

AGENDA City Council Meeting City of Middleton, Idaho

Date: Wednesday May 17, 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

Public Comments:

Information Item:

- 1. Update on RFQ for Comprehensive Plan Update Ms. Stewart
- Staff Recommendations on Food Truck Ordinance and Matrix of potential provisions. Ms. Stewart

Action Items:

- Consent Agenda (items of routine administrative business)
 - a. Consider approving minutes for City Council May 3, 2023, Regular meeting.
 - b. Consider approving minutes for City Council May 11, 2023, Special Meeting
 - c. Consider ratifying payroll for May 5, 2023, in the amount of \$102,862.29.
 - d. Consider approving accounts payable through May 5, 2023, in the amount of \$369,667.82.
- 2. Consider approving City Beer and Wine Licenses to the following businesses:
 - a. 208 Burger Q
 - b. Tsai's Kitchen
 - c. The Vault 21 Club
- Consider authorizing the City Clerk to approve Beer and Wine Licenses to the following businesses once complete applications are received prior to May 31, 2023.
 - a. Jacksons Food Stores Extra Mile #177
 - b. Jacksons Food Stores #22
 - c. Casa Mexico
 - d. The Chapp Wine & Tap
 - e. Garbonzo's Pizza
 - f. Ridley's Family Market
 - g. Family Dollar
- Consider approval of change order #6 with Knife River in the amount of \$7,831.95 for the installation of an additional davit pole on the Sawtooth Roundabout Project. - Mr. Van Gilder
- Consider authorizing the Mayor to execute a Consultant Service Task Order with J-U-B Engineers Inc, to prepare an update to the City's Pavement Management Plan in an amount not to exceed \$37,600. - Mr. Van Gilder

- Consider a motion to approve a license agreement with Drainage District No. 2 for the provision of irrigation water to the City's owned parcel R33868010B leased to Greater Middleton Parks for use as Hillside Park. - Ms. Crofts
- 7. Consider approval to purchase budgeting software from ClearGov for FY'24 in the amount of \$23,400.00. This includes a one-time setup fee of \$4,680.00 and annual cost of \$18,720.00. Ms. Miles Treasure

Budget Workshop:

- Discussion of water and sewer fees Mr. Van Gilder
- Ms. Miles Treasure

Mayor, and Council Comments:

Adjourn:

Posted by:

Amber Day, Deputy Clerk

Date: May 12, 2023, 5:00 p.m.

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

Potential Middleton Food Truck Rules

Code Provisions Council Indicated earlier to be desirable

Provide written permission from property owner

Provide proof of S.W. District Health approval

Provide proof of general liability, auto, and workers' compensation insurance

Cannot occupy parking spaces that would be required by the brick mortar business to comply with City parking code

All cooking and food prepartion activities to be conducted only inside food truck. No grills or stoves on open lot

No vending on a public street

Staff Recommends allowing only Temporary Activity & Limiting Permanent activity

No over-night parking on a lot. Food trucks allowed on site only from 6 a.m. to 10 p.m. (City Parks should be dawn to dusk)

No hook-up to external public utilties (also prevents them from using City utilities at taxpayer expense)

No street furniture, tables, lamp light (Temporary signs allowed, but they must be removed at the end of the day)

Vending permit is an annual permit and it expires December 31st of each year.

Staff Recommends limiting density

Only one food truck per tax parcel

Except City will allow three food trucks in Piccadilly Park at any given time. First come, first serve. Must sign indemnity agreement to protect City. (does not need to be codified because City owns the property)

Staff recommended miscellaneous provisions

Provide sanitary sewer plan

No food trucks on vacant lots: fire hazard with mufflers and tall grass, soil erosion, and mud tracked on to city streets.

Increase current \$35 fee to \$75-\$125: covers clerk time, zoning review, enforcement, police & fire regulation

Miscellaneous Considerations

Background Checks & Fingerprinting are not advised because no standard for judgement. Work force too transient. We do not require it for restaurant workers in a brick and mortar restaurant.

No preferred food truck list. Instead everyone is treated the same

Limiting hours to 4 or 6 hours is too difficult to enforce on a daily basis; however, preventing over-night parking is easier to enforce because any violation is easily observable after 10 p.m.

Designating distinct areas to vend is unnecessary. Recent zoning ordinance took care of that.

Should gasoline generators be banned due to noise? Only Boise bans these generators. Zoning does not allow food trucks in residential areas so gasoline generators my not be too troublesome.

Food Truck Rules Per City						
	Boise	Star	Meridian	Nampa	Caldwell	Eagle
Written permission from Property Owner			Х	Х	Х	Х
Designated Areas Only	Х		Х	Х		
Liability Insurance/Bond		х				Х
Background Check &	×		x	х	x	
Fingerprinting	X		Χ	Х	^	Х
Commercial Area	NOT DOWNTOWN	CUP required				4 hrs
Residential Areas						2hrs
Approved Food Truck list						Х
Sanitary Sewer Plan					х	
Temporary - No hook up to external public utilities/parking meter, tree, streetlight, street furniture	х			х		
No Eatery - Tables, Benches, Umbrellas				Х		
Not allowed on Vacant or Unimproved Lot				Х		
Not allowed to have multiple trucks on same lot	50 ft away			Х		
Vendors located on a noncombustible surface (gravel, concrete, asphalt)				х	х	
No Gasoline Generators/Propane Generators cannot be placed on ground	х					
Temporary Use Permit		365 days		180 days		
Cannot occupy parking spaces REQUIRED for principal buisness on the parcel				х		
Proof of Motor Vehicle Insurance		х	Х		Х	
Disctrict Health Permit		х	х	Х	х	
Not permitted to park during non-vending hours	х	х	Х	Х	Х	х
BBQ Grills must be enclosed and permanently built into						
structure	Х				Х	
Unsecured menu boards/sidewalk signs prohibited	Х					
Workers Compensation Insurance		х				

MIDDLETON CITY COUNCIL MAY 3, 2023

The Middleton City Council Meeting was called to order on May 3, 2023, at 5:32 p.m. by Mayor Steve Rule.

Roll Call:

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

Mayor Steve Rule, City Attorney Taylor Yett, City Administrator Ms. Crofts, Public Works Director Mr. Van Gilder, and Deputy Clerk Ms. Reynolds were present.

Pledge of Allegiance, Invocation: Jim Taylor

Action Items

A. Approve Agenda

Motion: Motion by Council President Kiser to approve Agenda posted April 28, 2023. Motion seconded by Council Member O'Meara and approved Unanimously.

Information Item:

1. Special Recognition to Hubble Homes, Qualitree, Dahle Construction, Mountain Companies, and Precision Excavation and Construction for their exceptional work on clearing the pathway along Mill Creek. – Mayor Rule

Mayor Rule recognized those companies for their contribution to the pathway. Representatives from Hubble Homes accepted plaques on behalf of the other companies.

Action Item:

- 1. Consent Agenda (items of routine administrative business) (Action Items)
 - a. Consider approving minutes for City Council April 5, 2023, meeting.
 - b. Consider ratifying payroll for April 7, 2023, in the amount of \$106,841.75.
 - c. Consider approving accounts payable through April 7, 2023, in the amount of \$251.966.59.
 - d. Consider Authorizing the Mayor or his designee to accept JBJ Diesel's quote to repair the rear suspension on the City's 1994 Kenworth Dump Truck (Vehicle ID 118) in an amount not to exceed \$5,352.61. – Mr. Van Gilder
 - e. Consider Authorizing the Mayor or his designee to ratify the Staff's authorization to Do-It-Once Welding for the repair of the dump truck bed on the City's 1994 Kenworth Dump Truck (Vehicle ID 118) in an amount not to exceed \$5,700.00 Mr. Van Gilder
 - f. Consider amending the City's On-Call Professional Services Roster to include the following firms: Third Axis; Compass Ecospatial, LLC; and Advanced Control Systems, LLC. Mr. Van Gilder

Mayor Rule called items and Council President Kiser asked Council if they had questions regarding the accounts payable. None

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

2. Consider approving Middleton Chamber of Commerce Special Event Permit for the 4th of July Celebration and Parade and waive fees. - Ms. English

Mayor Rule called the item and Ms. Zimmerman and Ms. Kendell from the Chamber explained the application and requested the fees to be waived.

Motion: Motioned by Council President Kiser to approve the request from Middleton Chamber of Commerce Special Event Permit for the 4th of July Celebration and Parade and waive fees. Motion seconded by Council Member O'Meara and approved unanimously.

3. Consider entering into an agreement with West Valley Humane Society and consider paying outstanding charges or negotiating charges. - Director Adkins

Mayor Rule called the item and Ms. Adkins and Ms. Vink from the West Valley Humane Society presented information about the services they provide and proposed entering into a contract with the City and negotiating outstanding charges from previous years.

Discussion about the possibility of city residents paying twice, the difference between city residents and county residents, city licensing, and communication that may have occurred between the former Humane Society Director and the former Police Chief.

President Kiser confirmed the City has no outstanding charges as previously stated because the City has not ever entered into a contract with the Humane Society.

Motion: Motion by Council President Kiser to table item number 3 to a date to be determined when we can gather the other information necessary to make a decision. Motion seconded by Council Member O'Meara and approved unanimously.

4. Consider authorizing the Mayor to execute a Consultant Service Task Order with Keller & Associates for the design of the Dewey Ave. culvert replacement project in an amount not to exceed \$60,600. - Mr. Van Gilder.

Mayor Rule called the item and Mr. Van Gilder explained it.

Motion: Motion by Council President Kiser authorizing the Mayor to execute a Consultant Service Task Order with Keller & Associates for the design of the Dewey Ave. culvert replacement project in an amount not to exceed \$60,600. Motion seconded by Council Member O'Meara and approved unanimously.

5. Consider approval of change order #3 with Knife River in the amount of \$3,315.73 for salvage of existing guardrail on the Sawtooth Roundabout Project. - Mr. Van Gilder

Mayor Rule called the item and Mr. Van Gilder explained it.

Motion: Motion by Council President Kiser to approve change order #3 with Knife River in the amount not to exceed \$3,315.73 for salvage of existing guardrail on the Sawtooth Roundabout Project. Motion seconded by Council Member O'Meara and approved unanimously.

6. Consider approval of change order #4 with Knife River in the amount of \$2,575.57 for the removal and placement of pavement marking on the temporary bypass road on the Sawtooth Roundabout Project. – Mr. Van Gilder

Mayor Rule called the item and Mr. Van Gilder explained it.

Motion: Motion by Council President Kiser to approve change order #4 with Knife River in the amount not to exceed \$2,575.57 for the removal and placement of pavement marking on the temporary bypass road on the Sawtooth Roundabout Project. Motion seconded by Council Member O'Meara and approved unanimously.

7. Consider approval of change order #5 with Knife River in the amount of \$9,488.00 for the installation of electrical conduit to the center island roundabout feature on the Sawtooth Roundabout Project. - Mr. Van Gilder

Mayor Rule called the item and Mr. Van Gilder explained it.

Motion: Motion by Council President Kiser to approve change order #5 with Knife River in the amount not to exceed \$9,488.00 for the installation of electrical conduit to the center island roundabout feature on the Sawtooth Roundabout Project. Motion seconded by Council Member O'Meara and approved unanimously.

Public Comments:

Mike Graefe: Appreciates the scrutiny of pets. Wants to see scrutiny of Developers. He is concerned about the water table and aquifer resources.

Mayor and Council Comments:

Mayor Rule: Middleton sits on one of the best Aquifers in all of Treasure Valley. Middleton constantly fights infiltration into the sewer lines. Since he came into office the city has budgeted monies to fix leaks and cracks in the sewer lines. And have stopped hundreds and hundreds of thousands of gallons of water leaking into the septic system. He wants to thank public works and staff for all their hard work. He also wants to thank the citizens who show up to City Council.

Adjourn: Mayor Rule adjourned the meeting	g at 6:40 p.m.
ATTEST:	Rob Kiser, Council President
Jennica Reynolds, Deputy Clerk Minutes Approved: May 17, 2023	



Public Comment Sign In

City Council - May 3, 2023

		City Council - May 3, 2023		
	Name	Address	Phone or Email	Topic/Agenda Item #
1	MIKE GRAEFE	1889 RIDGE WAY		
2				
3				
4				
5				
6				
7				
8				
9				
10				

MIDDLETON CITY COUNCIL SPECIAL MEETING - MAY 11, 2023

The Middleton City Council Special Meeting was called to order on May 11, 2023, at 4:13 p.m. Council Vice President Carrie Huggins.

Roll Call:

Council Members Huggins, Murray, and O'Meara were present. Mayor Rule and Council President Kiser were absent.

City Attorney Douglas Waterman, City Administrator Ms. Crofts, and Deputy Clerk Ms. Reynolds were present.

Action Item:

1. Go into Executive Session pursuant to Idaho Code 74-206 (d), to consider records that are exempt from disclosure as provided in Chapter 1, Title 74, Idaho Code.

Motion: Motioned by Council Member Huggins to Go into Executive Session pursuant to Idaho Code 74-206 (d), to consider records that are exempt from disclosure as provided in Chapter 1, Title 74, Idaho Code.

Motion seconded by Council Member O'Meara and approved unanimously by Roll Call Vote. Huggins – Yes, Murray – Yes, O'Meara – Yes.

City Council went into Executive Session at 4:15 p.m.

Executive Session ended at 5:01 p.m. No action followed.

Adjourn: Council Member Huggins adjourned the meeting at 5:01 p.m.

ATTEST:	Vice President, Carrie Huggins
Jennica Reynolds, Deputy Clerk Minutes Approved: May 17, 2023	





CITY OF MIDDLETON

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

WWW.MIDDLETONIDAHO.US

BEER WINE APPLICATION/LICENSE REV 2/2022

YEAR June 1, 2022 – May 31, 2023	OFFICE USE ONLY:
□ New License	RECEIPT
Renewal	# XBP 143377562
SALE FOR ON-PREMISE CONSUMPTION	\$ 400
	LICENSE
X) BEER (\$200.00)	#
WINE (\$200.00)	"
SALE FOR OFF-PREMISE CONSUMPTION	
() BEER (\$50.00)	
() WINE (\$200.00)	
Applicant Name: APril Bibbins	
Business Name: Marwood, inc DBA:	308 Burger D
Business Address (Street/P O.Box/City/Zip): 308 W. Max	n St. mildleton, 1t
Mailing Address (Street/P.O.Box/City/Zip): 8966 Av den	H, middletin, 108
Business phone: 2085853097 Other Phone: 5	510-304-4758
Email address: 208 burger Dog mail. Con	
 Attach copy of application for State license, including a copy of site and flo 	oor plans submitted with state applicatio
• Attach a copy of your State and County Alcohol Beverage Licenses before	a City license will be issued.
	and the of Proceedings and the control of the contr
4-26-23 Gaisi	nbes
Date Applicant Signature	
ARVII BIL	oblins
Print Name	
LCPNCE	
LICENSE Application Approved by City Council on (date):	
Application Danied	
Application Denied:) .
icense is hereby issued this day of, 20	·
Application Denied: day of, 20	

ldaho State Police

Premises Number: 2C-34427 Retail Alcohol Beverage License

License Year: 2024

Cycle Tracking Number: 141589

License Number: 34427

This is to certify, that Marwood, Inc

doing business as:

208 Burger Q

308 W. Main Street, Middleton, Canyon County is licensed to sell alcoholic beverages as stated below at:

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

No Yes Yes	Plaza	Multipurpose arena	On-premises consumption	Restaurant	Growlers	Kegs to go	Wine by the glass	Wine by the bottle	Beer	Liquor
	N _O	o O	Yes	Yes	o	o	Yes	N _O	Yes	2

Signature of Licensee, Corporate Officer, LLC Member or Partner

8966 ARDEN CT 208 BURGER Q MARWOOD, INC

MIDDLETON, ID 83644 Mailing Address

TOTAL FEE: \$150.00

License Valid: 06/01/2023 - 05/31/2024

Expires: 05/31/2024



Director of Idaho State Police

2023-2024

RETAIL ALCOHOL BEVERAGE LICENSE

20233

STATE OF IDAHO

CANYON COUNTY, ID

This is to certify, that MARWOOD, INC

dba: 208 BURGER Q

sale of alcoholic beverage at: 308 W MAIN STREET, MIDDLETON, ID 83644 the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and

Wine Beer WINE by the drink: (This covers Retail & By the Drink) Bottled or canned, consumed ON premises \$75.00 Signature of Licensee or Officer of Corporation License valid until May 31, 2024

APPROVED by the Board of County Commissioners this and day of Appn Mail To: 8966 ARDEN CT, MIDDLETON, ID 83644

via Jamamats

Chairman Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

20-34427 20-31045 京都 Storese Walkin Freezer Wakin Refer 00 Kitche Area Hood 00 Dining Area Counter Dinig Area Front Dock NOV 0 7 2022 - HOAHO STATE POLICE APR 2/2 2021 ALCOHOL BEVERAGE CONTROL IDAHO STATE POLICE
ALCOHOL BEVERAGE COM



City of Middleton P.O. Box 487 | 1103 W. Main Street Middleton, ID 83644 (208) 585-3133 utilities@middletoncity.com

XBP Confirmation Number: 143377562

► Transaction detail for	payment to City of Middleton.	Date:	04/27/2023 - 3:33:25 PM MT
	Transaction Number Visa — XXXX-XXXX Status: Succe	-XXXX-7147	
Account #	Item	Quantity	Item Amount
208 Burger 2023	City Liquor License	1	\$400.00

TOTAL:

\$400.00

▶ Transaction det	ail for payment to City of Mic	ddleton.	Date: 04/27/2023 - 3:33:27 PM	MT
	Visa — :	tion Number: 196986873 XXXX-XXXX-XXXX-7147 atus: Successful		
Account #	Item	Quantity	Item Amount	
	Service Fee	1	\$12.0	00

TOTAL:

\$12.00

Billing Information APRIL BIBBINS , 83644 208burgerQ@gmail.com

Transaction taken by: Admin jreynolds

ADMINISTRATION

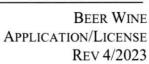


Notes:

CITY OF MIDDLETON

PO Box 487, 1103 W. Main St., MIDDLETON, ID 83644 208-585-3133

WWW.MIDDLETONIDAHO.US



OF MIDDLE AND RECEIVED OF MAY 1 2 2023

ANNUALLY June 1 - May 31 OFFICE USE ONLY: **New License** RECEIPT X Renewal SALE FOR ON-PREMISE CONSUMPTION LICENSE BEER (\$200.00) ₩ WINE (\$200.00) SALE FOR OFF-PREMISE CONSUMPTION () BEER (\$50.00)) WINE (\$200.00) Applicant Name: Business Address (Street/P.O. Box/City/Zip): Mailing Address (Street/P.O. Box/City/Zip): 2205 5 6 m Business phone: <u>208-585-9839</u> Other Phone: <u>208-620-0829</u> Email address: OUR Dlace Sollon · Attach a detailed description of the premises to be licensed and interior and exterior site and floor plan. Attach a copy of your State and County Alcohol Beverage Licenses. Attach a copy of current Certificate of Inspection – Commercial Occupancy Fire & Life Safety from Middleton Fire Department. LICENSE Application Approved by City Council on (date): Application Denied: License is hereby issued this _____ day of __ , 20 . City Clerk

Premise ID 2C - 24313 Verre C 70000 90 IDAHO STATE POLICE OHOL BEVERAGE CONTROL

Premises Number: 2C-24313 Retail Alcohol Beverage License

License Year: 2024

Cycle Tracking Number: 141761

License Number: 24313

This is to certify, that Silvia K Lane

doing business as:

The Vault 21 Club

is licensed to sell alcoholic beverages as stated below at:

21 N Dewey Ave, Middleton, Canyon County

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

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

Liquor	o	
Beer	Yes	Yes <u>\$50.00</u>
Wine by the bottle	o	
Wine by the glass	Yes	Yes \$100.00
Kegs to go	o O	
Growlers	Yes	\$0,00
Restaurant	ö	
On-premises consumption	Yes	\$0.00
Multipurpose arena	o	
Plaza	<u>N</u>	

Signature of Licensee, Corporate Officer, LLC Member or Partner

SILVIA K LANE 2205 S KIMBALL AVE THE VAULT 21 CLUB

CALDWELL, ID 83605

Mailing Address

TOTAL FEE: \$150.00

License Valid: 06/01/2023 - 05/31/2024

Expires: 05/31/2024



Director of Idaho State Police

2023-2024

RETAIL ALCOHOL BEVERAGE LICENSE

202345

CANYON COUNTY, ID

STATE OF IDAHO

This is to certify, that SILVIA K LANE

dba: THE VAULT 21 CLUB

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

License valid until May 31, 2024

Beer Wine

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

\$100.00

Signature of Licensee or Officer of

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 25 day of April Mail To: 2205 S KIMBALL AVE, CALDWELL, ID 83605

Clerk

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

City of Middleton PO Box 487 1103 W MAIN ST

Middleton ID 83644 208-585-3133

Receipt No: 1.247103 May 12, 2023

Vault 21

Previous Balance: .00

GENERAL FUND

CITY LIQUOR LICENSE/Beer 400.00

& Wine

Total: 400.00

SUNWEST - CASH 400.00 Total Applied: 400.00

Change Tendered: .00

05/12/2023 12:20 PM



FIRE DISTRICT CERTIFICATE OF INSPECTION

Commercial Fire Life Safety - Beer/Wine/Liquor License

Inspection Date	May 9, 2023			
Inspection Valid Until	December 31, 2023			
Fire District (AHJ)	Middleton Rural Fire District			
Fire District Permit #	23MS-099			
City Jurisdiction	City of Middleton			
Inspection Type	Initial			
Occupancy/Facility	The Vault 21 Club			
Address	21 N. Dewey Ave., Middleton, ID 83644			
Owner/Operator	Silvia K. Lane			
Phone Number	(208) 620-0829			
Email Address	skladylane@gmail.com			
□ Pass Inspecton for compliance with the AHJ and International Fire Code. The Fire Code Officials signature below validates ovservations at the time of inspection. The Occupancy/Faciltiy listed on this document has NOT passed Fire Life Safety Inspecton for compliance. Re-inspextion is required once violations are corrected. The Fire Code Officials signature below validates ovservations at the time of inspection.				
	INSPECTION COMMENTS	S		
INSPECTION SUMMARY The Middleton /Star Fire District's Fire Code Official completed the single-family residential structure inspection and documented all the observations above. It shall be the responsibility of the Building Official to review the inspection				
Fire Code Official Signat	n issuing the Certificate of Occupancy.			
Victor Islas Deputy Chief	lichar Bab	May 9, 2023 Date of Signature		



Middleton Star Fire Districts

11665 W. State St. Suite B, Star, ID, 83669

Fire District Inspection - Beer/Wine/Liquor

Issued

23MS-099 05/09/2023

Permit Number

Effective Expires

12/31/2023

Located On oz penssi

The Vault 2.1 Club 21 N Dewey NVE Middleton, ID 83644 Canyon

Fee

Authorized On

05/09/2023

ssued On

VICTOR ISLAS

05/09/2023

Victor Islas, Deputy Chief

Middleton Star Eire District 11665 W. State St., Suite B Star, Idano 83689 Victor Islas, Fire Gode Official

MIDDLETON STAR FIRE DISTRICTS

INSPECTION REPORT
BLDG THE VAULT 21 CLUB, 21 N DEWEY AVE, MIDDLETON ID 83644



DETAILS

Inspection Date: 05/09/2023 | Inspection Type: Business Fire & Life Safety Inspection | Inspection Number: 89 | Shift: N/A | Station: MIDStar Station 53 | Unit: F503 | Lead Inspector: VICTOR ISLAS | Other Inspectors: N/A

VIOLATIONS

No Violations Found

GENERAL NOTES

VICTOR ISLAS - 05/09/2023 @ 13:38

Inspection Permit 23MS-099

VICTOR ISLAS - 05/09/2023 @ 13:39

Inspection valid 5/9/23-12/31/23

NEXT INSPECTION DATE

No Inspection Scheduled

FEE

Invoice Date: 05/09/2023 | Inspection Fee: \$25.00 | Date Paid: 05/09/2023 | Amount Paid: \$25.00 | Invoice Number: N/A | Check Number: N/A | Transaction Number: Access Idaho 57574184

CONTACT SIGNATURE

Silvia K. Lane

Signed on: 05/09/2023 @ 13:45

Silva Tane

INSPECTOR SIGNATURE

VICTOR ISLAS

Signed on: 05/09/2023 @ 13:43

1 HOAR

QUESTIONS ABOUT YOUR INSPECTION?

VICTOR ISLAS vislas@starfirerescue.org 2088601078

ADMINISTRATION



CITY OF MIDDLETON

PO Box 487, 1103 W. Main St., MIDDLETON, ID 83644 208-585-3133

WWW.MIDDLETONIDAHO.US

BEER WINE APPLICATION/LICENSE REV 4/2023

ANNUALLY June 1 - May 31	OFFICE USE ONLY				
ANNOALLY Sure I - Way 31	OFFICE USE ONLY:				
□ New License	RECEIPT				
□ Renewal	# 1. 24 (460 \$ 450.00				
SALE FOR ON-PREMISE CONSUMPTION	LICENSE				
(½) BEER (\$200.00) (½) WINE (\$200.00)	#				
SALE FOR OFF-PREMISE CONSUMPTION					
() BEER (\$50.00) () WINE (\$200.00)					
Applicant Name: Jamie Tsai					
Business Name:					
Business Address (Street/P.O. Box/City/Zip): 7 S. Hawth	norne Ave.				
Mailing Address (Street/P.O. Box/City/Zip):					
Business phone: 208-585-5878 Other Phone	: 707·lolle-57608				
Email address: +Sais Kitchen @gmail.com					
Attach a detailed description of the premises to be licensed and <u>interior and exterior</u>					
site and floor plan.					
 Attach a copy of your State and County Alcohol Beverage I 					
 Attach a copy of current Certificate of Inspection – Communities Life Safety from Middleton Fire Department. 	nercial Occupancy Fire &				
	10				
Date Applicant Signature	Vai				
Print Name	ni				
Filitivanie					
LICENSE Application Approved by City Council on (date):					
Application Denied: day of	20				
Licerise is fiereby issued triis day of	, 20				
City Clerk					
Notes:					



FIRE DISTRICT CERTIFICATE OF INSPECTION

Commercial Fire Life Safety - Beer/Wine/ Liquor License

		<u> </u>			
Inspection Date	April 27, 2023				
Inspection Valid Until	December 31, 2023				
Fire District (AHJ)	Middleton Rural Fire District				
Fire District Permit #	23MS-080				
City Jurisdiction	City of Middleton				
Inspection Type	Initial				
Occupancy/Facility	Tsai Kitchen				
Address	7 S. Hawthorn Ave., Middleton, Idaho				
Owner/Operator	Cheng & Jamie Tasi				
Phone Number	(208) 585-5878				
Email Address	tsaiskitchen@gmail.com				
	INSPICTION				
Pass	The Occupancy/Facility listed on this docu Inspecton for compliance with the AHJ an Officials signature below validates ovserva	d International Fire Code. The Fire Code			
The Occupancy/Faciltiy listed on this document has NOT passed Fire Life Safety Inspecton for compliance. Re-inspextion is required once violations are corrected. The Fire Code Officials signature below validates ovservations at the time of inspection.					
	INSPECTION COMMENTS				
(NSPECTION SEMMARY					
		family residential structure inspection and			
documented all the observation	ict's Fire Code Official completed the single ns above. It shall be the responsibility of the suing the Certificate of Occupancy.	e Building Official to review the inspection			
Fire Code Official Signature Victor Islas Deputy Chief		April 27, 2023 Date of Signature			
Deputy Clife					

Idaho State Police

Retail Alcohol Beverage License Premises Number: 2C-23967

License Year: 2024

License Number: 23967

This is to certify, that CJTSAI LLC

doing business as: Tsai's Kitchen

is licensed to sell alcoholic beverages as stated below at:

7 S Hawthorne, Middleton, Canyon County

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

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

Liquor
Beer
Wine by the bottle
Wine by the glass
Wine by the glass
Wine by the glass
Kegs to go
Kegs to go
Growlers
Restaurant
On-premises consumption
Multipurpose arena
No

Signature of Licensee, Corporate Officer, LLC Member or Partner
CJTSAI LLC
TSAI'S KITCHEN

MIDDLETON, ID 83644
Mailing Address

7 S HAWTHORNE

License Valid: 06/01/2023 - 05/31/2024

TOTAL FEE: \$150.00

7000

Expires: 05/31/2024



Director of Idaho State Police

RETAIL ALCOHOL BEVERAGE LICENSE CANYON COUNTY, ID STATE OF IDAHO 2023-2024

202330

This is to certify, that CITSAI LLC

dba: TSAI'S KITCHEN

the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and sale of alcoholic beverage at: 7 SOUTH HAWTHORNE, MIDDLETON, ID 83644 License valid until May 31, 2024

\$100.00 DRAFT, bottled or canned, ON or OFF premises consumption Beer

WINE by the drink: (This covers Retail & By the Drink)

\$100.00

tre of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 1970 day of Mail To: 7 SOUTH HAWTHORNE, MIDDLETON, ID 83644

Chris gemennet

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

City of Middleton PO Box 487 1103 W MAIN ST

Middleton ID 83644 208-585-3133

Receipt No: 1.246680 May 2, 2023

TSAI'S KITCHEN

Previous Balance: .00

GENERAL FUND

CITY LIQUOR LICENSE/BEER 450.00

& WINE-MAY 31-2024

Total: 450.00

Sunwest Checks

Check No: 1686 450.00
Total Applied: 450.00

Change Tendered: .00

05/02/2023 11:04 AM



Star Fire Protection District

FIRE DISTRICT CERTIFICATE OF INSPECTION

Commercial Fire Life Safety - Beer/Wine/Liquor License

	commercial in Eigensuly Been mile				
Inspection Date	April 27, 2023				
Inspection Valid Until	December 31, 2023				
Fire District (AHJ)	Middleton Rural Fire District				
Fire District Permit #	23MS-080				
City Jurisdiction	City of Middleton				
Inspection Type	Initial				
Occupancy/Facility	Tsai Kitchen				
Address	7 S. Hawthorn Ave., Middleton, Idaho				
Owner/Operator	Cheng & Jamie Tasi				
Phone Number	(208) 585-5878				
Email Address	tsaiskitchen@gmail.com				
	INSPECTION				
⊠ Pass	The Occupancy/Faciltiy listed on this document has PASSED the Fire Life Safety Inspecton for compliance with the AHJ and International Fire Code. The Fire Code Officials signature below validates ovservations at the time of inspection.				
☐ Failed	The Occupancy/Faciltiy listed on this document has NOT passed Fire Life Safety Inspecton for compliance. Re-inspection is required once violations are corrected. The Fire Code Officials signature below validates ovservations at the time of inspection.				
	INSPECTION COMMENTS	S			
7 or " = 100 m					
	INSPECTION SUMMARY				
The Middleton /Star Fire I	District's Fire Code Official completed the single				
documented all the observ	rations above. It shall be the responsibility of the	e Building Official to review the inspection			
	n issuing the Certificate of Occupancy.				
Fire Code Official Signat	ture	April 27, 2023			
Victor Islas	In the Pate				
Deputy Chief	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Date of Signature			



Middleton Star Fire Districts

11665 W. State St, Suite B, Star, ID 83669

Fire District Inspection - Beer/Wine/Liquor

Issued

23MS-080 04/27/2023 12/31/2023

Permit Number

Effective Expires

Located On **Issued To**

7 S Hawthorne AVE Middleton, ID 83644 Tsai Kitchen Canyon

Fee

the

Authorized On

04/27/2023

Issued On

VICTOR ISLAS

04/27/2023

Victor Islas, Deputy Chief

Middleton Star Fire District 11665 W. State St., Suite B Star, Idaho 83669 Victor Islas, Fire Code Official

MIDDLETON STAR FIRE DISTRICTS

INSPECTION REPORT
BLDG TSAI KITCHEN, 7 S HAWTHORNE AVE, MIDDLETON ID 83644



D	E	T	A	ı	
•	-		_		

Inspection Date: 04/27/2023 | Inspection Type: Beer, Wine, Liquor _Fire & Life Safety Inspection | Inspection Number: 85 | Shift: N/A | Station: MIDStar Station 53 | Unit: F503 | Lead Inspector: VICTOR ISLAS | Other Inspectors: N/A

VIOLATIONS

No Violations Found

GENERAL NOTES

VICTOR ISLAS - 04/27/2023 @ 15:46

Inspection valid 4/27/2023 - 12/31/2023

NEXT INSPECTION DATE

No Inspection Scheduled

FEE

Invoice Date: 04/27/2023 | Inspection Fee: \$45.00 | Date Paid: 04/27/2023 | Amount Paid: \$25.00 | Invoice Number: N/A |

Check Number: N/A | Transaction Number: Access Idaho 57360902

CONTACT SIGNATURE

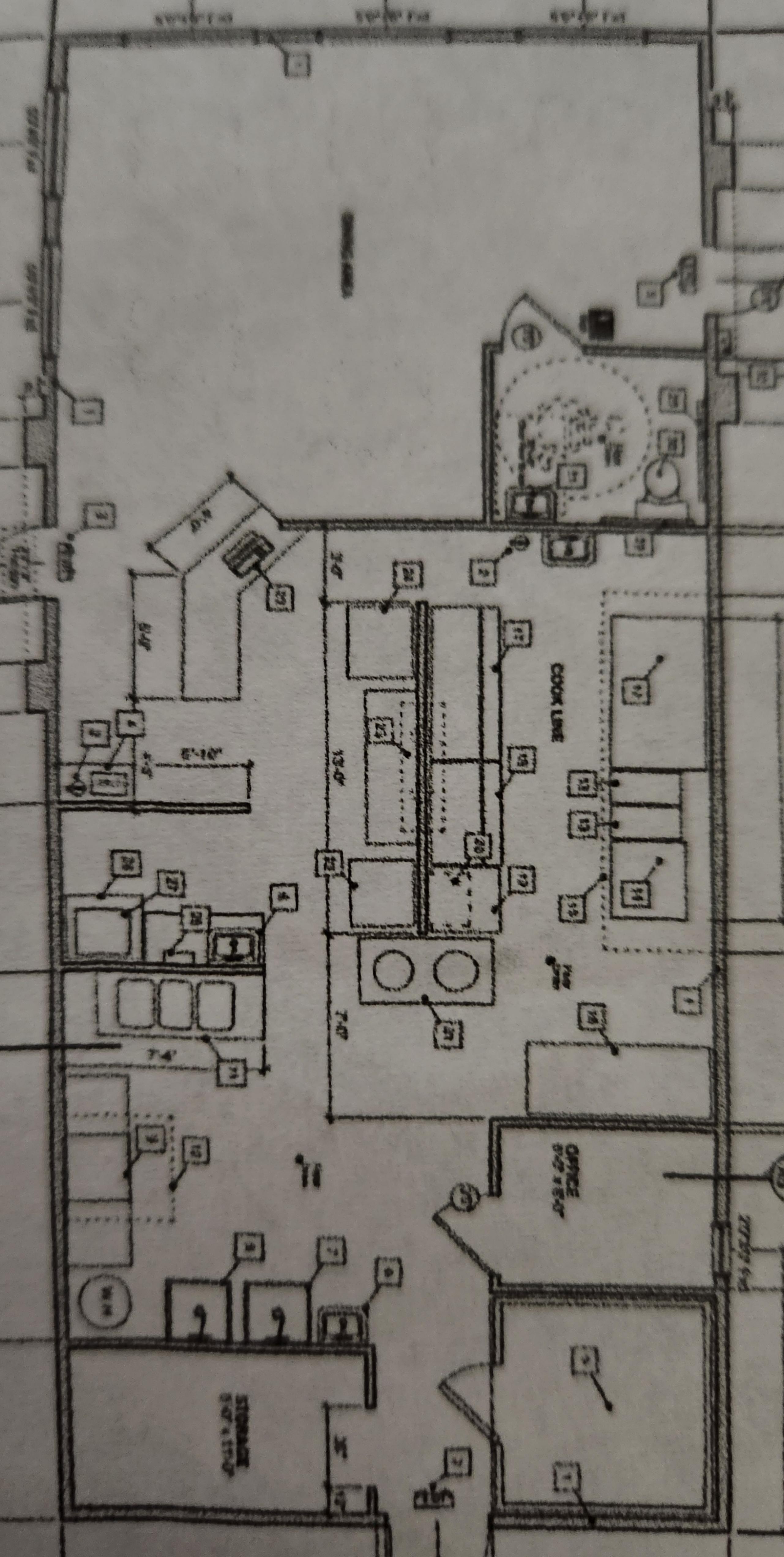
Cheng & Jamie Tasi Signed on: 04/27/2023 @ 15:51 Same bai

INSPECTOR SIGNATURE

VICTOR ISLAS Signed on: 04/27/2023 @ 15:52 1998

QUESTIONS ABOUT YOUR INSPECTION?

VICTOR ISLAS vislas@starfirerescue.org 2088601078



ā.

Date of Issuance: 5/8/2023	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 Di	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 pole #3 to a davit pole in order to gain clearance under the powerlines. Note: Idaho Power moved the powerlines due to typical construction plans and the new location of the lines were not known at the start of the project.

Change In Contract	Change In Contract Price		ange In Contract Times	
Original Price: (Construction Total)		Original Contract Times: Working Days Calendar Days:		
\$ 3,093,137.00 [Increase][Decrease] from previously approved		Substantial Completion (days or date): NA Ready for final payment (days or date): 150 [Increase][Decrease] from previously approved		
Change Orders No. 0 to No. 5		Change Orders NoO_ to No5_:		
\$20,010.64		Substantial Completion (days or date): NA Ready for final payment (days or date): 0		
Contract Price Prior to this Change Order		Contract Times Prior to this Change Order: Substantial Completion (days or date): NA		
\$3,113,147.64		Ready for final payment (days or date): 150		
[Increase][Decrease] from this Change Order: \$7,831.95		[Increase][Decrease] from this Change Order: Substantial Completion (days or date): NA Ready for final payment (days or date): NA		
Contract Price Incorporating this	Change			
Contract Frice incorporating this	Change	Contract times with all approved Change Orders: Substantial Completion (days or date): NA		
\$3,120,979.59		Ready for final payment (days or date): 150		
RECOMMENDED:	ACCEPTED:		ACCEPTED:	
By: By: Owner (Authorized Signature)		orized Signature)	By: Triest Furth Contractor (Authorized Signature)	
Date:	e: Date:		Date: <u>05/09/2023</u>	
Approved by Funding Agency (if applicable):				
			Date:	

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

Change Order

No.

006

Title:

Davit Pole 2

Project:

Middleton & Sawtooth Roundabout

Date Job #:

5/1/2023 30226048

To:

City of Middleton

Attention:

Jason VanGilder

Description of Change:

Change Luminaire Pole #3 to a Davit Pole

Item Description Quantity Units **Unit Price** Mark Up **Net Amount** 1 Electrical Subcontractor 1 LS \$7,459.00 5% \$7,831.95

Item 1 - Includes only items specifically quoted by Quality Electric. See attached quote. If Quality Electric is not able to proceed with this work while they are onsite completing their underground scope their will be an additional mobilization cost

Original Contract Sum:

\$3,493,137.00

Original Construction Total:

\$3,093,137.00

Sum of Change Orders to Date:

\$20,010.64

Contract sum to increase by:

\$7,831.95

New Contract Sum including this Change Order

\$3.520.979.59

New Construction Total Including this Change Order

Contract Days to be Increased by: 1 Day

\$3,120,979.59

Company: City of Middleton **KNIFE RIVER** By: By: Triston Hylton Date: Date: 5/1/2023



Change Order

Davit Pole to Replace Pole L

Quality Electric Inc.

5272 Irving Street Boise, ID 83706 Phone: 208-375-1300 Website: www.qeidaho.com

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

28 April 2023 City of Middleton

Re: Change Order CO-04 for: Middleton & Sawtooth Lake Roundabout

We are pleased to quote on the above Change Order CO-04 as follows.

**Per plan sheet 23, 27, & 28 Rev. 2 dated 4/24/2023;

- 1. Price for QTY (1) Davit Pole and additional labor to install in place of Ped Pole L.
- 2. Deliver Ped Pole L and Luminaire Pole #3 to the City of Middleton.

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

Bid Items	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
DIRECT LABOR HRS	12.00					
LABOR HOURS TOTAL	12.00					
DIRECT LABOR DOLLARS		1,235.70				
LABOR DOLLARS TOTAL		1,235.70				
UNIT COST PER LABOR HOUR		102.98				
MATERIAL DOLLARS			900.00			
QUOTE DOLLARS			4,100.00			
MATERIAL & QUOTE TAX DOLLARS			300.00			
MATERIAL & QUOTE DOLLARS TOTAL			5,300.00			
DIRECT JOB COST DOLLARS TOTAL			245.21			
SUBTOTAL				6,780.91		
FINANCIAL MARKUP PERCENTAGE				10.00		
FINANCIAL MARKUP DOLLARS TOTAL				678.09		

Change Order Amount: \$7,459.00

Pricing:

For the Sum of \$7,459.00

The Change Order expires on May 12, 2023

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:	



Change Order

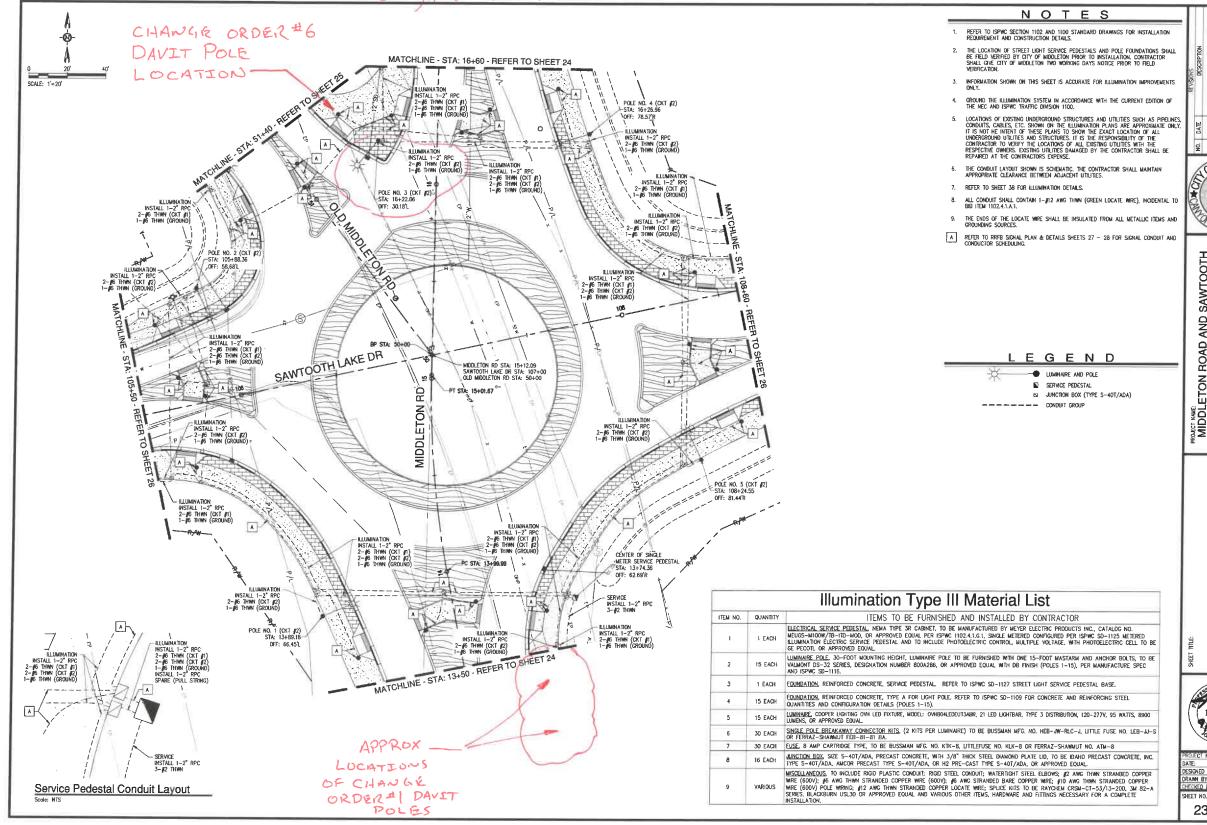
Davit Pole to Replace Pole L

Quality Electric Inc.

5272 Irving Street Boise, ID 83706 Phone: 208-375-1300 Website: www.qeidaho.com

Printed Name:	
Authorized Signature:	
i would like to thank you for the opportunity to quoi reach out for further clarification.	te this Change Order. If you have any questions, please do not hesitate to

Sean Sivesind
Quality Electric Inc.



PRECISION

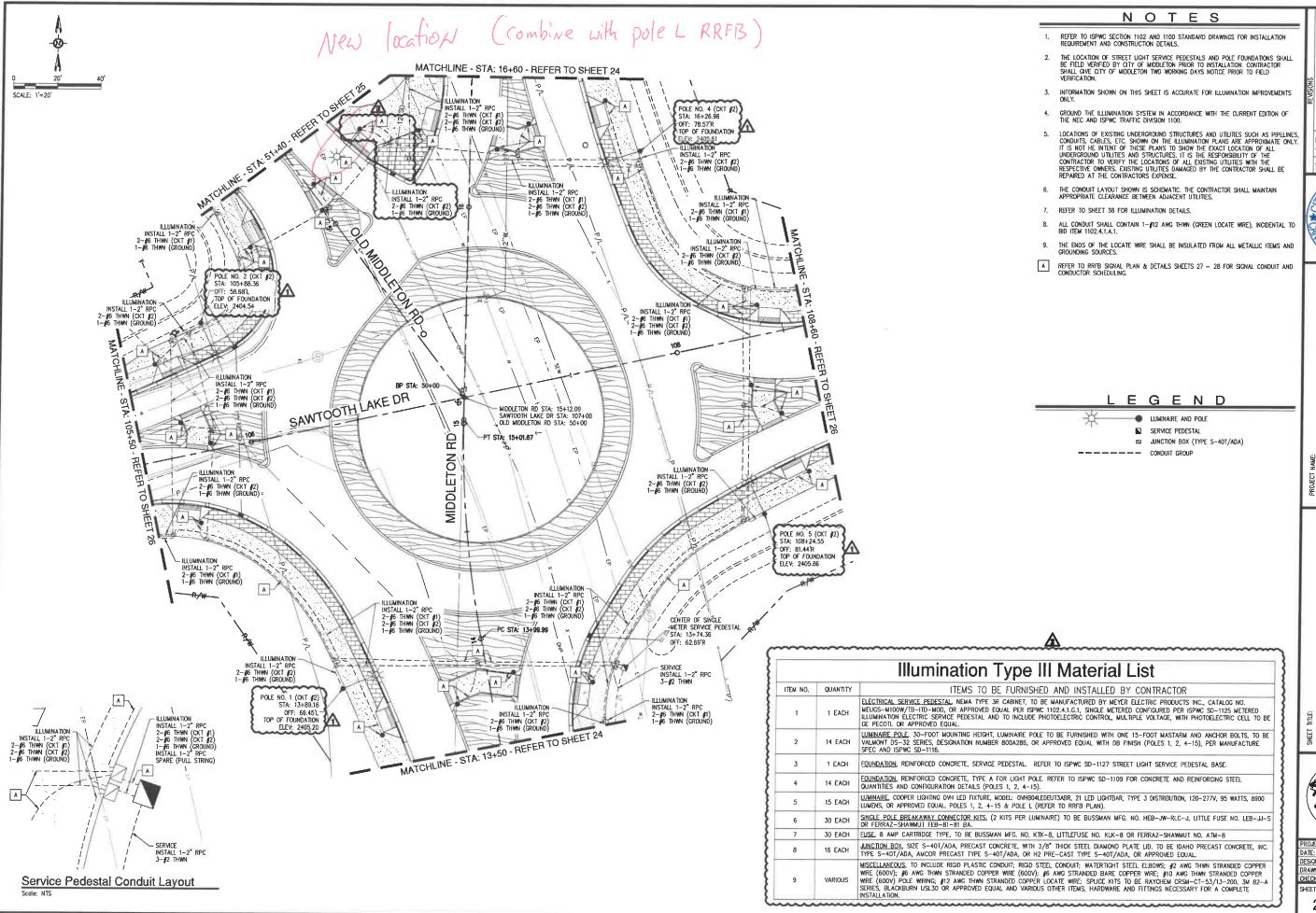
TOF MODULES

MIDDLETON ROAD AND SAWTOOTH
LAKE DRIVE ROUNDABOUT

ILLUMINATION PLAN

23 of 42

MIDDLETON, IDAHO



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MIDDLETON ROAD AND SAWTOOTH LAKE DRIVE ROUNDABOUT

MIDDLETON, IDAHO

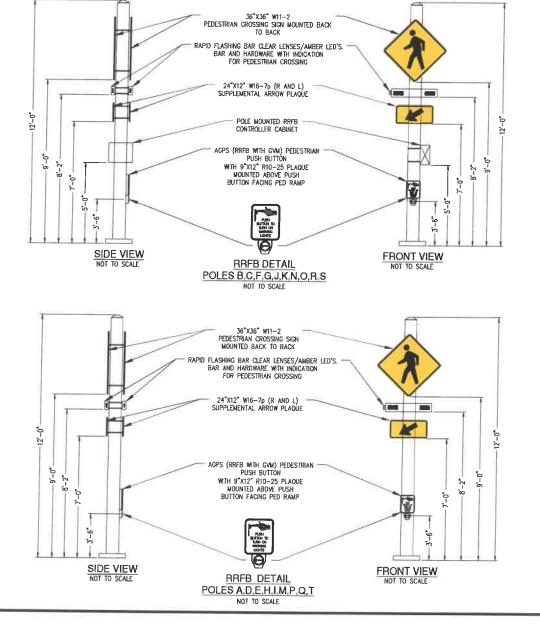
ILLUMINATION PLAN



PROJECT NO:	20021
DATE:	4/2023
DESIGNED BY:	PRECISION
DRAWN BY:	PRECISION
CHECKED BY:	JGG
SHEET NO.:	$\neg \neg$

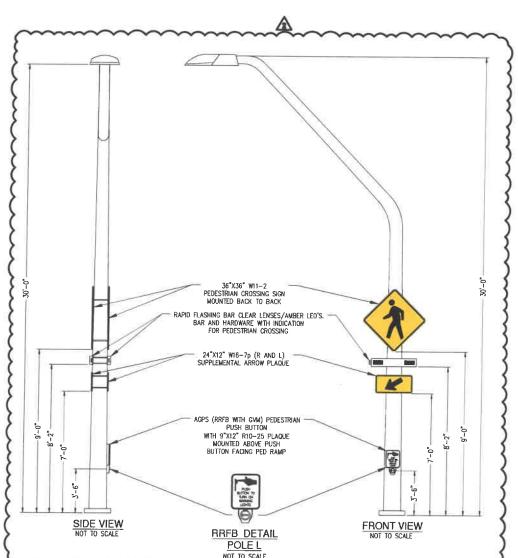
23 of 42

Traffic Signal (RRFBs) Material List					
ITEM NO.	QUANTITY	ITEMS TO BE FURNISHED AND INSTALLED BY CONTRACTOR			
1	10 EACH	RECTANGULAR RAPID FLASHING BEACON CONTROLLER, SPOT DEVICES (NODEL SC 315), NEMA 3R ALUMINUM ENCLOSURE, 120V AC INPUT POWER, 150W DC OUTPUT POWER, OR EQUIVALENT (INCLUDING ALL NECESSARY BANDING MATERIAL).			
2	19 EACH	POLE, STEEL, GALVANIZED, CORROSION RESISTANT COATING, 12' PEDESTRIAN SIGNAL POLE, 4-INCH RIGID STEEL CONDUIT, THREADED TO MATCH SQUARE ALUMINUM THREADED CAST BASE, TO BE FURNISHED WITH BREAKAWAY COUPLERS AND ANCHOR INSERT PER ITD STANDARD DRAWINGS 619-1 AND 656-2, CONTACT RESPECTIVE SUPPLIERS FOR MODEL NUMBERS. (POLES A-K, M-T).			
3	1 EACH	LUMINAIRE POLE STEEL, 30-FOOT MOUNTING HEIGHT, DAN'T ARM STYLE POLE FURNISHED WITH POLE BASE AND ANCHOR BOLTS. TO BE VALMONT P-302 (REFER TO VALMONT INDUSTRIES DRAWING DB00372 FOR SPECIFICATIONS) WITH DB FINISH, OR APPROVED EQUAL (POLE L).			
4	19 EACH	POLE BASE, SQUARE CAST ALUMINUM FOR PEDESTRIAN SIGNAL POLE. TO BE PELCO PB-5334 WITH CERTIFICATION PART NO. C-1001 WITH BREAKAWAY ANCHOR BOLT SET TO BE TRANSPO INDUSTRIES MODEL NO. 5100C WITH ASSOCIATED TYPE B ANCHOR INSERT AND ALUMINUM SKRT, OR APPROVED EQUAL TO BE FURNISHED WITH POLE BASE COLLAR ASSEMBLY TO BE PELCO PD-5325-PNC OR APPROVED EQUAL (POLES A-T).			
5	19 EACH	EQUIDATION, REINFORCED CONCRETE, TYPE A FOR PEDESTRIAN SIGNAL POLE. REFER TO ISPWC SD-1109 FOR CONCRETE AND REINFORCING STEEL QUANTITIES AND CONFIGURATION DETAILS (POLES A-K, M-T).			
6	1 EACH	EQUINDATION, REINFORCED CONCRETE, TYPE A FOR LUMINAIRE POLE. REFER TO ISPWC SD-1109 FOR CONCRETE AND REINFORCING STEEL QUANTITIES AND CONFIGURATION DETAILS (POLE L).			
7	40 EACH	RECTANGULAR RAPID FLASHING BEACON HEADS, SPOT DEVICES (MODEL S8 430), POLYCARBONATE LENS, 120 AC INPUT POWER, MSIBLE AT A DISTANCE OF AT LEAST 500° IN THE DAYTINE AND 1000° AT NICHT, INCLUDING PEDESTRIAN INDICATOR, MEETING ALL REQUISITE FHWA STANDARDS, OR EQUIVALENT (INCLUDING ALL NECESSARY BANDING MATERIAL). (POLES A-T).			
8	20 EACH	ACCESSIBLE PEDESTRIAN PUSHBUTTON ASSEMBLY, TO INCLUDE MOUNTING ASSEMBLIES, APS PUSHBUTTON AND SIGN DECALS. TO BE CAMPBELL COMPANY, TYPE AGPS OR APPROVED EQUAL. (POLES A-T).			
9	30 EACH	SPLICE KIT, 3 KITS PER SPLICE, TO BE RAYCHEM CRSM-CT-53/13-200, 3M 82-A SERIES OR BLACKBURN USL30.			
10	14 EACH	JUNCTION BOX, PRECAST CONCRETE, WITH 3/8" THICK STEEL DIAMOND PLATE LID, TO BE IDAHO PRECAST CONCRETE INC. MODEL NO. S-40T/ADA, OR APPROVED EQUAL.			
11	VARIOUS	ALL ADDITIONAL ITEMS NOT INCLUDED ABOVE SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR INCLUDING ALL CABLING, CONDUIT, HARDWARE, SPLICES, FOUNDATIONS, ITTIMOS AND VARIOUS OTHER ITEMS NECESSARY FOR A COMPLETE INSTALLATION FOR A COMPLETE INSTALLATION AS DEPICTED IN THE PLANS AND ISPINC.			



NOTES

- THE CONTRACTOR SHALL VERIFY AND CHECK ALL DIMENSIONS AND DETAILS SHOWN ON THE DRAWINGS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION.
- REFER TO ISPWC SECTION 1102 AND 1100 STANDARD DRAWINGS FOR CONSTRUCTION DETAILS AND INSTALLATION REQUIREMENTS.
- THE CONDUIT LAYOUT SHOWN IN SCHEMATIC. MAINTAIN THE APPROPRIATE CLEARANCE BETWEEN ADJACENT UTILITIES.
- GROUND THE RRFB SYSTEM IN ACCORDANCE WITH THE CURRENT EDITION OF THE NEC AND THE ISPWC TRAFFIC DIMISION 1100.
- 5. LOCATIONS OF EXISTING UNDERGROUND STRUCTURES AND UTILITIES SUCH AS PIPELINES, CONDUITS, CABLES, ETC. SHOWN ON THE ITRAFFIC SIGNAL PLANS ARE APPROXIMATE ONLY. IT IS NOT THE INTENT OF THESE PLANS TO SHOW THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES WITH THE RESPONSITIVE OWNERS. EXISTING UTILITIES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
- THE LOCATIONS OF THE RRFB POLE FOUNDATIONS SHALL BE FIELD VERIFIED BY CITY
 OF MIDDLETON PRIOR TO INSTALLATION, CITY OF MIDDLETON MUST BE NOTIFIED AT
 LEAST 2 WORKING DAYS PRIOR TO INSTALLATION,
- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 8. INFORMATION SHOWN ON THIS SHEET IS ACCURATE FOR RRFB IMPROVEMENTS ONLY.
- REGULATORY SIGNS MOUNTED ON SIGNAL ASSEMBLIES ARE INCIDENTAL TO THE RRFB INSTALLATION AND ARE NOT PAID FOR SEPARATELY.
- REFER TO THE SIGNING AND PAVEMENT MARKING PLANS FOR ADDITIONAL ROADSIDE MOUNTED SIGNS RELATED TO THE INSTALLATION OF THE RRFB.







ORECT NAME:
MIDDLETON ROAD AND SAWTOOTH
LAKE DRIVE ROUNDABOUT

MIDDLETON,

RRFB SIGNAL DETAILS

HEET TITLE:



PROJECT NO: 2002
DATE: 4/202:
DESIGNED BY: PRECISION
DRAWN BY: PRECISION
CHECKED BY: JGC
SHEET NO:

28 of 42

On-Call Professional Services Task Order

Consultant Name:	J-U-B Engineers, Inc.		
Task Order Number:	JUB #1		
Project Number:	P12-14		
Scope of work:			
•	nent Management Plan Update as described in Attachment 1 - Scope of and Schedule appended to this task order.		
Budget for Services:	\$37,600.00		
Schedule:	As described in the attached scope of services.		
Budget Code:	02-431-430		
Primary City Contact:	Public Works Director Jason Van Gilder		

Consultant Acceptance						
Title	Name	Date				
Authorizat	Authorization (Mayor's signature required only for tasks in excess of \$4,999)					
Title	Signature	Date				
Public Works Director:						
Treasurer:						
Mayor:						



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

Attachment 1 - Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Pavement Management Plan Update

CLIENT: City of Middleton

J-U-B PROJECT NUMBER: 07-22-XXX

CLIENT PROJECT NUMBER: P23-14 (Task Order JUB-1)

ATTACHMENT TO:

☑ AGREEMENT DATED: 5/3/2022; or

☐ AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: Click or tap to enter a date.

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

PART 1 - PROJECT UNDERSTANDING

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

The City of Middleton maintains over 36 miles of paved streets within its jurisdiction. Additionally, the City has several intergovernmental agreements for maintenance with the neighboring Canyon Highway District No. 4 (CHD4) and within the City, there are privately-maintained streets and ongoing developments where roadways will be dedicated to the City. Based on budgeting information for Fiscal Year (FY) 2021-2022, approximately \$415,000 is allocated toward roadway maintenance, with \$195,000 of that total specifically assigned to pavement maintenance. The City had a consultant prepare a Pavement Management Plan (PMP) in 2013 which created a system GIS shape file, assessed existing roadway conditions and remaining service life (RSL), identified recommended pavement treatments, and presented a 5-year proposed budget allocation with 20 year projections of pavement performance. The budget allocation was based on the required investment to maintain the average system RSL above 12 years with no more than 3% of the network at terminal service. According to financial information the City provided, it appears a portion of what was recommended was implemented, but not the entirety of the 5-year program. Further, since 2013, the City has added paved streets from developments into their jurisdiction and roadway condition has yet to be reassessed across the City. We understand it is the City's desire to reassess and update their current pavement management process to establish future maintenance priorities and budgets.

The scope herein includes a phased approach to assisting the City. Phase 1 includes a limited field assessment of roadway surface conditions, reviewing and updating recommended treatments and cost information, and delivering a draft 5-year pavement management program based on RSL and recommended treatments. Phase 1 also includes our staff working with the City to identify goals and implementation methods for pavement management, before proceeding with Phase 2 and delivering a more comprehensive plan.

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

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

A. Task 001: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.

- 2. Conduct project planning and risk assessment.
- 3. Coordinate quality assurance / quality control (QA/QC) processes.
- 4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
- Communicate and coordinate subconsultant activities under J-U-B, if necessary.
- 6. Regularly monitor project status, budget and schedule.
- 7. Attend 2 client meetings to report project status.
- 8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
- 9. Provide a monthly invoice including budget status.
- 10. Provide ongoing document handling and filing.

B. Task 002: Limited Field Assessment and Data Update (Phase 1)

- 1. For this Phase 1 task, J-U-B will:
 - a. Provide 2 staff for 2, 8-hour days, to perform a windshield survey to visually assess and rate selected roadway segments. Roadway segments that exhibited low RSLs in 2013 will be prioritized first, followed by roadways with increasing RSLs until the budgeted field time is exhausted.
 - b. Incorporate new roadway information provided by the City into the existing GIS.
 - c. Update iWorQ database with field assessment data and generate updated RSL values.
 - d. Review and update recommended treatments and costs based on new field data obtained.
 - e. Prepare a draft spreadsheet with accompanying graphs to present a proposed 5-year pavement management program to the City staff, based on current RSL and recommended treatments.
- 2. Assumptions:
 - a. City will provide information regarding new roadways added to the City system since 2013.
 - b. Fieldwork required to complete the windshield survey beyond 2 days will be accomplished by City staff.
- 3. Deliverables:
 - a. Updated GIS shapefile and iWorQ data base
 - b. Draft 5-year pavement management program spreadsheet

C. Task 500: Management Reserve Fund

- 1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
- 2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. Providing files roadway information and budget information, as requested and available.
 - 2. Participating in roadway filed assessment, if desired and available.
- B. Additional Services CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. Updated Pavement Management Plan (Phase 2)
 - a. For this task, J-U-B will:

- Accomplish any remaining field assessment and roadway ratings, not accomplished in Phase 1 services.
- ii. Perform additional GIS updates.
- iii. Accomplish additional iWorQ database updating.
- Review and update recommended treatments and costs based on new field data obtained.
- v. Prepare a pavement management plan report, evaluating up to 3 budget scenarios for long-term pavement management planning and implementation.
- b. Assumptions:
 - i. None.
- c. Deliverables:
 - i. Pavement Management Plan Report

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 - 2. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 - 3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

- If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Project Management	Lump Sum	\$6,200	Concurrent with work progress
002	Limited Field Assessment and Data Update	Lump Sum	\$26,400	Draft 5 year pavement management program approximately 10 weeks following NTP
500	Management Reserve Fund	Time and Materials (Ceiling Amount Shown)	\$5,000	As directed by CLIENT
		Total:	\$37,600	

<u>Certification Concerning Boycott of Israel.</u> Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.

Exhibit(s):

None

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Transportation

PROJECT DESCRIPTION(S):

- 1. GIS/Asset Management (G04)
- 2. Planning (P05)

LICENSE AGREEMENT

LICENSE AGREEMENT, made and entered into this _____ day of _____, 2023, by and among DRAINAGE DISTRICT NO. 2, a drainage district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "District", and

CITY OF MIDDLETON,

Attn: Jason VanGilder, Public Works Superintendent, Whose address is: 1103 W. Main Street, Middleton, Idaho 83644,

hereinafter referred to as the "Licensee",

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, the District owns the drainage ditch or drain known as <u>DRAIN NO. 8 aka "LITTLE DRAIN"</u> and the Stub to the <u>Little Drain running north/south aka "West Drain"</u> (hereinafter collectively referred to as "ditch or drain"), an integral part of the irrigation and drainage works and system of the District, together with the easement therefor to convey irrigation and drainage water, to operate, clean, maintain, and repair the ditch or drain, and to access the ditch or drain for those purposes; and,

WHEREAS, the District operates, cleans, maintains, repairs and protects the ditch or drain for the benefit of District landowners; and,

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

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

WHEREAS, the Licensee desires a license to cross, encroach upon or modify said ditch or drain and/or the District's easement under the terms and conditions of this License Agreement;

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

A. Acknowledgment of the District's Easement.

1. Licensee acknowledges that the District's easement for the drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or drain, and to access the ditch or drain for said purposes, and is a minimum of 100 feet, 50 feet to either side of the centerline for open sections and 50 feet, 25 feet to either side of the centerline of the drain for piped or closed sections.

LICENSE AGREEMENT - 1

B. Scope of License

- 1. The Licensee shall have the right to modify the ditch or drain or encroach upon the District's easement along the ditch or drain in the manner described in the "Purpose of License" attached hereto as **Exhibit C** and by this reference made a part hereof.
- 2. Any crossing, encroachment upon or modification of the ditch or drain and/or the District's easement shall be performed and maintained in accordance with the "Special Conditions" stated in **Exhibit D**, attached hereto and by this reference made a part hereof. Any difference or discrepancy between the items listed in Exhibit C, "Purpose of License," and any plans or drawings referenced in or attached to Exhibit D shall be resolved in favor of Exhibit C. Licensee shall only be permitted to cross, encroach upon or modify the ditch or drain and/or the District's easement as described in Exhibit C even if any plans or drawings referenced or attached to Exhibit D provide or show otherwise.
- 3. This License Agreement pertains only to the Licensee's crossing, encroachment upon or modification of the ditch or drain and/or the District's easement for the purposes and in the manner described herein. The Licensee shall not excavate, discharge, place any structures, nor plant any trees, shrubs or landscaping within the District's easement, nor perform any construction or activity within the District's easement for the ditch or drain except as referred to in this License Agreement without the prior written consent of the District.
- 4. The Licensee recognizes and acknowledges that the license granted this License Agreement pertains only to the rights of the District as owner of an easement. The District has no right or power to create rights in the Licensee affecting the holder of title to the property subject to the District's easement. Any such rights affecting fee title must be acquired by the Licensee from the holder of title to the property. Should Licensee fail to obtain such rights from the holder of title to the property or should the rights obtained prove legally ineffectual, Licensee shall hold harmless, indemnify and defend the District from any claim by any party arising out of or related to such failure of rights and at the option of the District this License Agreement shall be of no force and effect.

C. Facility Construction, Operation, Maintenance and Repair

- 1. Licensee agrees that the work performed and the materials used in any construction permitted by this License Agreement shall at all times be subject to inspection by the District and the District's engineers, and that final acceptance of the such work shall not be made until all such work and materials shall have been expressly approved by the District. Such approval by the District shall not be unreasonably withheld.
- 2. Each facility ("facility" as used in this License Agreement means any object or thing installed by the Licensee on, over or in the vicinity of the District's easement) shall be constructed, installed, operated, maintained, and repaired at all times by the Licensee at the cost and expense of the Licensee.
- 3. Licensee agrees to construct, install, operate, maintain and repair each facility and conduct its activities within or affecting the District's easement so as not to constitute or cause:
 - a. a hazard to any person or property;

- b. an interruption or interference with the flow of irrigation or drainage water in the ditch or drain or the District's delivery of irrigation water;
- c. an increase in seepage or any other increase in the loss of water from the ditch;
- d. the subsidence of soil within or adjacent to the easement:
- e. an interference with the District's use of its easement to access, operate, clean, maintain, and repair the ditch or drain; and
- f. any other damage to the District's easement and irrigation or drainage works.
- 4. The Licensee agrees to indemnify, hold harmless, and defend the District from all claims for damages arising out of any of the Licensee's construction or activity which constitutes or causes any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and irrigation works which may be caused by the construction, installation, operation, maintenance, repair, and any use or condition of any facility.
- 5. The Licensee shall, upon demand of the District, remove any facility or repair any alteration of the District's easement which interferes with the District's operation and maintenance of the ditch or drain, or causes or contributes to any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and irrigation works. The District shall give reasonable notice to the Licensee, and shall allow the Licensee a reasonable period of time to perform such maintenance, repair, and other work, except that in cases of emergency the District shall attempt to give such notice as is reasonable under the circumstances. The District reserves the right to perform any and all work which the Licensee fails or refuses to perform within a reasonable period of time after demand by the District. The Licensee agrees to pay to the District, on demand, the costs which shall be reasonably expended by the District for such purposes. Nothing in this paragraph shall create or support any claim of any kind by the Licensee or any third party against the District for failure to exercise the options stated in this paragraph, and the Licensee shall indemnify, hold harmless and defend the District from any claims made against the District arising out of or relating to the terms of this paragraph, except for claims arising solely out of the negligence or fault of the District.

D. District's Rights Are Paramount

- 1. The Licensee understands and agrees that the ditch or drain is a manmade channel that was constructed and is used and maintained by the District for the exclusive purpose of draining lands within the District. As such, Licensee further acknowledges and agrees that the ditch or drain does not constitute a natural or navigable watercourse or stream.
- 2. The parties hereto understand and agree that the District has no right in any respect to impair the uses and purposes of the drainage works and system of the District by this License Agreement, nor to grant any rights in its irrigation or drainage works and system incompatible with the uses to which such drainage works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.
- 3. Nothing herein contained shall be construed to impair the ditch or drain or the District's easement, and all construction and use of the District's easement by the Licensee and the license herein provided therefor shall remain inferior and subservient to the rights of the District to the use of the ditch or

drain for the transmission of drainage water.

- 4. The Licensee agrees that the District shall not be liable for any damages which shall occur to any facility in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of the ditch or drain. The Licensee further agrees to suspend its use of the said easement areas when the use of the easement areas is required by the District for maintenance or repair under this or any other paragraph of this License Agreement.
- 5. In the event of the failure, refusal or neglect of the Licensee to comply with all of the terms and conditions of this License Agreement, the license of the Licensee under the terms hereof may be terminated by the District, and any facility, structure, plant, or any other improvement in or over the drain or ditch, and the right of way therefor, which may impede or restrict the maintenance and operation of such ditch or drain by the District with its equipment for the maintenance of the ditch or drain shall be promptly removed by the Licensee upon demand of the District.

E. Applicable Law and Jurisdiction Unaffected.

- 1. Neither the terms of this License Agreement, the permission granted by the District to the Licensee, the Licensee's activity which is the subject of this License Agreement, nor the parties exercise of any rights or performance of any obligations of this License Agreement, shall be construed or asserted to extend the application of any statute, rule, regulation, directive or other requirement, or the jurisdiction of any federal, state, or other agency or official to the District's ownership, operation, and maintenance of its drains, works and facilities which did not apply to the District's operations and activities prior to and without execution of this License Agreement.
- 2. In the event the District is required to comply with any such requirements or is subject to the jurisdiction of any such agency as a result of execution of this License Agreement or the Licensee's activity authorized hereunder, Licensee shall indemnify, hold harmless and defend the District from all costs and liabilities associated with the application of such laws or the assertion of such jurisdiction or, at the option of the District, this License Agreement shall be of no force and effect and the Licensee shall cease all activity and remove any facility authorized by this License Agreement.

F. Indemnification

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

G. Fees and Costs

1. The Licensee agrees to pay attorney fees and engineering fees charged by the attorney for the District or by the engineers for the District in connection with the negotiation and preparation of this License Agreement.

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

H. Miscellaneous

- 1. <u>No Claims Created</u>. Nothing in this License Agreement shall create or support a claim of estoppel, waiver, prescription or adverse possession by the Licensee or any third party against the District.
- 2. <u>Amendment and Modification</u>. Any amendment or modification of this License Agreement must be in writing and signed by all parties to be enforceable.
- 3. <u>Interpreted.</u> This License Agreement shall be interpreted and enforced in accordance with the laws of the State of Idaho. This License Agreement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this License Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this License Agreement shall remain in full force and effect. The parties represent and warrant to each other that they each have authority to enter this License Agreement. The catchlines or section headings herein set forth are provided only for the convenience of the parties in locating various provisions of this License Agreement, and are not intended to be aids in interpretation of any provision of this License Agreement with respect to which the parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the License Agreement.
- 4. <u>Binding Effect</u>. The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with, the real property described in **Exhibit A**, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.
- 5. <u>Notices</u>. Any and all notices, demands, consents and approvals required pursuant to this License Agreement shall be delivered to the parties as follows:

Drainage District No. 2 c/o S. Bryce Farris 1101 W. River St., Ste. 110 Boise, ID 83702 See page 1 for Licensee

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

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

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

DRAINAGE DISTRICT NO. 2

By_	its President
ATTEST:	
Its Secretary	
its Secretary	
STATE OF IDAHO) ss:	
County of Ada)	
On this day of, and for said State, personally appeared Gary Olson and Secretary, respectively, of DRAINAGE DISTRICT N instrument and acknowledged to me that such drainage	O. 2, the drainage district that executed the foregoing
IN WITNESS WHEREOF, I have here and year in this certificate first above written.	eunto set my hand and affixed my official seal, the day
	Notary Public for Idaho
	Residing at, Idaho My Commission Expires:
	My Commission Expires:

CITY OF MIDDLETON

		By	
		Its	
ATTEST:			
Its			
STATE OF IDAHO)) ss:		
County of Canyon			
On th	is day of	, 2023, before me, the undersig	gned, a Notary Public is
and for said State, per	sonally appeared	and	, known to m
to be the	and _	, respective	ly, of the CITY OI
MIDDLETON, the enceuted the same.	tity that executed the fe	oregoing instrument and acknowledge	ed to me that such entity
	ITNESS WHEREOF, I cate first above written	have hereunto set my hand and affixed a.	my official seal, the day
		Notary Public for Idaho	
		Residing at	
		My Commission Expires:	

ACCOMMODATION RECORDING

Warranty Deed

2015-030058 RECORDED 08/06/2015 10:24 AM

CHRIS YAMAMOTO CANYON COUNTY RECORDER

Pgs=7 MBROWN TITLEONE BOISE

ELECTRONICALLY RECORDED

Viper investments LLC, an idaho limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

City of Middleton

For value received,

whose current address is P.O. Box 487 Middleton ID 83644

the grantee, the following described premises, in Ada County, ideho, to wit

See attached "Exhibit A", attached hereto and made a part hereof, by reference and which is comprised of (6) six Dages.

To have and to hold the said premises, with their appurlenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby coverent to and with the said Grantes, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, assements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, taws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor, will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Viper investments, LLC, anyidaho limited liability company Corey D. Barton, Marriber

State of Idaho) County of Ada)

On this 5⁺² day of August 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey D. Banton known or identified to me to be a member of the limited liability company of Viper investments, LLC, and the member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

Notary Residing In: Expires:

ACCOMMODATION RECORDING

ELECTRONICALLY RECORDED STAMPED FIRST PAGE NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

Warranty Deed

For value received,

Viper Investments LLC, an Idaho limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

City of Middleton

whose current address is P.O. Box 487 Middleton ID 83644

the grantee, the following described premises, in Ada County, Idaho, to wit:

See attached "Exhibit A", attached hereto and made a part hereof, by reference and which is comprised of (6) six pages.

To have and to hold the said premises, with their appurtenances unto the said Grantae, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including imagetion and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Viper Investments, LLC, an Idaho limited liability company

By

Corey D. Barton, Member

State of Idaho) County of Ada)

On this 5th day of August 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey D. Barton known or identified to me to be a member of the limited liability company of Viper Investments, LLC, and the member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

Notary
Reskling In: Namps ID
Expires: 6-05-16

Exhibit "A"

July 28, 2015

DESCRIPTION FOR LITTLE DRAIN-PARK PARCEL FALCON VALLEY SUBDIVISION

A parcel of land located in the S 1/2 of the NE 1/4 of Section 5, T.4N., R.2W., B.M., Middleton, Canyon County, Idaho more particularly described as follows:

Commencing at the E1/4 corner of said Section 5 from which the NE corner of said Section 5 bears North 01°06'10" East, 2636.70 feet;

Thence along the along the East boundary line of said Section 5 North 01°06'10" East, 1114,53 feet;

Thence leaving said East boundary line North 88°53'50" West, 40.00 feet to the REAL POINT OF BEGINNING:

Thence South 86°13'18" West, 658.75 feet;

Thence 88.43 feet along the arc of a curve to the left having a radius of 90.00 feet, a central angle of 56°17'55" and a long chord which bears South 58°04'21" West, a distance of 84.92 feet;

Thence South 29°55'23" West, 197.77 feet;

Thence 148,73 feet along the arc of a curve to the right having a radius of 210.00 feet, a central angle of 40°34'48" and a long chord which bears South 50°12'48" West, a distance of 145.64 feet;

Thence South 70°30'12" West, 226,41 feet:

Thence 157.26 feet along the arc of a curve to the right having a radius of 450.00 feet, a central angle of 20°01'23" and a long chord which bears South 80°30'54" West, a distance of 156.46 feet;

Thence North 89°28'25" West, 33.02 feet:

Thence South 82°25'15" West, 589.27 feet;

Thence North 58°34'47" West, 229.56 feet;

Thence 64.23 feet along the arc of a curve to the left having a radius of 100.00 feet, a central angle of 36°48'07" and a long chord which bears North 76°58'50" West, a distance of 63.13 feet;

Thence South 84°37'06" West, 515.72 feet;

Thence 162.79 feet along the arc of a curve to the right having a radius of 800.00 feet, a central angle of 11°39'33" and a long chord which bears North 89°33'07" West, a distance of 162.51 feet;

Page 1 | 3

Thence North 83°43'21" West, 48.92 feet;

Thence North 81°04'37" West, 364.10 feet;

Thence North 01°34'42" East, 100.83 feet;

Thence South 81°04'37" East, 374.68 feet;

Thence South 83°43'21" East, 46.61 feet;

Thence 142.44 feet along the arc of a curve to the left having a radius of 700.00 feet, a central angle of 11°39'33" and a long chord which bears South 89°33'07" East, a distance of 142.20 feet;

Thence North 84°37'06" East, 515.72 feet;

Thence 128.46 feet along the arc of a curve to the right having a radius of 200.00 feet, a central angle of 36°48'07" and a long chord which bears South 76°58'50" East, a distance of 126.27 feet;

Thence South 58°34'47" East, 158.69 feet;

Thence North 03°06'35" East, 382.81 feet:

Thence South 86°53'25" East, 82.44 feet;

Thence 73.17 feet along the arc of a curve to the left having a radius of 318,00 feet, a central angle of 13°10'58" and a long chord which bears North 86°31'06" East, a distance of 73.00 feet;

Thence North 79°55'37" East, 464.40 feet;

Thence 45.59 feet along the arc of a curve to the right having a radius of 282.00 feet, a central angle of 09°15'49" and a long chord which bears North 84°33'32" East, a distance of 45.54 feet;

Thence South 02°55'24" West, 412.06 feet;

Thence 91.17 feet along the arc of a curve to the left having a radius of 350.00 feet, a central angle of 14°55'27" and a long chord which bears North 77°57'26" East, a distance of 90.91 feet:

Thence North 70°30'12" East, 226.41 feet;

Thence 77.91 feet along the arc of a curve to the left having a radius of 110.00 feet, a central angle of 40°34'48" and a long chord which bears North 50°12'48" East, a distance of 76.29 feet:

Thence North 29°55'23" East, 197.77 feet;

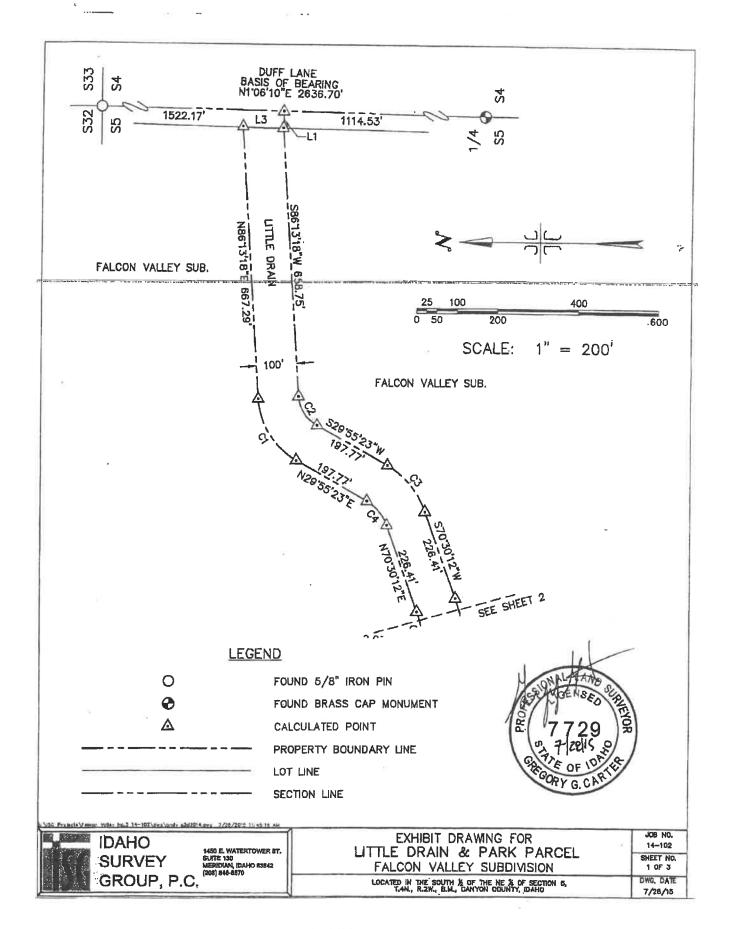
Page 2 | 3

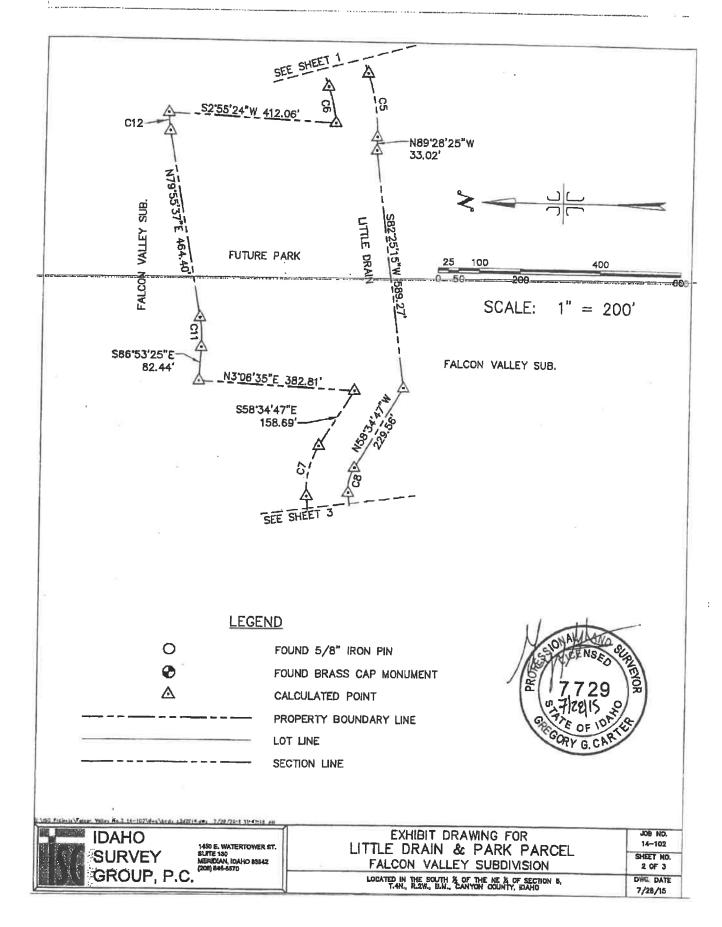
Thence 186.69 feet along the arc of a curve to the right having a radius of 190.00 feet, a central angle of 56°17'55" and a long chord which bears North 58°04'21" East, a distance of 179.27 feet;

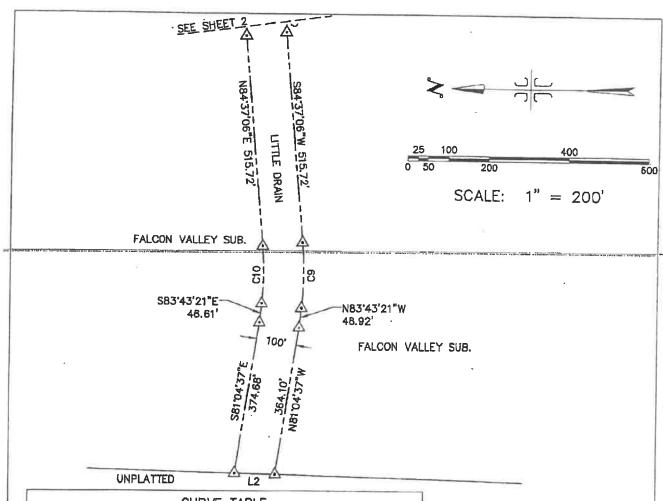
Thence North 86°13'18" East, 667.29 feet to a point on the East boundary line of said Section 5;

Thence along said East boundary line South 01°06'10" West, 100.36 feet to the REAL POINT OF BEGINNING. Containing 13.92 acres, more or less.









		C	URVE TABLE		
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
CI	190.00	186,69	179.27	N58'04'21"E	5617'55"
C2	90.00	88.43	84.92	S58*04*21*W	5677'55"
C3	210.00	148.73	145.64	S5012'48"W	40'34'48'
C4	110.00	77.91	76.29	N5012'48"E	40'34'48'
C5	450.00	157.26	156.46	S80'30'54"W	20'01'23"
C6	350.00	91,17	90.91	N77'57'58"E	14"55'27"
C7	200.00	128.46	126,27	S76*58'50"E	36'48'07'
СВ	100.00	64.23	63.13 -	N76'58'50"W	36'48'07'
C9	800.00	162.79	162.51	N89'33'07"W	11'39'33"
C10	700.00	142.44	142.20	S89°33'07"E	11'39'33"
C11	318.00	73.17	73.00	N86*31'06"E	13"10'58"
C12	282.00	45.59	45.54	S84'33'32"W	9"5'49"



	LINE TA	\BLE
LINE	LENGTH	BEARING
L1	40.00	N88"53"50"W
L2	100.83	N1"34'42"E
L3	100.36	S1 'D6'10".W



IDAHO SURVEY GROUP, P.C.

1450 E. WATERTOWER ST. SUITE 130 MERIDIAN, IDAHO 83642 (208) 846-8570 EXHIBIT DRAWING FOR

LITTLE DRAIN & PARK PARCEL

FALCON VALLEY SUBDIVISION

LOCATED IN THE SOUTH & OF SECTION 5,

T.AN., R.ZW., B.M., CARYON COUNTY, BAHO

14-102 SHEET NO. 3 OF 3 DWG, DATE 7/28/15

EXHIBIT A Licensee's Property

Licensee's property consists of approximately 13.92 acres known as Hillside Park included in the deed or legal description attached hereto as **Exhibit A-1** and by this reference incorporated herein (note: Licensee's overall property described in Exhibit A-1 is approximately 13.92 acres but the portion of the Hillside Park which will be irrigated pursuant to the terms of this License Agreement is approximately 5.81 acres).

EXHIBIT B Crossing Location

See Exhibit D-1.

EXHIBIT C Purpose of License

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

- 1. discharge a portion of Licensee's shares in the Middleton Irrigation Association, Inc. and/or Middleton Mill Ditch Company (hereinafter "Ditch Company") which are delivered by the Middleton Mill Canal through a new diversion structure and into the District's drain (aka "West Drain") and then utilize the District's drain to carry said irrigation water in the District's drain for diversion and delivery to Licensee's property, consisting of approximately 5.81 acres known as the Hillside Park (the District's "West Drain" is in a 36" pipe along the east boundary of the new Hillside Park);
- 2. construct and install a diversion structure in the District's "West Drain" to divert water to a new pump station for delivery of irrigation water to the Hillside Park (Licensee's diversion is to divert its shares from the 36" pipe and into the new pump station/wet well); and
- 3. overflow/discharge any excess irrigation water from the above-referenced pump station/wet well into the District's drain (aka "Little Drain") and construct and install an overflow pipe within the District's easement for the Little Drain (the "Little Drain" is an open drain along the southern boundary of the Hillside Park,

all within Licensee's property described in Exhibit A, in Middleton, Canyon County, Idaho. No other construction or activity is permitted within or affecting the drain or the District's easement.

EXHIBIT D Special Conditions

- a. The construction described in Exhibit C shall be in performed in accordance with certain plans attached hereto as **Exhibit D-1** and by this reference incorporated herein. Licensee and the District acknowledge and agree that the diversion works referenced above will be operated and maintained by the Greater Middleton Parks & Recreation District pursuant to a lease agreement with Licensee.
- b. Licensee shall notify the District prior to and immediately after construction by contacting Allen Funkhouser at 208-571-3804 so that he or the District's engineers may inspect and approve construction.
- c. Licensee's diversion and use of the irrigation water is limited to that amount authorized by Licensee's shares in the Ditch Company, and to which Licensee discharges to the District's drain, and Licensee shall not be entitled to divert and/or pump more water from the District's drain than authorized by Licensee's shares or which Licensee discharges into the District's drain. The District will carry Licensee's irrigation water from the point of discharge to the point of delivery during the applicable irrigation season. Licensee shall measure said diversions and install flow meters at each diversion point to ensure that Licensee's diversion from the drain does not exceed the amount authorized by said shares and delivered into the District's drain by the Middleton Mill Canal to 5.81 acres known as Hillside Park. Licensee acknowledges and agrees that the District will continue to operate its facilities in the usual manner, that the water in the drain is waste water which may be discontinued, and the District shall have no liability or responsibility for shortages of water, delivery of water to Licensee or to maintain existing flows in the drain and all such liability and responsibility are expressly waived by Licensee.
- d. Licensee shall be responsible and shall ensure that any drains or pipes which discharge water from the Licensee's pump station/wet well into the District's drain do not cause any erosion or subsidence of soil within the drain. The Licensee agrees that the District shall not be liable for any damages which shall occur to the drain pipes or any other improvement of any kind or nature whatsoever which the Licensee shall install on the said easement area of the District in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of said drain.
- e. Licensee acknowledges and agrees that should the encroachments need to be removed in order for the District to access, operate, maintain or repair the drain, it shall be Licensee's obligation and cost of removing or replacing the encroachments. Licensee further agrees that the District shall not be liable for any damages which shall occur to the improvements or other encroachments in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of the drain.
- f. Licensee represents that Licensee has complied with all federal, state or other laws, rules, regulations, directives or other requirements in any form regarding environmental matters, and specifically those relating to pollution control and water quality, as may be applicable under the subject matter, terms or performance of this agreement broadly construed. Licensee recognizes its continuing duty to comply with all such requirements that now exist or that may be implemented or imposed in the future. By executing this

agreement the District assumes no responsibility or liability for any impact upon or degradation of water quality or the environment resulting from the discharge or other activity by Licensee which is the subject of this agreement.

- g. Licensee hereby indemnifies, holds harmless and shall defend the District from any and all penalties, sanctions, directives, claims or any action taken or requirement imposed by any party or entity, public or private, with respect to environmental matters relating to the subject matter, terms or performance of this agreement unless the District shall be solely responsible for the condition or activity which gives rise to any such penalty, sanction, directive, claim, action or requirement.
- h. In the event the District is required by any governmental authority to acquire or comply with any permit or other operational requirements associated with Licensee's activity which is the subject of this agreement, Licensee shall indemnify, hold harmless and defend the District from all costs and liabilities associated with such permit and other requirements, including but not limited to all costs associated with all permit acquisition, construction, monitoring, treatment, administrative, filing and other requirements.
- i. The parties to this agreement recognize this license agreement is an accommodation to Licensee. The District by this agreement does not assume, create, or exercise legal or other authority, either express or implied, to regulate, control, or prohibit the discharge or contribution of pollutants or contaminants to the District's facilities or to any groundwater, waters of the State of Idaho or the United States, or any other destination. Such authority, to the extent that it exists, is possessed and exercised by governmental environmental agencies.
- j. Construction authorized by this License Agreement shall be completed within one year from the date of this Agreement. Time is of the essence.



Greater Middleton Parks & Recreation District Hillside Park - Phase 2

310 N. Hawthorne Dr.

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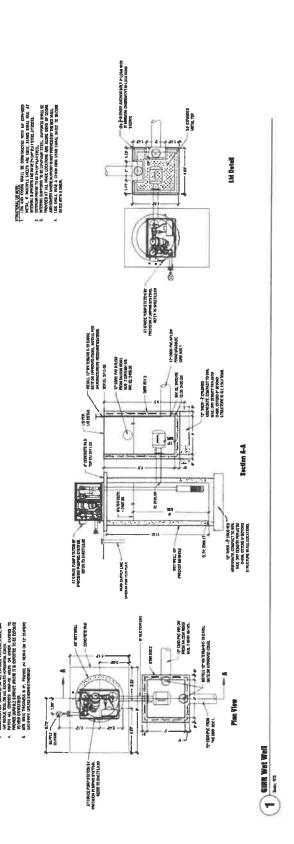
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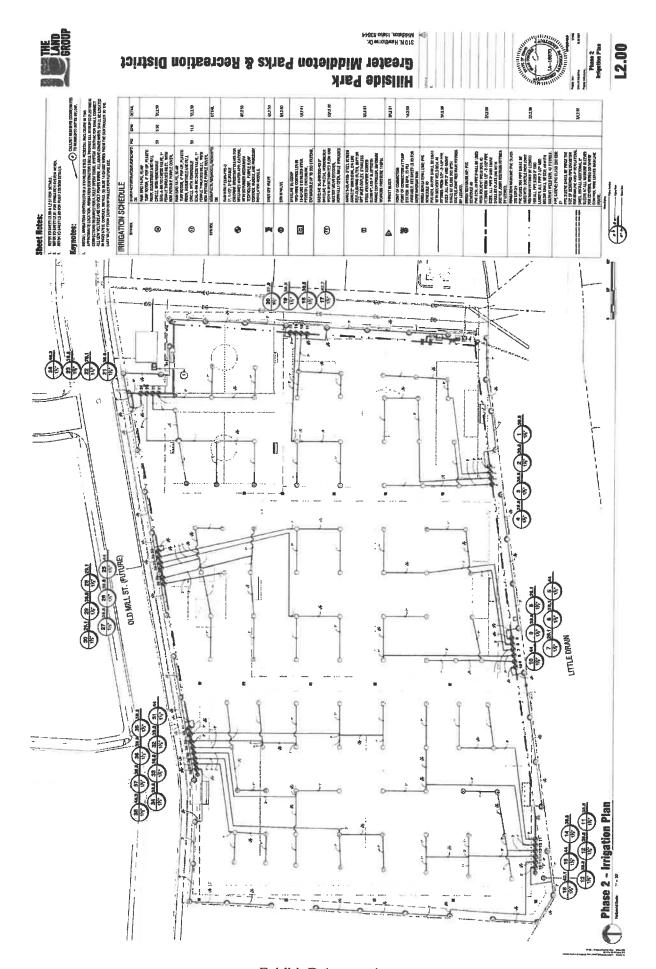


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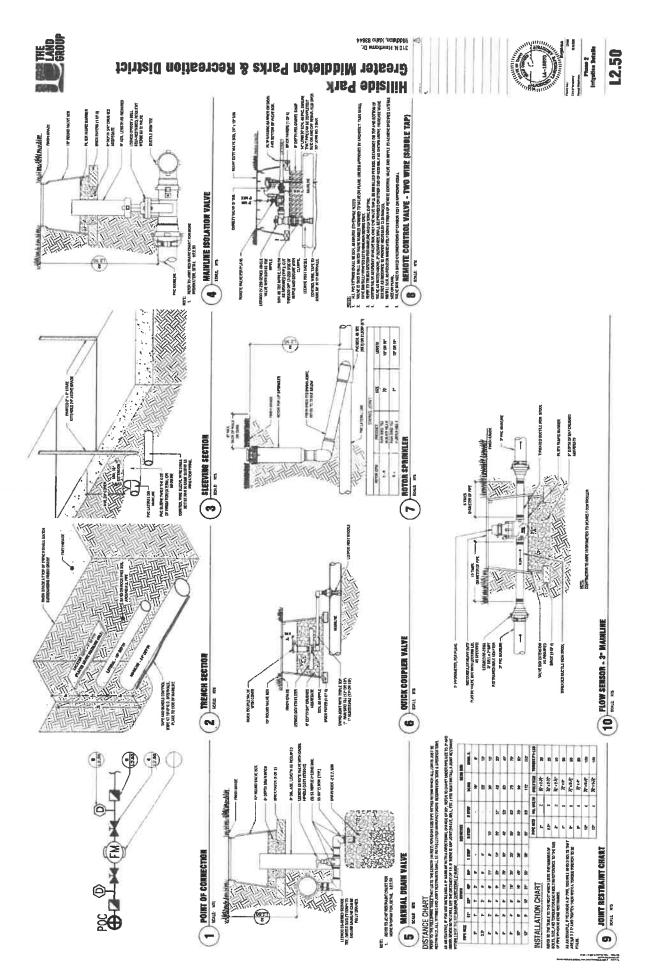


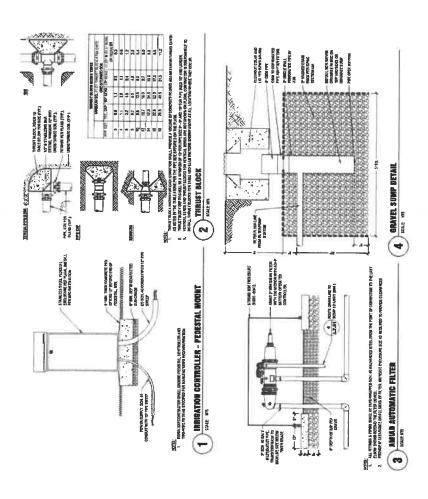
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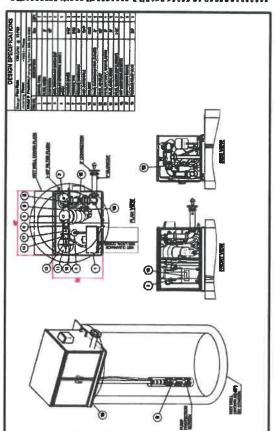






Hillside Park Greater Middleton Parks & Recreation District

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Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Michael Lepore
Contact Phone	781-254-5044
Contact Email	mlepore@cleargov.com

Order Date	May 5, 2023
Order valid if signed by	May 31, 2023

Customer Information					
Customer	Middleton, ID	Contact	Becky Crofts	Billing Contact	Wendy Miles
Address	1103 West Main Street	Title	City Administrator	Title	Finance Director
City, St, Zip	Middleton, ID 83644	Email	bcrofts@middletoncity.com	Email	wmiles@middletoncity.com
Phone	(208) 585-3133			PO # (If any)	

The Services you will receive and the Fees for those Services are				
Set up Services	Tier/Rate	Se	ervice Fees	
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 1	\$	7,200.00	
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions	Tier 1	\$	(2,520.00)	
Total ClearGov Setup Service Fee - Bi	illed ONE-TIME	₩.	4,680.00	
Subscription Services	Tier		ervice Fees	
ClearGov Operational Budgeting - Civic Edition	Tier 1	\$	9,100.00	
ClearGov Personnel Budgeting - Civic Edition	Tier 1	\$	8,300.00	
ClearGov Capital Budgeting - Civic Edition	Tier 1	\$	6,200.00	
ClearGov Digital Budget Book - Civic Edition	Tier 1	\$	5,200.00	
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions	Tier 1	\$	(10,080.00)	
Total ClearGov Subscription Service Fee - Billed ANNUALL	Y IN ADVANCE	\$	18,720.00	

ClearGov will provide your Services according to this schedule				
Period	Start Date	End Date	Description	
Setup	Oct 1, 2023	Oct 1, 2023	ClearGov Setup Services	
Initial	Oct 1, 2023	Sep 30, 2026	ClearGov Subscription Services	

To be clear, you will be billed as follows					
Billing I	Date(s)	Amount(s)	Notes		
Oct 1,	2023	\$4,680.00	One Time Setup Fee		
Oct 1,	2023	\$18,720.00	Annual Subscription Fee		
Additional sub	Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.				
Billing Terms and Conditions					
Valid Until	May 31, 2023	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.			
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.			
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.			
Rate Increase	6% per annum	After the Initial Service Period, the	fter the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.		

General Terms & Conditions

Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer		
Signature		
Name	Becky Crofts	
Title	City Administrator	

	ClearGov, Inc.		
S	ignature		
	Name	Bryan A. Burdick	
	Title	President	

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)				
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date		

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboaording:
- ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users via video conference and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboaording:
- Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.





Software Proposal

PREPARED ON

5/5/23

PREPARED FOR

Wendy Miles Finance Director Middleton, ID

PREPARED BY

Michael Lepore ClearGov, Inc. mlepore@cleargov.com 781-254-5044



We Create Easy-to-Use Software to Help Governments Budget Better

NACo endorses ClearGov Budget Cycle Management as the budgeting solution of choice for local governments.



"ClearGov's commitment to modernizing the government budgeting process with affordable, easy-to-use software has saved counties countless hours by streamlining and automating the annual budget process. After our rigorous evaluation process, we are pleased to share ClearGov's innovative solutions with our members."

Paul Terragno

Financial Services Center Managing Director. NACo



5/5/23

Wendy Miles Finance Director Middleton, ID 1103 West Main Street Middleton, ID 83644

Dear Wendy,

Per our discussions, I am pleased to provide you and your team at Middleton with the attached software proposal for your consideration

Our mission at ClearGov is to create easy-to-use, modern software to help governments budget better. We make it easy for governments like yours to operate more efficiently and communicate more effectively. Our solutions are easy to afford, implement, and use. They don't cause a lot of upheaval, and they don't force you to reinvent the wheel. ClearGov solutions are designed to be just right for local governments like Middleton.

We fully appreciate the demands on your time, so I'd like to thank you in advance for the time that you and your team will spend reviewing this proposal. If you have any questions or need additional information of any kind, please do not hesitate to ask.

I am confident that you and your team will be impressed by the ClearGov solutions and even more impressed by how hard we will work to make you happy.

We look forward to working with you.

Sincerely yours,

Michael Lepore ClearGov, Inc. mlepore@cleargov.com 781-254-5044

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Executive Summary

Mission

ClearGov's mission is to create easy-to-use, modern software that helps local governments budget better. We believe that *every* local government should have the opportunity to leverage technology to operate more efficiently and communicate more effectively. We pursue this mission by carefully designing solutions that are clear, collaborative, compelling and cost-effective to fuel better budgeting and drive community support.

Solutions Overview

Based on our conversations with Middleton and our understanding of your key needs and objectives, we are proposing the following ClearGov solutions:

ClearGov Operational Budgeting

- A robust, yet simple-to-use budgeting solution that is specifically tailored to the needs of local governments to streamline the budgeting process.
- Enables finance teams to easily collaborate in real time
- Eliminates spreadsheet errors
- Provides visual dashboards for all funds summary and budget to actuals
- Enables end-of-year projections and fund balance analytics

ClearGov Personnel Budgeting

- A filterable personnel dashboard provides a birds-eye view of your headcount budget and enables you to visually compare unlimited personnel budgeting scenarios
- Automated workflows streamline position and reclassification requests
- Create salary and benefits plans for up to 20 years
- Analyze the effects of salary/benefit adjustments for more informed union negotiations
- Create and export custom reports to share your personnel budget internally and externally

ClearGov Capital Budgeting

- Utilize built-in templates to easily create customized capital request forms
- Automated workflows collect, organize and present capital requests in an intuitive dashboard with the ability to filter by department, funding source, request type and more
- Leverage capital request template forms and create custom forms
- Create unlimited multi-year scenario plans to optimize capital utilization
- Score and rank capital requests based on custom criteria to prioritize requests

ClearGov Digital Budget Book

- The easiest and fastest way to build an award-winning budget book
- Automatically generates a professionally formatted template that's pre-populated with your financials, capital request data, charts, and more
- Let's you and your team work collaboratively to fill in the details
- Built to GFOA guidelines, optimized to ADA standards and designed to be mobile-friendly

Investment

ClearGov offers solutions that are affordable for local governments of all shapes and sizes. A summary of your investment in the ClearGov Solutions proposed herein includes:

Setup Service Fees (One time investment)	
Setup Fee: Includes - Full activation and setup; Data onboarding; Client training	\$7,200
Setup Bundle Discount:	\$2,520
Total Setup Service Fees	\$4,680

Annual Subscription Service Fees (Annual investment)	
ClearGov Operational Budgeting	\$9,100
ClearGov Personnel Budgeting	\$8,300
ClearGov Capital Budgeting	\$6,200
ClearGov Digital Budget Book	\$5,200
Bundle Discount	\$10,080
Total Annual Subscription Service Fees	\$18,720

Implementation Plan

You will be assigned an Implementation Manager (IM), who will develop a plan to get your team up and running that is based on your specific goals and timeline. The ClearGov Onboarding Process will have a big impact on your overall success with our platform, and as such, it is a team effort between you and ClearGov that includes three key components:

General Ledger Data Mapping

A ClearGov Data Onboarding Consultant will format, upload and map your financial data (i.e.
revenue and expense data). Your role is to provide us with a complete set of data files as well as
guidance on how you would like to view the data, and to review and provide feedback along the
way. This is the most important onboarding step as it enables the full use of the budgeting
applications.

Training

 Our products are designed to be intuitive and easy to use, but ClearGov provides a robust set of self-directed training resources, as well as custom workshops to share best practices and help you get the most from our solutions.

Configuration

 Once trained, you can easily configure the ClearGov platform to meet your specific needs - for example - by customizing capital request forms; creating wage schedules; selecting the panels to include in your Transparency Center; etc.

Timeframe

• We have learned that different customers have different priorities, so the onboarding process usually takes between 60 - 90 days. If you have a specific deadline, please let me or your Implementation Manager know, and we'll get back to you quickly to let you know if it's possible, as well as what needs to happen - by when - to achieve that deadline.

Conclusion

In the pages that follow, we'll explain how and why ClearGov solutions not only offer the best value for Middleton, but also make your day-to-day operations more efficient, productive, and impactful.

ClearGov is committed to helping local governments like yours "make democracy work better". And while that may sound lofty, "democracy" is simply what you do every day. We just want to help you do it in a modern, data-driven way — a way that makes your job easier, lightens your load, showcases all the good work that you do, and ultimately helps you better serve your community.

ClearGov already works with hundreds of local governments across the country, and we'd be delighted to welcome Middleton into the fold. If you have questions or concerns as you review this proposal, please do not hesitate to reach out. Thank you for your consideration.



Budget Cycle Management Overview

We know that you're working hard to make your government run better, and you know that technology can help you get it done. Unfortunately, most of the gov-tech software on the market right now is designed for sprawling megacities or state and federal government — not local agencies like yours. So, these platforms are often complicated, expensive, and loaded with bells and whistles that you'll never use. You don't need a chainsaw to carve a turkey. You simply need the right tool for the job.

ClearGov is built from the ground up specifically for local governments. It does everything you need it to do. It's just-right software for agencies that are looking to take that critical next step toward modernizing their budget process. Therefore, all ClearGov solutions are:



CLEAR AND EASY TO USE

At ClearGov, everything we do is designed to make complex government data easy to understand and easy to use, internally and by the public at large. We present data in readily-understood infographic form, and offer an interface for our internal tools that's easy for every staff member to learn and use.



CLOUD-BASED

Web-based software requires no installation, no maintenance and is always up-to-date. Plus, it gives local governments the ability to quickly adjust to evolving input and changing dynamics. We host our software and our data with Amazon Web Services, which ensures data security and world-class software performance.



CONNECTED

All ClearGov solutions share a common data set and work together seamlessly. Plus, when you're ready to implement, we do all the heavy lifting for you. To get started, all you have to do is send us an Excel file with your financial data, and we'll onboard it for you.



COLLABORATIVE

ClearGov solutions are designed to improve collaboration and efficiency by automating processes and outcomes. Streamlining the collaborative process is vital to prevent key items from falling through the cracks. Centralization and remote access to documents, systems and processes is mission-critical.



COST EFFECTIVE

ClearGov is built and priced for local governments and school districts. Our packages are all-inclusive, so you'll never be charged extra for per-seat licenses, never be surprised with hidden fees, and never pay for support or product updates...never.

Our goal is to delight our customers with unbeatable value in everything we do.



Budget Better Together

ClearGov Operational Budgeting is a suite of flexible, cloud-based budgeting, forecasting and fund balance modules designed to leverage your existing financial data into a more efficient and collaborative budget building process that streamlines communication with department heads and other budget stakeholders.

It is a one-stop shop to dynamically forecast what-if scenarios, build a budget and communicate budgeting rationale. Designed specifically for local governments and school districts, ClearGov Operational Budgeting is a giant step forward from building your budgets and forecasts with Excel or the legacy accounting system budgeting tools.



Watch a 5 minute micro-demo here

- **✓** Budget Dashboard
- ✓ All Funds Summary
- ✓ Automated Audit Trail
- **✓** Budget to Actuals Charts
- Unlimited Budgets

- ✓ Departmental Collaboration
- **✓** End of Year Projections
- ✓ Integrated Report Builder
- **✓** Fund Balance Metrics
- ✓ Multi-Year Forecasting, and more...



"From start to finish, ClearGov Budget Cycle Management is a suite that's well thought out. They clearly did their homework and did a great job integrating all of the products. ClearGov software is worth more than what we're paying for it!"

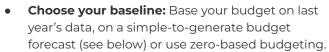
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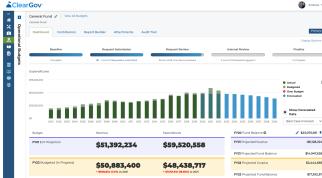
Finance Director City of Sweet Home, OR Population: 10,000



Budget Builder

ClearGov's Budget Builder helps your staff budget better, together. Using a single, shared online workspace, financial executives, committee members, and department heads can collaborate on building a budget using an efficient tool that's been designed specifically to meet the budgeting needs of local governments.





- **Collaborate effectively:** ClearGov Budgets makes it easy to manage, merge, track and review budget requests and changes as a team, every step of the way.
- **Create unlimited budgets:** Create multiple budgets every year across different funds or for the same fund. You can even build out what-if scenarios.
- Add notes and supporting material: Comments and supporting documents are easily attached directly to line items so they are readily available for reference.
- **Keep a thorough audit trail:** Automatically track every change, comment, and version so you always know who changed what and when.
- **Build custom reports with a click:** Easily create and export custom reports to share your operational budget with internal and external stakeholders and existing systems.
- Operational Budget Dashboard: Quickly see and share the status of your budget-building process. Filter on current and historical financial data. Automatically aggregate all budget requests in one place.



All Funds Summary

With ClearGov's automated All Funds Summary dashboard, you can easily review your holistic budget. No more switching between spreadsheet tabs or scrolling screen by screen to get the full picture.

- Automated Summary: View your budget across all funds via an interactive, visual dashboard.
- **Toggle Your Views:** Filter and sort functionality is built-in. You can toggle your view by fund, department or object.
- Operational Budgets

 All Funds Summary P(2)

 Operational Budgets

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• **All Funds Summary Export:** Online collaborators will have access to the All Funds Dashboard, and with one click, you can export a full report to Excel, CSV or PDF.

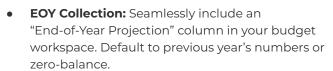
ClearGov, Inc. | 855-553-2715 | www.cleargov.com

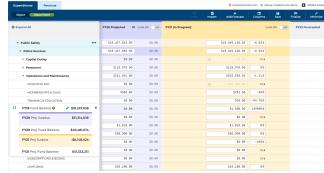
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End of Year Projections

As your fiscal year progresses or as the fiscal year-end approaches, your collaborators can submit end-of-year projections. ClearGov automatically updates your projected fund balances to help you make more informed decisions for next year's budget.





- Fund Balance Analysis: Utilize interactive charts to give your finance team new perspectives and insights on your projected Fund Balances.
- **Pin Your Chart:** Your collaborators can pin their fund balance chart to their workspace to see live updates as they work through their budget requests entry.

Why does Middleton need this?

- **Improve accuracy:** Nearly 9 out of 10 spreadsheets contain errors. Finding those mistakes and fixing them can be frustrating and wastes precious time. But ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster that has to be managed and merged manually.
- **Collaborate more effectively:** ClearGov allows everyone involved to work from the same platform, share comments and suggestions, and immediately see the impact across the organization in real time as budget development unfolds.
- Free up time and resources: Preparing the annual budget consumes a big chunk of your time, but it's not the only thing you do. Modernizing your budgeting process will free up your time and talent to focus on other critical projects as well.
- Make better budgeting decisions: ClearGov's dynamic, graphical interface helps you clearly visualize historical trends at a glance so you can readily identify areas that are consistently under or over budget and make adjustments accordingly.
- Plan for the long term: Access to an Al-driven forecasting tool enables you to better assess how budget decisions made today will impact revenues and expenditures down the road. Create multiple forecasts to better plan for "best case" or "worst case" scenarios.
- Identify areas of potential overspend/prevent waste: With instant, easy access to benchmarking data, you can uncover areas for savings quickly and adjust your budget accordingly.



Modern Personnel Planning

Chances are that people represent the biggest chunk of your annual budget, and it's also the most complicated. ClearGov's Personnel Budgeting solution enables you to throw away those massive spreadsheets that you've been managing by hand and streamlines the entire personnel planning and forecasting process in a single, cloud-based, collaborative solution.

Complete with powerful tools to manage position requests, inform union negotiations and much more, ClearGov's Personnel Budgeting application is a unique software platform built specifically to help finance directors more easily budget for salaries, benefits and other personnel costs.



Watch a 5 minute micro-demo here

- ✓ Personnel Dashboard
- ✓ Position Request Manager
- Vacancy Planning
- ✓ Unlimited Scenario Planning

- Union Negotiation Planning
- Multi-year Position Budgeting
- ✓ Integrated Report Builder
- ✓ And more...



"The more we work in ClearGov, the easier it gets. We first bought Transparency, and then subsequently added Digital Budget Book several months later. Now, we are planning to upgrade to the full suite this spring so we can use Operational Budgeting, Capital Budgeting, and Personnel Budgeting for our next budget cycle. The ClearGov team has been amazing to work with."

Linda Watson

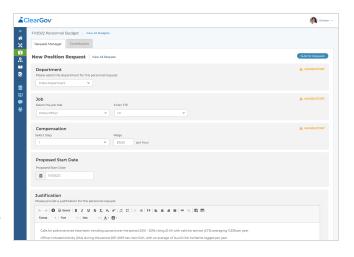
Finance Director Paige, AZ Population: 7,375



Personnel Request Manager

The ClearGov Personnel Budgeting solution enables you to quickly and easily setup and organize your personnel data, collective bargaining rules, open positions and more. Automated workflow tools enable you to capture position requests in a digital format and automatically incorporate these changes into your personnel planning model.

 Position Management: Easily import all people, positions and units from your accounting system and set up rules for steps, lanes, benefits, overtime and more.



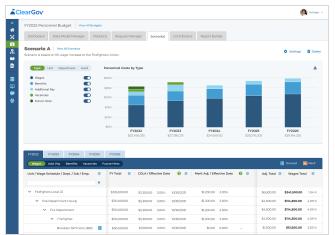
- **Digital Request Forms:** Stop using paper or Excel request forms. Enable department heads to submit new position requests using digital request forms, and all data is automatically captured within your personnel plan.
- Request Manager: Manage all new position requests from one table. Easily see the details of
 each request, add comments for the requester, and take other actions on the request. Requests
 can be included in scenarios to see the impact of new positions as you build your personnel
 budget.



Personnel Planning

ClearGov Personnel Budgeting provides a powerful yet intuitive set of tools to review, plan, compare and communicate multiple personnel plan scenarios to help you make smart decisions about your team and your budget. Compare and contrast single year or multi-year budgets. Easily alter any of your key assumptions to examine unlimited what-if scenarios.

- Data and Rules Manager: Intuitive tools enable you to set up and manage key assumptions and rules by position or by CBA unit.
- Scenario Planning: Seamlessly create unlimited, personnel budget scenarios based on applicable rules and assumptions by unit, by position or by individual.
- **Union Negotiations:** Analyze the effects of adjustments to salaries and benefits for more informed negotiations.
- **Vacancy Planning:** Get a complete picture of your current and future workforce budget; create and fill vacant positions on specified dates.
- **Multi-Year Planning:** Automatically create salary and benefit plans for up to 20 years in the future.





Personnel Dashboard

ClearGov Personnel Budgeting rolls up all of your critical information into an easy-to-read, graphical dashboard to help you immediately see the impact of key decisions and share these insights with the rest of your team in a common cloud-based environment.

- Robust Filtering: Immediately see the impact on your headcount plans from multiple angles. Filter your personnel dashboard by department, job type, position, unit, and more.
- Report Builder: Create and export custom reports to share your workforce budget with internal and external stakeholders and existing systems.



Why does Middleton need this?

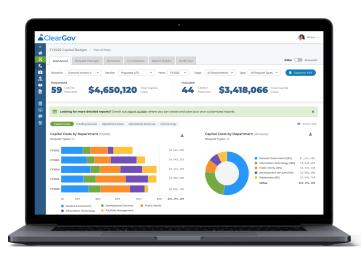
- **Scrap the Spreadsheets:** Get rid of those massive personnel planning spreadsheets and stop sorting through emails to find the right update. Best of all, eliminate those tedious spreadsheet errors that take hours and hours of precious time to find and fix. ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster.
- Accurate forecasts: More accurately forecast personnel expenses, including salaries, benefits
 and other ancillary compensation such as overtime to help you make better, fact-based
 decisions today.
- **Critical insights:** Leverage scenario planning to understand the true impact of key labor contract negotiations, plan for vacancies, furloughs and more.
- Save time and effort: Manage new position and reclassification requests more efficiently and incorporate those changes directly into your planning.
- **Streamline Budget Reviews:** Share your dashboard and key reports with internal and external stakeholders for review, feedback and approval. With all of the relevant information in one place, your budget review meetings will be a snap.
- **Synchronized budgeting:** ClearGov's Personnel Budgeting also syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process.



Smart Capital Planning

Capital planning doesn't have to be complicated and it definitely doesn't need to be manual. It's time to get rid of those hard copy capital request forms and move your entire capital planning process into the digital age.

ClearGov Capital Budgeting is the first cloud-based capital improvement planning (CIP) solution specifically designed for local governments that streamlines requests, provides a multi-year scenario optimization process, and generates website-based pages automatically for each capital improvement.



Watch a 7 minute micro-demo here

- ✓ Capital Budgeting Dashboard
- ✓ Capital Request Manager
- ✓ Request Scoring & Ranking
- ✓ Unlimited Scenario Planning

- Unlimited Contributors
- **✓** Project Request Templates
- ✓ Integrated Report Builder
- ✓ And more...



"Our CIP team absolutely loves the capital budgeting product. They love the fact that they can import our projects into it, and we can show our citizens this information. We are going to use the Transparency pages so that our citizens can get updates on our projects."

Christin Lindsey

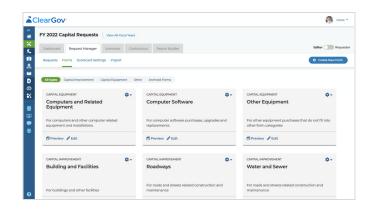
SR Budget Analyst Pflugerville, TX - City Population: 61,700



Capital Requests

The Capital Request function is a dashboard-driven tool that automates and optimizes the process of collecting, organizing, and reporting capital requests across all departments and automatically populates your capital plan. Think of it as a modern, digital-first solution to an age-old, paper problem.

• **Digitize your requests:** Save some trees with a simple online form that captures and submits requests electronically.



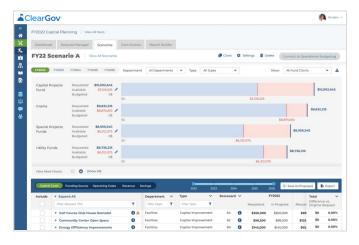
- **Customize your form(s):** Easily customize the default templates with a few simple clicks to precisely fit your needs and preferences. Create as many different form types as you need.
- **Automate your workflow:** Initiate, collect, track, and manage all your requests online, even set triggered reminders for department heads.
- **Digital audit trail:** Your department heads can easily attach pictures, PDFs, and other supplemental materials to their digital request form. These materials travel with the request, so they're always just a click away.
- **View capital requests at a glance:** Report and review requests by department, funding source, fiscal year, and more all from an intuitive dashboard.



Scenario Planning

All capital request data is automatically integrated into the Scenarios functionality. Powerful but simple tools enable you to easily and visually identify how your expected funding matches up against all of the requests. Scenarios makes it point-and-click easy to examine multiple scenarios to help you make insightful decisions about which projects you need and can afford to fund.

 Unlimited Scenarios: Easily create, analyze and compare multiple scenario plans to propose and optimize your capital budget - both near and long term.



- Scoring and Ranking: Assign priorities and ratings to each project based on how they directly impact your key strategic initiatives.
- **Shift Funding Assumptions:** Can't afford to completely fund a project in one year...no problem. ClearGov Capital Budgeting enables you to spread funding assumptions across multiple years and explore multi-year what-if scenarios.



Capital Budgeting Dashboard

The Capital Budgeting dashboard centralizes everything you need to plan and present your budget and provide deeper insight into capital requests. Use filters to visualize the data from multiple angles while you review capital costs, funding sources, operational costs, cost savings and project revenue.

 Robust Filtering: Immediately see the impact of capital requests on your budget from multiple angles. Filter your dashboard by department, year, request type and more.



- Auto-generated graphs: View your capital budget data with auto-generated charts that can be downloaded instantly to be used in presentations or shared with stakeholders.
- Analyze Requests: Easily click on a request to drill down into the details to see pictures, attachments and a cost breakdown.

Why does Middleton need this?

- It's so much more efficient: The sooner you automate out-dated manual processes, the more efficiently you can govern. Once you streamline the tedious task of organizing your capital requests, you'll have more time and energy to invest in one of the most critical components of good governance strategic planning.
- **Eliminate the paper chase:** Instead of chasing down paper requests and slogging through the data entry process, you can kick off each new request cycle with a click.
- **Critical insights:** Leverage scenario planning to understand the true impact of key capital projects in both the short term and over time.
- Shine a spotlight on community development: A good chunk of every tax dollar funds important CIPs in your community things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.
- Synchronized budgeting: ClearGov's Capital Budgeting syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process. Capital Budgeting also syncs with and automatically generates a capital request summary with detail pages for each department/request for your ClearGov Digital Budget Book.



Build an Award-Winning Budget Book in a Fraction of the Time

The annual budget book is your government's most important, public-facing policy document. You want it to be polished, professionally formatted, and accessible to as many residents and stakeholders as possible. And, ideally, you want it to be easy and efficient to produce on your end.

ClearGov Digital Budget Book is the industry's first website-based solution that automates most of the budget book creation process using templates and data-driven charts and tables. Meet GFOA award criteria and deliver new levels of clarity, engagement and understanding for your citizens.

Watch a 5 minute micro-demo here



City of Clear Lake

✓ Department Specific Pages

✓ Automated Fund Summaries

- ✓ Collaborate and Customize
- ✓ Built-in GFOA Best Practices

- Capital improvements inclusion
- ✓ Automatic Data Updates
- ✓ Automated Workflows
- ✓ And more...



"We are proud to have won a GFOA award for our latest budget book that we created with ClearGov's Digital Budget Book. One GFOA reviewer even gave us an **Outstanding** rating for Document-wide Criteria and noted: 'The new software they have implemented is great. Graphics, charts, formatting: all exceptional. Outstanding as a communication device.' We are thankful to ClearGov for all of their support throughout the process."

Janet Holman

Financial System Manager Montgomery County, OH



Budget Book Builder

The Budget Book Builder module helps you produce an interactive and engaging budget book in a fraction of the time it takes today. Instead of manually building your book in a clunky document editor, you build it collaboratively using simple web apps that streamline the steps from start to publish.

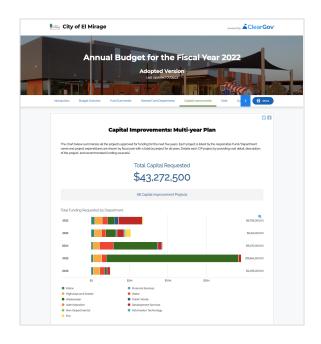
- Prepopulated and preformatted: Start with a core framework that includes all of your pre-loaded budget data with integrated, pre-built charts
- **Smarter workflow:** Collaborate and work faster to add your narrative with fewer headaches
- Highly customizable: Add images, choose chart colors, and select styles to reflect your civic brand.
- **Better end product:** Produce a polished piece that is ADA-Optimized and built from the ground up to meet GFOA best practices

City of Shawnee 2021 Annual Budget Final Version Lat Ucclased (Vilv.7) Final Version Lat Ucclased Lateral Later

Capital Improvements Inclusion

Utilize the free **Capital Requests Module** to automate and optimize the process of collecting, organizing and reporting capital requests across all departments. The Capital Requests Module also automatically populates your Digital Budget Book.

- Automate your workflow: Initiate, collect, track, and manage all your capital requests with simply online forms that can be easily customized to precisely fit your needs and preferences.
- Publish to your budget book: Automatically add annual and multi-year capital improvement plans directly into your digital budget book.



Digital Budget Book Examples

Check just a few of the outstanding Digital Budget Books created using the ClearGov solution:

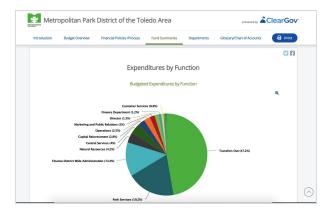
- El Mirage, AZ Digital Budget Book
- Shawnee, KS Digital Budget Book
- Woodbridge, CT Digital Budget Book
- Yuma County, AZ Digital Budget Book
- Sussex County, DE Digital Budget Book



Automatic Data Updates

Revenue and expense data are automatically updated throughout your Digital Budget book as the numbers change, eliminating errors and saving time - especially valuable for those inevitable last-minute tweaks.

 Embedded Data: Easily embed budget numbers into your narrative. Embedded numbers automatically update whenever your budget changes. No more searching through 300 pages.



- **Smart Charts:** All charts and graphs also update automatically, and they're interactive to help provide a complete picture of your budget.
- **Integrated Budget:** Syncs directly with ClearGov Operational Budgeting or upload your budget data into an integrated, intuitive budget editor.

Why does Middleton need this?

- The short-cut you always wanted: One simple click generates a fully formatted framework that's automatically populated with your financial data, along with pre-built charts, tables and graphs, and even some pre-written content. You simply fill in the blanks and customize the content as you see fit.
- **Improve accuracy:** The more spreadsheets you manage and papers you shuffle, the greater the margin of error. ClearGov's digital-first approach is automated, templated, and paperless so you can stop manually collecting, merging, and managing all that input from dozens of department heads.
- You save time and aggravation: Recreating charts, tables, and graphs from spreadsheets every time a figure changes is not only tedious, it's inefficient. With ClearGov, every time you change a number in your budget, all of the applicable charts, tables and graphs are updated automatically.
- **Print on demand:** Printing a budget book is expensive and often out of date before the ink dries. ClearGov enables you and your citizens to print specific sections or the entire budget book whenever you like which saves both time and money.
- **GFOA kudos:** ClearGov's Digital Budget Book is structured to meet GFOA best practice guidelines. In fact, there is a GFOA checklist built right in, so you can check off each Distinguished Budget Award Presentation requirement as you complete it.

Product Scope

In the interest of transparency, we want to provide guidance around the scope of usage that is included with each ClearGov solution. The tables below do not provide a detailed list of every feature and/or function included in the product. These tables provide a summary of the key things that you can do with each solution once your account has been activated.



ClearGov Operational Budgeting - Product Scope

Once your data has been onboarded, ClearGov Operational Budgeting enables \${Common Name} team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Service Description	In Scope
Create Forecasts: Auto generate one or more forecasts for each of your funds. Modify forecasts based on what-if scenarios adjust parameters as needed.	Unlimited forecasts
Create Budgets: Create one or more budgets for each of your applicable funds. Invite collaborators, iteratively build the budget and share with reviewers.	Unlimited budgets
Export Budgets to ERP: Export your final budget(s) from ClearGov in order to import directly into your accounting system / ERP. NOTE: Depending on your ERP, your export file may require formatting prior to import.	Export Format:Excel; .CSV file



ClearGov Personnel Budgeting - Product Scope

Once you have uploaded your position and personnel data, ClearGov Personnel Budgeting enables \${Common Name} team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
Personnel Request Forms: Create forms for your contributors to submit personnel requests.	Unlimited personnel request forms
Personnel Data Import: Import personnel and position data into your personnel plan.	Unlimited positions and personnel
Personnel Scenario Planning: Input and adjust key rules and assumptions to create and analyze personnel budget scenarios.	Unlimited scenario planning



ClearGov Capital Budgeting - Product Scope

Once your subscription is activated, ClearGov Capital Budgeting enables \${Common Name} team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed

to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
Capital Request Forms: Create forms for your contributors to submit capital requests.	Unlimited capital request forms
Capital Request Imports: Import existing capital requests to your capital plan and/or present in your budget book.	Unlimited capital requests
Capital Scenario Planning: Input and adjust capital funding assumptions to create and analyze capital budget scenarios.	Unlimited scenario planning



ClearGov Digital Budget Book - Product Scope

Once your data has been onboarded, ClearGov Digital Budget Book enables \${Common Name} team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your CSM will provide advice and suggest best practices to help you optimize your own Digital Budget Book.

Description	In Scope
Capital Request Forms: Using ClearGov's free Capital Requests Module, you can create forms for your contributors to submit capital requests to create a Capital Request summary for your Digital Budget Book.	Unlimited capital request forms
Digital Budget Books: Create comprehensive digital budget books based on onboarded budget data and the narrative added by you.	Unlimited Digital Budget Book versions
Digital Budget Book Pages: Fill out templated sections of your budget book using ClearGov's toolset and GFOA guidelines embedded in the product, and/or create new pages with your own content, images, tables, etc. as needed.	Unlimited pages
Printed Budget Books: ClearGov's Digital Budget Book solution includes print to .PDF functionality. It automatically creates .PDF documents of the full budget book or selected sections.	Unlimited



Our pricing model matches our products - simple, straightforward and built for local governments.

Setup Fee:

• A **one-time investment** that covers setup, activation, data onboarding and initial training — everything you need to get launched.

Solution Subscription:

• A flat **annual investment** covers unlimited access and usage of your ClearGov solution and includes unlimited support from your dedicated Client Success Manager.

That's it. We don't charge extra for seat licenses or updates or ongoing support or professional services or anything else, so there are absolutely no hidden fees. See the table below for a complete breakdown of what's included.

Setup Service Fees (One time investment)	
Setup Fee: Includes - Full activation and setup; Data onboarding; Client training	\$7,200
Setup Bundle Discount:	\$2,520
Total Setup Service Fees	\$4,680

Annual Subscription Service Fees (Annual investment)	
ClearGov Operational Budgeting	\$9,100
ClearGov Personnel Budgeting	\$8,300
ClearGov Capital Budgeting	\$6,200
ClearGov Digital Budget Book	\$5,200
Bundle Discount	\$10,080
Total Annual Subscription Service Fees	\$18,720

(2) Implementation Plan

Overview

The ClearGov onboarding process is designed to activate and set up your ClearGov solution. We have designed the process to be as straightforward as possible. Yes - there are some things you'll have to do, but the effort is likely to be much less than other robust software implementations you have experienced in the past. With your specific goals and budget timeline in mind, your Implementation Manager will develop a plan and guide you through what needs to be done to get you and your team up and running. The Implementation Manager will work with you and ClearGov's internal experts to achieve onboarding milestones.

It is important to note that the onboarding process will have a big impact on your long-term success with ClearGov and as such, it is a partnership with both shared and individual responsibilities. Rest assured that your Implementation Manager will keep you informed about progress and next steps along the way. Our job is to help you maximize the benefits you receive by using the ClearGov platform.



"Governments looking for budgeting and transparency software need to know two things about ClearGov: 1) it's super easy to use, and 2) the ClearGov Client Success team is unparalleled in its ability to work individually with each client. I have not found that at any other company. No one does what ClearGov does, and they have really helped us do a better job."

Brandon Neish

Finance Director City of Sweet Home, OR Population: 10,000

Roles & Responsibilities

Effectively and efficiently completing the onboarding process requires a small group of people - from both ClearGov and \${Common Name} - with specific roles and responsibilities, as follows. NOTE: For some customers, one person may play multiple roles.

Middleton Team

- **Executive Sponsor:** Champions the implementation and rollout of ClearGov inside \${Common Name}. Removes roadblocks and acts as the escalation point if the onboarding process stalls.
- **Primary Contact:** Go-to person at \${Common Name} who is the main liaison with ClearGov's Implementation Manager. Responsible for scheduling meetings and ensuring the right people from the organization attend.
- **Data Exporter:** The person responsible for exporting financial data from your ERP / Accounting System and providing Account ID structure information.
- **Data Reviewer:** The person responsible for reviewing and approving data maps and how your data displays within the ClearGov platform.

ClearGov Team

• **Implementation Manager (IM):** Overall Project Manager for onboarding. Responsible for driving meetings as required and guiding you through the onboarding process. Ensures alignment with what needs to be done and who needs to do it.

- Data Onboarding Consultant (DOC): ClearGov's DOC team is made up of *former local* government finance officials, so they have been in your shoes. Your DOC is responsible for uploading and categorizing your financial data. They will work closely with the Data Reviewer to complete data mapping.
- Training & Enablement Specialist: A ClearGov team member who is deeply familiar with ClearGov products and has developed on-demand educational material available in ClearGov's Support Center. This person will lead training workshops as necessary for users.
- Client Success Manager (CSM): Once your onboarding process is complete, you will be introduced to your Client Success Manager, who is responsible for making sure you achieve your objectives and have ongoing success using the ClearGov platform.
- ClearGov Support Team (<u>support@cleargov.com</u>): Everyone on this team understands how
 ClearGov products work and can answer questions to help you complete a task. The ClearGov
 Support team is available for technical assistance for all ClearGov customers.
- ClearGov Data Team (data@cleargov.com): The ClearGov Data Team is responsible for adding new or updating existing data after the initial onboarding is complete. NOTE: Most members of our Data Team are former financial officials as well.



ClearGov's Award-Winning Onboarding Process

"ChurnZero, a leading customer success platform proclaimed ClearGov an Onboarding Hero award winner. ClearGov implemented a new process which reduced average client onboarding time by 26% while earning a post-onboarding customer satisfaction rating of 100%."

Data Onboarding Timeline

We have successfully onboarded hundreds of local governments, so we know that different organizations have different objectives and deadlines. Some of our customers want/need to implement as quickly as possible and make ClearGov their #1 priority. Other customers take a more relaxed approach and fit us in among other projects. As a result, the onboarding process typically stretches across 60 - 90 days, which allows enough time for us to collaborate and complete the important tasks mentioned in the next section.

Typical Onboarding Timeline



IMPORTANT - Meeting Your Deadline: We are happy to work at whatever pace fits your needs, and we recognize that in certain circumstances, you may require an expedited onboarding process. If you have a specific deadline in mind, please inform your Account Executive or Implementation Manager as soon as possible. We will do our best to meet your deadline (we don't miss many of them), and we'll let you know exactly what we need from you - and when - in order to hit your objective.

Data Onboarding Phases & Tasks

The onboarding process has six phases, as outlined below. Some of these phases overlap and can occur concurrently to reduce the duration of onboarding. Furthermore, once your product subscriptions are activated you are able to use the product(s) immediately to complete various setup & customization tasks while the financial data you provided to ClearGov is being uploaded and mapped.

Phase 1: Discover

The Discover phase is the initial period when you and ClearGov develop a shared understanding of your goals, specific data requirements & structure, budget cycle timeline, and onboarding plan. Depending upon schedules and availability, the Discover phase - in conjunction with the Prepare phase - usually lasts 2 to 4 weeks, starting when you sign the ClearGov service order and your Account Executive connects you with your Implementation Manager. The Implementation Manager is the person who is responsible for overseeing the onboarding process and ensuring both you and the ClearGov team are on track to meet key milestones.

The key objectives during the Discover phase include:

- **Share Goals:** During the Kickoff call, your Implementation Manager will review and verify the goals you discussed with the Account Executive during the sales process.
- **Confirm Key Milestones & Dates:** This information will be used as input to the onboarding project plan and to ensure that everyone has common expectations.
- **Define Launch Requirements:** The Implementation Manager will guide you through exactly what needs to be completed prior to launching ClearGov applications with your organization.

Task	Responsibility	Notes
Product subscription activation	ClearGov	ClearGov will activate your subscription in accordance with the Service Start Date listed in your Service Order. ClearGov will create your initial Client Admin user, who can then access the platform and add additional (unlimited) users as necessary.
Kickoff & Data Discovery calls	ClearGov & Client	The Implementation Manager will schedule two separate 30 - 60 minute Zoom sessions with your team.
		The first call is to discuss key objectives and the timeline for onboarding. The Client's Primary Contact should attend this meeting and anyone else who would like to be involved.
		The second is with a ClearGov Data Onboarding consultant to understand your financial data and collect information for categorizing that data. The Client's Primary Contact, Data Exporter, and Data Reviewer should attend this meeting.
Complete Implementation Worksheet	ClearGov & Client	The Implementation Manager will share a worksheet with a few questions to help us better understand your specific needs and timeline.
Assemble teams and resources	ClearGov & Client	Identify and assemble the necessary individuals - on both teams - to participate in onboarding.

Create a detailed ClearGo project plan with timeline	The Implementation Manager will develop the timeline and project plans and will review these with the Primary Contact.
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Phase 2: Prepare

The Prepare phase focuses mainly on helping ClearGov understand how you categorize your financial data and what changes may be necessary in order to display data the way you prefer within the ClearGov platform. During the Prepare phase, we will ask you to export financial data from your ERP or accounting system and provide information on your account code structure.

Task	Responsibility	Notes
Data Onboarding learning path	Client	We will share material to help you understand the ClearGov data onboarding requirements, as well as how certain choices will affect how your data is displayed within our products.
Scope data implementation	ClearGov	We will ask you to verify how many years of historical data you wish to include in the platform along with which budget and actual versions you want to onboard.
Export Financial Data	Client	We will ask you to export financial data from your ERP / accounting system, and we will provide data format requirements.
Provide mapping information	Client	We will ask you to provide guidance about how to categorize line items based on the structure of your Account IDs, i.e. help us understand your Account ID segment codes.
Review and clarify data	ClearGov	ClearGov will review the data files and information you provide and will let you know if we have clarifying questions.

Phase 3: Map & Review

Formatting, uploading, and mapping your financial (i.e. general ledger revenue and expense) data is the most important step of the onboarding process because that data is what enables the full use of our budgeting applications. A ClearGov Data Onboarding Consultant will complete this work while relying on you to provide a complete set of data files and your input along the way. We will need you to attend a few calls, carefully review the mapping and provide timely feedback. It is our goal to make sure your financial data is presented through the ClearGov applications in the way you want.

Task	Responsibility	Notes
Upload and map financial data	ClearGov	We will format and upload your financial (revenue and expense) data and map each line item into categories such as fund, department, revenue source, and objects
Review initial mapping	ClearGov & Client	We will review your initial mapping with you in a Mapping Review call and develop a strategy for you to provide feedback.
Provide feedback and iterate initial mapping	ClearGov & Client	If necessary, we will create a mapping feedback form for you to fill out and return to us. We will make mapping revisions based on your feedback.

Review mapping in-product	ClearGov & Client	We will review how data flows into key product areas and how you can change how your data looks using product settings. If no initial mapping revisions are required, this process can happen in the initial Mapping Review call.
Product-specific settings	ClearGov & Client	During the in-product review, we will discuss how specific product settings can impact the presentation of your data, e.g. Digital Budget Book best practices for creating department pages with a consistent look.

Phase 4: Train & Configure

Administrators can begin learning how to use ClearGov as well as configure non-financial application settings while data is being mapped. We have developed comprehensive courses that will provide you with step-by-step instructions on how to configure ClearGov. Your Implementation Manager will recommend a custom learning path based on the products you have purchased. The specific tasks required in this phase are outlined in the table below.

Task	Responsibility	Notes			
Administrators & editors begin their learning path and explore help resources	ClearGov & Client	Your Implementation Manager will recommend and enroll you in ClearGov Academy courses to help you meet your goals. Courses are broken down into a variety of product-specific educational elements (e.g. videos, articles, quizzes) for easy consumption. Login to ClearGov Academy and begin your learning path, and log in to ClearGov and explore our Support Center resources.			
Admin & Editor Workshops	ClearGov & Client	Schedule and complete product workshops, as required. (See note below for additional details.) This is instructor-based training, so please come prepared with specific workflow questions.			
Configure non-financial application settings	Client	Complete configurations in selected applications. Some examples: • Select the pages you would like to include in your Transparency Center • Customize Capital Budgeting Forms • Create Wage Schedules in Personnel Budgeting, etc. Your Implementation Manager will provide a			
		comprehensive list of configuration tasks you can complete while your financial data is being onboarded.			
Import non-financial data	Client	Import non-financial data such as existing employee information for Personnel Budgeting and capital requests for Capital Budgeting.			
Add users to the system	Client	In the User Management application, add all potential users to the system. Adding all users here makes it easy to select the appropriate people when it comes time to request budget input and review.			

ClearGov Workshops Overview

ClearGov's products are designed to be easy to use and our learning resources are robust. As a result, you may not need a Workshop for all products. If you want one, here are our guidelines:

- ClearGov will provide a 30-minute Workshop for each product in your subscription.
- ClearGov Workshops may be attended by both Administrators and Editors.
- ClearGov Workshops are designed to answer your specific questions about how to use ClearGov's solutions to meet your specific needs. Therefore, it is highly recommended that you complete the ClearGov Academy courses prior to attending a ClearGov Workshop.

All Workshops are recorded for your ongoing reference and team access.

Phase 5: Promote & Educate

ClearGov products are built to foster collaboration during the budget development process. So, we want to make sure your entire team knows how to get the most from our platform.

Task	Responsibility	Notes
Introduce ClearGov to colleagues	ClearGov & Client	Your Implementation Manager will work with you to customize materials (email messaging and supporting materials) to send to key stakeholders in your organization.
Department Heads complete learning paths	Client	Your Implementation Manager will recommend ClearGov Academy courses for your Department Heads and other users of ClearGov based on the products included in your subscription. Your Implementation Manager will also recommend other resources available through our learning center to ensure your Department Heads are set up for success with ClearGov.
Department Head Workshop	ClearGov & Client	Schedule and complete product workshops, as required. (See note above for additional details.) This is instructor-based training, so please come prepared with specific workflow questions.

Phase 6: Wrap Up

With your onboarding process complete, the \${Common Name} team will be well-prepared to build and communicate your budget. At this point, your Implementation Manager will introduce you to the ClearGov Team who will support you, including your Client Success Manager.

Task	Responsibility	Notes		
Client Success Manager assigned	ClearGov	ClearGov will assign a dedicated Client Success Manager (CSM). Your CSM will become your primary point of contact to provide coaching, share best practices, and ensure continued success with your ClearGov platform.		
Post-Onboarding Review call	ClearGov & Client	Your Implementation Manager will coordinate a call with your new CSM and your Primary Contact to do a final review of any outstanding onboarding tasks as well as to gather your feedback to highlight if any part of the process could have been executed better.		
Communicate Support & Data Request process	ClearGov	Your Implementation Manager will provide instructions on how to contact our Support Team if you have questions or run into a technical issue.		
		Your Implementation Manager will also provide instructions on how to submit data uploads or modification requests to the Data Team.		

Data Requirements

ClearGov's Onboarding process is focused on getting your most complex data up and running on the ClearGov platform. In a nutshell, this means your financial (i.e. general ledger revenue and expense) data - both current and historical information. This data should be readily exportable from any accounting/ERP system. We have partnered with a few vendors to include an "Export to ClearGov" button in their solutions and for some others we can provide detailed export instructions. Your IM will let you know what is available based on the accounting/ERP system you use. Your IM will also provide you with a more detailed document explaining data requirements. The highlights are outlined below.

Data Onboarding Requirements by Product

Product	Chart of	Revenue & Expenditure Data		Checkbook
Product	Accounts	Actual	Budgeted	Detail
Operational Budgeting	V	V	V	N/A
Personnel Budgeting	V	N/A	N/A	N/A
Capital Budgeting	V	N/A	N/A	N/A
Digital Budget Book	V	V	V	N/A

Data Onboarding Detail

Actual Revenues & Expenditures

- The majority of clients sent us 4 to 6 years, however, there is no limit
- By providing more years, trend charts will be more robust
- Current FY budget data is used as the basis to create the next FY budget.

Budgeted Revenue & Expenditures

- Current and upcoming
- Past years to display budget-to-actuals (optional)

Check Level Detail (ClearGov Transparency Only, Optional)

- If you wish to use the Open Checkbook feature in ClearGov Transparency
- Your data must include check-level detail for the most recent fiscal year with as much historical data as you prefer

Line Item Detail File(s)

- Line-item level revenue and expense data. Depending on which accounting system you use, all years may be exported in one file or there may be a file created for each year.
- Each line item should include full account number, account description, fund and dollar amount. We will also need to know the associated fiscal year and if the line item is tied to revenue or expense.
- Depending upon which accounting system you're using, this is often referred to as the Trial Balance Report; Account Inquiry Report; or Budget-to-Actual Report.

Account Number Key

- This is simply an explanation of your account number structure.
- An account number is made up of segments and for each segment we need to know its purpose (i.e. whether it refers to a fund, a department, an object, etc.).
- Most accounting systems enable you to run a report to generate this information. It's often
 called a Segment Report or Chart of Accounts. If yours does not, just let us know. The ClearGov
 data team has successfully uploaded data for hundreds of clients and will work with you to
 determine the best options.

How much data should we provide?

In short, it depends on which product(s) you plan to use:

• **Operational Budgeting:** Should provide budgeted data for the current fiscal year and any historical budgeted/actual data you would like to be able to view/compare when you are building your next budget. NOTE: The Forecasting module uses historical data to build forecasts, so the more historical data you provide, the better your forecasts will be.

- **Digital Budget Book:** Should provide budgeted and actual data for any fiscal year that you wish to present in your digital budget, typically 3-5 years.
- **ClearPlans:** If you intend to allocate budget to specific objectives, you should provide budgeted data for the fiscal year that you wish to present in your applicable plan.
- **Transparency:** Provide any budgeted and actual data for fiscal years that you wish to present within your Transparency profile. Generally, we recommend presenting at least 4 years of data to be able to show trend analysis over time, but we can upload as many years as you provide.

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Training and Support

ClearGov solutions are designed to be intuitive and easy-to-use. With that said, ClearGov's training materials and support channels are designed to ensure that you and your team can successfully launch, adopt and optimize the value you receive from the ClearGov platform. We will share how to accomplish tasks, key insights and best practices.



"The ClearGov client success team has been incredible — patient, understanding, and responsive — every step of the way."

Jodi Cuneo, CGA Town Accountant Walpole, MA

Training

For starters, we have developed comprehensive courses that provide you with step-by-step instructions on how to configure and use ClearGov. Your Implementation Manager will recommend and enroll you and your team in ClearGov Academy courses to help meet your goals. Courses are broken down into a variety of product-specific educational elements (e.g. videos, articles, quizzes) for easy consumption.

If needed, instructor-based training is available in workshop format. ClearGov Workshops are designed to answer your specific questions about how to use ClearGov's solutions to meet your specific needs. Therefore, it is highly recommended that you complete the ClearGov Academy courses prior to attending a ClearGov Workshop. ClearGov will provide a remotely-delivered, 30-minute Workshop for each product in your subscription. ClearGov Workshops may be attended by both Administrators/Editors and Department Heads/Contributors. All Workshops are recorded for future reference and to train new hires.

Support Center

All ClearGov users have access to a frequently updated online Support Center filled with hundreds of how-to articles, video tutorials and information sheets. The ClearGov Support Center is easy to navigate and has a robust search engine to quickly find help on a specific topic.

Client Success Manager

When the onboarding process is complete, the Implementation Manager will introduce you to your Client Success Manager. Your Client Success Manager is available by phone and email and will work with you to get the most out of ClearGov's platform. CSMs are generally available 9:00AM to 5:00PM, Monday through Friday (excluding holidays). Your CSM will inform you of their specific availability. Our CSMs are committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response.

ClearGov Support & Data Team

For questions on how to use ClearGov or to report a technical issue, you will be able to reach a Support Specialist via support@cleargov.com during business hours (Monday through Friday, 8:00AM to 6:00PM Eastern). Our Support Team is committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response.

For data updates, we ask that you send data files along with detailed instructions on what you'd like us to update to data@cleargov.com. Our standard lead time to complete an update is five business days. However, if you need an update completed sooner to meet a deadline, just let us know. Straightforward uploads or changes often are completed within one or two business days.

Product Enhancement Requests

We absolutely love hearing from Clients - especially when they have ideas that would make our products better. In fact, we meet weekly to go over all the feedback we've received to provide key input to our product roadmap. Many of the applications and features in ClearGov's solution are a direct result of client feedback. When you have a request for a product enhancement, please submit your idea(s) to support@cleargov.com or inform your CSM and they will bring it up at our weekly meeting. We prioritize product enhancements primarily based on the number of clients who are requesting similar functionality, so we can't guarantee that your ideas will go to the top of the list, but we promise that we'll always listen, and we work hard to make 100% of our customers happy.

(2) Technical & Security Overview

ClearGov Hosting Platform

The ClearGov platform is hosted by Amazon Web Services (AWS), the world leader in cloud computing as a service. Used by the Departments of Justice, Defense, and Homeland Security, AWS is one of only three vendors that have been granted government authorization to store highly sensitive federal data on its cloud-computing servers.

AWS handles systems, network architecture, and security, enabling ClearGov to focus on what it does best — developing world-class solutions for local governments. With ISO 27001 and FISMA-certified data centers, AWS has made platform security its highest priority in order to protect customers' critical information and applications.

Another key advantage of hosting on the AWS cloud is that it allows ClearGov to easily scale and innovate, while maintaining all security protections across the entire infrastructure.

How secure is ClearGov?

Hosting with AWS ensures that ClearGov maintains the highest security standards in the world:

- Web application firewalls control access to the underlying code
- AWS has built technologies to protect against distributed denial of service (DDoS) attacks to
 ensure network availability and application uptime.
- AWS's SQL Server RDS uses server-side encryption to protect sensitive data.

In addition to AWS's secure hosting environment, ClearGov has implemented a number of extra software security features:

- **Secure Socket Layer (SSL):** SSL establishes an encrypted link between AWS servers and the web browser to ensure that all data transfers remain private and integral.
- **SQL Injection Protection:** ClearGov has built protection against SQL injection attacks where hackers attempt to insert nefarious server requests into web forms.
- Access Rights: ClearGov has implemented strict permission settings based on roles, which limit access to specific data and application functions. This ensures that internal users are restricted from accessing sensitive data based on privileges assigned by your administrator.
- **Password Authentication:** ClearGov does not store passwords explicitly, but rather "hashes" (encrypts) them so they are not compromised.
- **Logging and Monitoring:** ClearGov employs monitoring features that quickly identify vulnerabilities and provide immediate alerts if action is required.

Where are ClearGov data centers located?

AWS replicates the ClearGov application and data across multiple data centers to ensure redundancy and availability. With this in mind, ClearGov is hosted at the AWS data centers in North Virginia, Ohio, Northern California, and Oregon.

What sort of disaster recovery plan is in place?

One of the reasons we selected AWS is because they provide state of the art disaster recovery. ClearGov databases are duplicated in real-time across multiple AWS servers, and the entire ClearGov platform is backed up on a daily basis across the AWS network. So, even in the event of a catastrophic system failure, 24 hours of data loss would be the maximum impact.

Is the ClearGov platform designed to scale to meet demand bursts?

Yes. One of the key factors behind selecting AWS as our hosting provider is their ability to scale rapidly. AWS has automated solutions in place that automatically scale ClearGov's platform for normal peaks and valleys in demand, and can be rapidly (and remotely) scaled to meet sustained demand increases.

Does ClearGov leverage AWS Virtual Private Cloud features?

Yes. ClearGov utilizes the AWS Virtual Private Cloud functionality, so that our platform is hosted on a logically isolated section of the AWS Cloud and not commingled with any third party applications.

How do I learn more about ClearGov's hosting solution?

You can learn more about AWS data centers and security measures via the following link:

https://aws.amazon.com/security/?hp=tile

Security FAQs

How is client data stored within the ClearGov platform?

All client data is stored in a single data repository with proper authentication and access control built into the system to ensure that users may only access the data applicable to their organization.

Is the ClearGov platform SOC 2 compliant?

Our hosting provider, AWS, is fully compliant with SOC 2 requirements, and ClearGov can provide a copy of the most recent AWS SOC 2 compliance/audit report upon request.

How often is the ClearGov platform reviewed for adherence to security standards?

ClearGov performs quarterly security reviews to ensure that processes are being followed and standards are being met.

How frequently is the ClearGov platform monitored?

The ClearGov platform is monitored continuously - 24 x 7 - for performance, security and auditing.

Service Level FAQs

What level of service availability does ClearGov support?

All ClearGov solutions are available on a 24/7 basis, and ClearGov is committed to 99.99% uptime. Given that we are a cloud-based solution product patches and upgrades are completed in real-time, without impact to system performance. On occasion, as necessary, larger upgrades that may require planned system downtime are announced in advance and completed over the weekend and/or after working hours.

What is your standard practice for security patch management?

ClearGov conducts ongoing audits of third party packages for vulnerabilities. Patches for critical vulnerabilities are released as soon as possible, otherwise patches are released as part of regular bi-weekly software releases.

How often does ClearGov schedule planned outages for system upgrades?

The ClearGov platform and applications are architected so that the system does not require downtime during regular maintenance, product upgrades or emergency patches. On occasion, as necessary, larger upgrades that may require planned system downtime are announced in advance and completed over the weekend and/or after working hours.



General Questions

Q: Do we need to dedicate resources for ClearGov implementation?

A: Ideally, we would like to have one point person on your end with whom we can coordinate logistics. We generally require no more than a few hours of that person's time for the entire setup/onboarding process. Typically, that same person is responsible for delivering regular data updates (usually quarterly), which requires only a few minutes of their time once per quarter. (See Project Management section for more details.)

Q: Does ClearGov provide training?

A: The ClearGov platform is designed to be simple and intuitive. With that said, ClearGov will
provide whatever training you and your team need during the kick-off process. And, the
ClearGov team is available for unlimited support and/or training on an ongoing basis. ClearGov
also provides video tutorials, online help, and other support materials as well. (See Training and
Support section for more details.)

Q: How much effort is required to import our data?

• A: In short, not much. All ClearGov Solutions are designed to be turnkey and ClearGov does all of the heavy lifting for you. See Onboarding section above for more details.

Q: Can ClearGov help us communicate our finances internally?

A: Absolutely. ClearGov is a powerful tool for not only communicating with residents, but also
internal stakeholders. ClearGov can act as a central reporting platform that offers clear and
easy-to-understand infographics that can be used for presentations and reports both internally
and externally.

Q: How will ClearGov store our data? Is it secure?

A: ClearGov utilizes a full suite of solutions from Amazon Web Services (AWS) to host and deliver the data for the ClearGov platform. We specifically selected AWS as our solutions provider because the AWS infrastructure puts strong safeguards in place to help secure and protect customer data. All data is stored in highly secure AWS data centers, and you can learn more about AWS security measures via the following link: https://aws.amazon.com/security/?hp=tile. See Security Overview section above for more details.

Q. Are there any accounting systems that are not compatible with ClearGov?

A: The short answer is "No" — we work with everybody. We're not actually doing a direct integration with your accounting system; we just need a simple report, and every accounting system we've ever met can easily produce that report. We've worked with enough of them now that we can probably tell you which report to print, and if it's a new one, we'll help you figure out which report is right.

Q: Does ClearGov provide a real-time integration with any eFinance or ERP systems?

• A: The short answer is...No...and this is by design. ClearGov takes a different approach when it comes to integrating your data onto our platform. In short...we do the work for you. You simply send us a report from your accounting system whenever you like, and we'll upload it - and there is never any additional charge for this.

• The reason we take this approach is that system integrations sound like a good idea on paper, but in reality...they are painful, expensive and extremely difficult to maintain. The key problem is that every time the software changes on either end of the integration, the connection breaks and requires significant effort to re-integrate. In fact, that's how our competitors make a lot of their money, because they charge professional service fees every time you ask them to re-establish the integration. Bottom line, the extra costs of supporting and maintaining a real-time integrated solution far outweigh the minimal incremental benefits of real-time data transfer.

Q: Does the ClearGov platform support single sign-on functionality?

• A: Yes. ClearGov supports single sign-on functionality using Microsoft Azure Active Directory. We are happy to support other single sign-on platforms/APIs as well. Please just let us know what you need.

Operational Budgeting Questions

Q: With ClearGov's benchmarking intelligence module, how do we know we are comparing "apples to apples"?

• A: ClearGov consolidates and normalizes the fiscal data for all of the municipalities within your state into a standardized national chart of accounts in order to enable a direct apples-to-apples comparison. ClearGov also enables you to select the filter criteria that are most important to the comparison you're trying to make. For example, if you're comparing snow removal costs, you want towns with similar road miles, whereas if you're comparing public safety costs, you'll likely use population and average household income as your filters.

Q: Can I export from ClearGov Operational Budgeting into my ERP system?

• A: Yes, once you've created your budget, you can choose any combination of data to export to Excel and then import this directly into your ERP system.

Capital Budgeting Questions

Q: Are requests from the prior year carried over when you create a new budget?

• A: Yes, previously submitted requests (multi-year, partially funded or unfunded) from the prior year will be carried over to the new capital planning process. Any prior year requests that you do not want to include can be removed from the plan after you've started.

Q: Can we import prior year's requests?

A: Yes, it is easy to import prior year's requests. Within ClearGov Capital Budgeting, you can
download a template based on your request type. You simply add your requests to the template
and upload them to ClearGov. Our Import tool has an easy 3-step guide to walk you through the
process.

Q: Can we export the final Capital Budget that we create?

A: Yes, you can export your Capital Budget to Excel or PDF. ClearGov's Capital Budgeting Report
Builder serves up a handful of pre-built, common reports to streamline your reporting process,
or you can create your own reports to export. Exported data can be uploaded to your ERP or
accounting system.

Personnel Budgeting Questions

Q: We have a lot of employees, can we upload their data in bulk?

• A: Yes, it is easy to bulk import employees into our system. ClearGov generates a template that you can download and use to set up a simple bulk import of employees and information.

Q: Can we export the final Personnel Budget that we create?

• A: Yes, once you've created your budget, you can choose any combination of data to export to Excel and then import this directly into your ERP/Accounting system.

Digital Budget Book Questions

Q: Since the product is template-driven, won't every ClearGov Digital Budget Book look the same?

• A: No. While every ClearGov Digital Budget Book starts with the same core template, it's highly and easily customizable, so the final product will always be different. You can add your own images, chart colors, and endless content to make it your own.

Q: Can you guarantee that we will win a GFOA award?

A: As we have designed and built the ClearGov Digital Budget Book, we have double-checked
the GFOA guidelines every step of the way. We have also actively reviewed the solution with
GFOA reviewers and members of the GFOA staff. With that said, we cannot guarantee that you
will win an award, in part, because the narrative content is still up to you. In other words, all of
the core components are included, but you still need to fill in the blanks in a way that meets
with GFOA approval.

Q: I understand the benefits of digital, but I still need to produce a printed version. How will that work?

• A: You're not alone. Old habits die hard and paper is still a must-have for many local governments. In addition to presenting your budget book online, the ClearGov Digital Budget Book Suite includes functionality that enables users to create a .PDF, which can then be printed to generate a hard-copy of your budget book. Also, the Print-to-PDF functionality enables you to print specific sections of your budget book and/or the entire book.



"I've enjoyed working with ClearGov. I really am impressed with how the products have been built. It's amazing that they know very well what we need. Not many do."

Will Fuentes, CPFO, MBA
Finance Director
Campbell, CA