



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

Date: Wednesday March 1, 2023

Time: 5:30 p.m.

Location: **City Hall Council Chambers – 1103 W Main Street**

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

**Action Item:**

- A. Approve Agenda

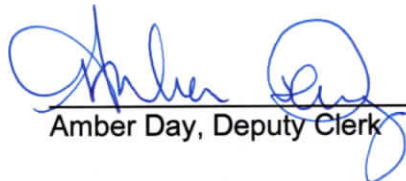
**Action Items:**

1. Consent Agenda (items of routine administrative business)
  - a. Consider approving minutes for City Council February 15, 2023, meeting.
  - b. Consider ratifying payroll for February 24, 2023, in the amount of \$144,053.66.
  - c. Consider approving accounts payable through February 17, 2023, in the amount of \$.128,034.47
  - d. Consider approving the FCO for the Rowe Station Project that was approved on 2/1/2023.
2. Swearing in of new police officer Eric Brown. – Mayor Rule
3. Consider a motion to authorize the Mayor to execute the Notice of Award and enter into a contract with AME Electric, Inc. for the procurement and installation of a backup power generator for the Well 8 site in the amount of \$114,300.00. Mr. VanGilder
4. Consider a motion to authorize the Mayor to execute Change Order 1 with Knife River Construction for the modification of davit poles as necessary for the construction of the Sawtooth Roundabout Project. Mr. VanGilder
5. Consider a motion to authorize the Mayor to execute Change Order 2 with Knife River Construction to work on or adjacent to Tax Parcel 18498000 0 in the construction of the Sawtooth Roundabout. Mr. VanGilder
6. Consider a motion to authorize the Mayor to execute agreements necessary with Idaho Power in amounts up to \$6,239 for the provision of utility power to the Hartley and Sh44 signal. Mr. VanGilder
7. Consider a motion to authorize the Mayor to execute Change Order 7 with La Riviere, Inc. in the amount of \$2,005.58 for changes related to water system necessary for the 30" Hartley Sewer Main Project. Mr. VanGilder
8. Consider a motion to authorize the Mayor to execute Change Order 8 with La Riviere, Inc. in the amount of \$16,799.09 to reconcile estimated contract quantities to the actual quantities installed for the 30" Hartley Sewer Main Project. Mr. VanGilder
9. Consider a motion to authorize the Mayor to execute Change Order 9 with La Riviere, Inc. to address issues related to stabilization rock and liquidated damages associated with the 30" Hartley Sewer Main Project. Mr. VanGilder

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

**Adjourn:**

Posted by:



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Amber Day, Deputy Clerk

Date: February 24, 2023, 5:00 p.m.

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



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**MIDDLETON CITY COUNCIL  
FEBRUARY 15, 2023**

The Middleton City Council Meeting was called to order on February 15, 2023, at 5:32 p.m. by Mayor Steve Rule.

**Roll Call:**

City Council: Council President Kiser, Council Members Huggins, Murray, and O'Meara were present.

Mayor Rule, City Attorney Taylor Yett, Planning & Zoning Official Ms. Stewart, Public Works Director Mr. VanGilder, Treasure Ms. Miles, and Deputy Clerk Ms. Day were present.

**Pledge of Allegiance, Invocation:** Jim Taylor

**Information Items:**

Mr. VanGilder presented update on Sawtooth Lake Drive and Middleton Road Roundabout project.

Ms. Miles presented on the Treasures report and the process of internal controls.

Ms. Stewart reported on the number of past presentations and workshops regarding R-3 "net vs gross" zoning.

**Action Items**

**A. Approve Agenda**

**Motion:** Motion by Council President Kiser to approve Agenda posted February 10, 2023. Motion seconded by Council Member O'Meara and approved Unanimously.

**Action Item:**

1. **Consent Agenda (items of routine administrative business) (*Action Items*)**
  - a. **Consider approving minutes for City Council February 1, 2023, meeting.**
  - b. **Consider ratifying payroll for February 10, 2023, in the amount of \$ 103,451.33.**
  - c. **Consider approving accounts payable through February 03, 2023, in the amount of \$652,574.00.**

Mayor Rule called items and Council President Kiser asked Council if they had questions regarding the accounts payable. Brief discussion between council members.

**Motion:** Motioned by Council President Kiser to approve Consent Agenda Items 1 a, b, & c. Motion seconded by Council Member O'Meara and approved unanimously.

2. **Consider approving an agreement with Republic Services to set a fixed 3.5% price index for five years, accept adjusted rates for residential trash carts and discounted rates for veterans and seniors and setting an effective date of April 1, 2023. - Rachelle Klein, Republic Services.**

Mayor Rule called the item and Ms. Klein and Mr. Bennett presented an agreement with Republic Services to set a fixed 3.5% price index for five years, accept adjusted rates for



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residential trash carts and discounted rates for veterans and seniors and setting an effective date of April 1, 2023.

Mayor Rule asked about getting 3%.

Mr. Bennet could consider 3% but 3.5% is a good percent.

Council Member Murray asked about getting a transfer station.

Mr. Bennet stated that they are working on a couple of options.

Brief Discussion between council members.

**Motion:** Motion by Council President Kist to approve agreement with Republic Services not to exceed 3.5% price index for five years, accept adjusted rates for residential trash carts and discounted rates for veterans and seniors and setting an effective date of April 1, 2023. Motion seconded by Council Member O'Mera.

**Roll Call:** Kiser-Yes, Huggins – Yes, Murray – Yes, and O'Mera – Yes. Approved unanimously.

**3. Consider approving final plat for Carlton Meadows, Phase 1. Ms. Stewart**

Mayor Rule called the item and Planning & Zoning Official Ms. Stewart presented power point of final plat for Carlton Meadows, Phase 1.

**Motion:** Motion by Council President Kiser approving final plat for Carlton Meadows, Phase 1. Motion seconded by Council Member Huggins.

**Roll Call:** Kiser-Yes, Huggins – Yes, Murray – Yes, and O'Mera – Yes. Approved unanimously.

**4. Consider Republic Storage's appeal of a Design Review Permit for four new mini-storage buildings. Ms. Stewart**

Mayor Rule called the item and Planning & Zoning Official Ms. Stewart asked to table Considering Republic Storage's appeal of a Design Review Permit for four new mini-storage buildings until a future date.

**Motion:** Motion by Council President Kiser to table Considering Republic Storage's appeal of a Design Review Permit for four new mini-storage buildings unit set at future date. Motion seconded by Council Member Huggins and approved unanimously.

**Public Comments:**

No Public Comments

**Mayor and Council Comments**

*Huggins:* Asked Treasure Wendy about the internal concepts and the protections that are in place. Also, I will be gone first meeting in May.

*Mayor Rule:* reports down 60% on building permits.

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**Adjourn:** Mayor adjourned the meeting at 6:33 p.m.

ATTEST:

\_\_\_\_\_  
Mayor Steve Rule

\_\_\_\_\_  
Amber Day, Deputy Clerk  
Minutes Approved: March 1, 2023

DRAFT





# Public Notice of Construction

## Middleton Road Roundabout Project

### What is Happening

The City of Middleton is excited to share that after years of planning, construction is about to begin on a roundabout at the Sawtooth Lake Drive and Middleton Road Intersection.

Ultimately, this roundabout will improve access from the Sawtooth Lake's residential areas.

This project is a first step towards re-aligning North and South Middleton Road and alleviating congestion along Main Street.

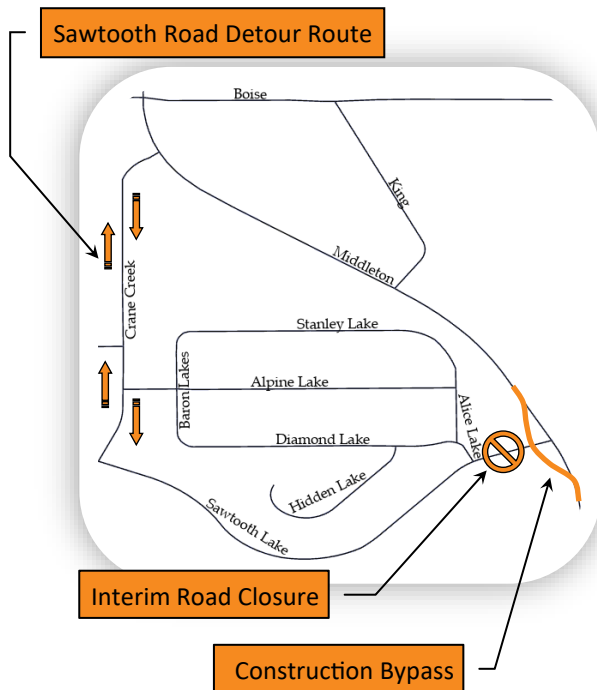


### What We Need

Your **Patience** is what we need most. Construction often means disruption and we expect that here. While construction is underway we will have a temporary bypass keeping traffic moving on Middleton Road but no direct access between Sawtooth Lake Drive and Middleton Road.

We also need everyone using extra **Caution**. The detour routes will be extra congested and there will be construction vehicles in the area. Slow down and let's keep everyone safe.

With everyone's patience we plan to have traffic using the new roundabout by **November 2023!**



### Why a Roundabout?

Roundabouts have proven to be safer, more efficient, and more economical than traffic lights. This is especially so for intersections with extra legs or angled connections.

Although they may take a little getting used to, we expect the ultimate result will be less disruption to everyone's travels.



*For Questions or Concerns please contact City Hall at [citmid@middletoncity.com](mailto:citmid@middletoncity.com) or 208-585-3133.*



# City of Middleton Quarterly Financial Report FY 2023

For 1st Quarter Ended December 31, 2022 (Unaudited)

Fund Description	YTD Expenses	YTD Receipts	Budget	% Rec.	% Exp
<b>GENERAL FUND</b>	<b>\$ 972,463.06</b>	<b>\$ 691,738.95</b>	<b>\$ 4,559,801.00</b>	<b>15.17%</b>	<b>21.33%</b>
Personnel	\$ 530,161.90				
Ops. & Maint.	\$ 409,319.10				
Capital Outlay	\$ 32,982.06				
<b>TRANSPORTATION FUND</b>	<b>\$ 550,592.00</b>	<b>\$ 510,399.09</b>	<b>\$ 4,864,045.00</b>	<b>10.49%</b>	<b>11.32%</b>
Personnel	\$ 86,225.13				
Ops. & Maint.	\$ 133,263.40				
Capital Outlay	\$ 331,103.47				
<b>LIBRARY FUND</b>	<b>\$ 68,211.57</b>	<b>\$ 10,734.99</b>	<b>\$ 303,578.00</b>	<b>3.54%</b>	<b>22.47%</b>
Personnel	\$ 46,234.37				
Ops. & Maint.	\$ 21,977.20				
Capital Outlay	\$ -				
<b>TOTAL</b>	<b>\$ 1,591,266.63</b>	<b>\$ 1,212,873.03</b>	<b>\$ 9,727,424.00</b>	<b>12%</b>	<b>16%</b>

<b>ENTERPRISE FUNDS</b>					
Fund Description	YTD Expenses	YTD Receipts	Budget	% Rec.	% Exp
<b>GARBAGE FUND</b>	<b>\$ 176,987.41</b>	<b>\$ 198,660.25</b>	<b>\$ 728,197.00</b>	<b>27.28%</b>	<b>24.30%</b>
Personnel	\$ -				
Ops. & Maint.	\$ 176,987.41				
Capital Outlay	\$ -				
<b>WATER FUND</b>	<b>\$ 206,782.43</b>	<b>\$ 324,312.38</b>	<b>\$ 2,262,936.00</b>	<b>14.33%</b>	<b>9.14%</b>
Personnel	\$ 84,906.81				
Ops. & Maint.	\$ 84,440.19				
Capital Outlay	\$ 37,435.43				
<b>WASTEWATER FUND</b>	<b>\$ 720,486.61</b>	<b>\$ 770,965.44</b>	<b>\$ 6,244,573.00</b>	<b>12.35%</b>	<b>11.54%</b>
Personnel	\$ 164,405.80				
Ops. & Maint.	\$ 556,080.81				
Capital Outlay	\$ -				
<b>STORM WATER FUND</b>	<b>\$ 6,979.42</b>	<b>\$ 18,891.93</b>	<b>\$ 96,000.00</b>	<b>19.68%</b>	<b>7.27%</b>
Ops. & Maint.	\$ 6,979.42				
Capital Outlay	\$ -				
<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$ 1,111,235.87</b>	<b>\$ 1,312,830.00</b>	<b>\$ 9,331,706.00</b>	<b>14%</b>	<b>12%</b>
<b>IMPACT FUND</b>	<b>\$ -</b>	<b>\$ 99,755.79</b>	<b>\$ 2,236,500.00</b>	<b>4.46%</b>	<b>0.00%</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 2,702,502.50</b>	<b>\$ 2,625,458.82</b>	<b>\$ 21,295,630.00</b>	<b>12.33%</b>	<b>12.69%</b>

Citizens are invited to inspect the detailed supporting records of the above financial statements.

1/31/2023 Wendy Miles

Wendy Miles, Treasurer





## Bureau of Labor Statistics

## CPI for All Urban Consumers (CPI-U)

Series Title	All items in West urban, all urban consumers, not seasonally adjusted
Series ID	CUUR0400SA0
Seasonality	Not Seasonally Adjusted
Survey Name	CPI for All Urban Consumers (CPI-U)
Measure Data Type	All items
Area	West
Item	All items
Link	<a href="https://beta.bls.gov/dataViewer/view/timeseries/CUUR0400SA0">https://beta.bls.gov/dataViewer/view/timeseries/CUUR0400SA0</a>

Year	Period	Label	Observation Value
2020	M01	2020 Jan	273.340
2020	M02	2020 Feb	274.412
2020	M03	2020 Mar	273.995
2020	M04	2020 Apr	272.913
2020	M05	2020 May	273.062
2020	M06	2020 Jun	274.155
2020	M07	2020 Jul	275.597
2020	M08	2020 Aug	276.443
2020	M09	2020 Sep	276.422
2020	M10	2020 Oct	276.876
2020	M11	2020 Nov	276.875
2020	M12	2020 Dec	276.593
2021	M01	2021 Jan	277.238
2021	M02	2021 Feb	278.702
2021	M03	2021 Mar	280.625
2021	M04	2021 Apr	283.507
2021	M05	2021 May	285.793
2021	M06	2021 Jun	288.263
2021	M07	2021 Jul	289.863
2021	M08	2021 Aug	290.393
2021	M09	2021 Sep	291.053
2021	M10	2021 Oct	293.397
2021	M11	2021 Nov	294.986
2021	M12	2021 Dec	296.102
2022	M01	2022 Jan	298.705
2022	M02	2022 Feb	301.158
2022	M03	2022 Mar	305.082
2022	M04	2022 Apr	307.145
2022	M05	2022 May	309.645
2022	M06	2022 Jun	313.496
2022	M07	2022 Jul	313.951
2022	M08	2022 Aug	314.013
2022	M09	2022 Sep	315.094
2022	M10	2022 Oct	317.299

Bureau of Labor Statistics

2022	M11	2022 Nov	315.919
2022	M12	2022 Dec	314.599

**Rolling 12 Month Avg** **8.01%**

**CPI Values:**

December 31, 2021 YTD	3449.922
December 31, 2022 YTD	3726.106
Change in CPI	276.184

**CPI Price Increase for April 1, 2022 =  $276.184/3449.922 = 8.01\%$**



**Middleton City Rates**  
**\*Billed Monthly by Middleton City**  
**Billed Monthly by Republic Services**  
**Monthly Rates Effective 04/01/23**

**Commercial Solid Waste Carts**

Frequency	Delivery	Extra	1 Cart	2 Carts	3 Carts	4 Carts	5 Carts	6 Carts
1 x week	14.39	16.35	24.22	41.18	58.18	75.19	92.20	109.18

**Commercial Perm Solid Waste**

Size	Delivery	Extra	1 x month	EOW	1 x week	2 x week	3 x week	4 x week	5 x week
3	36.28	42.77	77.57	93.35	101.33	156.84	217.52	267.76	322.97
6	36.28	71.50	not available	118.45	156.29	274.57	375.05	497.76	620.55
8	36.28	86.49	not available	159.26	192.44	317.49	422.34	541.40	668.63

**Commercial Temp Solid Waste**

Size	Delivery	Dump	Monthly Rent	Daily Rent	Tax on Rent
3	36.75	40.86	30.77	1.01	6%

**Industrial Solid Waste**

Size	Delivery	Haul	MSW per Ton	C&D per Ton	Concrete per Ton	Wood per Ton	Asbestos Haul	Asbestos per Ton	Monthly Rent Taxable at 6%
20	50.99	220.44	14.50	34.00	21.75	12.00	297.43	50.00	119.06
30	50.99	220.44	14.50	34.00	21.75	12.00	297.43	50.00	119.06
40	50.99	220.44	14.50	34.00	21.75	12.00	297.43	50.00	119.06
Compactors	-	262.92	14.50	-	-	-	-	-	-

**Screen Tops (Lids) are \$38.36 per month**

**\*Residential Solid Waste & Recycling  
Includes One Recycling Cart**

Regular 1 95 Gallon Cart	19.85
Regular 1 65 Gallon Cart	18.25
Regular 1 48 Gallon Cart	16.88
Senior Citizen/Veteran 1 95 Gallon Cart	13.31
Senior Citizen/Veteran 1 65 Gallon Cart	11.89
Senior Citizen/Veteran 1 48 Gallon Cart	10.69
Carryout/Drive-In 1 95 Gallon Cart	33.65
Carryout/Drive-In 1 65 Gallon Cart	32.05
Carryout/Drive-In 1 48 Gallon Cart	30.68
1 Additional Solid Waste Cart	4.35
2 Additional Solid Waste Carts	6.49
3 Additional Solid Waste Carts	8.63
4 Additional Solid Waste Carts	10.77
5 Additional Solid Waste Carts	12.92
Each Additional Recycling Cart	2.14
<b>**There is no discount if the customer chooses not to recycle**</b>	
<b>Residential Organics</b>	
Regular 1 95 Gallon Cart	7.69
Each Additional Compost Cart	2.14

**Miscellaneous**

Additional Service Per Yard - 5 Minutes	17.98
Additional Service Per Hour	215.76
Appliance (Freon)	62.75
Appliance (Non-Freon)	31.76
Bulky Item	21.46
Commercial Late Cans	15.88
Commercial Lid Lock Installation	48.55
Commercial Lock & Key (First)	0.00
Commercial Lock & Key (Additional)	33.01
Commercial Relocation	36.28
Industrial Dry Run	50.99
Industrial Relocation	50.99
Industrial Turnaround Charge	19.14
Lid Lock Monthly Rental	0.00
Pressure Wash - Industrial Compactor	255.26
Pressure Wash - Industrial Open Top	214.03
Residential Extra Pickup	15.88
Residential Late Cans	15.88
Unlock Fee (Per Month) For Customer Owned Locking Mechanism	14.86

Commercial Recycling Carts								
Frequency	Delivery	Extra	1 Cart	2 Carts	3 Carts	4 Carts	5 Carts	6 Carts
1 x week	14.39	9.40	17.30	22.75	28.21	33.64	39.08	44.52

Commercial Recycling									
Size	Delivery	Extra	1 x month	EOW	1 x week	2 x week	3 x week	4 x week	5 x week
3	34.77	20.32	not available	62.24	92.27	173.80	255.34	394.96	not available
6	34.77	33.14	not available	100.29	124.71	216.38	316.18	413.35	not available
8	34.77	45.38	not available	not available	164.69	286.55	398.52	523.78	not available

Industrial Recycling					
Size	Delivery	Haul	Monthly Rent	Daily Rent	Tax on Rent
20	48.77	154.60	120.02	3.95	6%
30	48.77	154.60	138.74	4.56	6%
40	48.77	154.60	157.64	5.18	6%
Compactors	-	154.60	-	-	-
Screen Tops (Lids) are <b>\$38.36</b> per month					

















# Carlton Meadow Subdivision No. 1

A RE-SUBDIVISION OF A PORTION OF BIGELOW SUBDIVISION. A PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF MIDDLETON, CANYON COUNTY, IDAHO.

2022

## Legend

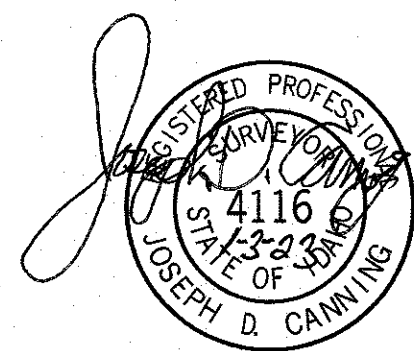
	SUBDIVISION BOUNDARY LINE
	LOT LINE
	SECTION LINE
	STREET CENTERLINE
	5' WIDE PUBLIC UTILITY AND IRRIGATION EASEMENT
	10' WIDE PUBLIC UTILITY AND IRRIGATION EASEMENT
	CANYON COUNTY WATER COMPANY EASEMENT
	15' WIDE IRRIGATION EASEMENT
	ADJOINING PROPERTY LINE
	LOT NUMBER
	CALCULATED POINT, NOT FOUND OR SET
	WITNESS CORNER
	NORTH QUARTER CORNER
	NORTHEAST SECTION CORNER

## Survey Narrative

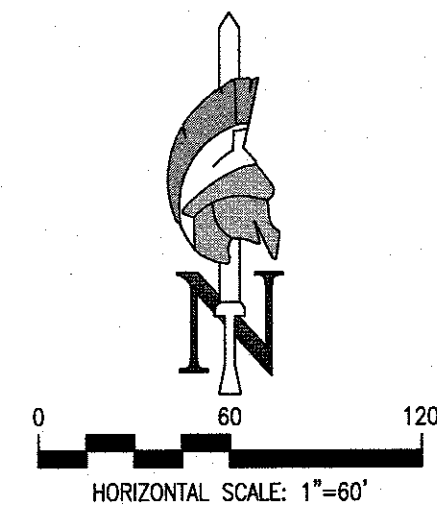
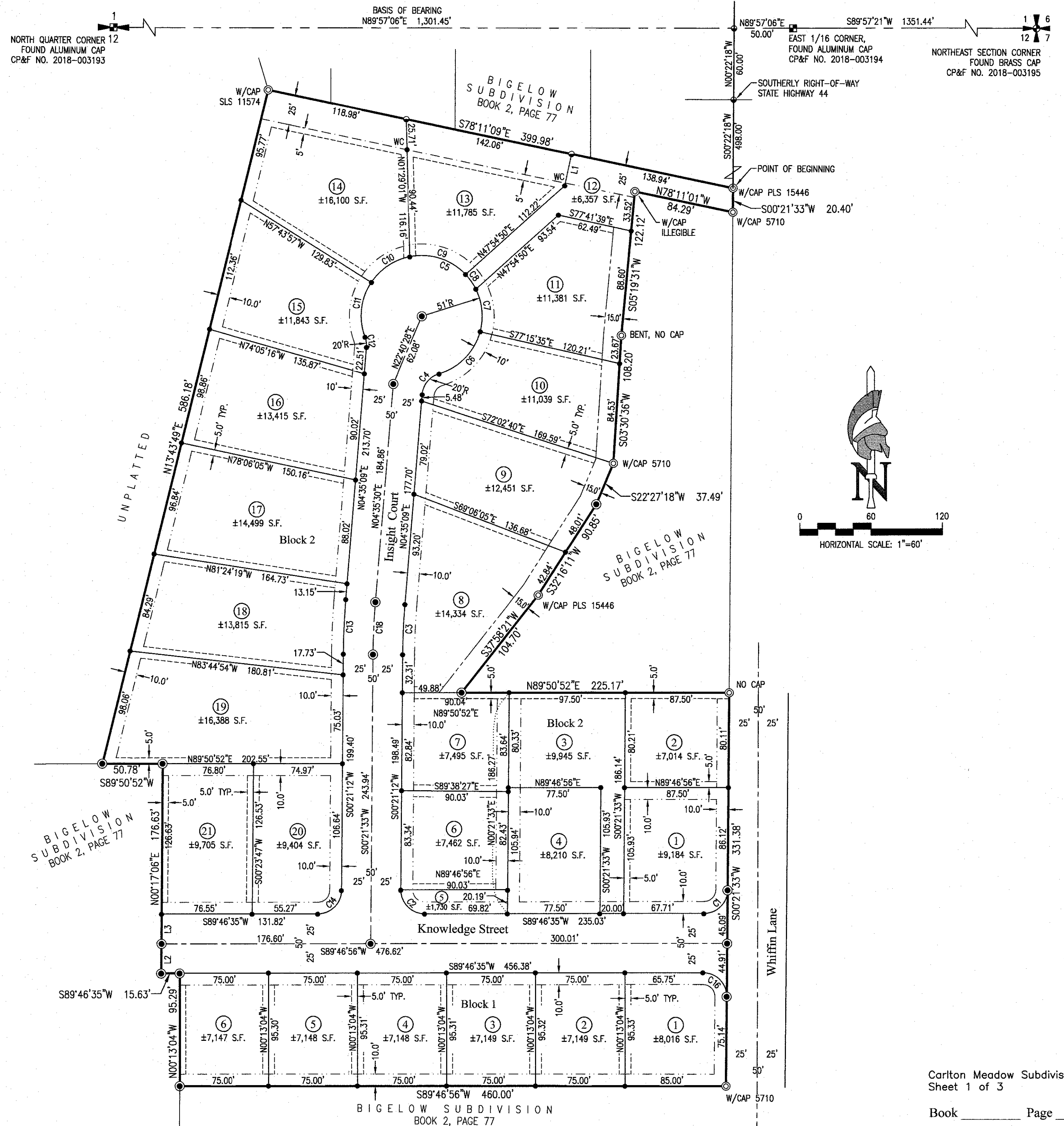
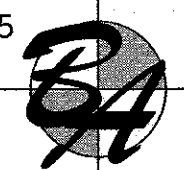
THE PURPOSE IS TO CREATE PHASE ONE OF CARLTON MEADOW SUBDIVISION.

THE BOUNDARY HAS BEEN ESTABLISHED FROM PRIOR RECORD OF SURVEYS/SUBDIVISIONS AND RECOVERED MONUMENTS PER THE FOLLOWING DOCUMENTS:

BIGELOW'S SUBDIVISION  
ROS NO. 200519700  
ROS NO. 2018-014638  
ROS NO. 2020-005126  
ROS NO. 2007017603  
ROS NO. 2018-057310  
ROS NO. 2014-022132



**CENTURION | B&A ENGINEERS, INC.**  
Consulting Engineers, Land Surveyors, Planners  
2323 S. Vista Ave. Ste. 206 | Boise, ID 83705  
208.343.3381 | www.centengr.com





# Carlton Meadow Subdivision No. 1

Line Table		
LINE	BEARING	DISTANCE
L1	N11°48'51"E	27.31'
L2	N0°17'06"E	24.76'
L3	N0°17'06"E	25.24'

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD DIST.
C1	31.21	20.00	89.42	N45°04'04"E	28.14
C2	31.62	20.00	90.58	S44°56'07"E	28.43
C3	42.48	575.00	4.23	S2°28'10"W	42.47
C4	24.00	20.00	68.75	S38°57'42"W	22.58
C5	243.81	51.00	273.90	N63°36'50"W	69.63
C6	51.84	51.00	58.24	N44°13'02"E	49.64
C7	36.93	51.00	41.49	N5°38'56"W	36.13
C8	15.17	51.00	17.05	N34°55'08"W	15.12
C9	51.65	51.00	58.02	N72°27'15"W	49.47
C10	40.13	51.00	45.09	S55°59'27"W	39.10
C11	48.08	51.00	54.01	S6°26'29"W	46.32
C12	8.78	20.00	25.15	N7°59'23"W	8.71
C13	46.17	718.36	3.68	S2°28'10"W	46.16
C14	31.21	20.00	89.42	N45°03'53"E	28.14
C16	31.62	20.00	90.58	N44°55'56"W	28.43

## Notes

- IRRIGATION WATER WILL BE PROVIDED BY CANYON COUNTY WATER CO. IN COMPLIANCE WITH IDAHO CODE SECTION §31-3805(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION RIGHTS THROUGH, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM SAID IRRIGATION DISTRICT.
- ALL REFERENCES TO HOMEOWNERS' ASSOCIATION HEREON ARE TO THE CARLTON MEADOW SUBDIVISION HOMEOWNERS' ASSOCIATION AND THE OWNERS OF THE LOTS, WITHIN SAID SUBDIVISION, JOINTLY PURSUANT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, RECORDED AS INSTRUMENT NO. \_\_\_\_\_, AS AMENDED AND AS MAY BE AMENDED FROM TIME TO TIME.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MIDDLETON AT THE TIME OF BUILDING PERMIT ISSUANCE.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
- LOTS 4, 5, 8 AND 12, BLOCK 2 ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. THE HOMEOWNERS' ASSOCIATION (HOA), ITS OWNERSHIP, AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT EXPRESS WRITTEN CONSENT FROM THE CITY OF MIDDLETON, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION, AS DETERMINED BY THE CITY OF MIDDLETON. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT.
- LOT 4, BLOCK 2, AND LOT 8, BLOCK 2, ARE SUBJECT TO A BLANKET CITY OF MIDDLETON UTILITY AND STORM DRAINAGE EASEMENT.
- ALL EASEMENTS ARE PARALLEL (OR CONCENTRIC) TO THE LINES (OR ARCS) THAT THEY ARE DIMENSIONED FROM UNLESS OTHERWISE NOTED.
- PUBLIC UTILITIES, WATER, SEWER AND IRRIGATION EASEMENTS ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF SAID FACILITIES ARE AS SHOWN AND DIMENSIONED HEREON.
- MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE, OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
- CANYON COUNTY WATER CO. HOLDS AN EASEMENT 25-FEET ON EITHER SIDE OF THE TOP OF BANK OF THE EXISTING IRRIGATION CANAL. SAID EASEMENT RUNS THROUGH THE REAR OF LOTS 12, 13 AND 14, BLOCK 2. SAID EASEMENT IS SHOWN HEREON.
- A BLANKET PUBLIC UTILITY, CANYON COUNTY WATER COMPANY, IRRIGATION AND PEDESTRIAN FACILITIES EASEMENT IS RESERVED ON LOT 12, BLOCK 2.
- ANY FENCES, LANDSCAPING OR ANY OTHER STRUCTURES INSTALLED IN AN EASEMENT AREA MAY BE REMOVED BY THE CITY OF MIDDLETON AND UTILITY COMPANIES AND REPLACED AT THE LANDOWNER'S EXPENSE.
- THE HOMEOWNER'S ASSOCIATION (HOA), OWNS AND MANAGES THE COMMON AREAS WHICH INCLUDES STORMWATER FACILITIES SUCH AS BASINS AND SWALES. A PLAN FOR OPERATION, MAINTENANCE, AND REPAIR OF STORMWATER FACILITIES (O&M PLAN) HAS BEEN PREPARED FOR ALL STORMWATER FACILITIES MAINTAINED BY THE HOA. THE O&M PLAN SHALL BE RECORDED WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S). THE O&M PLANS SHALL BE USED FOR MAINTENANCE AND OPERATION OF THE STORMWATER FACILITIES.
- ALL LOTS HAVE A PERMANENT EASEMENT FOR PUBLIC/PRIVATE UTILITIES AND PEDESTRIAN WALKWAYS OVER THE 10 FEET ADJACENT TO ANY PUBLIC RIGHT-OF-WAY. THE EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACE DRIVEWAYS AND WALKWAYS TO THE LOT.
- UNLESS OTHERWISE SHOWN AND DIMENSIONED, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC/PRIVATE UTILITIES, DRAINAGE, AND IRRIGATION OVER THE 5-FEET ADJACENT TO ANY INTERIOR LOT LINE AND OVER 10-FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.

## Certificate of Owners

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IS THE OWNER OF A CERTAIN TRACT OF LAND TO BE KNOWN AS CARLTON MEADOW SUBDIVISION NO. 1, AND THAT IT INTENDS TO INCLUDE THE FOLLOWING DESCRIBED LAND IN THIS PLAT:

A PARCEL OF LAND SITUATE IN THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ALSO BEING WITHIN A PORTION OF BLOCKS 7, 10 AND 11 OF BIGELOW'S SUBDIVISION, AS SHOWN IN BOOK 2 OF PLATS AT PAGE 77, RECORDS OF CANYON COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/16 CORNER COMMON TO SECTIONS 1 AND 12, MONUMENTED WITH AN ALUMINUM CAP, FROM WHICH THE SECTION CORNER OF SECTIONS 1, 6, 7 AND 12 OF SAID TOWNSHIP 4 NORTH, RANGE 3 WEST AND TOWNSHIP 4 NORTH, RANGE 2 WEST BEARS NORTH 89°57'21" EAST, 1,351.44 FEET, MONUMENTED WITH A BRASS CAP; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID SECTION 12, SOUTH 89°57'06" WEST, 50.00 FEET; THENCE SOUTH 00°22'18" WEST, 60.00 FEET, PARALLEL WITH THE EASTERLY BOUNDARY LINE OF SAID WEST ONE-HALF OF THE NORTHEAST QUARTER TO A POINT, MARKING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF WHIFFIN LANE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 44; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°22'18" WEST, 498.00 FEET TO AN IRON PIN MARKING THE NORTHEAST CORNER OF SAID BLOCK 7, WHICH IS ALSO THE POINT OF BEGINNING.

THENCE ALONG THE COMMON BOUNDARY LINE OF SAID RIGHT-OF-WAY LINE AND THE EASTERLY BOUNDARY LINE OF SAID BLOCK 7, SOUTH 00°21'33" WEST, 20.40 FEET TO AN IRON PIN MARKING THE NORTHEAST CORNER OF THE LAND DESCRIBED IN WARRANTY DEED, INSTRUMENT NO. 9318635, CANYON COUNTY RECORDS;

THENCE LEAVING SAID COMMON BOUNDARY LINE, NORTH 78°11'01" WEST, 84.29 FEET (FORMERLY NORTH 78°34'00" WEST) ALONG THE NORTHERLY BOUNDARY LINE OF SAID WARRANTY DEED TO AN IRON PIN MARKING THE NORTHWEST CORNER OF SAID WARRANTY DEED;

THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID WARRANTY DEED, SOUTH 05°19'31" WEST, 122.12 FEET (FORMERLY SOUTH 04°58'00" WEST) TO AN IRON PIN, MARKING THE SOUTHWEST CORNER OF SAID WARRANTY DEED;

THENCE LEAVING SAID WARRANTY DEED, SOUTH 03°30'36" WEST, 108.20 FEET TO AN IRON PIN;

THENCE SOUTH 22°27'18" WEST, 37.49 FEET;

THENCE SOUTH 32°16'11" WEST, 90.85 FEET;

THENCE SOUTH 37°58'21" WEST, 104.70 FEET;

THENCE NORTH 89°50'52" EAST, 225.17 FEET TO THE WESTERLY RIGHT-OF-WAY OF WHIFFIN LANE;

THENCE ALONG THE COMMON BOUNDARY LINE OF SAID RIGHT-OF-WAY LINE AND THE EASTERLY BOUNDARY LINE OF SAID BLOCK 10, SOUTH 00°21'33" WEST, 331.38 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 11;

THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID BLOCK 11 AND LAND DESCRIBED IN QUITCLAIM DEED INSTRUMENT NO. 200127691, SOUTH 89°46'56" WEST, 460.00 FEET;

THENCE NORTH 00°13'04" WEST, 95.29 FEET;

THENCE SOUTH 89°46'35" WEST, 15.63 FEET;

THENCE NORTH 0°17'06" EAST, 176.63 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID BLOCK 10;

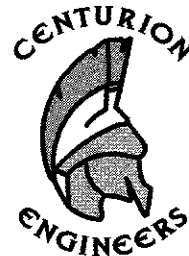
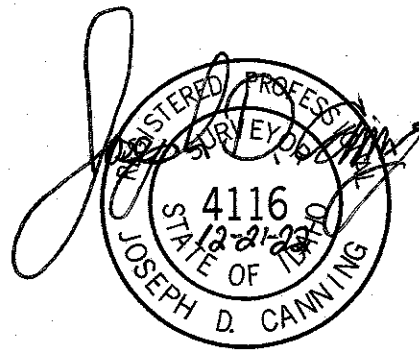
THENCE ALONG SAID NORTHERLY BOUNDARY SOUTH 89°50'52" WEST, 50.78 FEET TO AN IRON PIN;

THENCE LEAVING THE NORTHERLY BOUNDARY LINE OF SAID BLOCK 10, NORTH 13°43'49" EAST, 586.18 FEET (FORMERLY 579.5 FEET) ALONG THE WESTERLY BOUNDARY LINE OF SAID BLOCK 7 TO AN IRON PIN MARKING THE NORTHWEST CORNER OF SAID BLOCK 7;

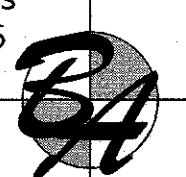
THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID BLOCK 7, SOUTH 78°11'09" EAST, 399.98 FEET TO THE POINT OF BEGINNING.

COMPRISING 7.41 ACRES, MORE OR LESS.

See Sheet 3 for Certificate of Owners Signature



**CENTURION | B&A ENGINEERS, INC.**  
Consulting Engineers, Land Surveyors, Planners  
2323 S. Vista Ave. Ste. 206 | Boise, ID 83705  
208.343.3381 | www.centengr.com



Carlton Meadow Subdivision No. 1

Certificate of Owners Signature

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC; THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USED SAID EASEMENTS IS HEREBY RESERVED FOR THE USES SPECIFICALLY DEPICTED ON THE PLAT, AND FOR ANY OTHER PURPOSES DESIGNATED HEREON. THE OWNER CERTIFIES THAT ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM THE CITY OF MIDDLETON AND THAT THE CITY HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THIS SUBDIVISION.

IN WITNESS WHEREOF: I HAVE HEREUNTO SET MY HAND ON THIS 3 DAY OF August 2022.

AG EHC II (LEN)  
AG ESSENTIAL HOUSING MULTI STATE 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
BY: Essential Housing  
ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,  
ITS AUTHORIZED AGENT

BY: Steven S. Benson  
STEVEN S. BENSON, ITS MANAGER

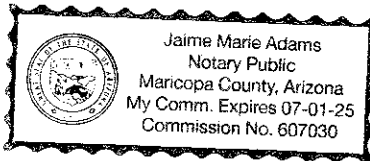
Acknowledgment

STATE OF Arizona )  
COUNTY OF Maricopa )SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3 DAY OF August, IN THE YEAR OF 2022, BY STEVEN S. BENSON, THE MANAGER OF ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG ESSENTIAL HOUSING MULTI STATE 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF. AG EHC II (LEN)

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

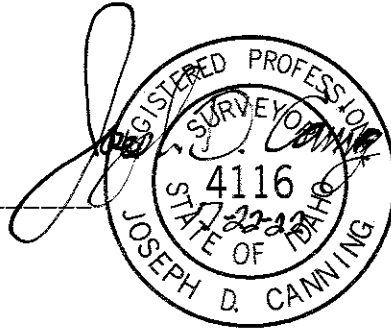
Jaime Marie Adams  
NOTARY PUBLIC FOR IDAHO - Arizona  
RESIDING IN Maricopa County  
MY COMMISSION EXPIRES 07/01/2025



Certificate of Surveyor

I, JOSEPH D. CANNING, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF CARLTON MEADOW SUBDIVISION NO. 1, AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND ACCURATELY AND CORRECTLY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

SURVEYOR



Approval of Southwest District Health

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QPE) REPRESENTING THE CITY OF MIDDLETON AND THE QPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

Jack Nygard  
SOUTHWEST DISTRICT HEALTH, REHS  
09/16/2022  
DATE

Approval of City Engineer

I, THE UNDERSIGNED, CITY ENGINEER, IN AND FOR THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, DO HEREBY APPROVE THIS PLAT.

MIDDLETON CITY ENGINEER  
DATE  
BY:

Certificate of County Surveyor

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR, FOR CANYON COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE, TITLE 50, CHAPTER 13 RELATING TO PLATS AND SURVEYS.

DAVID R. KILBERT  
CANYON COUNTY SURVEYOR UNDER ID 50-1305  
NAME: DAVID R. KILBERT PE/PLS 2659  
10/17/22  
DATE

Certificate of County Treasurer

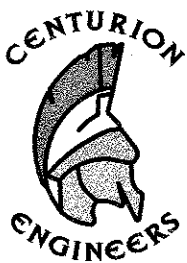
I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, STATE OF IDAHO, PER REQUIREMENTS OF IDAHO CODE §50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATE IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

CANYON COUNTY TREASURER  
DATE

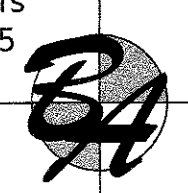
Approval of City Council

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF MIDDLETON, IDAHO, DO HEREBY CERTIFY THAT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE DAY OF 2022

CITY CLERK, MIDDLETON, IDAHO



CENTURION | B&A ENGINEERS, INC.  
Consulting Engineers, Land Surveyors, Planners  
2323 S. Vista Ave. Ste. 206 | Boise, ID 83705  
208.343.3381 | www.centengr.com





**DATE:** February 10, 2023  
**TO:** Roberta Stewart, Planner  
**Cc:** Joe Canning PE/PLS  
**FROM:** Civil Dynamics PC, City Engineer *Amy Woodruff*  
Amy Woodruff, PE  
**RE:** Carlton Meadow Subdivision No. 1  
FINAL PLAT RECOMMENDATION OF APPROVAL

---

Thank you for the opportunity to review the above captioned final plat. All work is complete and in place except the items for which surety/bond have been submitted to the City. The plat appears to generally meet the requirements of Middleton City Code and common platting practices.

It is recommended the City of Middleton approve the Carlton Meadow Subdivision No 1 final plat.



## Public Comment Sign In

City Council - February 15, 2023

	Name	Address	Phone or Email	Topic/Agenda Item #
1				
2				
3				
4				
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10				





## **Middleton City Council**

### **Findings of Facts, Conclusions of Law & Order**

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**In the Matter of the applications of Rowe Sanderson/Crown Capital Holdings, LLC and Matrix Engineering, Inc., for annexation/rezone and development agreement with respect to the Rowe Station project located at 24625 Middleton Road, Middleton, Idaho (Tax Parcel No. R3756400):**

#### **A. Findings of Fact:**

1. Hearing Facts: See Staff Report for the hearing date of February 1, 2023, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.
2. Process Facts: See Staff Report for the hearing date of February 1, 2023, Exhibit "A".
3. Application and Property Facts: See Staff Report for the hearing date of February 1, 2023, Exhibit "A".
4. Required Findings per Idaho State Statue Title 67, Chapter 65, Idaho Standards for Public Works Construction and Middleton Supplement thereto, Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3 & 5-4 and Title 50, Chapters 2 and 13: See Staff Report for the hearing date of February 1, 2023, Exhibit "A".

#### **B. Conclusions of Law:**

1. That the City of Middleton has exercised the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. That due consideration has been given to the comments received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction, comments received from individuals of the public, and comments from City Planning Staff and City Engineer.
3. That notice of the application and public hearing was given according to law.
4. That City Council's public hearing was conducted according to law, and City has kept a record of the application and related documents.
5. That codes and standards pertinent to the application are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, and Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4 and Idaho Code Idaho Code Title 67, Chapter 65 and Idaho Code Title 50, chapters 2 and 13.

6. That public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
7. That this order is subject to the Conditions of Approval set forth in the attached Staff Report for the hearing date of February 1, 2023 (Exhibit "A").
8. That codes and standards pertinent to the application are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4 and Idaho Code Title 67, Chapter 65 and Idaho Code Title 50, chapters 2 and 13.

**C. Decision & Order:**

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

1. The application of Rowe Sanderson/Capital Crown Holdings, LLC & Matrix Engineering, Inc., for annexation and rezone of the Rowe Station project parcel is approved subject to the conditions of approval set forth in the Staff Report for the February 1, 2023, public hearing.
2. The application of Rowe Sanderson/Capital Crown Holdings, LLC & Matrix Engineering, Inc., for development agreement regarding the Rowe Station project parcel is approved subject to the conditions of approval set forth in the Staff Report for the February 1, 2023, public hearing.

WRITTEN ORDER APPROVED ON: \_\_\_\_\_, 2023.

\_\_\_\_\_  
Steven J. Rules  
Mayor, City of Middleton

Attest:

\_\_\_\_\_  
Roberta Stewart  
Planning and Zoning Official

***Please take notice that pursuant to MCC 1-14-2(E)(10), applicant shall have 14 days after a signed final decision to request reconsideration by the final-decision maker. Such request must identify specific deficiencies in the final decision. Failure to request reconsideration***



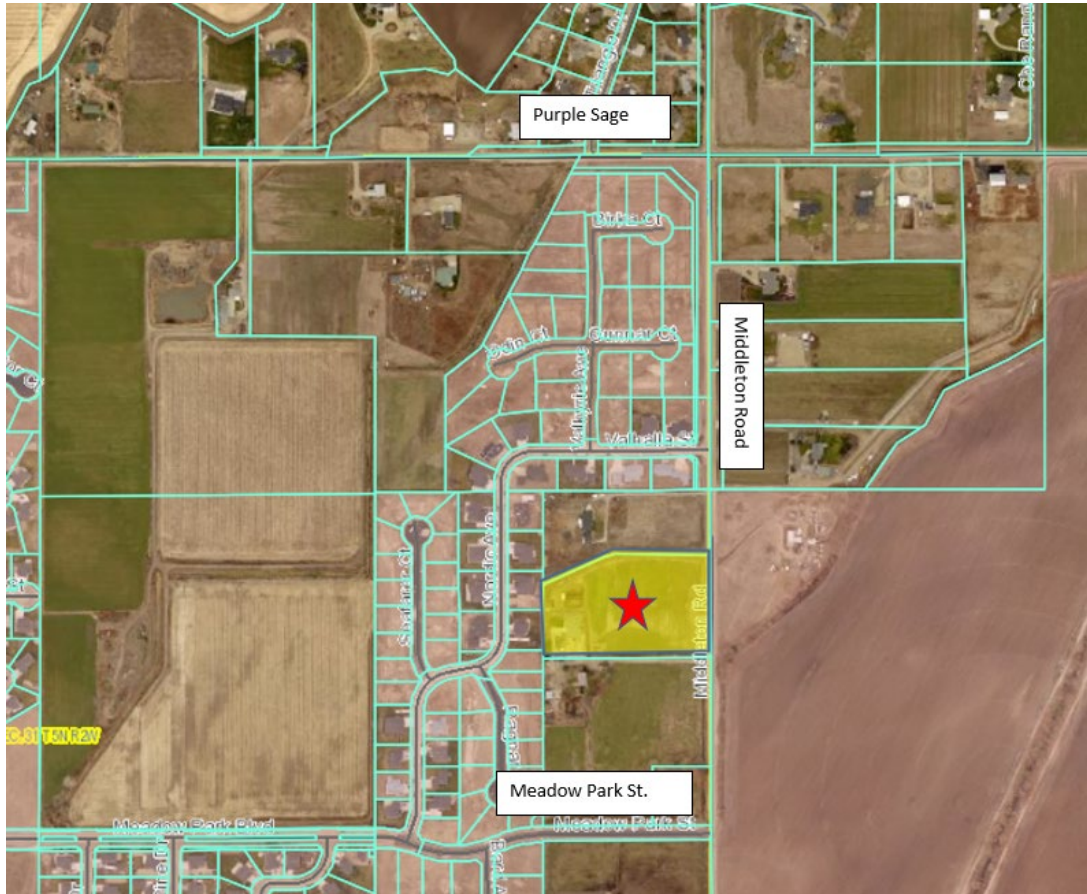
***may invalidate a subsequent judicial appeal. Additionally, pursuant to Idaho State Statute 67-6521, any affected person aggrieved by a final decision may, within 28 days after all remedies have been exhausted under local ordinances, seek judicial review as provided in chapter 52, Title 67.***

***Additionally, please take notice that Applicant has a right to request a regulatory taking analysis pursuant to Idaho State Statute section [67-8003](#).***



## STAFF REVIEW AND REPORT Middleton City Council

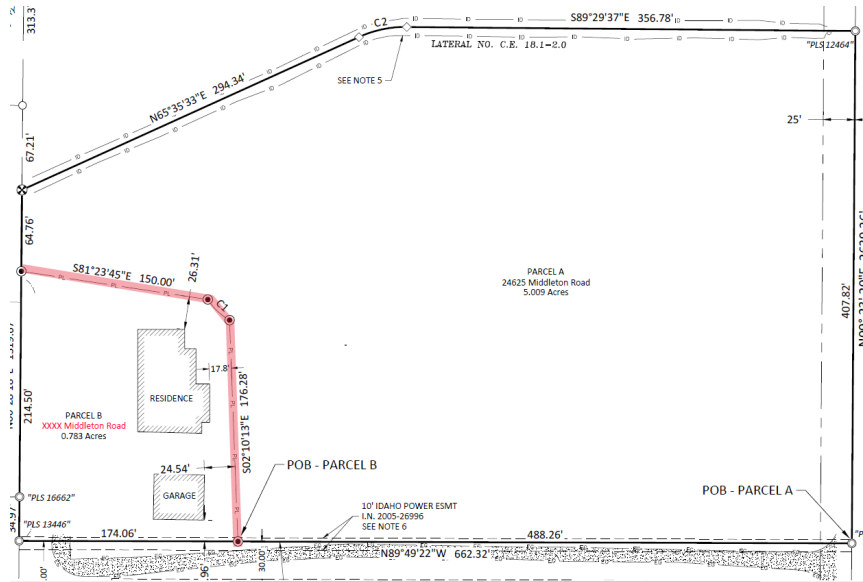
### Rowe Station Project Vicinity



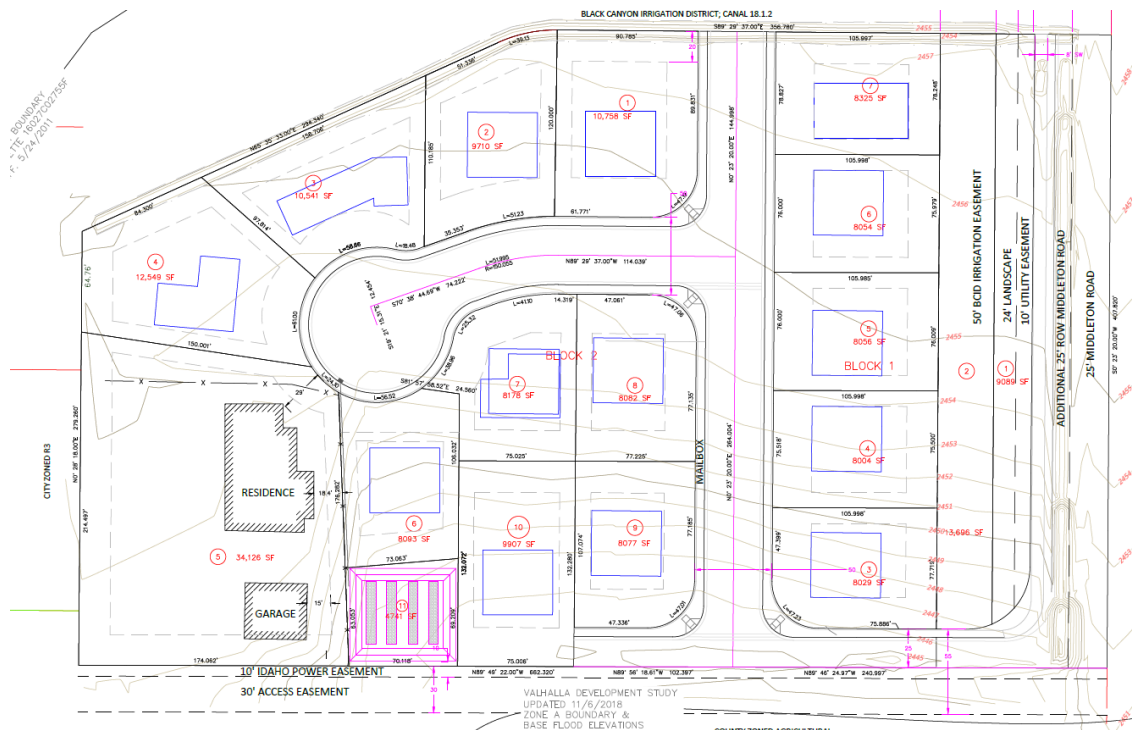
- A. City Council Public Hearing Date:** February 1, 2023
- B. Project Description & Conditions:** The project parcel is located at 24625 Middleton Road (Tax Parcel No. R3756400). It is currently located in Canyon County and is zoned "Agricultural." The parcel is approximately six acres and contains an existing homesite.

Applicant is requesting that the property be annexed into the City of Middleton and rezoned to R-3 (single family residential). If the application is approved, Applicant will pursue an administrative lot line adjustment to split the parcel into two parcels. The parcel containing the existing homesite will be approximately .75 acres, and it will be eligible for sale after the lot split. The remaining parcel will be approximately 5 acres.

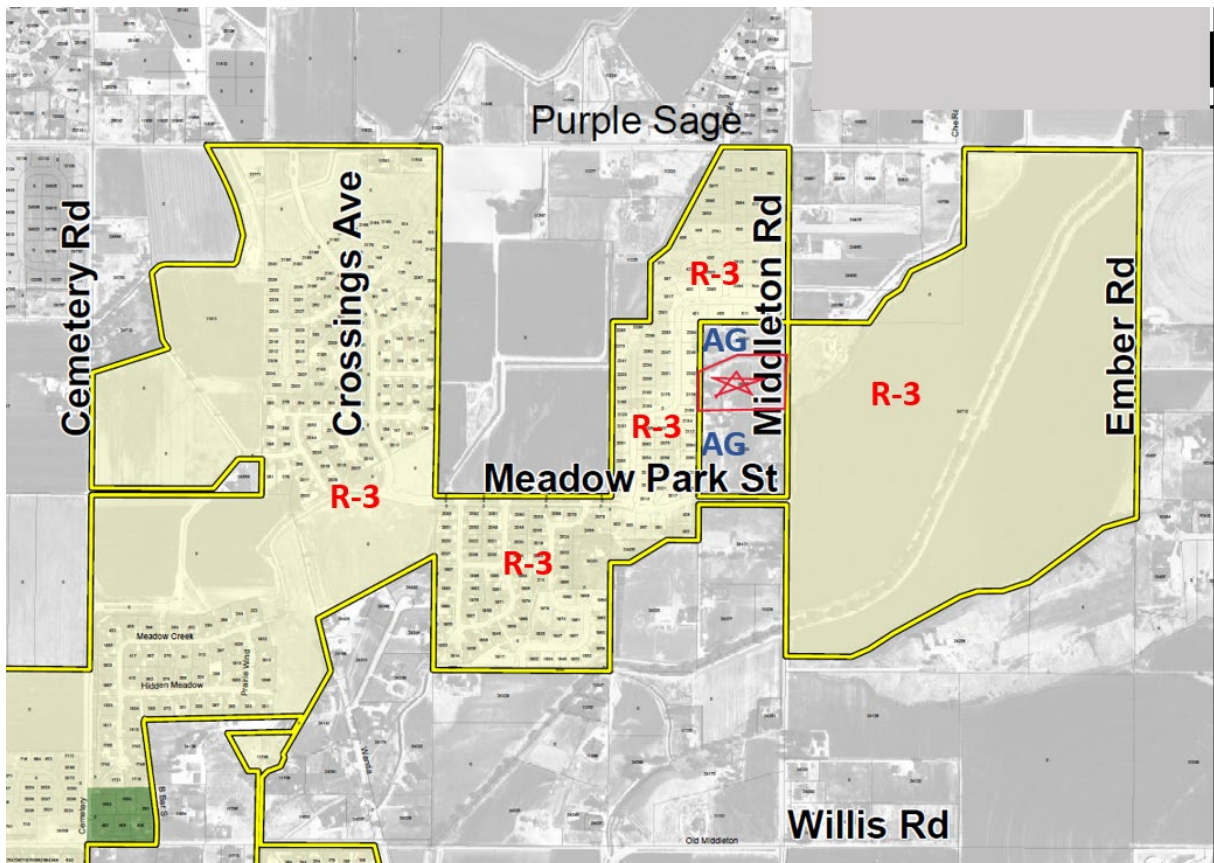
At some point in time in the future, Developer intends to pursue a residential subdivision with up to 15 home sites on the 5 acre parcel.



Any future subdivision on the parcel could look similar to the concept plan below. Whatever design is ultimately submitted will simply need to comply with the dimension standards of the R-3 Zone, e.g., lots must be a minimum of 8000 s.f. with 75' wide street frontage.

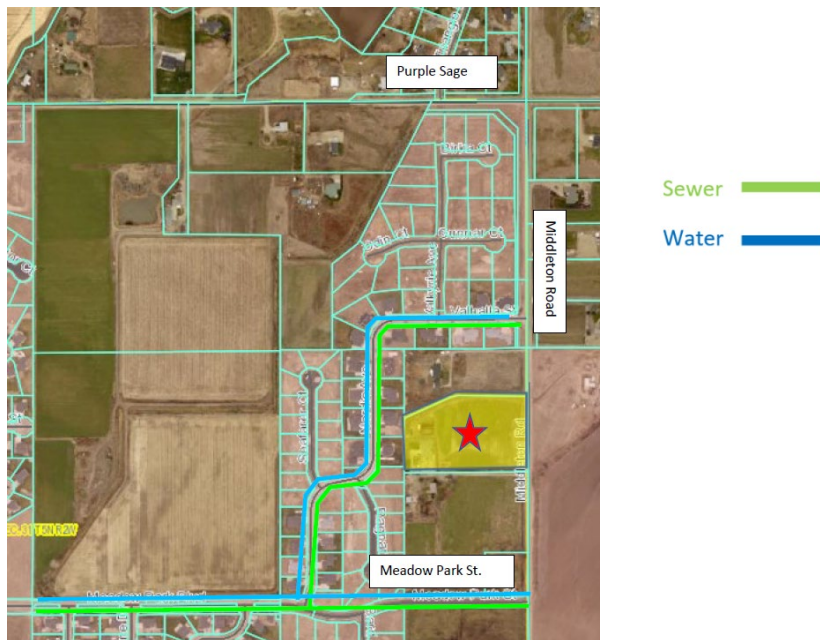


- C. **Application Requests:** Applications include (1) annexation and rezone to R-3 (Single Family Residential) and (2) Development Agreement.
- D. **Zoning:** The project parcel is currently zoned County Agricultural. The parcel is entirely surrounded on the north, west, east, and south side with City property zoned R-3 (single family); however, sandwiched in the enclave area are small parcels zoned County Agricultural.



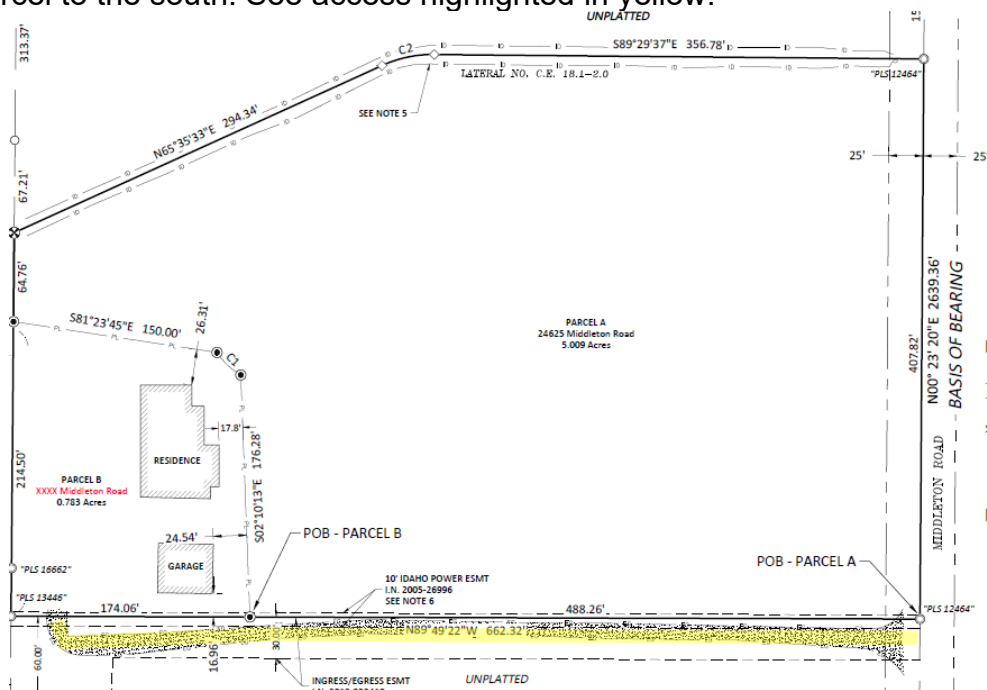
- E. **City Services:** Water and sewer are immediately adjacent to the project site. Developer can connect to sewer and water either to the north, west, or south. Developer will work with City Engineer on the best path for connection at the time a subdivision plat application is submitted.





#### F. Traffic, Access & Streets:

Access to the project parcel will be via Middleton Road when the parcel is subdivided. Until that time, access is through a shared access easement located on a separate parcel to the south. See access highlighted in yellow.



A traffic study is not required for this project due to its small size. However, the application and concept preliminary plat were forwarded to ITD for review and

comment. ITD stated in two separate comments that it has no concerns regarding the project, and it will have no “direct impacts” on the state highway system. (Exhibit “C”).

- G. Schools:** If the Rowe Station project is platted in the future, the children from the Subdivision will attend Heights Elementary School. Superintendent Marc Gee reported recently that Heights Elementary is at 134% capacity. However, he also noted that the school district is working on some solutions, including year-round school, revisions of elementary school boundaries, use of portables, and requests for new bonds.
- H. Middleton Fire & Police:** The project parcel will be served by the Middleton Rural Fire Department and the Middleton City Police Department. Middleton Fire Department did not submit any comments on the project nor voice any concerns.
- I. Annexation and Rezone:** Applicant is requesting that the six acre project parcel be annexed into the City of Middleton with a zone change from County “Agricultural” to City R-3 (Single Family Residential).

There are two findings that must be made before Annexation can be approved: (1) the property must be contiguous to City limits and (2) the annexation is deemed to be an “orderly development” of the City allowing an “efficient and economical extension” of City services such as sewer, water, police/fire protection, schools and roadway system. (Idaho Code 50-222.)

An application for rezone requires two findings before the rezone application can be approved: (1) the rezone will not adversely affect the City’s delivery of services and (2) the rezone request is not in conflict with the Comprehensive Plan. (Idaho Code 67-6511)

#### **FINDINGS:**

*With respect to annexation, Planning Staff finds that Applicant’s project meets the criteria of contiguity and requirement that city sewer and water be adjacent and available.*

*Middleton Rural Fire Department has not submitted comments or otherwise noted a problem with the project. City Police already patrol the project area because it is on Middleton Road adjacent to large city subdivisions such as Valhalla and The Crossings.*

*Heights Elementary is at 134% capacity. According to Superintendent Gee, each household impacts the school district by .559 students. In light of that, a future plat with up to 15 home lots could impact the school system with eight students.*

*As to traffic, a typical rule of thumb is 10 trips per household. If the parcel is platted in the future, trips could increase on average to 150 trips per day.*

*As to the rezone application, Planning Staff finds that the rezone will not adversely affect the City's ability to deliver sewer and water. Traffic and schools are impacted, however, as already noted above.*

*As will be shown below, Applicant's project complies with the City's Comprehensive Plan.*

Final note: if City Council approves this annexation/rezone, pursuant to the current code, Applicant will be entitled to move forward with a preliminary plat that includes up to 15 homesites so long as Applicant complies with the zoning code and does not request any variances or exceptions.

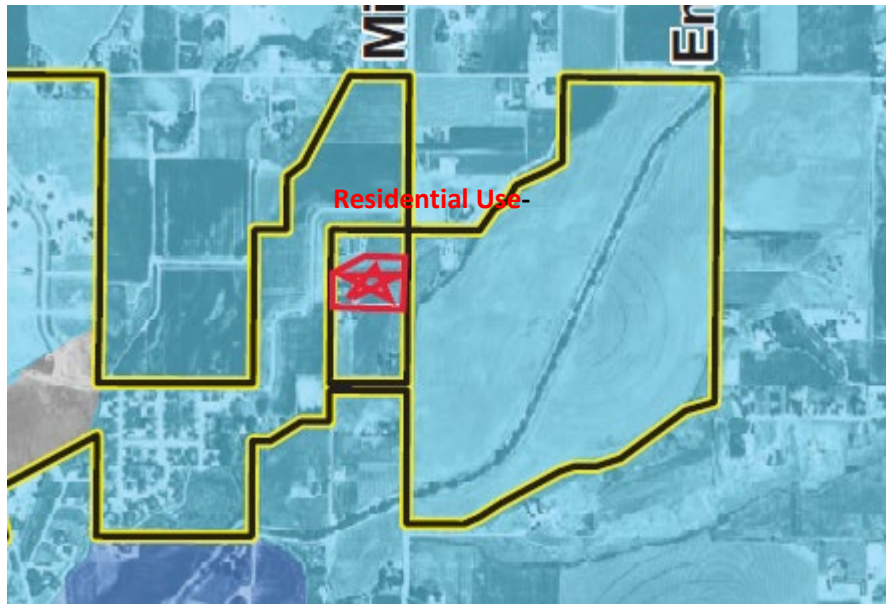
**J. Development Agreement:** Applications for annexation/rezone are generally accompanied by an application for Development Agreement ("DA"). Attached as Exhibit "A" is the proposed Development Agreement for the project. The Developer has used the City's DA form, and only Article III regarding conditions of development has been altered to add the following conditions:

1. Owner shall have the right to split the project parcel into two homesites per an administrative lot line adjustment application. The larger of the two lots may be the subject of a single-family subdivision project that complies with R-3 zoning, except for the 5% open space requirement. (Para. 3.1)
2. If Owner pursues a subdivision plat, the existing homesite must abandon the easement to the south of the parcel and take access through the subdivision local roads. (Para 3.2)
3. All homesites in a future subdivision must connect to sewer and water. Even if the existing homesite is not included in the future subdivision, it must connect to City sewer and water and abandon its well and septic prior to final plat approval. (Para 3.3)
4. The existing home must be connected to the subdivision pressurized irrigation system or other surface water irrigation system prior to final plat approval. (Para. 3.4)
5. If Owner/Developer does not successfully subdivide the property within 10 years, then the City will have the right to terminate the DA. The property will remain R-3 zoning.

[A full copy of the proposed Development Agreement is attached to this Staff Report as Exhibit "A".]

**K. Comprehensive Plan & Land Use Map:** Applicant's project complies with the Comprehensive Plan's Future Land Use Map because the proposed R-3 zone correlates with the "Residential Use" shown on the Future Land Use Map.





Applicant's project also complies with the following *Goals, Objectives, and Strategies* of the *2019 Middleton Comprehensive Plan*:

- a. *Goal 4*: The project will establish a good quality of life with development that pays through impact fees and property taxes for the public services it receives. Quality lots for residential use also increase the quality of life and general welfare of the City as a whole.
- b. *Goal 6*: Water, sewer, and adjacent road systems have been expanded in an orderly manner consistent with population growth.
- c. *Goal 11*: The housing type matches the residents' lifestyle in the area the project is located.

If Applicant pursues a 15 lot preliminary plat in the future, it may be in conflict with Goals #1 and 3 to provide an adequate delivery of services, including adequate schools and transportation system.

- L. **Comments Received from Surrounding Landowners:** City has received comments from the public. See comments attached as Exhibit "B".
- M. **Comments from Agencies:** City received comments from Black Canyon Irrigation District and ITD. See comments attached as Exhibit "C".
- N. **Comments from City Engineer and Planning Staff:** Copies of engineering and planning staff comments are attached as Exhibit "D".

**O. Application Information:** Applicants are Rowe Sanderson/Crown Capital Holdings, LLC & Matrix Engineering. 1020 W. Main St., Boise ID 83702. Application was accepted on 11/15/2022.

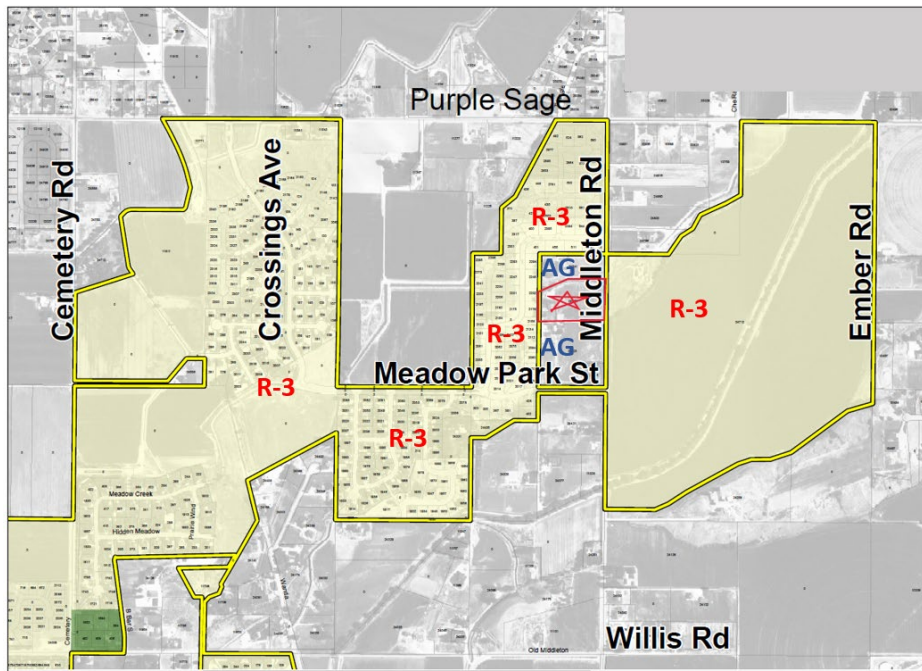
<b>P. Notices &amp; Neighborhood Meeting:</b>	<b>Dates:</b>
Newspaper Notification	1/17/2023
Radius notice to adjacent landowners	1/13/2023
Circulation to Agencies	1/13/2023
Sign Posting property	1/13/2023
Neighborhood Meeting	9/21/2022

**Q. Applicable Codes and Standards:**

Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, Middleton City Code 1-14, 1-16, 5-1, 5-2, 5-3, and 5-4, and Idaho Code Title 67, Chapter 65 & Title 50, Chapters 2 and 13.

**R. Planning & Zoning Commission Recommendation:** The Planning & Zoning Commission considered Developer’s applications in a public hearing held on January 9, 2023. The Commission noted that the project parcel was near large County parcels and noted that although Valhalla Estates was a City R-3 subdivision, some of its parcels were larger than the minimum 8000 s.f., required in the R-3 Zone. As a result of this, the Commission recommended approval of the annexation/rezone and development agreement applications; however, they recommended that the proposed zoning be changed from R-3 to R-2 in order to blend with the larger lots in the County.

Staff, however, notes that although the County lots are larger in that area, all of the city zoning on all four sides of the project parcel is R-3 zoning. Therefore, Developer’s request for R-3 zoning is commensurate with the City zoning already established in the area. See zoning map below. (Staff cannot attached the Commission’s Findings of Facts, Conclusions of Law & Recommendation because the FCR will not be signed until the February 13<sup>th</sup> P&Z Meeting when the Commission has an opportunity to approve the proposed FCR.)



#### **S. Conclusions and Recommended Conditions of Approval:**

Per State law and the Middleton City Code, any decision and order on the applications before Council must be based upon findings of facts and conclusions of law.

**As to Findings of Facts**, Planning Staff has set forth findings of facts above in parentheses.

**As to Conclusions of Law**, Planning Staff finds that City Council has the authority to hear these applications and to approve or deny the applications, with or without conditions. Additionally, Planning Staff notes that all public notice requirements were met. Planning Staff further set forth the portions of the Idaho State Code and Middleton City Code to be considered in making a decision and order on the applications.

**Annexation/Rezone and Development Agreement Applications:** If City Council is inclined to approve the annexation/rezone and development agreement applications, then Planning Staff recommends the following conditions of approval:

1. City municipal domestic water, fire flow and sanitary sewer services are to be extended to serve the project site, including the existing homesite, when the project parcel is platted in the future.
2. Developer to comply with all terms of the Development Agreement approved for the project.
3. All City Engineer and Planner review comments are to be completed and approved.

Finally, if City Council denies the applications, then Council should state on the record what the applicant could do, if anything, to obtain approval. (Middleton City Code 1-14(E)(8)).

Prepared by Roberta Stewart  
Planning & Zoning Official

Dated: 1/25/2023

EXHIBIT "A"

Proposed Development Agreement

**After Recording, Mail To**  
Middleton City Clerk  
1103 W. Main Street  
Middleton, ID 83644

---

## **DEVELOPMENT AGREEMENT**

This Development Agreement ("**Agreement**") is entered into by and between the CITY OF MIDDLETON, a municipal corporation in the State of Idaho ("**City**"); and \_\_\_\_\_ (\_\_\_\_\_), individually and collectively referred to as Developer ("**Developer**").

### **RECITALS**

WHEREAS, Developer owns approximately 5.8 acres of real property located at 24625 Middleton Road, Middleton, Canyon County, Idaho commonly referred to in Canyon County Assessor's records as Parcel No. R3756400, and legally described in Exhibit A attached hereto and incorporated herein ("**Property**"); and

WHEREAS, Developer intends to improve the Property with a single-family residential development commonly known as Rowe Station Subdivision according to the Middleton City Code and the City's public works standards at the time(s) the Property is improved; and

WHEREAS, the City, pursuant to Idaho Code §67-6511A, has the authority to annex and rezone the Property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and Middleton City Code.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals above, which are incorporated below, and the mutual covenants, representations, and performances herein bargained for, relied on, and expected, the parties agree as follows:

### **ARTICLE I**

## **LEGAL AUTHORITY**

This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §67-6511A and Middleton City Code, Title 5, Chapter 2.

## **ARTICLE II ANNEXATION AND ZONING ORDINANCE**

The City will adopt an ordinance to annex and rezone the Property from Canyon County “Agricultural” to City of Middleton R-3 (Single Family Residential). The Ordinance will become effective after it is approved, signed, published and recorded according to law, all of which actions the City will perform at the city’s expense and with the Developer’s cooperation.

## **ARTICLE III CONDITIONS OF DEVELOPMENT**

3.1 A single family home is already located on the Property (“**Existing Homesite**”). Developer shall have the right to split the Property into two separate parcels upon applying for an administrative lot split and paying all required application fees. One parcel will accommodate the Existing Homesite. The remaining larger parcel may be used for a single-family subdivision project. The future subdivision will comply with the requirements and standards of the R-3 zone in effect at the time the subdivision application is submitted except Developer will not be required to provide five percent (5%) open space as required by MCC 5-4-10-10.

3.2 When Developer applies to the City to subdivide the larger parcel, City will not require the Existing Homesite to be part of the subdivision; however, access to the Existing Homesite must be through the local roads of the platted subdivision. Access via an existing easement to the south of the Property will no longer be the primary access for the Existing Homesite.

3.3 Any improvements on the Property shall require connection to City sewer and water (including fire flow). Well and septic shall not be allowed. Additionally, the existing well and septic system servicing the Existing Homesite must be abandoned prior to final plat approval, and the Existing Homesite must be connected to City sewer and water service no later than final plat approval for the subdivision project. Developer and/or owner of the Existing Homesite will be responsible for constructing the service line connections and paying all City required connection fees.

3.4 Because the water well will be abandoned prior to final plat approval, irrigation for the Existing Homesite shall be by way of connection to the subdivision pressurized irrigation system or other surface water delivery system.

3.5 In the event Owner/Developer does not successfully plat the Property within ten (10) years of the effective date, City may, at its sole discretion, terminate this Agreement after complying with the Middleton City Code provisions for legal notice and public hearing. The zoning for the Property shall remain R-3. City may seek termination of the Agreement at any time after the noted time period expires, and City's delay in terminating this Agreement shall not constitute a waiver of its right to terminate.

#### **ARTICLE IV FAILURE TO COMPLY WITH AGREEMENT**

4.1 Notwithstanding the default provisions found in paragraphs 4.2 through 4.7, if the Developer fails to successfully subdivide all or a portion of the property within seven (7) years of the execution of this Agreement, then Developer shall be in material breach hereof. Thereafter, the Middleton City Council, after complying with the notice and hearing requirement contained in the Middleton City Code and Idaho State Code, may extend, modify, or terminate this Agreement. The City may initiate the foregoing proceedings, and may do so at any time following a material breach hereof. Upon termination of this Agreement, the zoning for the property shall remain R-3.

4.2 If the Developer fails to comply with any of the terms or conditions in this Agreement, then the portion(s) of this Agreement pertaining to the breach may be modified or terminated by the Middleton City Council, after complying with the notice and hearing requirement contained in the Middleton City Code and Idaho State Code.

4.3 If after a breach, the City Council determines that the terms of this Agreement applicable to the breach should be modified, the term(s) of this Agreement shall be amended and the Developer shall comply with the amended terms.

4.4 Any breach waived by the City shall apply solely to the breach waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

4.5 In the event of a breach, zoning shall remain R-3, and the Developer hereby consents to such zoning.



4.6 Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance.

4.7 NOTICE OF FAILED PERFORMANCE. Upon any failure of any party to this Agreement to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party with thirty (30) days of the receipt of such notice.

## **ARTICLE V GENERAL PROVISIONS**

5.1 This Agreement contains the entire agreement of the parties respecting the Property and supersedes all prior discussions and written and verbal agreements between the parties respecting the Property.

5.2 Any amendment or addendum to this Agreement shall be in writing and made only after the City has complied with the notice and hearing provisions of Idaho Code §67-6509 and Middleton City Code Title 5, Chapter 2.

5.3 Any notice that a party may desire or is required to give to another party must be in writing and shall be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by Federal Express or other reputable overnight delivery service. Notice shall be given to the parties at the following addresses or such other address and to such other persons as the parties may designate in writing after giving notice. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail if sent by mail pursuant to the forgoing:

Middleton: City Clerk  
City of Middleton  
P.O. Box 487  
Middleton, Idaho 83644

Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.4 If either party shall fail to perform under this Agreement and said failure is cured with the assistance of an attorney for the other party, as a part of curing said failure, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event a suit or action is filed by either party against the other to interpret or enforce this Agreement, the non-prevailing party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein, including the same with respect to an appeal.

5.5 This Agreement shall be effective after being fully executed. This Agreement shall become valid and binding only upon its approval by the City Council and execution by the Mayor and City Clerk. After its execution, the Agreement shall be recorded in the office of the County Recorder at the expense of the City.

5.6 Each commitment and restriction described in this Agreement shall be a burden on the Property and run with the land and shall be appurtenant to and for the benefit of the Property.

5.6.1 This Agreement shall be binding on the City and Developer, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns. Provided, however, that if all or any portion of the Property is divided, then each owner of a legal lot shall only be responsible for duties and obligations or breaches as to their own parcels or lots.

5.6.2 The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

5.7 The Property that is the subject of this Agreement is located in Canyon County, Idaho and the terms of this Agreement shall be construed according to the laws of the State of Idaho in effect at this time this Agreement is executed. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

5.8 If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

5.9 Time is of the essence for performance of each obligation in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first written below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023 and effective upon annexation and rezoning of the Property.

**CITY OF MIDDLETON**

**ATTEST**

By: \_\_\_\_\_  
Steven J. Rule, Mayor

By: \_\_\_\_\_  
Becky Crofts, City Clerk

*[Notary on following page]*

State of IDAHO    )  
                                  ss.  
County of Canyon )

I, a notary public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me Steven J. Rule, who, being first duly sworn, declared that he is the Mayor of the City of Middleton, Idaho and signed it as Mayor of the City of Middleton.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**DEVELOPER:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Idaho                )  
  ss.  
County of \_\_\_\_\_)

I, a notary public, do hereby certify that on this \_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_, who declared that he/she signed this Development Agreement in the capacity of \_\_\_\_\_ for \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT “A”

### Legal Description and Sketch

*Annexation Description*

*A parcel of land, being a portion of Parcel 1 as described in Warranty Deed Instrument Number 2022-032716, Records of Canyon County, lying within the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 31, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:*

**COMMENCING** at the East Quarter Corner of Section 31, monumented by a found brass cap, from which the Northeast Corner of Section 31, bears North 00°23'20" East, 2,639.36 feet, monumented by a found brass cap, thence along the East boundary of Section 31, North 00°23'20" East, 659.84 feet to the Southeast Corner of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 31, monumented by a found 5/8" rebar with cap stamped "LRG PLS 12464", the **POINT OF BEGINNING**;

Thence along the South boundary of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 31, North 89°49'22" West, 662.32 feet to the West boundary of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 31, monumented by a found 5/8" rebar with cap stamped "SULLIVAN PLS 13446";

Thence along said West boundary, North 00°28'18" East, 279.26 feet to a found copper cap stamped "LRG PLS 12464";

Thence North 65°35'33" East, 294.34 feet;

Thence along a tangent curve to the right, having a radius of 90.00 feet, a delta angle of 24°54'50", with an arc length of 39.13 feet, subtended by a chord bearing North 78°02'58" East a distance of 38.83 feet;

Thence South 89°29'37" East, 356.78 feet to the East boundary of Section 31, monumented by a found 5/8" rebar with cap stamped "LRG PLS 12464";

Thence along said East boundary, South 00°23'20" West, 407.82 feet to the **POINT OF BEGINNING**.

Containing 252,350 square feet or 5.793 acres, more or less.

End of Description



Prepared By: Aaron Rush, PLS



# Annexation Sketch

NE 1/4, SEC. 31, T5N, R2W



SCALE:  
1" = 100'

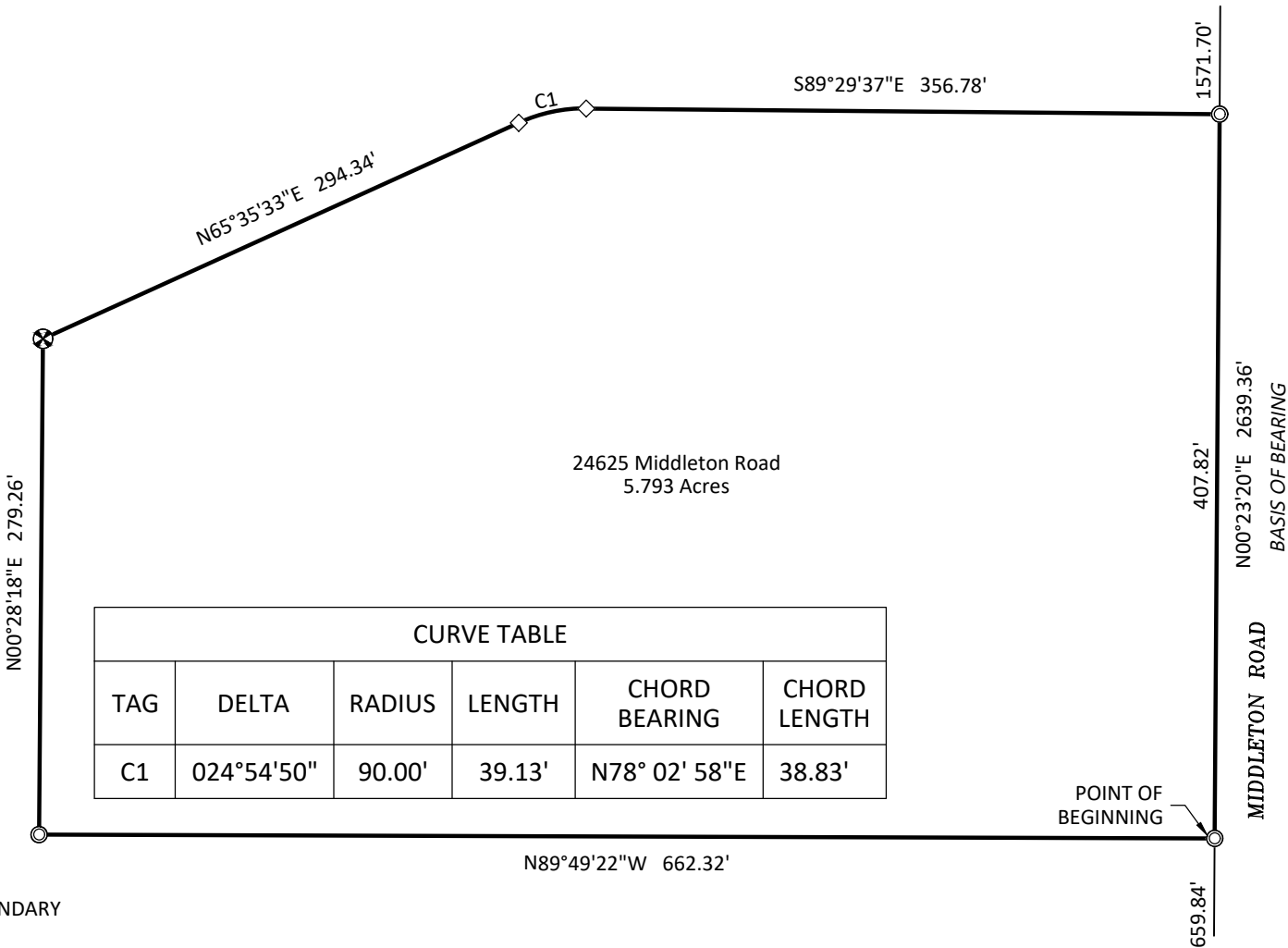
## NOTE

PLEASE REFER TO RECORD OF  
SURVEY NO. 2022-028428 FOR  
ADDITIONAL BOUNDARY DETAILS.



## LEGEND

- SURVEYED PARCEL BOUNDARY
- SECTIONAL LINE
- FOUND 5/8" REBAR, STAMPED "PLS LRG 12464"
- FOUND COPPER CAP WITH MAGNET, STAMPED "PLS LRG 12464"
- FOUND BRASS CAP
- CALCULATED POSITION ONLY



CURVE TABLE					
TAG	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	024°54'50"	90.00'	39.13'	N78° 02' 58"E	38.83'

## EXHIBIT “B”

### Public Comments



**From:** [Theresa Denham](#)  
**To:** [zzz - Bruce Bayne](#); [Roberta Stewart](#)  
**Cc:** ["Tammy Nichols"](#)  
**Subject:** Public hearing ROWE Station  
**Date:** Monday, January 9, 2023 5:28:48 PM

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Dear Middleton City Council

Re: Public Hearing Notice – Annexation/Rezone and Development Agreement Applications  
(Rowe Station Project)

I am opposed to the development plan for Rowe Station Project at this time.

The City of Middleton is still trying to secure funds to complete long overdue projects including but not limited to:

- The EPA required changes to meet the current standards
- Traffic mitigation on Hwy 44
- School capacity - which has been identified as an issue by MSD

Other issues of importance may be:

- Possible septic line issues which may or may not have been mitigated when completing Valhalla.
- The project plat which was submitted by the DA does not provide adequate transitional space between neighboring farms/agricultural lands.

The City of Middleton and its planning and zoning officials have taken the terms “property rights” as a right of a developer to buy, annex and change any property they wish. The truth is, that is NOT what is identified in the bundle of rights and these rights belong to CURRENT land owners as well. The “bundle” is made up of five different rights: the right of possession, the right of control, the right of exclusion, the right of enjoyment and the right of disposition.

Current land owners who have small farms, and Idaho’s right to farm combine are in direct opposition of the City’s annexation, rezone policies and this should not move forward at this time.

Possible mitigations could be:

- Placing 10 foot tall landscape berms between the R-3 sub and neighboring farms.
- Requiring purchasers of properties in the sales agreements to require release of liability by adjacent farms to new houses, include Idaho Right to Farm clause
- Include a notification of trespass to prevent unwanted interaction between farm animals and humans,
- Liability for harm caused to the farm animals by the neighboring homes will be the liability of the homeowner.
- Create new code related to farm dust, smell, noise to protect the current bundle of rights in place by current neighbors.
  - Nuisance calls (smell, dust, farming activity) will be punishable by a fine.

Kindly  
Theresa Denham  
Phone: 208-505-7675  
email: [theresa.denham@realestate-ID.com](mailto:theresa.denham@realestate-ID.com)

***Theresa Denham***

Phone: 208-505-7675

email: [theresa.denham@realestate-ID.com](mailto:theresa.denham@realestate-ID.com)

**From:** [Utilities](#)  
**To:** [Roberta Stewart](#)  
**Subject:** FW: Rezone of Rowe 24625 Middleton Road.  
**Date:** Tuesday, December 27, 2022 11:05:03 AM

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**From:** gilfaeb@aol.com <gilfaeb@aol.com>  
**Sent:** Sunday, December 25, 2022 9:47 AM  
**To:** Robert Gilkey <bikerkey@aol.com>; CITMID <citmid@middletoncivcity.com>  
**Subject:** Re: Rezone of Rowe 24625 Middleton Road.

I agree with you.

[Sent from the all new AOL app for iOS](#)

On Saturday, December 24, 2022, 1:59 PM, Robert Gilkey <[bikerkey@aol.com](mailto:bikerkey@aol.com)> wrote:

With the amount of setbacks on all four sides along with a road in and out of said proposed subdivision there seems to be not much land left to build on. Not able to build for fifty feet from road, twenty foot setback to the north, 30' to the south, the west is not spelled out. Would hope that lot size would be the same as that to the west of property that lay on the other side of Irrigation ditch. Having a dead end street seems to be leading to problems of safety as in fire exit and law patrol. A dead end street would be preferred I believe from a development stand point I can understand. Again not a good idea, need two ways out of any fire, look at any house spec. public buildings, parking lots and subdivisions. Ask a fire man. Any lot size being built on this land will set a foot hold to build smaller to the North which will hurt property value on Vahalla St.. I do feel for the property owner in that he has 5.79 acres, not enough to farm for profit, not enough to build a sub of more than what I would say three or four more homes with a loop street let alone a wide enough dead end with a turn around. Perhaps when land to the North and or South decide to do the same it will present a better plan.

## EXHIBIT “C”

### Agency Comments

# BLACK CANYON IRRIGATION DISTRICT

NOTUS, IDAHO

January 3, 2023

City of Middleton  
P.O. Box 487, 1103 W. Main St  
Middleton, ID 83644  
(208) 585-3133

RE: Annexation/Rezone and Development Agreement. Parcel No. R375640

Applicant: Rowe Sanderson

Planner: Roberta Stewart

The property is located at 24625 Middleton Road in the City of Middleton, Idaho.

The Black Canyon Irrigation District (District) has the following initial comments regarding this proposed land use change.

Any and all **maintenance road right-of ways, lateral right-of ways and drainage right-of ways** will need to be protected (including the restriction of all encroachments). Also, any crossing agreement(s) and/or piping agreement(s) will need to be acquired from the Bureau of Reclamation (Reclamation), once approved by the District, to cross over or under any existing lateral, pipe any lateral or encroach in any way the right-of ways of the District or the Reclamation.

**The District will require that the laterals affected by this proposed land change be piped and structures built to ensure the delivery of irrigation water to our patrons.**

Furthermore, as long as this property has irrigation water attached to it, an irrigation system with an adequate overflow needs to be installed to ensure the delivery of irrigation water to each lot and/or parcel of land entitled to receive irrigation water. Current irrigation is shown to be available on the site, however a water accounting for current irrigation vs. proposed irrigation will need to be performed to understand any overages or deficiencies.

Runoff and drainage from any proposed land splits should be addressed as well to ensure downstream users are not adversely affected by the proposed land use changes.

The District and Reclamation will require a signed agreement be in place prior to any changes being made to the sections of the Black Canyon C.E.18.1-2.0 lateral, C.E.18.1-2.0-0.8 lateral, and any appurtenant irrigation facilities that are affected by the proposed land changes not listed in this letter. NOTE: The District and Reclamation will require that this section be piped meeting all District and Reclamation standards. Furthermore, the District and Reclamation may require additional modifications to ensure irrigation water is made available to patrons as this proposed project proceeds.

All of the above requirements shall be met, including any others that arise during future review. It is assumed that this project is the same project submitted to the District under the project title of Mill Station Estates. Initial comments have been provided to the Developer for this project, including layout concerns of preliminary plat and relocation of District infrastructure.

Thank You,

*Donald Popoff*

Donald Popoff P.E.  
District Engineer  
Black Canyon Irrigation District

**From:** [Niki Benyakhlef](#)  
**To:** [Roberta Stewart](#)  
**Subject:** RE: Agency Notice - Rowe Station Project - City of Middleton  
**Date:** Thursday, December 22, 2022 7:40:57 AM  
**Attachments:** [image001.png](#)

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Good Morning, Roberta –

After careful review of the transmittal submitted to ITD on 12/21/22 regarding Agency Notice – Rowe Station Project – City of Middleton, the Department has no comments or concerns to make at this time.

Thank you,



Niki Benyakhlef  
*Development Services Coordinator*

**District 3 Development Services**  
O: 208.334.8337  
C: 208.296.9750  
Email: [niki.benyakhlef@itd.idaho.gov](mailto:niki.benyakhlef@itd.idaho.gov)  
Website: [itd.idaho.gov](http://itd.idaho.gov)

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**From:** Roberta Stewart <[rstewart@middletoncity.com](mailto:rstewart@middletoncity.com)>  
**Sent:** Wednesday, December 21, 2022 9:00 AM  
**To:** [akrantz@msd134.org](mailto:akrantz@msd134.org); [MStowell@ccparamedics.com](mailto:MStowell@ccparamedics.com); [gis@compassidaho.org](mailto:gis@compassidaho.org); [deann.gerthung@canyoncounty.id.gov](mailto:deann.gerthung@canyoncounty.id.gov); [MYbarguen@idahopower.com](mailto:MYbarguen@idahopower.com); D3 Development Services <[D3Development.Services@itd.idaho.gov](mailto:D3Development.Services@itd.idaho.gov)>; [gmpredjulia@gmail.com](mailto:gmpredjulia@gmail.com); [lgrooms@msd134.org](mailto:lgrooms@msd134.org); [mgee@msd134.org](mailto:mgee@msd134.org); [permits@starfirerescue.org](mailto:permits@starfirerescue.org); [monica.taylor@intgas.com](mailto:monica.taylor@intgas.com); [Mitch.Kiester@phd3.idaho.gov](mailto:Mitch.Kiester@phd3.idaho.gov); [westerninfo@idwr.idaho.gov](mailto:westerninfo@idwr.idaho.gov); [zoninginfo@canyoncounty.id.gov](mailto:zoninginfo@canyoncounty.id.gov); [Irichard@cityofcaldwell.org](mailto:Irichard@cityofcaldwell.org); [lisa.boyd@vallivue.org](mailto:lisa.boyd@vallivue.org); [jenny.titus@vallivue.org](mailto:jenny.titus@vallivue.org); [joseph.palmer@vallivue.org](mailto:joseph.palmer@vallivue.org); [Iriccio@canyonhd4.org](mailto:Iriccio@canyonhd4.org); [chopper@canyonhd4.org](mailto:chopper@canyonhd4.org); [aperry@cityofcaldwell.org](mailto:aperry@cityofcaldwell.org); [allenfun50@hotmail.com](mailto:allenfun50@hotmail.com); [irrigation.mm.mi@gmail.com](mailto:irrigation.mm.mi@gmail.com); [bryce@sawtoothlaw.com](mailto:bryce@sawtoothlaw.com); [irr.water.3@gmail.com](mailto:irr.water.3@gmail.com); [Jamie.macleod@sparklight.biz](mailto:Jamie.macleod@sparklight.biz); [dpopoff@rh2.com](mailto:dpopoff@rh2.com); Carl Hayes (Black Canyon) <[carl@blackcanyonirrigation.com](mailto:carl@blackcanyonirrigation.com)>  
**Subject:** Agency Notice - Rowe Station Project - City of Middleton

**CAUTION:** This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

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Hello Agency Personnel. Merry Christmas! Attached is the agency notice for an annexation/rezone and development agreement application pertaining to 24625 Middleton Road, just south of Purple Sage (6 acre parcel). Hearing before P&Z Commission is scheduled for January 9<sup>th</sup>. Please let me know if you have any questions.

*Roberta L. Stewart*

PLANNING & ZONING OFFICIAL

City of Middleton, Planning & Zoning

1103 W. Main St.

P.O. Box 487

Middleton, ID 83644

Tele - (208) 585-3133

Fax – (208) 585-9601

[rstewart@middletoncity.com](mailto:rstewart@middletoncity.com)

[www.middleton.id.gov](http://www.middleton.id.gov)



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**CONFIDENTIALITY NOTICE:** The contents of this email message and any attachments are intended solely for the addressee(s) and may contain Personal Information from a DMV file which is legally protected from disclosure under both state and Federal law. Be advised that Personal Information may only be disclosed to third parties under the provisions of Idaho Code section 49-203. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately delete this message and any attachments, and alert the sender.

**From:** [Niki Benyakhlef](#)  
**To:** [Roberta Stewart](#)  
**Subject:** RE: Agency Notice - Rowe Station Project - City of Middleton  
**Date:** Thursday, January 19, 2023 10:30:40 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)

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Good Morning, Roberta –

After careful review of the transmittal submitted to ITD on January 13, 2023 regarding Rowe Station Project, the Department has no comments or concerns to make at this time. Due to the size of the development along with the distance to SH-44, no direct impacts are anticipated to the state highway system.

Please let me know if you have any questions or concerns.

Thank you,



**Niki Benyakhlef**  
*Development Services Coordinator*

**District 3 Development Services**  
O: 208.334.8337  
C: 208.296.9750  
Email: [niki.benyakhlef@itd.idaho.gov](mailto:niki.benyakhlef@itd.idaho.gov)  
Website: [itd.idaho.gov](http://itd.idaho.gov)

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**From:** Roberta Stewart <[rstewart@middletoncity.com](mailto:rstewart@middletoncity.com)>  
**Sent:** Friday, January 13, 2023 10:35 AM  
**To:** [akrantz@msd134.org](mailto:akrantz@msd134.org); [MStowell@ccparamedics.com](mailto:MStowell@ccparamedics.com); [gis@compassidaho.org](mailto:gis@compassidaho.org); [deann.gerthung@canyoncounty.id.gov](mailto:deann.gerthung@canyoncounty.id.gov); [MYbarguen@idahopower.com](mailto:MYbarguen@idahopower.com); D3 Development Services <[D3Development.Services@itd.idaho.gov](mailto:D3Development.Services@itd.idaho.gov)>; [gmpredjulia@gmail.com](mailto:gmpredjulia@gmail.com); [lgrooms@msd134.org](mailto:lgrooms@msd134.org); [mgee@msd134.org](mailto:mgee@msd134.org); [permits@starfirerescue.org](mailto:permits@starfirerescue.org); [monica.taylor@intgas.com](mailto:monica.taylor@intgas.com); [Mitch.Kiester@phd3.idaho.gov](mailto:Mitch.Kiester@phd3.idaho.gov); [westerninfo@idwr.idaho.gov](mailto:westerninfo@idwr.idaho.gov); [zoninginfo@canyoncounty.id.gov](mailto:zoninginfo@canyoncounty.id.gov); [Irichard@cityofcaldwell.org](mailto:Irichard@cityofcaldwell.org); [lisa.boyd@vallivue.org](mailto:lisa.boyd@vallivue.org); [jenny.titus@vallivue.org](mailto:jenny.titus@vallivue.org); [joseph.palmer@vallivue.org](mailto:joseph.palmer@vallivue.org); [Iriccio@canyonhd4.org](mailto:Iriccio@canyonhd4.org); [chopper@canyonhd4.org](mailto:chopper@canyonhd4.org); [aperry@cityofcaldwell.org](mailto:aperry@cityofcaldwell.org); [allenfun50@hotmail.com](mailto:allenfun50@hotmail.com); [irrigation.mm.mi@gmail.com](mailto:irrigation.mm.mi@gmail.com); [bryce@sawtoothlaw.com](mailto:bryce@sawtoothlaw.com); [irr.water.3@gmail.com](mailto:irr.water.3@gmail.com); [Jamie.macleod@sparklight.biz](mailto:Jamie.macleod@sparklight.biz); [dpopoff@rh2.com](mailto:dpopoff@rh2.com); Carl Hayes (Black Canyon) <[carl@blackcanyonirrigation.com](mailto:carl@blackcanyonirrigation.com)>  
**Subject:** RE: Agency Notice - Rowe Station Project - City of Middleton

**CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

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Hello Agency Personnel. Attached is the agency notice for an annexation/rezone and development agreement application pertaining to 24625 Middleton Road, just south of Purple Sage (6 acre parcel). A Public Hearing is scheduled before City Council on February 1, 2023. The application is on



the public hearing portion of our website, but I've attached a copy for your convenience. Thanks,

*Roberta L. Stewart*

PLANNING & ZONING OFFICIAL

City of Middleton, Planning & Zoning

1103 W. Main St.

P.O. Box 487

Middleton, ID 83644

Tele - (208) 585-3133

Fax – (208) 585-9601

[rstewart@middletoncity.com](mailto:rstewart@middletoncity.com)

[www.middleton.id.gov](http://www.middleton.id.gov)



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**From:** Roberta Stewart

**Sent:** Wednesday, December 21, 2022 9:00 AM

**To:** [akrantz@msd134.org](mailto:akrantz@msd134.org); [MStowell@ccparamedics.com](mailto:MStowell@ccparamedics.com); [gis@compassidaho.org](mailto:gis@compassidaho.org); [deann.gerthung@canyoncounty.id.gov](mailto:deann.gerthung@canyoncounty.id.gov); [MYbarguen@idahopower.com](mailto:MYbarguen@idahopower.com); [D3Development.services@ITD.idaho.gov](mailto:D3Development.services@ITD.idaho.gov); [gmpdrjulie@gmail.com](mailto:gmpdrjulie@gmail.com); [lgrooms@msd134.org](mailto:lgrooms@msd134.org); [mgee@msd134.org](mailto:mgee@msd134.org); [permits@starfirerescue.org](mailto:permits@starfirerescue.org); [monica.taylor@intgas.com](mailto:monica.taylor@intgas.com); [Mitch.Kiester@phd3.idaho.gov](mailto:Mitch.Kiester@phd3.idaho.gov); [westerninfo@idwr.idaho.gov](mailto:westerninfo@idwr.idaho.gov); [zoninginfo@canyoncounty.id.gov](mailto:zoninginfo@canyoncounty.id.gov); [lrichard@cityofcaldwell.org](mailto:lrichard@cityofcaldwell.org); [lisa.boyd@vallivue.org](mailto:lisa.boyd@vallivue.org); [jenny.titus@vallivue.org](mailto:jenny.titus@vallivue.org); [joseph.palmer@vallivue.org](mailto:joseph.palmer@vallivue.org); [lriccio@canyonhd4.org](mailto:lriccio@canyonhd4.org); [chopper@canyonhd4.org](mailto:chopper@canyonhd4.org); [aperry@cityofcaldwell.org](mailto:aperry@cityofcaldwell.org); [allenfun50@hotmail.com](mailto:allenfun50@hotmail.com); [irrigation.mm.mi@gmail.com](mailto:irrigation.mm.mi@gmail.com); [bryce@sawtoothlaw.com](mailto:bryce@sawtoothlaw.com); [irr.water.3@gmail.com](mailto:irr.water.3@gmail.com); [Jamie.macleod@sparklight.biz](mailto:Jamie.macleod@sparklight.biz); [dpopoff@rh2.com](mailto:dpopoff@rh2.com); Carl Hayes (Black Canyon) <[carl@blackcanyonirrigation.com](mailto:carl@blackcanyonirrigation.com)>

**Subject:** Agency Notice - Rowe Station Project - City of Middleton

Hello Agency Personnel. Merry Christmas! Attached is the agency notice for an annexation/rezone and development agreement application pertaining to 24625 Middleton Road, just south of Purple Sage (6 acre parcel). Hearing before P&Z Commission is scheduled for January 9<sup>th</sup>. Please let me know if you have any questions.

*Roberta L. Stewart*

PLANNING & ZONING OFFICIAL

City of Middleton, Planning & Zoning

1103 W. Main St.

P.O. Box 487

Middleton, ID 83644

Tele - (208) 585-3133

Fax – (208) 585-9601

[rstewart@middletoncity.com](mailto:rstewart@middletoncity.com)

[www.middleton.id.gov](http://www.middleton.id.gov)



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CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain Personal Information from a DMV file which is legally protected from disclosure under both state and Federal law. Be advised that Personal Information may only be disclosed to third parties under the provisions of Idaho Code section 49-203. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately delete this message and any attachments, and alert the sender.

## EXHIBIT "D"

### Planner Comments



# CITY OF MIDDLETON

P.O. Box 487 | 1103 W Main Street, Middleton, ID 83644  
Tele (208) 585-3133 | Fax (208) 585-9601  
citmid@middletonidaho.us | www.middleton.id.gov

## Rowe Station Annexation/Rezone & Lot Line Adjustment – Planner Comments

December 2, 2022

1. Ownership noted on Master Land Use Application does not match the actual ownership of the property, which is “MJV Properties, LLC”. Please submit an affidavit of legal interest from MJV Properties, LLC. (The affidavit from “Eric W. Randall” is insufficient. The AOL must be signed by an owner/agent/member of MJV Properties LLC.
2. Forward Microsoft Word formatted version of the annexation Legal Description. I only have a pdf version of the legal description. The Tax Commission needs to see a surveyor stamped pdf, but they also need the Word doc so they can block over the legal description when creating the tax parcel.
3. City engineer is reviewing the annexation survey data and lot line documentation. We may have more comments for you when she completes her review.

*Roberta L. Stewart*

Middleton Planning & Zoning Director



# CITY OF MIDDLETON

P.O. Box 487 | 1103 W Main Street, Middleton, ID 83644  
Tele (208) 585-3133 | Fax (208) 585-9601  
citmid@middletonidaho.us | www.middleton.id.gov

## Rowe Station Annexation/Rezone & Lot Line Adjustment – Planner Comments

December 19, 2022

City Engineer looked at the record of survey and legal descriptions for the annexation and the proposed lot line adjustment. She questioned the following::

1. Why does the warranty deed with instrument #2022-032716 references a “Parcel 1” and “Parcel 2”. Only a single parcel should have been conveyed in 2022 since this is an original parcel. Any explanation?
2. The monument at the southwest property corner is not referenced correctly.

*Roberta L. Stewart*

Middleton Planning & Zoning Director





February 10, 2023

Mayor Steve Rule and City Council Members  
1103 W Main Street  
PO Box 487  
Middleton ID 83644

**RE: CITY OF MIDDLETON – WELL 8 GENERATOR PROJECT**

Dear Mayor Rule and City Council,

The City of Middleton received two (2) bids at the bid opening held on February 8th, 2023 for the above captioned project. As City Engineer, I recommend the contract for the CITY OF MIDDLETON – WELL 8 GENERATOR PROJECT be awarded to **AME Electric, Inc.** for the contract bid amount of \$114,300.00.

If you have any questions, or need additional information, I can be reached at 208.453.2028.

Respectfully submitted,  
Civil Dynamics, PC

  
\_\_\_\_\_  
By: Kirby Cook, PE  
City Engineer

City of Middleton – Well 8 Generator Project

Contractor	Bid Bond	Addendum 1	Total Bid
Challenger Companies, INC.	X	X	\$155,500
AME Electric, INC	X	X	\$114,300



# Notice of Award

Date: 2/10/2023

Project: Well 8 Generator Project

Owner: City of Middleton, ID

Owner's Contract No.:

Contract:

Bidder: AME Electric, Inc.

Bidder's Address: 3621 Arthur St.

Caldwell, ID 83605

You are notified that your Bid dated 2/7/2023 for the above Contract has been considered. You are the Successful Bidder and are awarded the Contract for Well 8 Generator Project.

The Contract Price of your Contract one hundred and fourteen thousand three hundred dollars.  
(\$114,300.00)

2 copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

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

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

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

\_\_\_\_\_  
Owner

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Honorable Mayor  
Title

Copy to Engineer



Date of Issuance: 2/9/2023	Effective Date:	Change Order No:
Project: Middleton RD & Sawtooth Lake Dr Roundabout	Owner: City of Middleton	Owner's Contract No.: P22-03
Contract: Middleton RD & Sawtooth Lake Dr Roundabout	Date of Contract: 7/29/2022	
Contractor: Knife River	Engineer's Project No.:	

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

Change Light Poles #6 and #7 to davit poles.

Attachments (list documents supporting change):

Knife River change order proposal date 2/6/2023. Knife River Job#: 30226048

Plans page 24.

Change In Contract Price	Change In Contract Times
Original Price: (Construction Total)	Original Contract Times: <del>Working Days</del> Calendar Days:
<u>\$ 3,093,137.00</u>	Substantial Completion (days or date): <u>NA</u>
[Increase][Decrease] from previously approved	Ready for final payment (days or date): <u>150</u>
Change Orders No. <u>NA</u> to No. <u>NA</u>	[Increase][Decrease] from previously approved
	Change Orders No. <u>0</u> to No. <u>0</u> :
<u>\$ 0.00</u>	Substantial Completion (days or date): <u>0</u>
Contract Price Prior to this Change Order	Ready for final payment (days or date): <u>0</u>
<u>\$ 3,093,137.00</u>	Contract Times Prior to this Change Order:
[Increase][Decrease] from this Change Order:	Substantial Completion (days or date): <u>NA</u>
<u>\$ 4,156.95</u>	Ready for final payment (days or date): <u>150</u>
Contract Price Incorporating this Change	[Increase][Decrease] from this Change Order:
<u>3,097,293.95</u>	Substantial Completion (days or date): <u>0</u>
	Ready for final payment (days or date): <u>0</u>
	Contract times with all approved Change Orders:
	Substantial Completion (days or date): <u>NA</u>
	Ready for final payment (days or date): <u>150</u>
RECOMMENDED:	ACCEPTED:
By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)
Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	ACCEPTED:
	By: <u>Mitch Huth</u>
	Contractor (Authorized Signature)
	Date: <u>2/10/2023</u>
	Date: _____



# KNIFE RIVER

AN MDU RESOURCES COMPANY

5450 W. Gowen Road  
Boise, ID 83709  
Phone: (208) 362-6152  
Fax: (208) 562-5045

Change Order  
No. 1

Title: CO 001 Davit Poles  
Project: Middleton Rd & Sawtooth Roundabout

Date: 2/6/2023  
Job #: 30226048

To: City of Middleton

Attention: Jason VanGilder

Description of Change: Change Pole #6 & #7 to Davit Poles

Item	Description	Quantity	Units	Unit Price	Mark Up	Net Amount
1	Electrical Subcontractor (Pricing Attached)	1	LS	\$3,959.00	5%	\$4,156.95

---

Original Contract Sum:	\$3,493,137.00
Original Construction Total:	\$3,093,137.00
Contract sum to increase by:	\$4,156.95
New Contract Sum including this Change Order	\$3,497,293.95
New Construction Total Including this Change Order	\$3,097,293.95

---

Company: City of Middleton

KNIFE RIVER

By: \_\_\_\_\_

By: Triston Hylton

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

Date: 2/6/2023



# Change Order

## Davit Pole Replacing Pole 6 & 7

### Quality Electric Inc.

5272 Irving Street  
Boise, ID 83706  
Phone: 208-375-1300  
Website: [www.qeidaho.com](http://www.qeidaho.com)

Knife River  
5450 W Gowen Rd  
Boise, Idaho 83709  
Attention: Triston Hylton

16 January 2023

Re: Change Order CO-01 for: Middleton & Sawtooth Lake Roundabout

We are pleased to quote on the above Change Order CO-01 as follows.

1. Price for 2 Davit Poles and additional labor to install; \$8,767.00
2. Credit for Pole 6 and Pole 7; (\$4,808.00)

We reserve the right to correct this quote for errors and or omissions.

#### Pricing:

For the Sum of \$3,959.00

The Change Order expires on 01-Feb-23.

We request an additional 0 days be added to the completion date of the project.

#### CHANGE ORDER TERMS:

Change order terms shall not be less any less stringent than the proposal terms outlined in our original proposal to your company, unless prior language has been written into the contract / agreement executed between our two companies.

#### ACCEPTANCE OF CHANGE ORDER

The above pricing and terms are satisfactory and are hereby accepted.  
Quality Electric Inc is authorized to do the work as specified.

Date of Acceptance: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

I would like to thank you for the opportunity to quote this Change Order. If you have any questions, please do not hesitate to reach out for further clarification.

Sincerely,

Sean Sivesind  
Quality Electric Inc.





Date of Issuance: 2/10/2023	Effective Date:	<b>Change Order No:</b>
Project: Middleton RD & Sawtooth Lake Dr Roundabout	Owner: City of Middleton	Owner's Contract No.: P22-03
Contract: Middleton RD & Sawtooth Lake Dr Roundabout		Date of Contract: 7/29/2022
Contractor: Knife River		Engineer's Project No.:

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

Deleted all work on or within 10' of Tax Parcel 18498000 0. Terminate paving of New Middleton Road at Station 17+00.

Costs shall be reflected in reductions of unit bit items where necessary.

**Attachments (list documents supporting change):**

See mark up of Sheet 8 of 42 Middleton Road Plan attached.

<b>Change In Contract Price</b>		<b>Change In Contract Times</b>
Original Price: <b>(Construction Total)</b>		Original Contract Times: <del>Working Days</del> <b>Calendar Days:</b>
<u>\$ 3,093,137.00</u>		Substantial Completion (days or <del>date</del> ): <u>NA</u>
[Increase][Decrease] from previously approved		Ready for final payment (days or <del>date</del> ): <u>150</u>
Change Orders No. <u>0</u> to No. <u>1</u>		<b>[Increase]</b> [Decrease] from previously approved
		Change Orders No. <u>0</u> to No. <u>1</u> :
<u>\$4,156.95</u>		Substantial Completion (days or <del>date</del> ): <u>NA</u>
Contract Price Prior to this Change Order		Ready for final payment (days or <del>date</del> ): <u>0</u>
		Contract Times Prior to this Change Order:
<u>\$ 3,097,293.95</u>		Substantial Completion (days or <del>date</del> ): <u>NA</u>
[Increase][Decrease] from this Change Order:		Ready for final payment (days or <del>date</del> ): <u>150</u>
<u>0.00</u>		[Increase][Decrease] from this Change Order:
Contract Price Incorporating this Change		Substantial Completion (days or <del>date</del> ): <u>NA</u>
		Ready for final payment (days or <del>date</del> ): <u>NA</u>
<u>3,097,293.95</u>		Contract times with all approved Change Orders:
		Substantial Completion (days or <del>date</del> ): <u>NA</u>
		Ready for final payment (days or <del>date</del> ): <u>150</u>
RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable):		Date: _____
_____		





## CUSTOMER COST QUOTE FOR IDAHO POWER FACILITIES

Customer or Project Name: CITY OF MIDDLETON -STREET SIGNAL- HARTLEY AND HWY 44

### Construction Costs

Line Installation Costs		
1. Line Installation/Upgrade Charge		\$1,599
2. Customer Credits (Betterment, Metering, Salvage)		\$0
3. Customer Performed Construction Work Credit		\$0
<b>4. Net Line Installation Cost</b>		<b>\$1,599</b>
Unusual Conditions		
5. Unusual Conditions		\$0
6. Unusual Conditions Bank Letter of Credit (Only for over \$10,000)		\$0
<b>7. Net Unusual Conditions</b>		<b>\$0</b>
Terminal Facilities Costs		
8. Terminal Facilities		\$2,631
9. Terminal Facilities Allowances		\$0
10. Terminal Facilities Salvage		\$0
<b>11. Net Terminal Facilities Cost</b>		<b>\$2,631</b>
<b>12. Underground Service and Attachment Charges</b>		<b>\$0</b>
<b>13. Engineering Charge</b>		<b>\$1,458</b>
<b>14. Permits</b>		<b>\$52</b>
<b>15. Relocation or Removal</b>		<b>\$499</b>
<b>16. Miscellaneous Charges/Adjustments</b>		<b>\$0</b>
<b>17. Net Construction Costs</b>	(Line Items 4, 7, 11, 12, 13, 14, 15, 16)	<b>\$6,239</b>
18. Prepaid Charges	(Engineering, Permits & Right-of-Way) \$0	
19. Vested Interest Charge		\$0
<b>20. Customer Payment Due Prior to Construction Scheduling</b>		<b>\$6,239</b>

This cost may not include all construction costs, see page 3 if additional service charges apply.

**Notes:** Due to labor shortages and pandemic-related supply chain issues, Idaho Power anticipates a possible shortage of certain materials and equipment necessary to complete the Work (as defined below) which may delay completion of the Work.

ITD ROAD RIGHT OF WAY PERMIT. WORKING ALONG SIDE HWY-44

Customer understands that charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

**Notice:** This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Internal use				Page 1 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
<b>00499841</b>		<b>27622986</b>	<b>0000162180</b>	<b>002</b>

By Initialing below, Customer acknowledges and agrees to the following:

\_\_\_\_\_ The Customer has received the Underground Residential Conduit Installation brochure/packet or will access  
Customer the information available online at  
initials <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>

\_\_\_\_\_ **Final Grade:** Customer understands that as of \_\_\_\_\_ the above-named project will  
Customer be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and  
initials sub grading completed by this date. The project must be properly referenced and have grade stakes installed  
at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths  
Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power  
facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines,  
elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground  
equipment, below-ground equipment, cable, or conduit.

\_\_\_\_\_ **Unusual Conditions:** As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are  
Customer construction conditions not normally encountered, but which Idaho Power may encounter during construction  
initials which impose additional, project-specific costs. These conditions include, but are not limited to: frost,  
landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching,  
boring, nonstandard facilities or construction practices, and other than available voltage requirements. The  
total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will  
be based on the actual costs incurred by Idaho Power related to the conditions encountered during  
performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual  
Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Internal use				Page 2 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00499841		27622986	0000162180	002

The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

**Construction Costs available for refund**

(Vested Interest limited to 5 years or 4 additional applicants)

\$0

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**Customer Payment Due Prior to Scheduling Construction**

**\$6,239**

**Underground Service Attachment Charges to be billed separately**

Customer  
initials

The Customer understands that Underground Service Attachment Charges will be billed separately on the first month's power bill after service installation has been completed. In addition, the Customer has reviewed and acknowledges their responsibility for these costs. Idaho and Oregon cost information are available online at:

ID: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/IdahoCostInfo.pdf>

OR: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/OregonCostInfo.pdf>

**Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:**

IDAHO POWER COMPANY  
2420 Chacartegui Ln  
Nampa, ID 83687

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

Idaho Power Representative \_\_\_\_\_ Quote Date 02/22/2023

Internal use				Page 3 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
<b>00499841</b>		<b>27622986</b>	<b>0000162180</b>	<b>002</b>



# Change Order

No. 7

Date of Issuance: 2/15/2023

Effective Date: 2/15/2023

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

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

### Description:

Forge fire main material cost for upsized fittings and install cap on 12" water main.

### Attachments (list documents supporting change):

La Riviere CO #7A – Forge Fire Lines- Upsize Fittings, #7B - 12" Water Main Cap (\$2,005.58)

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,478,968.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 6:

\$181,140.22

Contract Price prior to this Change Order:

\$1,660,108.72

[Increase] [~~Decrease~~] of this Change Order:

\$2,005.58

Contract Price incorporating this Change Order:

\$1,662,114.30

### CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 150

Ready for final payment (days or date): 180

[Increase] [~~Decrease~~] from previously approved Change Orders

Substantial completion (days): September 21, 2022

Ready for final payment (days): October 21, 2022

Contract Times prior to this Change Order:

Substantial completion (days or date): September 21, 2022

Ready for final payment (days or date): October 21, 2022

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date): September 21, 2022

Ready for final payment (days or date): October 21, 2022

### RECOMMENDED:

By:   
Engineer (Authorized Signature)


Date: 2-21-23

### ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

### ACCEPTED:

By:   
Contractor (Authorized)

Date: 2/23/2023

## PROJECT NAME

Contract # 2939

Change Order # 8 7A

Date 7/11/2022



### Forge Fire Lines - Upsize Fittings

<b>Description</b>	The increased material cost for repairing the firelines at the Forge school. These were called out as 4" in addendum #2 but when uncovered were a 6" and 8" lines requiring increase materials cost to repair. The change order request only includes material cost and labor to source the parts.
--------------------	--

<b>Element</b>	
Self Performance - direct cost to perform	\$1,066.06
Subcontractor Cost	\$0.00
Days General Conditions	\$ -

<b>Total:</b>		\$1,066.06
Profit on Material	15%	\$159.91
Profit on Labor	15%	\$0.00
Profit on Equipment	15%	\$0.00
Profit on Subcontracted work	5%	\$0.00
	Subtotal:	\$1,225.97
Builders Risk	0%	\$0.00
Bond	0%	\$0.00
G&A	0%	\$0.00
	Subtotal:	\$1,225.97
	TAX 6%	\$36.83
	<b>Total Change Amount:</b>	<b><u>\$1,262.80</u></b>

#### NOTES:

Price based on work to begin no later than March 6. (Price does not include a GC mobilization.)

Staff will include PM and Superintendent.

No submittal requirements

Proposal Submitted By:

\_\_\_\_\_  
Mark Standerfer

DATE: 8/31/2022

Proposal Approved By:

\_\_\_\_\_

DATE: \_\_\_\_\_



Self-Perform			Unit Cost			Extended Cost			
Activity	Quantity	Unit	Material Cost	Labor Cost	Equipment Cost	Material Total	Labor Total	Equipment Total	Total
	0	hr	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
6" couplers	2	EA	\$306.89	0.00	\$0.00	\$613.78	\$0.00	\$0.00	\$613.78
8" couplers	2	EA	\$672.90	\$0.00	\$0.00	\$1,345.80	\$0.00	\$0.00	\$1,345.80
Credit for 4" repair couplers	4	EA	-\$223.38	\$0.00	\$0.00	-\$893.52	\$0.00	\$0.00	-\$893.52
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					TOTAL	\$1,066.06	\$0.00	\$0.00	\$1,066.06

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

**NOTES:**

HVAC - Duct material is different from RFP

Quote is for single layer, custom color

Dual Layer neoprene only available in black





FEL 1822  
452 NORTH LOCUST GROVE RD.  
MERIDIAN, ID 83642-0000

Phone: 208-855-2040  
Fax: 208-855-2869

Deliver To:  
From: Joshua Arroyo  
Comments:

18:12:58 NOV 18 2022

Page 1 of 2

FERGUSON WATERWORKS #1701

Price Quotation  
Phone: 208-855-2040  
Fax: 208-855-2869

**Bid No:** B239227  
**Bid Date:** 11/18/22  
**Quoted By:** JDA

**Cust Phone:** 208-683-2646  
**Terms:** NET 10TH PROX

**Customer:** T LARIVIERE EQUIPMENT & EXCA  
5067 BUILDING CTR DR #B  
COEUR D ALENE, ID 83815

**Ship To:** T LARIVIERE EQUIPMENT & EXCA  
5067 BUILDING CTR DR #B  
COEUR D ALENE, ID 83815

**Cust PO#:**

**Job Name:**

Item	Description	Quantity	Net Price	UM	Total
MJLSLAP	4X12 MJ C153 LONG SLV L/A	1	90.820	EA	90.82
T602200	4 DI/PVC MJ REST TUFGRIP GLND PK	2	66.280	EA	132.56
	----				
	TOTAL				223.38
	----				
MJLSLAU	6X12 MJ C153 LONG SLV L/A	1	140.285	EA	140.29
T602205	6 DI/PVC MJ REST TUFGRIP GLND PK	2	83.300	EA	166.60
	----				
	TOTAL				306.89
	----				
MJLSLAX	8X12 MJ C153 LONG SLV L/A	1	355.320	EA	355.32
T602210	8 DI/PVC MJ REST TUFGRIP GLND PK	2	158.792	EA	317.58
	----				
	TOTAL				672.90
	----				
<b>Net Total:</b>					\$1203.17
<b>Tax:</b>					\$72.19
<b>Freight:</b>					\$0.00
<b>Total:</b>					\$1275.36



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Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1076&on=56069>

## PROJECT NAME

Contract # 2939

Change Order # 7B

Date 9/01/2022



### 12" Water Line Cap

Description	Cap waterline at the intersection of Hartley and Hwy 44 not shown on plans.
-------------	---

Element	
Self Performance - direct cost to perform	\$618.83
Subcontractor Cost	\$0.00
Days General Conditions	\$ -

<b>Total:</b>		\$618.83
Profit on Material	15%	\$77.82
Profit on Labor	15%	\$15.00
Profit on Equipment	15%	\$0.00
Profit on Subcontracted work	5%	\$0.00
	Subtotal:	\$711.65
Builders Risk	0%	\$0.00
Bond	0%	\$0.00
G&A	0%	\$0.00
	Subtotal:	\$711.65
	TAX 6%	\$31.13
	<b>Total Change Amount:</b>	<b><u>\$742.78</u></b>

#### NOTES:

Price based on work to begin no later than March 6. (Price does not include a GC mobilization.)

Staff will include PM and Superintendent.

No submittal requirements

Proposal Submitted By:

\_\_\_\_\_  
Mark Standerfer

DATE: \_\_\_\_\_

Proposal Approved By:

\_\_\_\_\_

DATE: \_\_\_\_\_

Self-Perform			Unit Cost			Extended Cost			
Activity	Quantity	Unit	Material Cost	Labor Cost	Equipment Cost	Material Total	Labor Total	Equipment Total	Total
Install cap	1	LS	\$518.83	\$100.00	\$0.00	\$518.83	\$100.00	\$0.00	\$618.83
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					<b>TOTAL</b>	<b>\$518.83</b>	<b>\$100.00</b>	<b>\$0.00</b>	<b>\$618.83</b>

Subcontractor			Unit Cost			Extended Cost			
Activity	Quantity	Unit	Material Cost	Labor Cost	Equipment Cost	Material Total	Labor Total	Equipment Total	Total
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
								<b>TOTAL</b>	<b>\$0.00</b>

**NOTES:**

*HVAC - Duct material is different from RFP*

*Quote is for single layer, custom color*

*Dual Layer neoprene only available in black*



6715 WEST OVERLAND DRIVE  
IDAHO FALLS, ID 83402-5700

Please contact with Questions: 208-528-7490

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0833071	\$592.06	56069	1 of 1


PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1701  
PO BOX 802817  
CHICAGO, IL 60680-2817

SHIP TO:

T LARIVIERE EQUIPMENT & EXCAVA  
5067 BUILDING CTR DR #B  
COEUR D ALENE, ID 83815

COUNTER PICK UP  
2907 BRANDT AVE  
NAMPA, ID 83687-6857

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1076	1076	IDONLY	CAP	822	CAP	09/06/22	IO 42634
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	1	T602220	12 DI/PVC MJ REST TUFGRIP GLND PK	290.176	EA	290.18	
1	1	<del>RAP14300</del>	<del>RAPTOR GRADIENT TRFDO LVL</del>	<del>39.720</del>	EA	<del>39.72</del>	
1	1	MJSCAPLA12	12 MJ C153 SLD CAP L/A	228.650	EA	228.65	
INVOICE SUB-TOTAL							558.55
TAX						Idaho	33.51
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH 'NP' IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay your bill?							
Log in to <b>Ferguson.com</b> and request access to Online Bill Pay.							
							
TERMS: NET 10TH PROX		ORIGINAL INVOICE			TOTAL DUE		\$592.06

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.  
\*Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.\*



www.equipmentwatch.com

## Rental Rate Blue Book®

October 31, 2013

### On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:

300 HP & Over 300 HP & Over

### Configuration for On-Highway Light Duty Trucks

Power Mode	Diesel	Cab Type	Crew
Axle Configuration	4X4	Ton Rating	1
Horsepower	325.0		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,100.00	\$310.00	\$78.00	\$12.00	\$19.80	\$26.05
<b>Adjustments</b>						
Region (Washington: 98.3%)	(\$18.70)	(\$5.27)	(\$1.33)	(\$0.20)		
Model Year (100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
<b>Total:</b>	<b>\$1,081.30</b>	<b>\$304.73</b>	<b>\$76.67</b>	<b>\$11.80</b>	<b>\$19.80</b>	<b>\$25.94</b>

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	\$638.00 / mo
Overhaul (ownership)	28%	\$308.00 / mo
CFC (ownership)	4%	\$44.00 / mo
Indirect (ownership)	10%	\$110.00 / mo
Fuel (operating) @ \$3.98	78%	\$15.52 / hr

Revised Date: 2nd Half 2013



# Change Order

No. 8

Date of Issuance: 2/15/2023

Effective Date: 2/15/2023

Project: Hartley Sewer Main Project	Owner: City of Middleton, Idaho	Owner's Contract No.:
Contract:		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:

Contract change orders and quantity adjustments, brings initial contract price to current contract price.

### Attachments (list documents supporting change):

Appendix A - Quantities Adjustments (CO #4, Trench Backfill, Boring, Type P1, P2, P3, and C Surface Restoration, pedestrian Ramp, Vertical Curb, and Concrete Sidewalk) - (\$16,799.09), CO #1-7

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,478,968.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 7:

\$183,145.80

Contract Price prior to this Change Order:

\$1,662,114.30

[Increase] [~~Decrease~~] of this Change Order:

\$16,799.09

Contract Price incorporating this Change Order:

\$1,678,913.39

### CHANGE IN CONTRACT TIMES:

Original Contract Times:

☐ Working days

☒ Calendar days

Substantial completion (days or date): 150

Ready for final payment (days or date): 180

[Increase] [~~Decrease~~] from previously approved Change Orders

Substantial completion (days): September 21, 2022

Ready for final payment (days): October 21, 2022

Contract Times prior to this Change Order:

Substantial completion (days or date): September 21, 2022

Ready for final payment (days or date): October 21, 2022

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): September 21, 2022

Ready for final payment (days or date): October 21, 2022

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 2-21-23

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: [Signature]  
Contractor (Authorized)

Date: 2/23/2023

# APPENDIX A

ORIGINAL CONTRACT PRICE	<u>\$1,478,968.00</u>
CHANGE ORDER # 1	(\$-50,948.00)
CHANGE ORDER # 2	\$5,572.49
CHANGE ORDER # 3	\$2,120.99
CHANGE ORDER # 4	\$166,185.48
CHANGE ORDER # 5	\$44,384.75
CHANGE ORDER # 6	\$13,824.51
CHANGE ORDER # 7	\$2,005.58
CONTRACT PRICE AFTER INCORPORATING CHANGE ORDERS	<u>\$1,662,114.30</u>

## BELOW ARE QUANTITY ADJUSTMENTS FOR ALL CHANGE ORDERS AND BID ITEMS

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	INSTALLED QUANTITY	ITEM TOTAL INCREASE/DECREASE
	CHANGE ORDER 4	1 LS	0.68 LS	(\$-53,179.35)
306.4.1.D.1	IMPORTED TRENCH BACKFILL	1000 LF	1450 LF	\$19,800.00
307.4.1.A.1	STEEL CASING PIPE BORING AND JACKING, 60 INCH DIAMETER, 1/2" THICK	167 LF	185.67 LF	\$37,003.94
307.4.1.F.1	TYPE P1 SURFACE RESTORATION – ASPHALT	428 LF	483 LF	\$9,405.00
307.4.1.F.1	TYPE P2 SURFACE RESTORATION – ASPHALT	185 LF	304 LF	\$8,806.00
307.4.1.F.1	TYPE P3 SURFACE RESTORATION – ASPHALT	145 LF	228 LF	\$2,407.00
307.4.1.F.1	TYPE C SURFACE RESTORATION	348 LF	0 LF	(\$-6,264.00)
706.4.1.A.5	STANDARD 6" VERTICAL CURB AND GUTTER	90 LF	146 LF	\$3,024.00
706.4.1.E.1	CONCRETE SIDEWALK, 5" THICKNESS	42.5 SY	57 SY	\$1,058.50
706.4.1.H.1	PEDESTRIAN RAMP W/DETECTABLE DOMES	8 EA	6 EA	(\$-5,262.00)
QUANTITY ADJUSTMENT INCREASE				\$16,799.09
CONTRACT PRICE AFTER INCORPORATING CHANGE ORDERS				\$1,662,114.30
<b>FINAL CONTRACT PRICE INCORPORATING QUANTITY ADJUSTMENTS</b>				<b><u>\$1,678,913.39</u></b>

- Change Order 4 – Worked with the Canyon County Water Company to remove concrete requirements over their pipes, this removed the concrete costs from the change order.



This also made it possible for the contractor to backfill immediately, removing extra pipe supports included in the change order.

- Imported Trench Backfill – Unsuitable trench backfill material was encountered from MH-A9 to just passed A-10. Import backfill was used in this area that was previously not planned for.
- Steel Casing Pipe Boring – The City pressure sewer line ended up being in the corner of the bore receiving pit, in order to not compromise the pressure sewer pipe while operational the bore had to be extended.
- Type P1 Surface Restoration – Ground conditions opened up the area causing additional asphalt to need removed to make ensure backfill compaction.
- Type P2 Surface Restoration – Whiffin Lane was a chip seal road in bad condition. After contractor had cleaned up area, Whiffin was cut back farther than anticipated because of heavy equipment tearing up the chip seal road.
- Type P3 Surface Restoration – Underground utilities on the northside of SH44 caused the bore jacking pit to be relocated to southside of SH44. This along with ground conditions caused pathway to be compromised and need replaced in this area that was not anticipated.
- Type C Surface Restoration – Area not used by public works very often, removed for a cost savings to the project.
- Standard 6" Vertical Curb and Gutter – Ground conditions caused trench to open up wider than anticipated and cause more curb to need replaced to ensure compaction under all curb.
- Concrete Sidewalk, 5" Thick- Ground conditions caused trench to open up wider than anticipated and cause more sidewalk to need replaced to ensure compaction under all sidewalk.
- Pedestrian Ramp W/Detectable Domes – Contractor was able to keep two pedestrian ramps in place that were not damaged during construction and therefore did not need replaced.

# Change Order

No. 1

Date of Issuance: 1/6/2022

Effective Date: 1/6/2022

Project: Hartley Sewer Main  
Project  
Contract:

Owner: City of Middleton, Idaho

Owner's Contract No.:

Date of Contract: 11/4/2021

Contractor: La Riviere, Inc.

Engineer's Project No.:

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

Description:

Remove Willow Creek bore and open trench. This change order is the amount credited back to the cost of the 52 ft bore.

**Attachments (list documents supporting change):**

La Riviere PCO-001 Open Cut Willow Creek

## CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,478,968.00 50

[Increase] [Decrease] from previously  
approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

\$1,478,968.00 50

[Increase] [Decrease] of this Change Order:

\$ -50,948.00

Contract Price incorporating this Change  
Order:

\$ 1,428,020.50

## CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working ☐ Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders  
No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 1/6/2022

Approved by Funding Agency (if applicable):

ACCEPTED:

By: [Signature]  
Owner (Authorized Signature)

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

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 2/2/22

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

# Change Order

No. 2

Date of Issuance: 2/14/2022

Effective Date: 2/14/2022

Project: Hartley Sewer Main Project	Owner: City of Middleton, Idaho	Owner's Contract No.:
Contract:		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:

Install 8" C-900 pressure line into manhole up stream of the project. Includes all work, pipe, fittings and surface reconstruction.

### Attachments (list documents supporting change):

La Riviere PCO-002 Pressure Sewer Tie-In

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,478,968.50

~~Increase~~ ~~Decrease~~ from previously approved Change Orders No. 1

\$-50,948.00

Contract Price prior to this Change Order:

\$1,428,020.50

~~Increase~~ ~~Decrease~~ of this Change Order:

\$ 5,572.49

Contract Price incorporating this Change Order:

\$1,433,592.99

### CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working ☐ Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

~~Increase~~ ~~Decrease~~ from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

~~Increase~~ ~~Decrease~~ of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: [Signature]  
(Engineer (Authorized Signature))

Date: 2-14-22

Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By: [Signature]  
Owner (Authorized Signature)

Date: 2/15/22

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 2/15/22

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

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 1

# Change Order

No. 3

Date of Issuance: 2/15/2022

Effective Date: 2/15/2022

Project: Hartley Sewer Main  
Project

Owner: City of Middleton, Idaho

Owner's Contract No.:

Contract:

Date of Contract: 11/4/2021

Contractor: La Riviere, Inc.

Engineer's Project No.:

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

Description:

Core manhole A1 and connect 6" re-use drain line into manhole.

## Attachments (list documents supporting change):

La Riviere PCO-003 Reuse Tie-In

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,478,968.50

[Increase] [Decrease] from previously  
approved Change Orders No. 1 to No. 2

\$45,375.51

Contract Price prior to this Change Order:

\$1,433,592.99

[Increase] [Decrease] of this Change Order:

\$2,120.99

Contract Price incorporating this Change  
Order:

\$1,435,713.98

### CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working ☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders  
No. 1 to No. 2:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:

By:

Engineer (Authorized Signature)

Date:

2-15-22

Approved by Funding Agency (if applicable):

ACCEPTED:

By:

Owner (Authorized Signature)

Date:

2/17/2022

ACCEPTED:

By:

Contractor (Authorized Signature)

Date:

2/15/22

Date:

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 1

# Change Order

No. 4

Date of Issuance: 5/18/2022

Effective Date: 5/18/2022

Project: Hartley Sewer Main Project	Owner: City of Middleton, Idaho	Owner's Contract No.:
Contract:		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:

Original Contract Price:

\$1,478,968.00

~~[Increase]~~ [Decrease] from previously  
approved Change Orders No. 1 to No. 3:

\$43,254.02

Contract Price prior to this Change Order:

\$1,435,713.98

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 166,185.48

Contract Price incorporating this Change  
Order:

\$1,601,899.46

### CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working ☒ Calendar days

Substantial completion (days or date): 150

Ready for final payment (days or date): 180

~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders  
No. 1 to No. 3:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 150

Ready for final payment (days or date): 180

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date): 28

Ready for final payment (days or date): 28

Contract Times with all approved Change Orders:

Substantial completion (days or date): 178

Ready for final payment (days or date): 208

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 5-18-22

Approved by Funding Agency (if applicable):

ACCEPTED:

By: [Signature]  
Owner (Authorized Signature)

Date: 5-18-2022

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 5/19/2022

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



# Change Order

No. 5

Date of Issuance: 8/8/2022

Effective Date: 8/8/2022

Project: Hartley Sewer Main Project	Owner: City of Middleton, Idaho	Owner's Contract No.:
Contract:		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:

Perfection tire service line connection and use tax on 30" sewer pipe.

## Attachments (list documents supporting change):

La Riviere CO #5 – RFP Perfection Tire Sewer service

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,478,968.00

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 4:

\$122,930.96

Contract Price prior to this Change Order:

\$1,601,899.46

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 44,384.75

Contract Price incorporating this Change Order:

\$1,646,284.21

### CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working ☒ Calendar days

Substantial completion (days or date): 150

Ready for final payment (days or date): 180

~~[Increase]~~ [Decrease] from previously approved Change Orders No. 1 to No. 4:

Substantial completion (days): 28

Ready for final payment (days): 28

Contract Times prior to this Change Order:

Substantial completion (days or date): 178

Ready for final payment (days or date): 208

~~[Increase]~~ ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date): September 21, 2022

Ready for final payment (days or date): October 21, 2022

Contract Times with all approved Change Orders:

Substantial completion (days or date): September 21, 2022

Ready for final payment (days or date): October 21, 2022

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 8-8-22

Approved by Funding Agency (if applicable):

ACCEPTED:

By: [Signature]  
Owner (Authorized Signature)

Date: 9/13/2022

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 8/8/2022

Date:

# Change Order

No. 6

Date of Issuance: 9/2/2022

Effective Date: 9/2/2022

Project: Hartley Sewer Main  
Project

Owner: City of Middleton, Idaho

Owner's Contract No.:

Contract:

Date of Contract: 11/4/2021

Contractor: La Riviere, Inc.

Engineer's Project No.:

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

### Description:

Remove existing and install new manhole for Tractor Supply tie-in, 2 foot barrel section for MH-A1 to bring to grade.

### Attachments (list documents supporting change):

La Riviere CO #6 – Remove MH and Install New Manhole – Tractor Supply, 2' Barrel Section

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,478,968.00

[Increase] ~~[Decrease]~~ from previously  
approved Change Orders No. 1 to No. 5:

\$167,315.71

Contract Price prior to this Change Order:

\$1,646,284.21

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 13,824.51

Contract Price incorporating this Change  
Order:

\$1,660,108.72

### CHANGE IN CONTRACT TIMES:

Original Contract  
Times:

☐ Working  
days

☒ Calendar  
days

Substantial completion (days or date): 150

Ready for final payment (days or date): 180

[Increase] ~~[Decrease]~~ from previously approved Change  
Orders

Substantial completion (days): September 21, 2022

Ready for final payment (days): October 21, 2022

Contract Times prior to this Change Order:

Substantial completion (days or date): September 21, 2022

Ready for final payment (days or date): October 21, 2022

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): September 21, 2022

Ready for final payment (days or date): October 21, 2022

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 9-2-22

ACCEPTED:

By: [Signature]  
Owner (Authorized Signature)

Date: 9/12/2022

ACCEPTED:

By: [Signature]  
Contractor (Authorized)

Date: 09-02-2022





# Change Order

No. 9

Date of Issuance: 2/23/2023

Effective Date: 2/23/2023

Project: Hartley Sewer Main Project	Owner: City of Middleton, Idaho	Owner's Project No.: P21-01
Contract:		Date of Contract: 11/4/2021
Contractor: La Riviere, Inc.		Engineer's Project No.:

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

The Project Engineer has indicated that a significant quantity of imported rock materials was necessary for stabilizing soils beneath the pipe trench that may not have been anticipated by the contract documents. The Contractor has been unable to provide documentation identifying specific costs attributable to this condition in a manner the City considers suitable. This issue is described in the attached memorandum from Civil Dynamics entitled Trench Stabilization Rock – Hartley Sewer Main Project.

The parties agree that the duration of the Contractor's work has exceeded the time for completion specified in the contract and as modified by previous change orders. According to the terms of the contract the City is entitled to collect liquidated damages offsetting the impacts to the City attributable to the Contractor exceeding these time requirements. A summary of the time expended on the project along with a corresponding calculation of the associated liquidated damages is provided in the attached memorandum from Civil Dynamics entitled Liquidated Damages – Hartley Sewer Main Project.

With this change order the parties agree to the following: 1) The Project Engineer's estimate of the cost of imported trench stabilization material used on the project likely equals or exceeds the liquidated damages that could be assessed due to delays in not meeting contract specified time requirements. 2) The Contractor agrees to relinquish any and all claims on the project including, but not limited to, compensation for additional trench subbase stabilization. 3) The City, in consideration for the release of all potential claims on the project, agrees to waive the imposition of liquidated damages that may be due for time expended on or before May 31, 2023.

## **Attachments (list documents supporting change):**

Civil Dynamics memorandum on Imported Rock for Trench Stabilization dated 2/23/23.

Civil Dynamics memorandum on Liquidated Damages dated 2/23/23.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$1,478,968.00

[Increase] ~~[Decrease]~~ from previously  
approved Change Orders No. 1 to No. 8:

\$199,944.89

Contract Price prior to this Change Order:

\$1,678,913.39

~~[Increase]~~ ~~[Decrease]~~ of this Change Order:

\$0

Contract Price incorporating this Change  
Order:

\$1,678,913.39

**CHANGE IN CONTRACT TIMES:**Original Contract  
Times:☐ Working  
days☒ Calendar  
daysSubstantial completion (days or date): 150Ready for final payment (days or date): 180[Increase] ~~[Decrease]~~ from previously approved Change  
OrdersSubstantial completion (days): September 21, 2022Ready for final payment (days): October 21, 2022

Contract Times prior to this Change Order:

Substantial completion (~~days or~~ date): September 21, 2022Ready for final payment (~~days or~~ date): October 21, 2022~~[Increase]~~ ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (~~days or~~ date): May 31, 2023

Contract Times with all approved Change Orders:

Substantial completion (~~days or~~ date): September 21, 2022Ready for final payment (~~days or~~ date): May 31, 2023**RECOMMENDED:**

By: \_\_\_\_\_

Engineer (Authorized Signature)

Date: 2-23-23**ACCEPTED:**

By: \_\_\_\_\_

Contractor (Authorized Signature)

Date: 2-23-2023**ACCEPTED:**

By: \_\_\_\_\_

Owner (Authorized Signature)

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



February 23, 2023

TO: Jason Van Gilder, PE, Public Works Director

FROM: Civil Dynamics, City Engineer

BY: Kirby Cook, PE

**RE: Trench Stabilization Rock – Hartley Sewer Main Project**

The contractor has requested payment for the additional imported rock material used for trench stabilization on the Hartley Sewer Main Project. The contractor's request is only to be compensated for the material costs and not for labor or equipment costs associated with the installation.

#### Background

Trench stabilization rock was necessary in certain locations because the native soils below the pipe bedding did not have a suitable consistency to support the sewer pipe bedding. Without the addition of this rock the sewer pipe could not have been placed, backfilled, and the trench compacted as required in the construction specifications. The rock used was 2" drain rock.

The loose sand encountered at the bottom of the sewer trench was saturated with groundwater which exacerbated the condition and further destabilized the sand.

Installation of stabilization rock generally entailed additional dewatering due to the movement of groundwater through the sandy soils and the installation of stabilization rock until the rock created a stable surface across the loose sand. Once a stabilized surface was achieved the contractor could proceed with the installation of ¾-inch crushed rock used for bedding and upon which the pipe would be placed.

#### Locations of Unsuitable Soils

Civil Dynamics observed the installation of excess trench stabilization rock at most locations throughout the project. The subsurface soils were observed as a sand material underlayment that was deep, loose, and heaving or caved.

Most of the trench line required only minor quantities of stabilization rock, however some areas along Hartley Lane (approximately station 31+00 and 52+00) were observed to have a deeper sand layer requiring additional stabilization rock.

#### Corroborating Information

Concurrent with this project, Civil Dynamics discussed this condition with the engineer for the Carlton Meadows Subdivision (immediately east of the Hartley project). Carlton Meadows's Engineer Joe Canning indicated that project had encountered similar unsuitable soils at a similar depth that adversely impacted their sewer pipe installation. Mr. Canning indicated installation of 12 to 24 inches of trench stabilization rock was typical for the sewer line installation throughout the Carlton project.

#### Contract Parameters

The Idaho Standards for Public Works Construction (ISPWC) are incorporated into the Contract and indicate that if a specific bid item for stabilization rock is not included in the bid schedule it is to be



considered incidental to the other bid items. (Include specification reference) A bid item for trench stabilization was not included in the Hartley Sewer Main bid schedule. Trench stabilization rock is considered incidental to the contract.

The contractor has stated that they included an allowance for trench stabilization rock in their bid item for pipe installation. The allowance for trench stabilization rock was based on their past experience and professional judgement but was insufficient for the amount of rock required for the actual installation on this project.

Civil Dynamics past experience with sewer line installations in the City are that the quantity of trench stabilization rock necessary for this project exceeded the quantity typical for sewer installations in other areas of the City.

#### Notification Timeline and Documentation

The contractor provided an initial notice of this condition verbally to Civil Dynamics while Civil Dynamics was providing construction site observation services. This was conveyed via email on 5/10/2022. Civil Dynamics responded to that notification with a determination that the trench stabilization rock was to be considered incidental to the other bid items verbally and formally via an email on 6/22/2022. There is not a record of the contractor disputing or protesting that determination within the parameters for filing a protest described in the contract documents.

The Contractor submitted a change order proposal on 9/14/2022 for the \$34,379.43 material cost of the stabilization rock. The City requested clarification on numerous items within that change order in an email dated 9/20/2022.

The Contractor resubmitted a request for a change order on 1/20/2022 with \$19,325.09 attributed to stabilization rock. The City again replied with a request for clarification on 1/20/2022 requesting that the contractor further substantiate their request.

In subsequent correspondence between the City and the Contractor, the Contractor proposed to waive the claim for additional trench stabilization rock in exchange for the City waiving the assessment of liquidated damages attributable to the project. The City determined this could be a viable approach to resolving this issue and agreed to present the proposal to the City Council for final approval. Based on this course of action, further negotiations with the contractor on this issue have been suspended.

#### Professional Assessment

Based on Civil Dynamics observations during construction, the stabilization rock necessary to be installed on this project exceeded what might reasonably have been anticipated for a project. The installation of the rock was vital to ensuring that the pipeline is able to operate correctly.

Using rudimentary estimation techniques shown on the attached worksheet, it is Civil Dynamics opinion that the actual cost to the contractor of the stabilization rock was likely to have been in excess of \$15,000.

Although we consider the contractor's efforts thus far to have been insufficient to definitively establish the validity of the claim or to provide adequate cost accounting of the impact, we could recommend to



both parties a negotiated settlement addressing this issue that places a value of this item in the \$15,000 to \$25,000 range.


Trench Stabilization Rock		
Length	2100	ft
Width	6.5	ft
Depth	1.5	ft
CF	20475	ft^3
CY	758.3	yard^3
Tons	1137.5	ton
Stabilization Rock Cost Only	\$ 16,789.50	



February 23, 2023

TO: Jason Van Gilder, PE, Public Works Director

FROM: Civil Dynamics, City Engineer

BY: Kirby Cook, PE 

**RE: Liquidated Damages - Hartley Sewer Main Project**

The contract for the Hartley Sewer Main project contains a provision (Agreement Article 4.03) that allows the Owner to collect liquidated damages of \$200 for each day after the time allowed to achieve completion.

The Contract time was initially established in the Agreement as modified in Addendum #1. The Contract time was further modified in Change Orders 4 and 5 to provide a substantial completion date of September 21, 2022, and a final completion date of October 21, 2022.

The contractor achieved substantial completion on October 11, 2023; 20 days after the substantial completion date set forth in the contract. Substantial completion liquidated damages equal \$4,000.

Liquidated damages for failing to achieve final completion could be calculated as actual damages incurred by the City in lieu of a calculated amount. Actual damages to the City from delays in achieving final completion are generally recognized to be the billed costs from the City's consultant managing the project. Civil Dynamics presently estimates their consulting costs on this project subsequent to October 21, 2022 will be \$11,975.

Civil Dynamic's estimate includes an allowance to track the final landscaping work on the project punchlist through May 31, 2023. That landscaping work has been suspended pending spring weather but could be completed by May 31, 2023. Should the work not be completed by May 31<sup>st</sup> 2023 or final change order negotiations extend past March 1, 2023; the above estimate would need to be re-evaluated.