



AMENDED AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday June 7, 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 Amended Agenda

Information Item:

- 1. Water system overview – Ms. Woodruff, City Engineer
- 2. Staff Recognition – Mayor Rule

Action Items:

- 1. Consent Agenda (items of routine administrative business)
 - a. Consider approving minutes for City Council May 17, 2023, Regular meeting.
 - b. Consider ratifying payroll for May 19, 2023, in the amount of \$141,330.82.
 - c. Consider ratifying payroll for June 2, 2023, in the amount of \$102,405.54.
 - d. Consider approving accounts payable through May 26, 2023, in the amount of \$352,981.82.
 - e. Consider approving application for firework stand for Phantom Fireworks Eastern Region LLC beginning June 26, 2023 through July 4, 2023. – Ms. Reynolds
 - f. Consider approving application for firework stand for Garden Ministries beginning June 26, 2023 through July 5, 2023. – Ms. Reynolds
- 2. Consider adopting Ordinance no. 677, an ordinance enacted by the Middleton City Council amending Title 7, Chapter 5, Section 7-5-1, Middleton City Code, pertaining to permit requirements for right of way excavations in City of Middleton right of way; providing for an effective date; providing for severability; and repealing all ordinances, resolutions, orders and parts thereof, in conflict herewith, and to approve the summary for publication as authorized by Idaho Code 50-901A. – Mr. Van Gilder
- 3. Consider authorizing the Mayor to execute the LHTAC/local agreement for the sidewalk construction along 9th street adjacent to Heights Elementary School to be funded through the 2023 Local Children Pedestrian Safety (CPS) program. – Mr. Van Gilder
- 4. Consider approval of a quote from Integrity Pump Solutions for the purchase of a spare pump for the Black Acres Sewer Lift Station in the amount of \$8,352.00. – Mr. Van Gilder
- 5. Consider authorizing the Mayor to execute an agreement with Precision Engineering in an amount not to exceed \$185,025.00 for the design of a traffic control signal at the intersection of SH44 and S. Cemetery Road including the additional connections to Cemetery Road from North and South Highland Drive necessitated by the installation of this signal. – Mr. Van Gilder

6. Consider entering into a contract with West Valley Humane Society for animals running at-large. – Mayor Rule
7. Consider paying an invoice in the amount of \$8,940.00 to West Valley Humane Society for uncontracted services from February 2022 through May 2023. – Mayor Rule

Budget Workshop:

- Ms. Miles – Treasurer

Public Comments:

Mayor, and Council Comments:

Adjourn:

Posted by: 
Jennica Reynolds, Deputy Clerk

Date: June 5, 2023, 4:00 p.m.

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

**MIDDLETON CITY COUNCIL
MAY 17, 2023**

The Middleton City Council Meeting was called to order on May 17, 2023, at 5:32 p.m. by Council Member Carrie Huggins.

Roll Call:

City Council: Council President Kiser was on the phone, Council Members Huggins and Murray were present and O'Meara entered the meeting at 5:36 p.m.

City Administrator Ms. Crofts, City Attorney Mr. Hilty, Public Works Director Mr. Van Gilder, Treasurer Ms. Miles and Deputy Clerk Ms. Reynolds were present.

Pledge of Allegiance, Invocation: Jennica Reynolds

Action Items

A. Approve Agenda

Motion: Motion by Council Member Murray to approve Agenda. Motion seconded by Council Member Huggins and approved unanimously.

Public Comments:

Mike Graefe: Doesn't like public comment at the beginning of the meeting.

Allen Tremble: Comment about Food Trucks per parcel.

Information Item:

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

Ms. Stewart gave an update on both information items. Discussion ensued. No action was taken.

Per Council Member Huggins, Michael Lyman was allowed to comment. He commented about Food Trucks during the discussion. He is concerned that the city is discouraging food trucks and thinks that eatery areas should be allowed.

Action Item:

1. **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.**

Council Member Huggins called items and Council President Kiser said he has gone through the accounts payable in the packet and asked Council if they had questions regarding the accounts payable. None

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

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**
- d. Jacksons Food Stores Extra Mile #177**
- e. Jacksons Food Stores #22**
- f. The Chapp Wine & Tap**

City Administrator Ms. Crofts said we have complete applications from the following and asked that the Beer and Wine Licenses be approved for:

- a. Tsai's Kitchen
- b. The Vault 21 Club
- c. Jacksons Food Stores Extra Mile #177
- d. Jacksons Food Stores #22
- e. The Chapp Wine & Tap

Motion: Motion by Council Member Huggins to approve City Beer and Wine Licenses to the following businesses: Tsai's Kitchen, The Vault 21 Club, Jacksons Food Stores Extra Mile #177, Jacksons Food Stores #22, The Chapp Wine & Tap. Motion seconded by Council Member O'Meara and approved unanimously.

3. 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. 208 Burger Q**
- b. Jacksons Food Stores Extra Mile #177**
- c. Jacksons Food Stores #22**
- d. Casa Mexico**
- e. The Chapp Wine & Tap**
- f. Garbonzo's Pizza**
- g. Ridley's Family Market**
- h. Family Dollar**

City Administrator Ms. Crofts explained there is not another City Council meeting between now and when the current licenses expire so she is requesting that she as the City Clerk be authorized to approve the Beer and Wine Licenses to the following businesses once complete applications are received prior to May 31, 2023.

- a. 208 Burger Q**
- b. Casa Mexico**
- c. Garbonzo's Pizza**
- d. Ridley's Family Market**
- e. Family Dollar**

Motion: Motion by Council Member Huggins to authorize the City Clerk to approve Beer and Wine Licenses to the following businesses once complete applications are received prior to May 31, 2023: 208 Burger Q, Casa Mexico, Garbonzo's Pizza, Ridley's Family Market, Family Dollar. Motion seconded by Council Member O'Meara and approved unanimously.

4. 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

Council Member Huggins called the item and Public Works Director Mr. Van Gilder explained the change order.

Motion: Motion by Council Member Huggins to approve 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. Motion seconded by Council Member O'Meara and approved unanimously.

5. 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

Council Member Huggins called the item and Public Works Director Mr. Van Gilder explained the task order.

Motion: Motion by Council Member Huggins authorize 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. Motion seconded by Council Member O'Meara and approved unanimously.

6. 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

Council Member Huggins called the item and City Administrator explained the license agreement. Council Member O'Meara recused himself from voting.

Motion: Motion by Council Member Huggins 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. Motion seconded by Council President Kiser and approved unanimously by Roll Call. Kiser – Yes, Huggins – Yes, Murray – Yes, O'Meara recused himself.

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

Council Member Huggins called the item and City Treasurer, Ms. Miles explained the purchase contract for the budgeting software from ClearGov. Discussion ensued and Ms. Miles also shared a brief video of the software.

Motion: Motion by Council Member Huggins to approve purchasing 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. Motion seconded by Council Member O'Meara and approved unanimously.

Council Member Huggins called for a brief recess at 6:44 p.m. and the meeting resumed at 6:47 p.m.

Budget Workshop:

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

Discussion about the budget.

Mayor and Council Comments:

No Comments

Adjourn: Council Member Huggins adjourned the meeting at 8:27 p.m.

ATTEST:

Rob Kiser, Council President

Jennica Reynolds, Deputy Clerk
Minutes Approved: June 7, 2023



CITY OF MIDDLETON

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

ADMINISTRATION

NON-AERIAL FIREWORKS APPLICATION

REV. 03/19

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

Permit fee: \$50.00 for Non-Aerial Vendors Permit.
\$300.00 deposit, bond or letter of credit for prompt removal of structure and cleanup of debris.

Insurance: Bond or Certificate of insurance is required and must be filed with the City prior to the issuance of permit.
Bond or valid certificate of public liability and property-casualty insurance providing coverage of at least one hundred thousand dollars (\$100,000.00) for personal injury and property damage required.

I. General Information:

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

Joe Witter, Regional Manager 801-825-6101 PO Box 160421 Clearfield, UT 84106
Cell - 801-946-5313

Name and Address of Business applicant is representing:

Phantom Fireworks Eastern Region, LLC PO Box 160421 Clearfield, UT 84016

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

Ridley's Family Market 275 E 300 N 430 E Main St. Middleton, ID 83644

Applicant/Business Idaho State Sales Tax Permit number:

Date(s) of sale of fireworks: Jun-26-2023 to Jul-04-2023

APPLICANT / BUSINESS REPRESENTATIVE

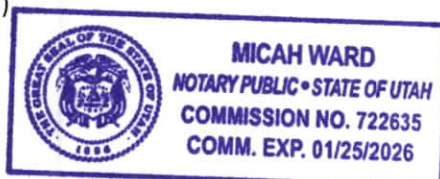

Signature

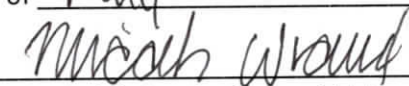
Date: 5/15/2023

Joe Witter Regional Manager
Print name / Business Name and Representative Title

Subscribed and sworn before me this 15 day of May, 2023,

Joe Witter.
(Seal)




Notary Public for the State of Idaho - Utah

Residing at: Davis County

Commission expires: 01/25/2026

State of Utah, County of Davis



CITY OF MIDDLETON

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

ADMINISTRATION

NON-AERIAL FIREWORKS APPLICATION

REV. 03/19

OFFICE USE ONLY

Application Received: 5-23-2023

Fee Received: 50.00 Rec. 1.247259

Deposit Received: 300.00

Insurance Certificate Received: ✓

Application Approved by City Council: _____

Application Denied: _____

FIRE INSPECTION:

Date: _____ By: _____

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

City Clerk

Notes: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com FAX (A/C, No): 216-658-7101														
INSURED Phantom Fireworks Eastern Region, LLC 2445 Belmont Avenue Youngstown OH 44505	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER B : Axis Surplus Ins Company</td><td>26620</td></tr><tr><td>INSURER C : Arch Speciality Ins Co</td><td>21199</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Axis Surplus Ins Company	26620	INSURER C : Arch Speciality Ins Co	21199	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1365937479

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Non-Owned Stand End't Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y		SIBGL00643-221	10/30/2022	10/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		UXP0057739-08	10/30/2022	10/30/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability #2	Y		P-001-000046155-05	10/30/2022	10/30/2023	Each Occ/Aggregate Total Limits \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

The Certificate relates to the operations of Phantom Fireworks Eastern Region LLC

Tent Location: Ridley's Family Market 430 E Main, Middleton, ID 83644

Dates of Operation: 06/15 - 07/15

Additional insured: City of Middleton, ID and all of their officers, directors, employees, agents, representatives, contractors, and subcontractors

CERTIFICATE HOLDER**CANCELLATION**

Ridley's Family Markets, Inc.
621 Washington Street S
Twin Falls ID 83301-5519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Receipt No: 1.247259 May 26, 2023

PHANTOM ADMINISTRATIVE LLC

Previous Balance:	.00
GENERAL FUND	
MISCELLNEOUS	50.00
REVENUES/FIRE WORKS	
PERMIT/PHANTOM	
ADMINISTRATIVE LLC	

Total:	50.00
	=====
Sunwest Checks	
Check No: 636849	50.00
Total Applied:	50.00

Change Tendered:	.00
	=====

05/26/2023 3:25 PM

MIDDLETON RURAL FIRE DISTRICT



STAR FIRE PROTECTION DISTRICT

June 2, 2023

City of Middleton
Attn: City Clerk
PO Box 487
Middleton, ID 83644

RE: Temporary Non-Areal Fireworks Stand Application
Fire District Permit # 23MS-124

To Whom It May Concern:

The Star Fire Protection District has reviewed the application received on May 25, 2023 for a Temporary Non-Areal Fireworks Stand submitted by Phantom Fireworks. The temporary stand will be in the parking lot of Ridley's Family Market 480 E. Main St., Middleton, ID 83644.

Documents	Notes
Bond/Certificate of Insurance	Reviewed by V. Islas
Site Map	Reviewed by V. Islas
Product List	Reviewed by V. Islas
Property Utilization Agreement	Reviewed by V. Islas
Fire District Fee	Balance due \$50.00

Based on our review it is our recommendation that the application be approved with the following conditions:

1. Fire District Fees must be paid in full.
2. Temporary Stand shall pass a Fire Life Safety Inspection before products are sold.
 - i. A copy of the official permit will be provided after the site inspection is completed.

If you have any questions or would like to discuss this letter in detail, please feel free to contact my office.

Sincerely,

Victor Islas
Deputy Chief



CITY OF MIDDLETON

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



ADMINISTRATION

FIREWORKS APPLICATION

REV. 08/17

For retail sale of 1.4G Fireworks or Consumer Fireworks (Class C) at temporary fireworks stands within the City of Middleton. Middleton City Code 9-2 and 1-3-1 Fireworks.

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

I. General Information:

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

Gladys Maples, 208-571-3050, 416 Cottonwood Street, Caldwell, ID 83605

Name and Address of Business applicant is representing:

Garden ministries, 946 Bethel Ave Sanger, 93657, 559-859-3534

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

2 West Main Street, Middleton Idaho 83644

Applicant/Business Idaho State Sales Tax Permit number:

ref # 1-693-716-608

Date(s) of sale of fireworks: June 26th - July 5th

APPLICANT / BUSINESS REPRESENTATIVE

Signature:

Date: 5/30/23

Print name / Business Name and Representative Title: Gladys Maples / Garden Ministries

Subscribed and sworn before me this 30th day of May, 2023.



Notary Public for the State of Idaho
Residing at: Middleton
Commission expires: 2-6-29
State of Idaho Canyon County



CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644

208-585-3133

WWW.MIDDLETONIDAHO.US

ADMINISTRATION

NON-AERIAL FIREWORKS APPLICATION

REV. 04/2022

Commission expires: _____

OFFICE USE ONLY

Application Received: 5-30-2023

Fee Received: 50⁰⁰ XBP 145770239

Deposit Received: 300⁰⁰ CK 233

Insurance Certificate Received: 5-30-2023

Application Approved by City Council: _____

Application Denied: _____

FIRE INSPECTION:

Date: _____ By: _____

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

City Clerk

Notes: _____



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

XBP Confirmation Number: **145770239**

▶ Transaction detail for payment to City of Middleton.		Date: 05/30/2023 - 3:00:42 PM MT	
Transaction Number: 198705600 Visa — XXXX-XXXX-XXXX-5199 Status: Successful			
Account #	Item	Quantity	Item Amount
fireworks permit	Miscellaneous	1	\$50.00
Notes: Garden Ministries June 26-July 5, 2023			

TOTAL: **\$50.00**

▶ Transaction detail for payment to City of Middleton.		Date: 05/30/2023 - 3:00:44 PM MT	
Transaction Number: 198705602 Visa — XXXX-XXXX-XXXX-5199 Status: Successful			
Account #	Item	Quantity	Item Amount
	Service Fee	1	\$1.50
Notes: Garden Ministries June 26-July 5, 2023			

TOTAL: **\$1.50**

Billing Information
GLADYS MAPLES
, 83605
amaplesdozen@gmail.com

Transaction taken by: Admin jreynolds



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Company)
509 W Koenig St
Grand Island NE 68801

CONTACT
NAME: Kristy Wolfe
PHONE (A/C, No, Ext): 308-382-2330 FAX (A/C, No): 308-382-7109
E-MAIL: Kwolfe@ryderinsurance.com
ADDRESS: Kwole@ryderinsurance.com

INSURED
Discount Fireworks Superstore Inc
946 Bethel Ave
Sanger CA 93657

INSURER(S) AFFORDING COVERAGE
INSURER A: SCOTTSDALE INS CO **NAIC #** 41297
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 431272884**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CPS4042818	3/30/2023	3/30/2024	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Property Owner: ALLEN TREMBLE
Stand Operator: GLADYS MAPLES
Stand Location: 2 WEST MAIN STREET MIDDLETON IDAHO 83644
Operating Dates: June 15, 20223, thru July 15, 2023

CERTIFICATE HOLDER

ALLEN TREMBLE
2 WEST MAIN STREET
MIDDLETON ID 83644
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

IDAHO TEMPORARY SELLER'S PERMIT**PLEASE HAVE PERMIT AVAILABLE FOR INSPECTION AT LOCATION**

MAXIMUM 3 TEMPORARY SELLER'S PERMITS PER YEAR

Date issued:	Valid from:	Valid through:	Tax due by:
May 30, 2023	Jun 26, 2023	Jul 05, 2023	Jul 20, 2023

Seller Information

GLADYS MAPLES

Full Name	Business Name		
416 COTTONWOOD ST	CALDWELL		
Street	Unit Type	Unit	City
	ID		83605-0000
Street 2	State	Zip	
amaplesdozen@gmail.com	(208) 571-3050		
Email	Phone		

Fireworks stand

Product/Service Description

Event Information

	1779171328	Jun 26, 2023	Jul 05, 2023
Event Name	Event ID	Start Date	End Date
2 WEST MAIN STREET	LOT		MIDDLETON
Street	Unit Type	Unit	City
	ID		83644-0000
Street 2	State	Zip	

After the event, complete the following section, make a copy for your own records, and mail this permit with payment to:

Idaho State Tax Commission
PO Box 36
Boise, ID 83722-0410

Use Taxpayer Access Point (TAP) to file and pay for free.
TAP is a convenient, secure way to file, pay, and maintain your account online.
To access your account or to set up an account, visit idahotap.gentax.com.

Sales Tax Report

1. Total Taxable Sales	\$	
2. Idaho Sales Tax Rate	6%	
3. Idaho Sales Tax Due	\$	(line 1 times line 2)
4. Sales Tax Paid on Resale Merchandise	\$	(attach copies of all receipts showing tax paid)
5. Amount Paid	\$	(line 3 minus line 4)

I certify that to the best of my knowledge I have collected 6% on all sales of tangible personal property, meals, drinks, and admissions, as provided by the Idaho Sales Tax Act, and have paid all such taxes collected to the Idaho State Tax Commission.

Signature	SSN, EIN, or ITIN	Date
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MIDDLETON RURAL FIRE DISTRICT



STAR FIRE PROTECTION DISTRICT

May 25, 2023

City of Middleton
Attn: City Clerk
PO Box 487
Middleton, ID 83644

RE: Temporary Non-Areal Fireworks Stand Application
Fire District Permit # 23MS-122

To Whom It May Concern:

The Star Fire Protection District has reviewed the application received on May 24, 2023 for a Temporary Non-Areal Fireworks Stand submitted by Garden Ministries. The temporary stand will be in the parking lot of 2 W. Main St., Middleton, ID.

Documents	Notes
Bond/Certificate of Insurance	Reviewed by V. Islas
Site Map	Reviewed by V. Islas
Product List	Reviewed by V. Islas
Property Utilization Agreement	Reviewed by V. Islas
Fire District Fee	Paid – AccessID 57814060

Based on our review it is our recommendation that the application be approved with the following conditions:

1. Temporary Stand shall pass a Fire Life Safety Inspection before products are sold.
 - i. A copy of the official permit will be provided after the site inspection is completed.

If you have any questions or would like to discuss this letter in detail, please feel free to contact my office.

Sincerely,

Victor Islas
Deputy Chief



Discount Fireworks Superstore

946 Bethel Ave Sanger, Ca. 93657

Fireworks Sales Lease Agreement for the 2023 Season

We will allow GARDEN MINISTRIES to use
the land at the following location for the sale of fireworks, from:
JUNE 26, 2023, THRU JULY 6, 2023

Property Address: 2 WEST MAIN STREET MIDDLETON,
IDAHO 83644

Leaser: 2WEST
MAIN LLC

Leaser's Mailing Address: _____

Contact: ALLEN TREMBLE Phone: _____

Email: allentremble1@gmail.com Cell: 208-880-
0854

Lease Rent Amount: \$ 50 (power) = Fireworks: \$
500

Discount Fireworks Superstore will carry one million/two million dollars of insurance for the site during the specified dates and will supply a certificate of insurance to the property owner.

The display tent will be removed completely at the end of the lease. All costs associated with the lease of the property for damage or debris removal will be the sole responsibility of **Discount Fireworks Superstore** and its Non-Profit.

USE OF THE LEASED PREMISES. The Leased premises shall be used as a Temporary Fireworks Stand and shall be used for no unlawful purpose. Tenants must obtain the appropriate government-issued permit prior to operating on the Leased premises. This Lease is void if Tenant's required permit is denied by the permit-issuing government agency and all deposits and rents paid shall be returned no later than ten (10)

days after delivery of written proof of denial of permit to the
Landlord.

*Lessee if given the option to renew this lease If Lessor and
Lessee can come up with a mutual agreement in 2024. If there is
any trash left by DFS Operators, please let us know so we can
get it taken care of for you ASAP.

Property Owner

Signature:



2 West Main LLC
Allen Tremble

DFS signature: __



Date: 5/24/23

Date: _____

ORDINANCE NO. 677

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 7, CHAPTER 5, SETION 7-5-1, MIDDLETON CITY CODE, PERTAINING TO PERMIT REQUIREMENTS FOR RIGHT OF WAY EXCAVATIONS IN THE CITY OF MIDDLETON RIGHT OF WAY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

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

Section 1. That Title 7, Chapter 5, Section 7-5-1 of the Middleton City Code is hereby amended, as follows:

7-5-1: PERMIT REQUIRED:

It shall be unlawful for any individual or entity ~~person~~ to excavate or perform infrastructure or utility work within public easements and rights of way within the ~~e~~City, without complying with the following requirements: first having secured a permit.

- A. A permit application shall be filed with the ~~e~~City on a form approved by the ~~city and~~ accompanied by a fee, established by the ~~city council~~. No excavation, work, or on-site preparation therefore shall commence until and unless said permit application is approved and a permit is issued by the City.
- B. The permit application fee shall accompany said application. Said application fee shall be in an amount as approved by resolution of the City Council, and may be adjusted from time to time, at the discretion of the City Council.
- C. The City shall require a refundable deposit to accompany the permit application to offset any damage to the right of way that may be caused by the individual or entity performing such work, and/or their subcontractors and employees. The City shall hold said deposit, upon which no interest shall accrue, until the work in the right of way is completed and inspected by the City. Said deposit shall be in an amount as approved by resolution of the City Council, and may be adjusted from time to time, at the discretion of the City Council. In the event damage caused to the right of way exceeds said deposit, the applicant shall be responsible for the additional costs associated with repairing the same. Any unused amount of the deposit shall be returned to the individual or entity upon completion of the work and final inspection by the City. Inspection by the City shall not relieve the individual or entity of responsibility for any damage done to the right of way, whether it is discovered before or after said final inspection.
- D. The applicant shall provide proof of general commercial liability insurance, covering the activities contemplated to be undertaken in the right of way, in the amount of at least \$500,000 Personal Injury and \$1,000,000 General Aggregate. In more sensitive locations,

higher limits may be requested by the Public Works Director. Said insurance policies shall name the City as an additional insured.

- E. The applicant shall provide a traffic control plan that is compliant with requirements of the Idaho Standards for Public Works Construction (ISPWC) and the Middleton Supplement to the ISPWC.
- F. All projects utilizing directional drilling techniques within public right of way shall provide to the City a post-construction video inspection of sewer mains and laterals within the construction area documenting that the sewer system was not damaged by construction activities.

The City's Public Works Director may adopt additional requirements by incorporating the same into the City's application document which are reasonably related to protecting the persons and property of the City and the Public.

The requirements contained in B through G above may be waived, at the sole discretion of the Public Works Director of the City of Middleton, if, in his or her reasonably judgment, compliance therewith is unnecessary or overly burdensome under the circumstances.

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this 7th day of June, 2023.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this 7th day of June, 2023.

ATTEST:

Steve Rule, Mayor

City Clerk (or Deputy)

LHTAC/LOCAL AGREEMENT
2023 LOCAL CHILDREN PEDESTRIAN SAFETY (CPS) PROGRAM
SIDEWALK CONSTRUCTION 9TH STREET/HEIGHTS ELEMENTARY SCHOOL, CITY
OF MIDDLETON
CPS#2023-74

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and **City of Middleton**, acting by and through its Board or Council (Sponsor).

PURPOSE

LHTAC is administering the Children Pedestrian Safety (CPS) Program on behalf of both LHTAC and the Idaho Transportation Department (ITD) with state funds obligated from the Idaho Legislature. This program is intended to serve the cities, counties and highway districts. The Sponsor has requested to receive a grant award to complete construction of its sidewalk/pathway project. The purpose of this Agreement is to set out the terms and conditions to accomplish this Project.

Authority for this Agreement is established by Senate Bill 1206 and House Bill 334 of the 2017 legislative session.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary for Sponsor to construct the project as part of this Agreement.
2. State participation in the project is in the form of a grant for the amount of \$165,000. No match is required. Scheduled funding for this project is listed in the approved CPS Program rankings, and subsequent revisions.
3. If the project is terminated prior to completion, Sponsor shall repay to LHTAC all state funds received for the project.
4. The Sponsor acknowledges that eligible uses of funds are material purchases and hiring a contractor to perform work. Ineligible uses of funds include reimbursement of sponsor for agency work or salary cost including but not limited to design, construction or inspection related activities. Other ineligible uses of funds include engineering fees of any kind, equipment fees, project costs prior to agreement execution, project match,

education and outreach.

5. Sufficient Appropriation. It is understood and agreed that LHTAC is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate LHTAC beyond the term of any particular appropriation of funds by the State.

SECTION II. LHTAC shall:

1. Provide the following services incidental to Project development:
 - a. Provide support to the Sponsor on project bidding, procurement processes, general questions, and other technical assistance.
 - b. Provide approved funding to Sponsor upon receipt of agreement.
 - a. Complete final acceptance of each Project based on Sponsor documentation and physical observation.
2. Maintain all application and award records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
3. Bill Sponsor for any state funds to be repaid by Sponsor if Project is terminated prior to completion.
4. Cancel the Agreement should Sponsor not be able to provide an acceptable mid project update by **October 13, 2023** and request Sponsor to return the funds, unless a written extension has been granted by LHTAC.

SECTION III. Sponsor shall:

1. Sponsor warrants that it will repay any state funds on this project if Project is terminated prior to completion. The Sponsor also warrants that it will repay all state funds if an acceptable mid project update is not provided to LHTAC by **October 13, 2023** unless an extension has been granted by LHTAC.
2. Provide LHTAC with a mid-project report by **October 13, 2023**.
3. Provide LHTAC with before and after pictures upon completion of the project.

4. Bid and award the project following state procurement rules if applicable.
5. Complete Project and provide Project Closeout Form and financial records to LHTAC by **January 19, 2024**.
6. Comply with all other applicable Federal and State statutes and regulations.
7. Sponsor agrees that failure to deliver any of the specified items listed above may result in the program award being rescinded.
8. Any excess funds that cannot be used on eligible expenses shall be returned to LHTAC for the CPS Program.

EXECUTION

This Agreement is executed for LHTAC by its Administrator, and executed for Sponsor by its duly appointed representative, attested to by its Clerk.

LHTAC

Administrator

ATTEST:

City of Middleton

Clerk

Representative

4420 Capital St, Suite B
Caldwell, ID 83605
Phone: 208-649-8333



May 25, 2023

Middleton, ID 83644

Middleton, ID 83644

[illegible]

The above order is subject to Integrity Pump Solutions' standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

Total

\$8,352.00

By Signing below, I accept this offering:

Signature

Accepted by (Name)

Date

Title

Thanks,

Ashley Wilks

Sales Manager

Integrity Pump Solutions



I: FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by Integrity Pump Solutions, inc.(referred to as "Integrity" from here on), comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by Integrity (see "Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of Integrity's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that Integrity communicates to Purchaser via Integrity's acknowledgement, in writing. Integrity's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on Integrity, whether or not they would materially alter the Agreement, and Integrity Pump Solutions, inc.. hereby objects to and rejects the same unless such terms and conditions are delivered to Integrity prior to Quotation and referenced in the Quotation.

Pricing does not include taxes, FOB point of manufacture with freight prepay and add. Pricing does not include any State, Sales, Use and/or other taxes as may be applicable to this project.

II: ESCALATION: The prices as quoted will be held firm through the quoted delivery period provided Integrity has received a written, technically complete, commercially acceptable purchase order from our customer and all the submittal data has been returned approved to Integrity within the 60 days from the date submitted and the equipment has been released to manufacture.

III: TERMS AND CONDITIONS: This proposal is valid for acceptance through fourteen (14) days from referenced bid date and is subject to the attached Integrity terms and conditions. If there are any differences between the Integrity terms and any part of the bid specifications, then the Integrity terms shall apply and take precedence. Integrity will not be responsible for any form of back charges or liquidated damages or any form for the above referenced project. Integrity will be willing to negotiate final terms and conditions with the awarded contractor after the bid date. Contractor will be liable for fees associated with Submittals if contract is terminated prior to release or delivery of equipment to the job site.

IV: WARRANTY: The Manufacturers standard warranty as per the attached terms and conditions shall apply to this proposal. Any form of push/pull charges associated with project due to warranty is not part of Integrity's Scope of Supply. Repairs come with a standard 90 day warranty, from ship date.

V: TERMS OF PAYMENT: Integrity's standard payment terms are net thirty (30) days from invoice date. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If Integrity Pump Solutions, inc. chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

INTEGRITY PUMP SOLUTIONS, INC. TERMS & CONDITIONS

1. General: These Purchase Terms and Conditions form a part defined or referenced as the Agreement. In case of conflicts and discrepancies between the Agreement and any other document, the parties' intent shall be inferred from the Agreement document read as a whole and the most strict and stringent clause or requirement of any part of the Agreement shall control, unless specifically stated otherwise. The Agreement reference will supersede all related documents, including but not limited to, invoices, packing slips, delivery receipts, and correspondence.

2. Acceptance: BUYER shall be bound by this Agreement when it commences any performance hereunder. This Agreement expressly limits acceptance to the terms and conditions stated herein, including any and all attachments, exhibits, or other documents referenced. SELLER's conditions shall be deemed accepted in their entirety by commencement of any work hereunder or upon failure to notify SELLER in writing of exceptions within five (5) business days from date of issuance of this Agreement, whichever occurs first.

3. Termination for Convenience of BUYER. BUYER retains the right to suspend or terminate this Agreement or any part thereof for its sole convenience. In the event of such termination, SELLER shall immediately stop all work hereunder, and shall immediately cause its suppliers or subcontractors to cease such work. BUYER will be responsible for reasonable termination charge consisting of a percentage of the Agreement price reflecting the percentage of the work properly delivered prior to the notice of termination plus actual direct costs resulting from termination, including cancellation charges directly associated with costs for items that are in production at time of cancellation. SELLER shall not be paid for any work done after receipt of the notice of termination which SELLER could reasonably have avoided, nor for any costs incurred by SELLER's suppliers or subcontractors which SELLER could reasonably have avoided.

4. Termination for Cause: BUYER may also terminate this Agreement or any part hereof for cause in the event of any default by the SELLER or if the SELLER fails to comply with any of the terms and conditions of this Agreement. Late deliveries, delivery of goods which are defective or which do not conform to this Agreement, and failure to provide BUYER upon request of reasonable assurance of future performance shall all be causes allowing BUYER to terminate this Agreement for cause. In the event of termination for cause, BUYER shall not be liable to SELLER for any amount and SELLER shall be liable to BUYER for any and all damages sustained by reason of the termination.

- 5. Proprietary Information, Confidentiality, and Advertising:** BUYER shall consider all information furnished by SELLER to be confidential and shall not disclose any such information for any purpose other than performing this Agreement, unless BUYER obtains written permission from SELLER to do so. This restriction shall apply, but not be limited to, articles, drawings, specification, or other documents prepared by SELLER for BUYER in connection with this Agreement. SELLER shall not advertise or publish the fact that BUYER has contracted to purchase goods or services from SELLER, nor shall any information relating to the Agreement be disclosed without BUYER's written permission. Unless otherwise agreed in writing, commercial, financial or technical information disclosed in any manner or at any time by SELLER to BUYER shall be deemed secret or confidential.
- 6. Costs Included in Price:** Unless otherwise specified, the price stated on this Agreement includes all charges and expenses of SELLER, including but not limited to packing, boxing, cartage, and any and all applicable taxes of federal, state, local government including, but not limited to, duty, excise tax, sales and use tax, occupational tax, processing tax, and manufacturing tax. SELLER agrees to accept in lieu of any tax that may be included in this Agreement, a tax exemption certificate or other evidence acceptable to the federal, state or local government and to reduce the price stated herein by the amount of such exempt tax.
- 7. Liens or Claims:** The SELLER has the right to file a lien on the Project, then to the extent of any payments made. SELLER agrees as part of this Agreement, and for the consideration herein set forth, that SELLER will execute a general release waiving, upon receipt of final payment by SELLER, all claims, except those claims previously made in writing to BUYER and remaining unsettled at the time of final payment.
- 8. Affirmative Action:** SELLER warrants that the goods and/or services covered by this Agreement will be produced in compliance with the requirements of applicable labor and employment laws, regulations, and orders.
- 9. Remedies:** Each of the rights and remedies reserved by SELLER in this Agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this Agreement.
- 11. Setoff:** No claims for money due or to become due from BUYER shall be subject to deduction or set off by the BUYER by reason of any claim arising out of this or any other transaction without the prior approval of the SELLER.
- 12. Shipment:** Delivery charges are the responsibility of the BUYER. All freight will be shipped FOB Shipping point unless alternative agreements are assigned.
- 13. Delivery:** Time is an important consideration of this Agreement. Deliveries of goods and/or rendering of services are to be made both in quantities and at terms specified on the face hereof, or upon release schedules furnished against this Agreement.
- 14. Title, Risk of Loss and Storage:** Unless otherwise stated in this Agreement, title to the goods shall pass from SELLER to BUYER and/or Owner upon shipment and initial receipt of the goods by carrier. BUYER shall be responsible for loss or damage to work in transit and all goods to be furnished hereunder BUYER will be responsible for required storage of all goods if specified.
- 15. Applicable Law:** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of IDAHO.
- 16. Compliance with Laws:** In accepting this Agreement SELLER warrants that it has and will continue during the performance of this Agreement to comply with the applicable provisions of all federal, state and local laws and regulations including, but not limited to:
- Fair Labor Standards Act of 1938, as amended.
 - The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended and implementing rules and regulations (41 CFR) which are incorporated herein by reference, unless this Agreement is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O..
 - The Affirmative Action for Handicapped Workers Clause in (41 CFR, Part 60, Sub Section 741.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US \$2,500.
 - The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause (41 CFR, Part 60, Sub section 250.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$10,000.
- 17. Notice:** All notices required to be given hereunder shall be deemed to be duly given by person delivering such notice or by mailing it, via reregistered or certified mail as follows. Notice to SELLER shall be at the address recorded on the face of this Agreement. Notice to BUYER shall be to the address appearing on the face of the Purchase Document.
- 18. Savings:** If any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said law.
- 19. Entire Agreement:** This Agreement, including as applicable SELLER's proposal to the BUYER, constitutes the entire agreement between SELLER and BUYER and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. Any additional or different terms in SELLER's terms or proposal are hereby expressly rejected.
- 20. INSURANCE AND CLAIMS.** If SELLER or its employees or agents come into Contractor's premises or Project in connection with this Agreement, SELLER agrees to carry (I) Commercial General Liability Insurance covering personal injuries (including death), both in commercially reasonable amounts. SELLER further agrees to provide and maintain Workers' Compensation, Insurance in conformity with the laws of the state in which such premises or Project is located and Employer's Liability Insurance.
- 21. DISPUTE RESOLUTION.** Promptly after identification of a "claim" (a demand for monetary compensation or damages or time extension, arising from or relating to the Project), BUYER and SELLERS designated representatives shall meet and attempt to reach agreement upon a reasonable, compromise resolution of the claim. If any claim not involving the Owner remains unresolved after this attempt, BUYER & SELLER agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator within one hundred twenty (120) calendar days after the meeting of the parties' representatives, unless the parties both agree upon a longer period of time. The parties mutually agree that the resolution of the Arbitration will be fully binding. The parties shall share equally the mediator's fee for the mediation.
- 22. MUTUAL INDEMNIFICATION.** Each Party shall defend, indemnify, and hold harmless the other Party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of Third Parties, and all associated losses or damages, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

23. EXCLUSION OF CONSEQUENTIAL DAMAGES. In no event shall Integrity be liable for any punitive, exemplary or other special damages, or for any indirect, incidental or consequential damages (including for lost profits, work stoppages or lost business opportunity) arising under or in relation to this Agreement, whether arising under breach of contract, tort or any other legal theory, and regardless of whether the Company has been advised of, knew of, or should have known of the possibility of such damages.

May 25, 2023

Jason Van Gilder, P.E.
Public Works Director
City of Middleton (COM)
1103 West Main Street
Middleton Idaho, ID 83644

Subject: Cemetery Road and SH44 (Main St) Traffic Signal Scope of Work, Budget & Schedule

Dear Mr. Van Gilder,

Please find below our Scope of Work and fee proposal for our professional services. Thank you for the opportunity and we look forward to working with you and COM on this project. Please review this information and contact our office with any questions.

PROJECT UNDERSTANDING

The purpose of this project is to install a fully actuated traffic signal at the intersection of Cemetery Road and SH44. This will also include restricting Highland Drive to right-in, right-out on both the north and south sides of SH44. To accommodate the left turning traffic from Highland Drive on the north leg the cul-de-sac will be removed, and Highland Drive will be extended to intersect with Cemetery Road. South of SH44 a new road (approximately 200-ft) will be constructed to connect Highland Drive to Cemetery Road. The new segment will be constructed within the existing City of Middleton ROW located approximately 650-ft south of SH44 within the Highlands Subdivision.

The project will consist of a Concept review which will approve the proposed improvements before proceeding to final design. For the purpose of this scope of work, we assume that the improvements consist of the following:

- Install a fully-actuated traffic signal with intersection lighting on the signal poles. Design the traffic signal with radar detection to ITD Standards.
- The signal will accommodate for Accessible Pedestrian Signal (APS) push buttons, with a minimum 10' pole separation per MUTCD and ADA.
- Construct new ADA compliant pedestrian ramps as needed on all four corners of the intersection of Cemetery Rd and SH44.
- Construct two new T – intersections on Cemetery Rd, one north and one south of SH44, it is assumed Highland Dr will be stop controlled at both locations.
- It is assumed the left turn restriction to and from Highlands Drive will be accomplished with median and/or curbing on SH44. The Highland Drive intersection (north and south) will be retained in the current configuration.
- Install new pavement markings and signing as necessary for the proposed improvements.
- The existing storm drain and irrigation systems will be retained and protected on SH44. It is assumed that additional drainage improvement will be required at the new the Highland Dr intersections.
- Precision will coordinate with utilities in conjunction with COM for the relocation of utilities as needed.
- Improvements to the intersection of SH44 and Cemetery Rd are limited to a traffic signal sidewalk repair, minor asphalt repair, sprinkler, and landscape repair as necessary to install junction boxes, conduit, and signal poles on SH44. This scope of work assumes the existing intersection

configuration will be retained, no additional lanes or storage length will be required. In the event this changes as the design progresses, it will be completed as a supplemental.

- It is assumed all improvements will be completed within the existing Right-of-Way, work to complete additional ROW would be completed as a supplemental.

The project development consists of the following:

- Precision will prepare the plans, specifications and estimates to ITD Standards and supplementals; Precision will attend the Concept and Final Design Review Meetings; Precision will summarize the review comments and address them as necessary.
- It is assumed the COM will request and pay for any necessary title commitments as needed to determine the existing ROW, assume 5 or 7.
- No Public Information Meeting is anticipated and is not included in this Scope of Work.
- It is anticipated the traffic control plans will consist of lane shifts setups and flagging to install the signal mast arms for SH44.
- A SWPPP will not be prepared for this project however, erosion control bid items will be identified on the plans, cost estimate and bid schedule.

The following represents our understanding of the tasks required to execute the Scope of Work:

SCOPE OF WORK

TASK I – Field Surveys (Civil Survey Consultants)

Civil Survey Consultants shall complete topographic surveying along the intersection of Cemetery Rd and SH44, beginning 150 feet west of Cemetery Rd and ending 400 feet east of Cemetery Rd, 150 feet south of SH44 to 600 feet north of SH44. Additionally, the existing cul-de-sac and surrounding area on the north end of Highland Drive, immediately east of Cemetery Road, will be surveyed. The unopened ROW area between Cemetery Road and Highland Drive, located approximately 650 feet south of SH44 will be surveyed also. Cross sections of all roadways will be taken at 50' stations. Topographic information will include edge of asphalt, lip of gutter, back of curb, striping, back of sidewalk, centerline, driveway approaches, business signs, and visible utilities including water lines, sewer lines, overhead power poles and lines, gas, telephone and fiber optic lines that are located by Digline. The limits of the survey will be 5-ft beyond the existing right of way lines where possible. All topographic data will be tied vertically to NAVD 88 datum. The horizontal datum will be tied to the local City of Middleton modified Idaho State Plane coordinate base at ground. All data collected will be observed with a robotic total station or by RTK GPS. Property owners will be researched, and property lines will be shown graphically as per the current deeds. This project is not anticipated to require additional right-of-way. This scope of work does not include legal descriptions, ROW staking or record of survey.

The deliverable for this task consists of:

- 2D Topographical Survey Cad drawing including Existing ROW
- Alignment, and Point files
- Tie vertical control and provide at least four temporary benchmarks

TASK II – Geotechnical Investigations (Not Required)

It is assumed a geotechnical report will not be prepared for this project. The improvements on SH44 are limited to minor surface repair and the installation of a traffic signal. The previously prepared geotechnical information from the Highland Dr project will be utilized for the ground water depth and the City of Middleton standard local road typical section will be utilized for roadway sections on Highlands

Drive. In the event a geotechnical is required it would be completed as a supplemental to this scope of work.

TASK III – Concept Design

Intersection Concept Design: Precision shall develop a Concept design and prepare a concept plan illustrating the proposed improvement for one (1) alternative. No construction estimates are included with this task. Precision will prepare the following deliverables for the Concept Design Review Meeting:

- Electronic PDF copy of the overall improvements as a roll plot

Concept Design Review Meeting: Precision will attend the Concept Design Review Meeting to review the 30% design review. Precision will prepare meeting notes and incorporate COM's and ITD's comments into the Final Design submittal. The deliverables for this task are:

- Summary of Concept Design Review Comments and Responses

TASK IV – Final Design

Final Roadway Design: Precision shall develop final design of the roadway, intersection, and traffic signal improvements. Precision will prepare the following deliverables for the Final Design Review Submittal (11"X17" sheet size):

- 1 – Title Sheet
- 1 – Project Control Sheet
- 2 – Typical Sections
- 3 – Miscellaneous Construction Details
- 4 – Plan and Profile Sheets (1"=40')
- 1 – SH44 and Cemetery Intersection Plan Sheet (1"=40')
- 2 – Intersection Grading Plan

Final Drainage Design and Irrigation Design: It is assumed the storm drainage will be collected in the curb and gutter and discharged into local swales and/or seepage beds within the right-of-way along the roadway at the intersections of Cemetery Rd and Highland Drive. This scope of work does not include the design of a storm drain detention/retention pond. It is assumed due to limited improvements (traffic signal install) at the intersection of SH44 and Cemetery Road drainage design will not be completed for this intersection.

Precision will identify the existing gravity irrigation systems and will perpetuate the existing system flows. Precision will coordinate with property owners for proposed gravity irrigation improvements. Precision will prepare the following deliverables for the Final Design Review Submittal (11"X17" sheet size):

- 5 – Storm Drain and Gravity Irrigation Profile Sheet (1"=40')
- 1 – Storm Drain Detail Sheet

Final Traffic Design: Precision will perform final design of the traffic signal and signing and pavement markings. Comments received from the Concept Design Review will be incorporated into the final design. Precision will prepare the following deliverables for the Final Design Review Submittal (11"X17" sheet size):

- 2 – Traffic Signal Material Sheets
- 1 – Traffic Signal Plan Sheets (1"=40')
- 7 – Traffic Signal Detail Sheets
- 2 – Intersection Lighting Sheets, for the two Highlands and Cemetery Rd intersections,

- 4 – Signing and Pavement Markings Plan Sheets (1"=40')
- 4 – Traffic Control Plans Sheets

Special Provisions, Construction Cost Estimate and Bid Schedule: Precision will prepare the following deliverables for the Final Design Review Submittals:

- Contract Documents and Special Provisions based on the ITD Standards
- Construction Cost Estimate
- Bid Schedule

Final Design Review Submittal: Precision will perform an internal review of the submittal. Precision will submit the plans, specifications and estimate for the Final Design Review. COM to transmit review documents to all appropriate entities as they deem necessary. Precision will prepare and submit the Final Design Review Submittal consisting of:

- 2 - Individually Sets of 11"X17" Construction Plans (40 Sheets)
- 2 - Copies of the Special Provisions
- 2 - Copies of the Bid Schedule
- 2 - Copies Final Design Review Engineer's Construction Cost Estimate
- 1 - PDF file for each of the above items

Final Design Review Meeting: Precision will attend the Final Design Review Meeting and prepare a summary of, and responses to, the review comments to be submitted with the PS&E Submittal. The deliverable for this task is:

- Summary of Final Design Review Comments

TASK V – PS&E Design Submittal

PS&E Submittal: Precision will address the Final Design Review comments on the drawings, special provisions, bid schedule and construction cost estimate. Precision will perform an internal review of the submittal and prepare and submit the PS&E Submittal consisting of the following:

- 1 - Set of Signed and Sealed 11"X17" Drawings
- 1 - Set of Signed and Sealed Special Provisions
- 1 - Bid Schedule
- 1 - Construction Cost Estimate
- 1 - Copy Summary of Final Design Review Comments
- 1 - CD containing the project files

TASK VI – Right-of-Way (Not Required)

No effort for Right-of-way is included in this Scope of Work.

TASK VII – Project Management

Coordination and Meetings: Precision will meet with COM on an as-needed basis to discuss project status and any outstanding issues, and coordinate with COM regarding data requests and project procedures.

Project Management: Precision will prepare and submit monthly invoices, status reports. Precision will provide general project oversight and administration. The deliverable for this task is:

- Monthly Payment Request with Status Report

TASK VIII – Bid Assistance

Precision will prepare agenda and conduct meeting with City staff and interested parties to discuss project, answer contractor questions with addendum(s), participate in the bid opening, and prepare recommendation for award.

Assumptions:

- City will provide the location/room for the Pre-Bid Meeting
- Two (2) Precision representatives will attend the meeting
- Hard copy bid sets (plans and specs) will not be provided by Precision

TASK IX – Management Directive (Contingency Task)

This task contains additional hours to be utilized at COM’s directive. The scope of this task is undetermined at the time of development of this scope of work, as such they are contingent upon additional information as the project progresses. Therefore, the level of effort for the work is limited to the budget established in the contingency task. A supplemental will be required if the work exceeds the estimated contingency amount.

DESIGN SCHEDULE

The following are the anticipated project Milestones, subject to change based on receipt of notice to proceed and barring any unforeseen weather delays during the surveying.

Notice to Proceed	Assumed June 15, 2023
Complete Topo Survey	August 4, 2023
Concept Design Submittal	September 15, 2023
Concept Design Review Meeting	September 28, 2023
Final Design Submittal	November 17, 2023
Final Design Review Meeting	December 6, 2023
PS&E Submittal	February 2, 2024

BUDGET (LUMP SUM NOT TO EXCEED)

LABOR HOURS		Principal	PE	TOTAL
TASK 1	FIELD SURVEYS (Civil Survey)			
1.1	Survey Coordination	8	0	8
	TASK 1 TOTAL	8	0	8
TASK 2	Geotechnical Investigation (Not Required)			
	TASK 2 TOTAL	0	0	0
TASK 3	CONCEPT DESIGN (30%)			
3.1	Prepare Concept Roadway Design (1 Alternative)	24	60	84
3.2	Concept Design Review Meeting	2	2	4
	TASK 3 TOTAL	26	62	88
TASK 4	FINAL DESIGN (95%)			
4.1	Final Roadway Design			
	Prepare Roadway Design Files	16	48	64
	Title Sheet (1)		2	2
	Project Control Sheet (1)		8	8
	Typical Section Sheets (2)	6	38	44
	Miscellaneous Construction Details (3)	8	40	48
	Plan and Profile Sheets (4)	30	105	135
	SH44 and Cemetery Intersection Plan Sheet (1)	6	32	38
	Intersection Grading Plan (2)	10	48	58
4.2	Final Roadway Design			
	Prepare Storm Drain Design Files	6	32	38
	Storm Drain and Gravity Irrigation Profile Sheet (4)	8	48	56
	Storm Drain Detail Sheet (2)	6	32	38
4.3	Final Traffic Design			
	Prepare Traffic Design Files	16	24	40
	Traffic Signal Material Sheet (2)	2	16	18
	Traffic Signal Plan Sheet (1)	6	24	30
	Traffic Signal Detail Sheets (7)	8	50	58
	Intersection Lighting Sheets (2)	2	24	26
	Signing and Pavement Markings Sheets (4)	8	16	24
	Traffic Control Sheets (4)	4	30	34
4.4	Special Provisions, Cost Estimate and Bid Schedule	12	2	14
4.5	Final Design Review Submittal	8	4	12
4.6	Final Design Review Meeting	2	2	4
	TASK 4 TOTAL	164	625	789
TASK 5	PS&E SUBMITTAL (Address Final Design Review Comments)			
5.1	PS&E (100%) Submittal			
	Address Comments and Prepare PS&E	16	80	96
	TASK 5 TOTAL	16	80	96
TASK 6	RIGHT-OF-WAY (Not Required)			
	TASK 6 TOTAL	0	0	0
TASK 7	PROJECT MANAGEMENT			
7.1	Coordination and Meetings	8		8
7.2	Project Management / Invoicing	50		50
	TASK 7 TOTAL	58	0	58
TASK 8	BIDDING ASSISTANCE			
8.1	Bid Support	16	10	26
	TASK 8 TOTAL	16	10	26
TASK 9	AS DIRECTED / AS NEEDED			
9.1	Management Reserve (Contingency Amount)	32	8	40
	TASK 9 TOTAL	32	8	40
TOTAL LABOR HOURS		320	785	1105
BUDGET				
		HOURLY	TOTAL	HOURLY
	LABOR	RATE	HOURS	RATES
	Principal Engineer (PE, POTE)		320	\$ 160.00
	Project Engineer(s) (PE)		785	\$ 145.00
	TOTAL LABOR		1105	\$ 165,025.00
	SUBCONSULTANTS			
	Civil Survey Consultants (Topographic Survey)			\$ 20,000.00
	TOTAL DIRECT EXPENSES			\$ 20,000.00
TOTAL LUMP SUM BUDGET				\$ 185,025.00

AGREEMENT REGARDING ANIMAL SHELTER

CITY OF MIDDLETON AND WEST VALLEY HUMANE SOCIETY

THIS AGREEMENT REGARDING THE ANIMAL SHELTER (“Agreement”) is made and entered into effective the 15th day of June, 2023 (the “Effective Date”), by and between the CITY OF MIDDLETON, IDAHO, an Idaho municipal corporation, 1103 West Main Street, Middleton, ID 83644 (“City”), and the WEST VALLEY HUMANE SOCIETY, INC., an Idaho non-profit corporation, of 5801 Graye Lane, Caldwell, Idaho 83607 (“WVHS”).

RECITALS

WHEREAS, the City has, pursuant to the Middleton City Code sections 08-03-01 through 08-03-29 inclusive, adopted Animal Control Regulations, which, among other things, prohibit the running at large within the City of Middleton of livestock, canines, and other animals; provide for the licensing of canines; provide for the inoculation of canines against rabies; and, make other provisions to promote the health, welfare, and safety of humans and animals; and

WHEREAS, the City deems it advisable and in the best interests of the City and its citizens to partner with the WVHS for the management and control of the Animal Shelter.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the matters described above, and the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. DELEGATION OF AUTHORITY. To the fullest extent necessary to accomplish the stated purposes of this Agreement, and pursuant to the authority granted to it or possessed by it under state law and its ordinances, particularly those found in Chapter 8, Article 3 of the Middleton City Code, the City does hereby direct, authorize, delegate and empower WVHS to issue canine licenses, to hold all animals coming into its control and custody from the Middleton Police Department Personnel and/or the general public, to place or humanely dispose of such animals as come into its control, and to cooperate with personnel of the Middleton Police Department in the enforcement of animal regulations and rabies control programs pursuant to all ordinances now in effect or which may, hereinafter, be adopted.

2. TERM AND TERMINATION.

2.1 Term. The term of this Agreement shall be for the effective date of June 15, 2023 to September 30th, 2024, 11:59pm, (“Term”).

2.2 Breach. This Agreement may be terminated by a party if the other party breaches this Agreement by giving at least 30 days written notice to the other party of intention to terminate the Agreement. The written notice must describe the breach and allow a 30-day period for the other party to remedy the breach. If the breach is not remedied within the 30-day period after receipt of notice, the Agreement will be terminated.

2.3 Effect of Termination. Upon expiration or termination of this Agreement, (i) WVHS will send the City a final invoice, which shall include the information and be paid as set forth in section 12, below; and (ii) the fees for any animals coming into WVHS control or custody from the City or its agents after such expiration or termination date shall be charged to the City at the WVHS out-of-contract rates in effect at such time.

3. RIGHTS AND RESPONSIBILITIES OF WVHS. In fulfilling its duties hereunder, the parties agree that WVHS shall have the following rights and responsibilities, in addition to any others found throughout the terms and conditions of this Agreement:

(a) WVHS shall maintain proper shelter and care for all domestic canines which come into its custody;

(b) WVHS shall accept cats, and other domestic or exotic animals, on a case-by-case basis, as it is able to provide care, staffing, funds and transfer agreements with other local or regional animal care providers;

(c) WVHS shall maintain suitable office hours, as determined by WVHS, at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with its duties hereunder and for the purpose of receiving animals;

(d) WVHS shall provide 24-hour access for the drop-off of canines by the Middleton Police Department or its personnel (though canines that appear sick and/or injured may only be left at WVHS during its regular business hours, and notification to WVHS medical staff must be made before arrival to prepare for examination);

(e) WVHS shall provide quarantine for vicious and/or diseased canines, including canines with rabies, in accordance with any request by the Middleton Police Department or pursuant to any court order;

(f) WVHS reserves the right to refuse for shelter any animal brought to it by a private citizen, if said animal presents an eminent safety risk to WVHS employees and staff;

(g) WVHS shall provide proper food, water, shelter and humane treatment for any animals which may properly come into its possession under the terms of this Agreement, until such animals are properly placed or otherwise humanely disposed of by WVHS;

(h) WVHS shall have a licensed veterinarian on staff to provide medical assessments and any necessary treatment to the animals in its custody; and

(i) WVHS shall cooperate with the City and its Police Department in following the procedures required by ordinance concerning persons or animals bitten by an animal in the City of Middleton.

4. RECORDKEEPING. WVHS will maintain a record of all animals coming into the custody and control of WVHS from the City and/or through its Police Department, showing the date received and description of such animals, a record of their final disposition and their PetPoint (or other WVHS database) number. WVHS will provide monthly itemizations via excel spreadsheet to reconcile animal intake dates and final disposition dates, detailing shelter dates billable to the City, and providing any other or additional information as the City may reasonably request. When requested, for each euthanasia charged to the City, WVHS will provide a form containing the signature or e-signature of the WVHS staff member authorizing the euthanasia.

5. RIGHTS AND RESPONSIBILITIES OF THE CITY, THROUGH THE Middleton POLICE DEPARTMENT. In fulfilling its duties hereunder, the parties agree that the City, through the Middleton Police Department, in addition to having all other rights and being responsible to fulfill all other duties found throughout the terms and conditions of this Agreement, shall purchase and supply to WVHS all canine license certificates, numbered metallic tags, and all intake forms required by the Middleton Police Department for WVHS's use in carrying out its responsibilities under this Agreement. The City intake forms will contain the following information: a description of the animal, the manner and date of impoundment, the location of impoundment and the officer impounding the animal, the name and address of any person owning or showing legal responsibility for the animal, applicable violations of City Code, and applicable fines and penalties. The City will provide a separate duplicate intake form for bite quarantine and/or protective custody impounds, which must also contain all the information listed above, and an indication of what type of hold the animal is on, and for how long the shelter must hold the animal. The City will keep a copy of the duplicate intake form for each animal and provide the original copy to WVHS. Furthering the WVHS mission, Middleton city police and animal control officers may impound all intact male canines, or questionably sterilized female canines, found running at large. If an owner is known, the City will attempt to notify the owner that their animal has been impounded.

6. RESPONSIBILITIES OF CITY WITH RESPECT TO DISPOSITION OF ANIMALS RUNNING AT LARGE. The City, through its Police Department, shall be responsible for animals running at large. In the event of an emergency where the City is unable to care for the animal, WVHS agrees that it will accept the animals for the designated number of

days as outlined in the sections below. During such period of time, WVHS may charge a fee for caring for the animal as outlined in the sections below.

6.1 LARGE LIVESTOCK ANIMALS. The City, through its Police Department, shall be responsible for horses, cattle, mules, llamas and other domestic large livestock ("Large Animals"). In order to humanely house these animals, prior notification must be made to appropriate WVHS staff before arrival so that proper accommodations can be made. In the event of an emergency and the City is unable to care for any Large Animals, then WVHS agrees that it will accept such Large Animals for a period of no longer than fifteen (15) days or other time period required by law ("Hold Period"). During any such period of time, WVHS may charge a fee for its incurred costs in caring for Large Animals, not to exceed \$35.00 per animal per day, or, as the parties may agree in writing. If after the Hold Period the owner has not surrendered or claimed the Large Animal, WVHS may disposition the Large Animal. If a Large Animal brought to WVHS by the City is not claimed or surrendered by the owner during the Hold Period, the City will pay WVHS a \$250.00 per Large Animal euthanasia fee in addition to a \$150.00 disposal fee (or the fee charged for this service by a private company) if the animal is euthanized or dies at WVHS.

6.2 MEDIUM LIVESTOCK ANIMALS. The City, through its Police Department, shall be responsible for sheep, goats, pigs and other domestic medium livestock ("Medium Animals"). In order to humanely house these animals, prior notification must be made to appropriate WVHS staff before arrival so that proper accommodations can be made. In the event of an emergency and the City is unable care for any Medium Animals, then WVHS agrees that it will accept such Medium Animals for a period of no longer than fifteen (15) days or other time period required by law ("Hold Period"). During any such period of time, WVHS may charge a fee for its incurred costs in caring for Medium Animals, not to exceed \$20.00 per animal per day, or, as the parties may agree in writing. If after the Hold Period the owner has not surrendered or claimed the Medium Animals, WVHS may disposition the Medium Animals. WVHS will dispose of any Medium Animal carcasses brought to WVHS by the City or its agents for a \$50.00 per Medium Animal carcass disposal fee. If a Medium Animal brought to WVHS by the City is not claimed or surrendered by the owner during the Hold Period, the City will pay WVHS a \$80.00 per Medium Animal euthanasia fee in addition to the disposal fee if the animal is euthanized or dies at WVHS during the Hold Period.

6.3 FOWL LIVESTOCK ANIMALS. The City, through its Police Department, shall be responsible for hens, domestic ducks, turkeys, pheasants and other domestic fowl livestock ("Fowl Livestock"). In order to humanely house these animals, prior notification must be made to appropriate WVHS staff before arrival so that proper accommodations can be made. WVHS may accept roosters as housing allows or if the City opts to pay a euthanasia fee. In the event of an emergency and the City is unable care for any Fowl Livestock, then WVHS agrees that it will accept such Fowl Livestock for a period no longer than fifteen (15) days or other time period required by law ("Hold

Period”). During any such period of time, WVHS may charge a fee for its incurred costs in caring for Fowl Livestock, not to exceed \$10.00 per animal per day, or, as the parties may agree in writing. If after the Hold Period the owner has not surrendered or claimed the Fowl Livestock, WVHS may disposition the Fowl Livestock. WVHS will dispose of any Fowl Livestock carcasses brought to WVHS by the City or its agents for a \$5.00 per Livestock Fowl carcass disposal fee. If a Livestock Fowl brought to WVHS by the City is not claimed or surrendered by the owner during the Hold Period, the City will pay WVHS a \$40.00 per Livestock Fowl euthanasia fee in addition to the disposal fee if the animal is euthanized or dies at WVHS during the Hold Period.

6.4 SMALL DOMESTICATED AND EXOTIC ANIMALS. The City, through its Police Department, may also bring cats, other small, domesticated animals, or small domesticated exotic animals such as ferrets, guinea pigs, hamsters, rabbits, domesticated birds, snakes and sugar gliders (“Small Animals”) to the Animal Shelter for care, as needed, and for protective custody and quarantine. In order to humanely house these animals, prior notification must be made to appropriate WVHS staff before arrival so that proper accommodations can be made. Impound periods and related fees for any animals in protective custody or bite quarantine are set forth in sections 8 and 9 below. For other Small Animals, WVHS agrees that it will care for and house Small Animals at the City’s cost for period of no longer than three (3) days (“Hold Period”), for a fee of \$15.00 per Small Animal per day, or as the parties may agree in writing. If the animal requires vaccines (felines) WVHS will collect a \$40 fee for reimbursement upon intake. If after the Hold Period the owner has not surrendered or claimed the Small Animal, WVHS may disposition the Small Animal. WVHS will dispose of any Small Animal carcasses brought to WVHS by the City or its agents for a \$5.00 per Small Animal carcass disposal fee. If a Small Animal brought to WVHS by the City is not claimed or surrendered by the owner during the Hold Period, the City will pay WVHS a \$40.00 per Small Animal euthanasia fee in addition to the disposal fee if the animal is euthanized or dies at WVHS during the Hold Period.

6.5 ANIMALS REQUIRING 24 HOUR CARE. The City, through its Police Department, may also bring in animals that require 24 hour specialized care, such as kittens under six weeks of age. These animals must be brought in during business hours and appropriate WVHS staff must be notified before the arrival of these special needs animals. Litters of kittens under six weeks of age will be billed to The City at \$75/litter of one or more specialized care animals and \$15/day per kitten until the kitten or kittens are at least six weeks of age.

7. RESPONSIBILITIES WITH RESPECT TO CANINES.

7.1 CANINES DELIVERED TO THE SHELTER BY THE CITY. The City, through its Police Department, may also bring canines to the Animal Shelter for care, as needed, and for protective custody and quarantine. Impound periods and related fees for any animals in protective custody or bite quarantine are set forth in sections 8 and

9 below. For other canines, WVHS agrees that it will care for and house canines at the City's cost for period of no longer than five (5) business days or other time period required by law ("Hold Period"), for a fee of \$50.00 per canine for the first day of impoundment plus \$15.00 per canine per day after the first day, or as the parties may agree in writing. If after the Hold Period the owner has not claimed or surrendered the canine, WVHS may disposition the canine. ("Business days" does not include weekends or holidays.) WVHS will dispose of any canine carcasses brought to WVHS by the City or its agents for \$10.00 per canine carcass disposal fee. If a canine brought to WVHS by the City is not claimed or surrendered by the owner during the Hold Period, the City will pay WVHS a per canine euthanasia fee in the amount of \$50.00 for canines under 40 pounds or \$80 for canines over 40 pounds, in addition to the disposal fee if the animal is euthanized or dies at WVHS during the Hold Period.

7.2 CANINES DELIVERED TO THE SHELTER BY CITIZENS. The City is responsible for stray-hold costs when a citizen brings in a stray canine that was found within City limits. WVHS agrees that it will care for and house stray canines at the City's cost for a period of no longer than five (5) business days or other period required by law ("Hold Period") at the rates outlined in Section 7.1. If an owner claims the canine or surrenders the canine before the Hold Period is expired, the City's responsibility ends. If after the Hold Period the owner has not claimed or surrendered the canine, WVHS may disposition the canine as described in Section 7.1.

8. RESPONSIBILITIES WITH RESPECT TO ANIMALS IN PROTECTIVE CUSTODY. The City, through its Police Department may bring animals to WVHS for protective custody. Animals may only be placed and released from protective custody by Middleton Police Department and their appointed agents. The City shall notify WVHS that the animal is in protective custody by filling out the proper intake form and indicating whether the animal is in protective custody and can be released after an indicated number of days, or whether the animal is being held for an active investigation and must remain at the shelter until authorized release.

8.1 DEFINITIONS.

(a) Protective Custody – Any animal that is being held in the shelter at the direction of Middleton Police Department after the Department took custody of an animal that appears unattended or abandoned due to the owner's death, arrest or eviction from his or her residence, or was removed from the owner or owner's property for the welfare of the animal, and/or there is no sign of care for the animal or there is no known person to take immediate custody of such animal.

(b) Active Investigation Protective Custody – Any animal that is being held in the shelter at the direction of Middleton Police Department pending the outcome of a criminal action charging a violation of state

or city code pertaining to the animal, and prior to final disposition of the criminal charge.

8.2 PROTECTIVE CUSTODY. WVHS will hold an animal in protective custody for the number of days indicated on the intake form by the Middleton Police Department when the animal is taken into custody. The City shall pay the applicable daily rates for animals in shelter custody (depending on the type of animal and hold period as set forth in sections 6 and 7 above), plus the applicable disposal and euthanasia fees. If an owner or an owner's authorized agent claims or surrenders the animal, the City shall be responsible for only the days before the claim or surrender. In the event that the owner of an animal is unavailable and will be unavailable for an extended period of time, the Police Department may contact individuals that are authorized by the owner to claim the animal or surrender the animal and provide written authorization to the shelter in order to release the animal from protective custody.

8.3 ACTIVE INVESTIGATION PROTECTIVE CUSTODY. WVHS will not release any animal in active investigation protective custody to an owner, or for disposition, without receiving notice in writing that the animal is released from active investigation protective custody from a judge or an agent with the Middleton Police Department. The Middleton Police Department will notify prosecuting attorneys as soon as practicable in order to institute an Animal Forfeiture proceeding pursuant to Idaho Code 25-3520B. The City shall pay \$25.00 per day plus the applicable intake, disposal and euthanasia fees for animals in active investigation protective custody (depending on the type of animal as set forth in sections 6 and 7 above), however, there shall be no time limit on daily fees when an animal is held in protective custody during an active investigation, and such daily fees shall be paid for each day the animal is in protective custody.

9. RESPONSIBILITIES WITH RESPECT TO BITE QUARANTINE ANIMALS. The City, through its Police Department, may bring animals to WVHS for bite quarantine when there is no current proof of rabies vaccination for such animals. Canines in bite quarantine will be held for ten (10) days from the date of the bite. All other animals in bite quarantine shall be held and dispositioned as WVHS sees fit unless such animal is subject to a valid court order with a determined disposition.

9.1 CITY RESPONSIBILITY.

- (a) **Owner Quarantine.** In the event an owner attempts to quarantine an animal at WVHS at the direction of the Middleton Police Department, the owner must pay fees set by WVHS for the quarantine up-front. If the owner refuses to pay such a fee, WVHS will not accept the animal. If the Middleton Police Department then directs the shelter to quarantine the animal, the City shall pay \$30 per day, per animal held for bite quarantine. If the owner pays the fee, or if the owner

surrenders the animal to the shelter and pays applicable surrender fees, the City will not be responsible to pay for the remaining days after owner payment or surrender. In the event an animal is euthanized during the time the City is responsible, the City shall pay the applicable disposal and euthanasia fees for animals in bite quarantine if the owner does not claim or surrender the animal to the shelter (depending on the type of animal as set forth in sections 6 and 7 above).

- (b) **Officer Quarantine.** In the event an Animal Control Officer or agent of the Middleton Police Department impounds a stray animal that reportedly bit someone, the City shall pay \$30 per day, per animal held for the duration of the bite quarantine. If the owner of the animal claims or surrenders the animal and pays applicable fees, the City shall only be responsible for the per-day fee up until the owner claims the animal and pays the remainder of the quarantine hold, or until the day of surrender. The City shall pay the applicable disposal and euthanasia fees for animals in bite quarantine if the owner does not claim or surrender the animal to the shelter (depending on the type of animal as set forth in sections 6 and 7 above).

10. RESPONSIBILITIES FOR RELEASED ANIMALS. Once an animal is released from protective custody, bite quarantine, or the applicable time period during which the City must pay fees has expired (depending on the type of animal and hold as set forth in sections 6 and 7 above), the animal is the sole property of WVHS and will be dispositioned as WVHS sees fit, unless the release is accompanied by a valid court order with a determined disposition.

11. NECROPSY SERVICES. WVHS will provide necropsy services at the City's written request. The City shall pay a \$70.00 necropsy charge per animal, plus the actual cost of requested toxicology and/or radiographs.

12. PAYMENT AND INVOICING TERMS. The total fee for regular services shall not exceed \$10,000.00 for each year of the Term, which limit does not include fees for animals held in protective custody or bite quarantine or fees for necropsy services. Monthly invoices and an excel spreadsheet containing itemizations set forth in section 5 above will be emailed to the City each month. The City agrees to pay within 30 days of receipt of the invoice. If payment is not received within 30 days, the City agrees to pay an annual interest rate of 21% or the maximum rate allowed by law.

13. LICENSING. WVHS shall license all canines within the service area of the City prior to release to an owner, whether through adoption or reclamation. WVHS does not issue any transfer or renewal licenses. WVHS will remit to the City all fees collected and license information gathered each month and will deduct from the amount remitted to the City \$10.00 for each new canine license issued. In the event of discrepancies in the amount of license fees

owed and reimbursed, the parties will meet and work in good faith to resolve them. In provision of canine licensing services, WVHS shall: diligently issue and process all applications for canine licenses for canines owned or harbored by residents of the City of Middleton; collect all canine license fees, board, adoption and impoundment fees and keep proper financial records to account for the same; permit the City, at all reasonable times, to inspect and audit its canine licensing records and make any reports of its monies available to the City as may be requested or required; keep full and accurate records of all persons to whom canine licenses have been issued.

14. HUMANE EDUCATION. WVHS will initiate and maintain a program of education designed to promote the proper care and treatment of animals and to stimulate public support for such treatment and for the enforcement of ordinances relating to animal control.

15. ASSUMPTION OF RISK AND RESPONSIBILITY BY WVHS; PUBLIC POSTING OF NOTICE OF CITY'S NON-LIABILITY. WVHS understands and assumes the risks associated with the provision of the services described herein, and agrees to indemnify and save harmless the City from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of WVHS, its contractors, agents, or servants in connection with the operation of the Animal Shelter, or in the performance of duties related thereto. WVHS shall fully inform all persons using or being upon the said premises, or dealing thereat, of the non-liability of the City for any act or neglect of WVHS.

16. INSURANCE. WVHS shall procure and maintain during the Term of this Agreement comprehensive general liability coverage that shall protect WVHS from claims for damages for personal injury, including accidental and wrongful death, as well as from services rendered under this Agreement, whether such services be by WVHS, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall provide for limits of not less than \$300,000.00 per occurrence. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold free and harmless covenant contained in this Paragraph, and in the event the City becomes liable for an amount in excess of such insurance coverage, WVHS shall indemnify and hold the City free and harmless for the whole thereof. WVHS shall furnish the City with policies or certificates of insurance to demonstrate that WVHS has procured such insurance and that the City has been named as an additional insured therein. Such policies or certificates shall contain the following provision:

“It is agreed that the City of Middleton, Idaho, an Idaho municipal corporation, is added as an additional insured under this Policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City under any other third-party liability policy. It is further agreed that the ‘other insurance’ condition of this policy is amended to conform therewith.”

Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days written notice shall be given to the City prior to modifications, cancellation, or reduction in coverage of such insurance.

17. WVHS' INDEPENDENT CAPACITY; WORKERS COMPENSATION INSURANCE. WVHS, its officers, employees, agents, and volunteers, shall act in an independent capacity during the Term of this Agreement and not as officers, employees, agents, or volunteers of the City. WVHS shall procure and maintain during the Term of this Agreement Workers' Compensation Insurance as prescribed by the laws of the State of Idaho.

18. REVISIONS AND AMENDMENTS TO ANIMAL CONTROL ORDINANCES. It is acknowledged and understood that the Animal Control Ordinances currently in effect in the City of Middleton may be amended, revised or superseded, and that any such change might cause the level of services to be performed by WVHS hereunder to be increased. It is understood that any such provisions shall not be applicable with respect to this Agreement, unless otherwise agreed between the parties, in writing.

19. CITY REPRESENTATIVE ON WVHS BOARD OF DIRECTORS. The parties agree that as a material Term of this Agreement, the City shall be entitled to submit an application for a representative, chosen and appointed by the Mayor, to serve on the WVHS Board of Directors, as a full voting member thereof during the Term of this Agreement or any renewal hereof. It is understood that the City Representative member's qualifications, appointment and service are subject to the WVHS bylaws and other governing documents. This means the WVHS Board of Directors will vote on the appointment of the member to the Board of Directors and once appointed such member must commit to support and further the WVHS mission, including not engaging in any activity that detracts from or harms the WVHS mission, programs, and/or reputation.

20. NON-APPROPRIATION CLAUSE. In the event that sufficient funds are not appropriated by the City Council or are otherwise not legally available to fund the City's obligations under this Agreement prior to the beginning of any fiscal year during the Term, then a non-appropriation shall be deemed to have occurred. If non-appropriation shall occur, this Agreement shall terminate effective on the last day of the then current fiscal year.

21. ENTIRE AGREEMENT. This Agreement constitutes and contains the entire agreement of the parties hereto, and supersedes and merges all prior understandings and agreements between the parties on the subjects herein addressed, if any, whether oral or written.

22. WAIVER. The failure of a party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be considered a waiver of any breach of said terms or conditions by the other party.

23. SEVERABILITY. In the event any provision or section of this Agreement conflicts with applicable law or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

24. ATTORNEY FEES. In the event an action is brought to enforce any of the terms or provisions of this Agreement by either of the parties hereto, the prevailing party to such action shall be entitled to recover a reasonable attorney's fee together with such other costs as may be authorized by law.

25. BINDING EFFECT. The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

26. AUTHORITY OF SIGNATORY. The persons executing this Agreement on behalf of each party warrant his or her authority to so bind the represented party.

27. IDAHO LAW. This Agreement shall be construed in accordance with the laws of the State of Idaho.

DATED this ____ day of _____, in the year _____.

CITY OF MIDDLETON, IDAHO ("CITY")

Mayor

Attest:

Middletown City Clerk

**WEST VALLEY ANIMAL
SHELTER, INC. ("WVHS")**

By: Jennifer Adkins
Its: WVHS Executive Director

Attest:

WVHS Board President

WEST VALLEY HUMANE SOCIETY

5801 Graye Ln

Caldwell, ID 83607 US

(208) 455-5920

director@westvalleyhumanesociety.org

<https://westvalleyhumanesociety.org/>**Invoice****BILL TO**

City of Middleton

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2270	05/31/2023	\$8,940.00	06/15/2023	Net 15	

DESCRIPTION	QTY	RATE	AMOUNT
Services Services rendered for the month of January 2023 - see attached detail	1	1,130.00	1,130.00
Services Services rendered for the month of February 2023 - see attached detail	1	70.00	70.00
Services Services rendered for the month of March 2023 - see attached detail	1	90.00	90.00
Services Services rendered for the month of April 2023 - see attached detail	1	390.00	390.00
Services Services rendered for the month of May 2023 - see attached detail	1	270.00	270.00
Services Services rendered for the months of February 2022 through December 2022 - see attached detail	1	6,990.00	6,990.00

BALANCE DUE

\$8,940.00

Middleton Intake Submissions January 1, 2023 - January 31, 2023 (out of contract)

Petpoint #	Date	Name	Animal	Type	City	Outcome Date	Outcome	Days in Shelter	Billable
A0051815501	01/05/23	Teetee	Dog	PD	Middleton	01/14/23	Adoption	7	\$190.00
A0051828620	01/06/23	Pookie	Dog	PD	Middleton	01/19/23	Adoption	7	\$190.00
A0051842647	01/09/23	Klaus	Dog	PD	Middleton	01/20/23	Adoption	7	\$190.00
A0051898025	01/18/23	Willow	Dog	PD	Middleton	01/19/23	RTO	2	\$90.00
A0051924244	01/22/23	Beretta	Dog	PD	Middleton	01/23/23	RTO	2	\$90.00
A0051959378	01/27/23	Ellen	Dog	Public	Middleton	02/13/23	Adoption	7	\$190.00
A0051971808	01/30/23	Mysterio	Dog	Public	Middleton	02/11/23	Adoption	7	\$190.00
Total									\$1,130.00

Cost Key:	
Dog Intake	50.00
Cat Intake	50.00
Bite Quarantine	350.00
Dog/Cat Boarding	20/day
Abscess/Wound Tx	50.00
EU under 50 lbs	50.00
EU over 50 lbs	100.00
Disposal	30.00

Middleton Intake Submissions February 1, 2023 - February 28, 2023 (out of contract)

Petpoint #	Date	Name	Animal	Type	City	Outcome Date	Outcome	Days in Shelter	Billable
A0052062767	02/14/23	Leo	Dog	PD	Middleton	02/14/23	RTO	1	\$70.00
Total									\$70.00

Cost Key:	
Dog Intake	50.00
Cat Intake	50.00
Bite Quarantine	350.00
Dog/Cat Boarding	20/day
Abscess/Wound Tx	50.00
EU under 50 lbs	50.00
EU over 50 lbs	100.00
Disposal	30.00

Middleton Intake Submissions March 1, 2023 - March 31, 2023 (out of contract)

Petpoint #	Date	Name	Animal	Type	City	Outcome Date	Outcome	Days in Shelter	Billable
A0052257206	03/17/23	Chewy	Dog	PD	Middleton	03/18/23	RTO	2	\$90.00
Total									\$90.00

Cost Key:	
Dog Intake	50.00
Cat Intake	50.00
Bite Quarantine	350.00
Dog/Cat Boarding	20/day
Abscess/Wound Tx	50.00
EU under 50 lbs	50.00
EU over 50 lbs	100.00
Disposal	30.00

Middleton Intake Submissions April 1, 2023 - April 30, 2023 (out of contract)

Petpoint #	Date	Name	Animal	Type	City	Outcome	Outcome	Days in Shelter	Billable
A0052380884	4/5/2023	Trigger	Dog	PD	Middleton	4/7/2023	RTO	3	\$110.00
A0050881669	4/9/2023	Bella	Dog	PD	Middleton	4/10/2023	RTO	2	\$90.00
A0052457356	04/17/23	Lunar	Dog	Public	Middleton	04/25/23	Adoption	7	\$190.00
Total									\$390.00

Cost Key:	
Dog Intake	50.00
Cat Intake	50.00
Bite Quarantine	350.00
Dog/Cat Boarding	20/day
Abscess/Wound Tx	50.00
EU under 50 lbs	50.00
EU over 50 lbs	100.00
Disposal	30.00

Middleton Intake Submissions May 1, 2023 - May 29, 2023 (out of contract)

Petpoint #	Date	Name	Animal	Type	City	Outcome Date	Outcome	Days in Shelter	Billable
A0052062767	5/19/2023	Leo	Dog	PD	Middleton	5/22/2023 4:23	RTO	4	\$110.00
A0052702768	5/20/2023	Beau	Dog	PD	Middleton	5/20/2023 12:09	RTO	1	\$50.00
A0052721146	5/23/2023	Aluche	Dog	PD	Middleton	5/26/2023 5:42	RTO	4	\$110.00
Total									\$270.00

Cost Key:	
Dog Intake	50.00
Cat Intake	50.00
Bite Quarantine	350.00
Dog/Cat Boarding	20/day
Abscess/Wound Tx	50.00
EU under 50 lbs	50.00
EU over 50 lbs	100.00
Disposal	30.00

Middleton Intake Submissions February 1, 2022 - December 31, 2022 (out of contract)

Petpoint #	Date	Name	Animal	Type	City	Outcome Date	Outcome	Days in Shelter	Billable
A49525305	02/01/22	Benji	Dog	Public	Middleton	02/14/22	Adoption	7	\$155.00
A49594565	02/14/22	Trixie	Dog	PD	Middleton	04/27/22	Adoption	7	\$155.00
A49638431	02/21/22	Polly	Dog	PD	Middleton	02/22/22	RTO	2	\$80.00
A49638027	02/21/22	Tibbs	Dog	Public	Middleton	03/02/22	Adoption	7	\$155.00
A49677857	02/24/22	Abbie	Dog	PD	Middleton	02/28/22	RTO	5	\$125.00
A49728348	03/07/22	Xochitl	Dog	PD	Middleton	03/16/22	Adoption	7	\$155.00
A49750584	03/10/22	Marmalade	Dog	PD	Middleton	04/15/22	Adoption	7	\$155.00
A23978393	03/21/22	Molly	Dog	Public	Middleton	03/21/22	RTO	1	\$65.00
A49835724	03/24/22	Zeus	Dog	PD	Middleton	03/24/22	RTO	1	\$65.00
A50028544	04/22/22	Lady	Dog	PD	Middleton	04/23/22	RTO	2	\$80.00
A50146330	05/09/22	Zeus	Dog	Public	Middleton	08/19/22	Adoption	7	\$155.00
A50146440	05/09/22	Trixie	Dog	Public	Middleton	05/18/22	Adoption	7	\$155.00
A50157348	05/10/22	Mazikeen	Dog	PD	Middleton	05/11/22	RTO	2	\$80.00
A50219873	05/18/22	Samwise	Dog	PD	Middleton	06/11/22	Adoption	7	\$155.00
A50350436	06/03/22	Aspen	Dog	PD	Middleton	06/06/22	RTO	4	\$110.00
A50365378	06/05/22	Nina	Dog	PD	Middleton	06/10/22	RTO	6	\$140.00
A50365387	06/05/22	Pepper	Dog	PD	Middleton	06/10/22	RTO	6	\$140.00
A50420588	06/13/22	Tonk	Dog	Public	Middleton	06/15/22	RTO	3	\$95.00
A46717017	06/25/22	Bentley	Dog	PD	Middleton	06/25/22	RTO	1	\$65.00
A40285097	06/25/22	Kane	Dog	PD	Middleton	06/25/22	RTO	1	\$65.00
A50539448	06/26/22	Papi	Dog	PD	Middleton	06/27/22	RTO	2	\$80.00
A40285097	06/27/22	Kane	Dog	PD	Middleton	06/27/22	RTO	1	\$65.00
A50611958	07/07/22	Grizzly	Dog	PD	Middleton	07/09/22	RTO	3	\$95.00
A50690972	07/16/22	Wren	Dog	PD	Middleton	07/27/22	Adoption	7	\$155.00
A50681096	07/16/22	Maggie	Dog	Public	Middleton	07/18/22	RTO	3	\$95.00
A50814337	08/03/22	Madeleine	Dog	PD	Middleton	08/19/22	Adoption	7	\$155.00
A50823688	08/04/22	Nyla	Dog	Public	Middleton	08/22/22	Adoption	7	\$155.00
A50837358	08/06/22	Tella	Dog	Public	Middleton	08/20/22	Adoption	7	\$155.00
A50837352	08/06/22	Brookie	Dog	Public	Middleton	08/24/22	Adoption	7	\$155.00
A50876335	08/11/22	Shadow	Dog	PD	Middleton	08/12/22	RTO	2	\$80.00

A50881387	08/12/22	Darby	Dog	PD	Middleton	Unknown	In Shelter	7	\$155.00
A50927538	08/18/22	Ruby	Dog	Public	Middleton	Unknown	In Shelter	7	\$155.00
A50949216	08/21/22	Blue	Dog	PD	Middleton	08/23/22	RTO	3	\$95.00
A50975904	08/24/22	Jackie Marie	Dog	PD	Middleton	08/26/22	RTO	3	\$95.00
A50976189	08/24/22	Smalls	Dog	PD	Middleton	08/27/22	RTO	4	\$110.00
A50978474	08/25/22	Denali	Dog	PD	Middleton	Unknown	In Shelter	7	\$155.00
A51007629	08/30/22	Nanook	Dog	PD	Middleton	08/30/22	RTO	1	\$65.00
A0051099418	09/12/22	Sookie	Dog	Public	Middleton	09/28/22	Euthanasia	7	\$155.00
A0050394159	09/15/22	Bobo	Dog	PD	Middleton	09/20/22	RTO	6	\$140.00
A0051186343	09/24/22	Max	Dog	PD	Middleton	09/24/22	RTO	1	\$65.00
A0012658514	09/24/22	Mator	Dog	PD	Middleton	09/24/22	RTO	1	\$65.00
A0037787104	09/24/22	Oreo	Dog	PD	Middleton	10/22/22	Adoption	7	\$155.00
A0051188722	09/24/22	Hunny	Dog	PD	Middleton	09/26/22	RTO	3	\$95.00
A0051273246	10/05/22	Maggie	Dog	Public	Middleton	10/29/22	Adoption	7	\$155.00
A0048897438	10/13/22	Crosby	Dog	PD	Middleton	10/13/22	RTO	1	\$65.00
A0051339989	10/16/22	Zenon	Dog	PD	Middleton	12/22/23	Euthanasia	7	\$155.00
A0051404635	10/26/22	Bear	Dog	PD	Middleton	10/26/22	RTO	1	\$65.00
A0051404642	10/26/22	Ace	Dog	PD	Middleton	10/26/22	RTO	1	\$65.00
A0051408379	10/26/22	Roscoe	Dog	PD	Middleton	10/27/22	RTO	2	\$80.00
A0043370105	11/26/22	Rocko	Dog	PD	Middleton	11/29/22	RTO	4	\$110.00
A0051602983	11/28/22	Teddy	Dog	PD	Middleton	12/02/22	RTO	5	\$125.00
A0051612486	11/29/22	Gumdrop	Dog	PD	Middleton	12/10/22	Adoption	7	\$155.00
A0051612502	11/29/22	Jellybean	Dog	PD	Middleton	12/22/22	Adoption	7	\$155.00
A0051628640	12/01/22	Lily	Dog	Public	Middleton	12/14/22	Adoption	7	\$155.00
A0051657877	12/05/22	Shakiki	Dog	Public	Middleton	12/12/22	RTO	7	\$155.00
A0051656638	12/06/22	Coco	Dog	PD	Middleton	12/07/22	RTO	2	\$80.00
A0051689817	12/10/22	Avella	Dog	PD	Middleton	12/12/22	RTO	3	\$95.00
A0043370105	12/10/22	Rocko	Dog	PD	Middleton	12/12/22	RTO	3	\$95.00
A0051691841	12/12/22	Patagonia	Dog	Public	Middleton	12/21/22	Adoption	7	\$155.00
A0051762528	12/26/22	Chloe	Dog	PD	Middleton	12/27/22	RTO	2	\$80.00

Total

\$6,990.00

Cost Key:	
Dog Intake	50.00
Cat Intake	25.00
Bite Quarantine	350.00
Dog/Cat Boarding	15/day
Abscess/Wound Tx	50.00
EU under 50 lbs	50.00
EU over 50 lbs	100.00
Disposal	30.00