority of **LHJ**.

Signatures

LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL

By _____ Date _____
Administrator or Delegate

Local Agency

By _____ Date _____

Title _____
Mayor, Chairman or Delegate

Attachment A – List of Applications for the Leading Idaho Local Bridge Program

LOCAL HIGHWAY JURISDICTION to provide a list of intended applications including the bridge ID, highway name/number and if applicable bridge name

[illegible]

Attachment B

Leading Idaho Local Bridge Program – Local Highway Jurisdiction Resolution

Res. No _____

WHEREAS, SB 1359 became law on March 16, 2022 appropriating funding for the repair and replacement of local bridges in poor and posted condition; and

WHEREAS, **LOCAL HIGHWAY JURISDICTION** has presented the Leading Idaho Local Bridge Program Memorandum of Understanding at an open meeting in accordance with the Idaho Open Meetings Law; and

WHEREAS, **LOCAL HIGHWAY JURISDICTION** has prepared and presented the listed applications in Attachment A at an open meeting in accordance with the Idaho Open Meetings Law; and

NOW, THEREFORE BE IT RESOLVED, that **LOCAL HIGHWAY JURISDICTION** is granted authority by (BOARD or COUNCIL NAME) to enter in the Leading Idaho Local Bridge Program Memorandum of Understanding with the Local Highway Technical Assistance Council.

I hereby certify that the above is a true copy of a resolution passed at a public meeting held in accordance with the Idaho Open Meetings Law, by LOCAL HIGHWAY JURISDICTION _____ day of _____, 2022

Signed _____ of **LOCAL HIGHWAY JURISDICTION** _____
Seal (Mayor, Chairman, or Delegate) (Signature)



332 N. Broadmore Way
Nampa, ID 83687
Ph: (208) 442-6300 • Fax: (208) 466-0944

T.O ENGINEERS

ADDITIONAL SERVICES AUTHORIZATION

(Please expedite return of signed form.)

DATE: May 26, 2022

Contract/Project No: 220144 Project Name: Middleton Headworks Maintenance
Name of Client: City of Middleton
Address: 500 12th Avenue South
City/State: Middleton, ID Zip Code: 83644 Telephone: (208) 585-3133
Description of Services to be Provided by Consultant: See attached Scope of Work.

T-O Billing Reference Description:

Budget Estimate: \$14,245.00 ☐ T & M (Estimate Only) ☒ T & M (Not to Exceed)
(Additional services are performed on a time and materials basis unless otherwise shown in writing)

Additional Service Requested By: City of Middleton
Additional Service Request Rec'd By: Kasey Ketterling via ☒ Verbal ☒ Written
Special Conditions: See attached Scope.

The Terms and Conditions of the original contract, City of Middleton Headworks Maintenance, dated March 16, 2021, above are incorporated and made a part of this Agreement.

Offered by T-O Engineers (Consultant):

Accepted by Client:

Signature

Date

Signature

Date

Printed Name/Title

Printed Name/Title

Name of Client

- ☒ Work will not proceed until authorization is signed by client
☐ Work will proceed based on Client's verbal and or email authorization



T-O ENGINEERS

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

***ASA #1 - Scope of Services
City of Middleton
May 26, 2022***

Project Number: 220144

Project Name: Middleton 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: \$14,245.00 (T/M NTE)

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. The original 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 Additional Services Authorization, ASA No. 1, scope includes adding a 4th pump to the existing influent Lift Station. The 4th pump will require pump install, associated piping and electrical, and relocation of the existing sampler unit. The City will provide the pump.

General Assumptions:

- a. This work will be added to the bid package being prepared under the original contract.
- b. Electrical connection and verification will be placed on the contractor and is not included in this scope.
- c. Existing spare pump and existing pipe sizing will be utilized, and no capacity or sizing verification is included in this scope.
- d. City staff will assist in bypass design for coordinating impact to the plant.

Scope of Work Services:

Items 1-2 are included in the original contract. Additional work is described below.

1. Specification Document

1.1. Design Plans & Specifications

CONSULTANT will prepare a technical specification and pipe support details for installation of the 4th pump and associated piping, including relocation of existing sampler to a prefabricated 2-foot high pedestal.

CONSULTANT will prepare electrical drawings and specification for the installation of the 4th pump, including associated electrical for the relocation of existing sampler.
(Attachment B - Control Engineers Scope)

2. BID ADMINISTRATION AND SUPPORT

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

ASA Revised Project Schedule

Item	Expected Completion
Signed Contract:	April 7, 2022
Signed ASA Contract:	June 2, 2022
City Submittal:	June 24, 2022
City Approval:	July 8, 2022
Final Plans & Spec:	July 22, 2022
Bid Advertisement:	July 25, 2022
Bid Award:	August 17, 2022
Construction:	August-October

* Assumed timeline based upon City review & approval

Cost of Services:

Services will be billed on a time and materials not-to-exceed (NTE) basis.

Attached is the labor estimate and cost summary (Attachment A).

ATTACHMENT "A"
LABOR ESTIMATE
2022 Middleton Headworks Maintenance - ASA #1

TASK AND DESCRIPTION	Project Manager Engineer	Project Engineer	Design Engineer	Structural Engineer	Survey Project Manager	Surveyor	Clerical	Electrical (sub-contract)	Expenses	subtask	Subtotal
Approx. Employee Hourly Pay Rate	\$225	\$130	\$100	\$130	\$180	\$120	\$70	Fee		Cost	Cost

	Time Estimate - Hours										
1. Specification Document								\$9,650		\$9,650.00	\$12,395
1.1 Design Planas & Specification	1	4	20							\$2,745.00	
2. Bid Aministration and Support								\$1,850		\$1,850.00	\$1,850
2.1 Contract Documents											
2.2 Pre-Bid Meeting											
2.3 Bid Administration											
2.4 Bid Opening											
Total	1	4	20					\$11,500		\$14,245.00	



ATTACHMENT "B"

May 26, 2022

Mr. Nate Runyan
T-O Engineers
332 N. Broadmore Way
Nampa, Idaho 83687

RE: Middleton WWTP HW Maintenance Project Proposal

Dear Nate:

Control Engineers is pleased to provide this proposal for engineering design services in support of the City of Middleton, Idaho Headworks Maintenance Project. Based upon our discussions during our onsite meeting on May 11, 2022 we understand the project scope to include:

- Add (1) 20 HP lift pump #4 at headworks
 - Electrical & controls location plans
 - VFD schematic
 - One-line diagram
 - Generate 480V load list & confirm available utility transformer capacity
 - Add 480V panelboard – existing is full
 - Use old blower building feeder for new panelboard, refeed blower lights
- Relocate influent sampler from NE corner of building to NW
- Replace corroding conduits in HW wet well

Additional services, including PLC and HMI programming, commissioning and startup activities are not included in this proposal, but may be added as engineering services at a later date.

Task	Description	Fee
Design Engineering	All Electrical and Control System Design services for a complete and biddable project.	\$ 9,650
Construction Support	Bid selection support, RFI responses, Submittal Review, Record Documents	\$ 1,850

Thank you for your consideration and please contact me if you have any questions or concerns with this proposal.

Sincerely,

Mike Johnson
Project Manager

Billing Address

City of Middleton
1103 W. Main St.
billing@middletoncity.com
Middleton, ID 83644
UNITED STATES

Delivery Address

City of Middleton
786 Whiffen Lane
Middleton, ID 83644
UNITED STATES

OFFER: 71009846 / V1
Your Reference: Middleton, ID (291901)

Your Reference:

Date printed: 5/18/22
Our Reference: Cedric Anthony
Phone: +1-704-990-2408
Email: Cedric.Anthony@hhusa.net

Customer No.: 114455

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
110/1	24.00	Hour	40001 Labor	150.00	3,600.00 0%
120/1	16.00	Hour	40003 Travel Time	140.00	2,240.00 0%
130/1	1.00	pcs	10000002 Flight	800.00	800.00 0%
130/2	3.00	pcs	10000002 Hotel	125.00	375.00 0%
130/3	3.00	pcs	10000002 Car Rental	100.00	300.00 0%
130/4	3.00	pcs	10000002 Per Diem	65.00	195.00 0%
130/5	1.00	pcs	10000002 Rental Est. **Crane Rental 3 days**	1,500.00	1,500.00 0%
130/6	1.00	pcs	10000002 Freight Est.	1,100.00	1,100.00 0%

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Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
			Gang Box		

Total net	USD	10,110.00
Including Sales Tax	USD	0.00
Total gross	USD	10,110.00

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 90 days
Delivery: prepaid and add
Payment terms: Net 30 days

Best regards

Cedric Anthony
Huber Technology, Inc.

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Aftermarket Sales & Service Rates 2022

Field Service Base Rates

Continental U.S., Mexico and Canada..... \$150.00 per hour
 Outside Continental U.S., Mexico and Canada..... \$226.00 per hour

Training

Product Training..... \$150.00 per hour

Travel

Travel (time)..... \$140.00 per hour
 Mileage..... \$0.58 per mile

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... \$145.00 per hour

Premium Rates

Overtime rate (in excess of 8 hours per day..... \$249.00 per hour
 Standby rate..... Applicable base rate
 Double time rate (Sunday, Holiday, or in excess of 12 hours)..... \$300.00 per hour

Expenses

Travel and accommodations..... Actual cost
 Per Diem..... Business Rate Plan 1.. \$60.00 per day
 High Cost Area Rate 2.. \$70.00 per day
 Service Truck Rate \$80.00 per day
 Materials, Equipment Rental, Supplies..... Actual cost plus 20%
 Laboratory testing..... Actual cost plus 20%

Fees

Visa, work permits, taxes, user fees or special assessments, etc..... Actual cost

Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)..... Actual cost

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Aftermarket Sales & Service Rates 2022

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at \$60.00 per day or \$70.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2022

Hazardous Locations.

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost

break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. Payment is due NET 30 DAYS from the date of invoice.

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

- 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
 - 2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.
- Applicable law.** Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

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Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber part (mechanical or electrical) for a period of:

A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
 2. The replacement part(s) must not be modified or changed in anyway.
 3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications
- Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non- transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber.

Returns will not be accepted past thirty (30) days.

- Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.

• Exception:

The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

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owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s).

warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o o Huber Technology, Inc.
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net



CITY OF MIDDLETON

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



ADMINISTRATION

NON-AERIAL FIREWORKS APPLICATION

REV. 03/19

For retail sale of non-aerial fireworks at temporary fireworks stands within the City of Middleton.
Middleton City Code 1-15-14 and 1-15-14-2 Fireworks.

- Permit fee: \$50.00 for Non-Aerial Vendors Permit.
\$300.00 deposit, bond or letter of credit for prompt removal of structure and cleanup of debris.
- Insurance: Bond or Certificate of insurance is required and must be filed with the City prior to the issuance of permit.
Bond or valid certificate of public liability and property-casualty insurance providing coverage of at least one hundred thousand dollars (\$100,000.00) for personal injury and property damage required.

I. General Information:

Name, Cell Phone, Business Phone, and Address of Applicant:

Scott Thomson (208) 284-9354
3205 Hamilton St. Boise, NR. 83705

Name and Address of Business applicant is representing:

Outlet Fireworks LLC
David Warner 3054 N. 3422 E. Kimberly, ID. 83341

Address of location applicant has permission to sell fireworks; property owner name and phone:

Middleton Village Mall
206 E. Main St. 83644

Applicant/Business Idaho State Sales Tax Permit number:

002568351-5

Date(s) of sale of fireworks: June 24 - July 5, 2022

APPLICANT / BUSINESS REPRESENTATIVE

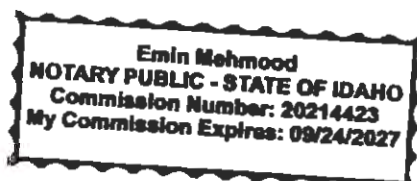
[Signature]
Signature

Date: 4-28-2022

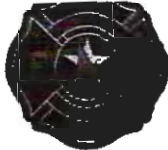
Scott Thomson-Outlet Fireworks LLC - manager
Print name / Business Name and Representative Title

Subscribed and sworn before me this 28th day of April, 2022

(Seal)



Emin Mahmood
Notary Public for the State of Idaho
Residing at: Boise, ID
Commission expires: 09/24/2027



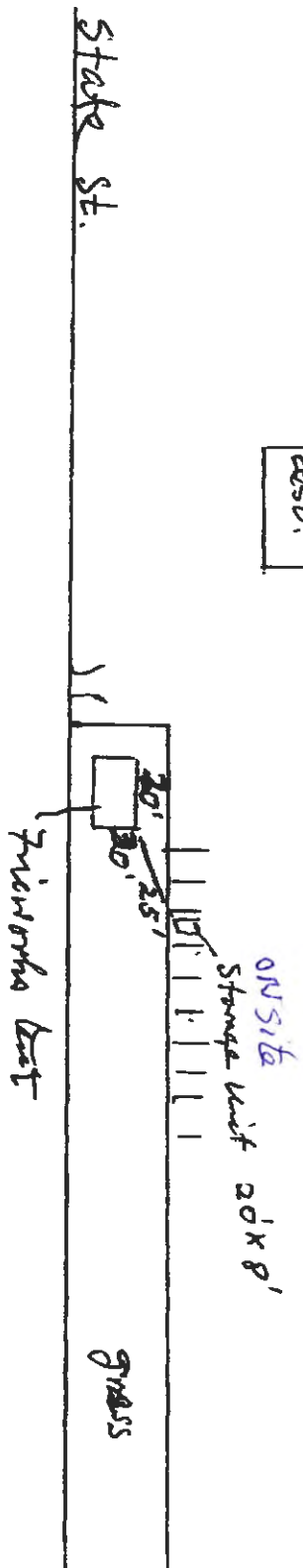
NONAERIAL COMMON FIREWORKS SALES / STORAGE APPLICATION

Operator's Name: <u>Scott Thomson</u>		Date of Birth: <u>3/12/1949</u>
Address: <u>3205 Hamilton St</u>		City: <u>Boice</u> Zip: <u>83705</u>
Phone/Mobile: <u>(208) 284-9354</u>	Email Address: <u>nonifame@msn.com</u>	
Supplier: <u>Outlet Fireworks LLC</u>		Local Rep: <u>Scott Thomson</u>
Address:		City: Zip:
Phone/Mobile:		Email Address:
LOCATION		
Location: <u>Middleton Village Mall 206 E. Main St. 83644</u>		
After-hours Storage Location: <u>on site Storage Container (Steel)</u>		
PERSONNEL LIST		
Name: <u>Scott Thomson</u>	Age: <u>73</u>	Phone: <u>208-284-9354</u>
Name: <u>Wilma Thomson</u>	Age: <u>72</u>	Phone: <u>208-240-5743</u>
Name:	Age:	Phone:
Name:	Age:	Phone:
Name:	Age:	Phone:
ADDITIONAL INFORMATION REQUIRED		
<input type="checkbox"/>	Bond and Certificate: Attach the bond or valid certificate of public liability and property-causality insurance providing coverage up to One Hundred Thousand Dollars (\$100,000) for personal injury and property damage providing coverage at each location.	
<input type="checkbox"/>	Site Map: Attach a detailed site map.	
<input type="checkbox"/>	Product List: Attach a products list to ensure compliance.	
<input type="checkbox"/>	Property Utilization: Attach a written letter of consent from the owner(s) of the property where the temporary tent will be set.	
<input type="checkbox"/>	Fee: Permit/Inspection Fee \$50.00	
APPLICATION ACKNOWLEDGMENT		
I verify that the above information supplied is true and correct and agree to follow the rules and regulations set forth by Fire District.		
Applicant Signature: <u>[Signature]</u>		Date: <u>4-28-2022</u>
FOR OFFICE USE ONLY		
Application & Plans Received: (Date/ By)		Reviewed by Fire Code Official
Permit Fee \$ _____ <input type="checkbox"/> Paid Ck# _____		Authority Having Jurisdiction
Notes:		
<input type="checkbox"/> Bond or Certificate of Insurance <input type="checkbox"/> Site Map <input type="checkbox"/> List of products from supplier	<input type="checkbox"/> Property Utilization <input type="checkbox"/> Information requested verified <input type="checkbox"/> Other: _____	Meets the following: <input type="checkbox"/> Idaho Code <input type="checkbox"/> NFPA <input type="checkbox"/> County/City Code
This application form also serves as a Permit which shall be valid for twelve (12) months from the date of issuance and is nontransferable. This permit for is for the "Retail Sale of Non-Aerial Common Fireworks" herein issued shall be displayed in public view at the location listed above.		<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Fire Code Official:		Permit #

meditation
206 E. Main

MALL

SUNSET
REST.



License Agreement

Middleton Village Partners ("Licensor"), and Outlet Fireworks ("Licensee") hereby agree as follows:

1. **Premise:** Portion of the parking lot located at 206 East Main St. in Middleton, Idaho, also known as the Middleton Village Center, Lot 1.
2. **Purpose:** Licensor is the owner of real property described above. Licensee is seeking consent to use a portion of the property for a Fireworks Stand
3. **Grant of License:** Licensor hereby grants to Licensee a license to use a portion of the property consisting of an area approximately 800 square feet on Lot 1 of the property. ("Licensed Site"). Licensee may not use the Licensed Site for any other purpose.
4. **Rent and Term:** The term of this agreement is for the defined period, commencing June 15, 2022, and expiring July 8, 2022. Licensee shall pay Licensor a total license fee of One Thousand Four Hundred and No/100 (\$1,400.00). A deposit of \$700.00 needs paid, and the remainder due by June 1, 2022. If the gross receipts from sales exceed \$8000.00, Licensee will pay an additional 12% on anything over \$8000.00. Sales receipts to be provided to Licensor by July 8, 2022.
5. **Utilities:** Licensor will provide access to electricity. Licensee shall be responsible for any permit fees, trash pickup and portable restrooms, if necessary. Licensee shall return premises to the same condition in which it was delivered.
6. **Licensor's Liability:** Licensor will not be liable for any damages to the Licensed Site, nor for any injury or damage to any person or property arising from any cause on the Licensed Site as a result of the use of the property by Licensee, its agents, employees, suppliers, or invitees. Licensee will indemnify, defend (and pay all of Licensor's attorney's fees and costs), and hold Licensor harmless against any and all loss, liability, or expense arising out of any such injury or damage.
7. **Insurance:** Licensee shall procure and maintain at all times during the term of this License Agreement, commercial general liability insurance with a minimum combined single coverage of Five Hundred Thousand Dollars (\$500,000.00), naming Licensor as an additional insured thereon. Licensee shall provide Licensor with a Certificate of Insurance evidencing such coverage. Licensee shall be solely responsible for damages or loss to its furnishings, fixtures, and equipment at the Licensed Site.
8. **Binding Effect and Governing Law:** This License Agreement is intended to bind and benefit the parties hereto, their successors, and assigns. The laws of the State of Idaho shall govern it. The License Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof.
9. **Sale or Construction:** This License Agreement may be cancelled by either party upon 60 days written notice in the event of sale of the property, or the

construction of a building on said property that would interfere with the sale of fireworks or be otherwise undesirable to the tenants of the new building. The maximum liability for contingency will be the return of the deposit money for any one year.

10. Additional Terms: Licensee shall meet all State, County, and City codes, requirements, or restrictions at the sole cost and expense of the Licensee. Licensee shall remove all equipment, stands, personal property and litter, if any, from the subject location no later than July 8th, 2022. This contract is void if city permits are denied. If for any reason permits are revoked during the term of this contract the license will pay a prorated share of the site rent based on the number of days they were "open for business." In the event governmental bodies prohibit the selling of fireworks on the Licensed Site, this License agreement shall be come null and void. Lessor will refund any deposits of payments for the current and future years.

Date: April __, 2022

Date: April 26, 2022

Licensor:

Licensee:

Middleton Village Partners

Outlets Fireworks

P.O. Box 9325
Boise, Idaho 83707
Ph: 208-922-8027

Bruce Weaver
1619 Brookfield Ct.
Twin Falls, Idaho 83301
Ph: 208-734-5051

By: 

By: 

As Agent: DS Property Management

Scott Thompson

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
PHONE: (205) 854-5806
FAX: (205) 854-5899

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 250118

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000003209-32-1104

NAMED INSURED Outlet Fireworks LLC
3054 North 3422 East
Kimberly, ID 83341

POLICY TERM April 1, 2022 to April 1, 2023; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: ☒ Occurrence Basis ☐ Claims Made Basis

LIMIT OF LIABILITY \$2,000,000 each occurrence, \$3,000,000 general aggregate, \$3,000,000 products/completed operations aggregate
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS The sale of consumer fireworks (1.4G) and related products at the Insured location.

It is certified that, if named below, this policy includes as Additional Insureds 1) the operator of the Insured location and/or 2) the owner of the property on which the Insured location is situated and/or 3) the licensing authority issuing a permit or license for the operation of the Insured location and/or 4) an entity for which the Named Insured is required by written contract to provide coverage.

**NAME(S) OF
ADDITIONAL INSURED(S)** Middleton Village
Garrett Goldberg
Middleton Village Partners

**THE CITY OF MIDDLETON ITS OFFICIALS, OFFICERS, AGENTS & VOLUNTEERS
WHEN ACTING IN THEIR OFFICIAL CAPACITY.**

**ADDRESS OF
INSURED LOCATION** 206 E Main
Middleton, ID 83644

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

05/01/2022
DATE OF ISSUE


A.J. STRINGER, PRESIDENT