



AGENDA

City Council Meeting
City of Middleton, Idaho

Date: Wednesday, December 5, 2018
Location: 6 N. Dewey Ave., Middleton, Idaho

Time: 6:30 p.m.

Call-to-order, roll call, Pledge of Allegiance, invocation

Information Items

1. Go: Washington's Thanksgiving Proclamation
2. Treasurer's comments – end of FY2018 and YTD FY2019
3. Council Discussion

Action Items

1. Consent Agenda (items of routine administrative business)
 - a) Consider approving minutes for Council's Nov. 7, 2018 meeting.
 - b) Consider ratifying Oct. 26, 2018 payroll in the amount of \$89,024.29, and Nov. 3 – 16, 2018 payroll in the amount of \$94,437.75.
 - c) Consider ratifying Nov. 7 - 21, 2018 accounts payable in the amount of \$94,066.62 and Nov. 22 – Dec. 3, 2018 accounts payable in the amount of \$133,013.75.
 - d) Consider approving Resolution 418-18 and ratifying the Idaho Transportation Department Addendum to Cooperative Agreement Project No. A13(451) FY15 D3 Intersection Improvements Canyon County Key No. 13471 to increase the amount of state-paid project funds from \$20,000 to \$27,000.
2. Consider appointing Whitney Springston to the Middleton Planning and Zoning Commission to fill the remainder of Commissioner Jeff Garner's term ending June 13, 2019.
3. Consider appointing Ray Waltemate to the Middleton Urban Renewal Agency to fill the remainder of Elwin Butler's term ending March 4, 2021.
4. Consider approving the final plat for Dewey Avenue Business Park and accepting dedication of transportation, storm water, wastewater, and water improvements into the city's systems for future maintenance.
5. **Public Hearing.** Consider approving a request by Elizabeth Robles to rezone 0.12 acres from R-3 (Single Family Residential) to M-F (Multiple Family Residential) and to except to property from Middleton City Code 5-4-1 Table 2 front and rear setbacks reducing them from 20 feet to seven feet. The subject property is Canyon County Parcel No. 18104010 commonly referred to as the vacant lot west of 202 S. Middleton Rd., Middleton, Idaho.
6. **Continued Public Hearing.** Consider approving Resolution 417-18, a request by the City of Middleton to **amend the city's comprehensive plan text and maps**, updating maps to show the City of Star's 2018 annexation of about 750 acres in Canyon County; Canyon County proposed future expansion of the impact area north to Galloway and Goodson roads in some areas; updating demographic data, capital improvement plans for transportation and parks; and adding capital improvement plans for water and wastewater; adding an annexation plan and maps, adding a roads functional classification map and a future acquisitions map; and expanding the planning area north of Purple Sage Road.
7. Consider approving the seven-year lease-purchase of a 2018 Caterpillar 420F2 Industrial

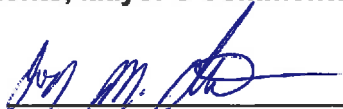
Backhoe Loader from Western States CAT in an amount not to exceed \$118,400.

8. Consider approving Resolution No. 419-18 amending the Middleton Supplement to the Idaho Standards for Public Works Construction changing requiring SDR9 CTS pipe size only, setting the minimum level of service for intersection operation in the City of Middleton to level C, adding tree types allowable adjacent to rights of way and updating the testing requirements for project completion packets.

9. Consider approving a request by West Highlands, LLC to grant a twelve-month time extension for the preliminary plat and conditional use permit for the West Highlands Ranch Subdivision.

Public Comments, Mayor's Comments, and Council Comments, Adjourn

Posted by:


Dawn M. Dalton, Deputy Clerk

Date: November 30, 2018 at 2:45 p.m.

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



1D

RESOLUTION 419

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF MIDDLETON**, hereafter called the **CITY**, for installation of ADA ramps at the intersection of Jct./SH-44 & Viking/SH-44; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Cooperative Agreement Addendum for installation of ADA ramps at the intersection of Jct./SH-44 & Viking/Sh-44 is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Middleton, held on

December 5, 2018

(Seal)

City Clerk

**ADDENDUM TO
COOPERATIVE AGREEMENT
PROJECT NO. A013(471)
FY15 D3 INTERSECTION IMPROVEMENTS
CANYON COUNTY**

KEY NO. 13471

PARTIES

THIS ADDENDUM is made and entered into this 26th day of NOVEMBER, 2018, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF MIDDLETON**, acting by and through its Mayor and Council, hereafter called the City.

PURPOSE

This Addendum will modify the Cooperative Agreement entered into on the 19th day of September, 2018, (hereinafter "Agreement") between the same parties.

The parties agree to the following revisions:

- A. Section I of the Agreement will be amended by replacing the following paragraph thereto:
 - 1. Upon execution of this Agreement and receipt of the invoice(s) for actual work performed, pay to the City a Not-to-Exceed amount of Twenty Seven Thousand Dollars (\$27,000) to be used for installation of ADA ramps at the intersection of Jct/SH-44 and Viking/SH-44. All work associated with the ADA ramp upgrades at Hawthorne/SH-44 have been paid for under Project No. A019(008), Key No. 19008.
- B. All other terms and conditions previously agreed to and set forth in the Agreement shall remain in full force and effect.



Your Safety • Your Mobility • Your Economic Opportunity

EXECUTION

This Addendum is executed for the State by its District Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Middleton.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

CITY OF MIDDLETON

Becky L. Cray

City Clerk

Dan Taylor

Mayor

(SEAL)

Ratified By regular/special meeting
on DEC 5, 2018

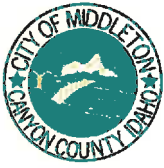


MWC:13741 Coop Addendum



Your Safety • Your Mobility • Your Economic Opportunity

5



ADMINISTRATIVE REVIEW AND REPORT

City Council

A request by Elizabeth Robles to rezone 0.12 acres from R-3 (Single-Family Residential) to M-F (Multiple-Family Residential). The subject property is located just west of 202 S. Middleton Rd., Middleton, Idaho, commonly referred to as Canyon County Parcel No. 18104010.

Applicant: Elizabeth Robles
P.O. Box 446
Middleton, ID 83644

1. **APPLICATION:** The application was received and accepted by the City on October 18, 2018.
2. **NOTICE OF PUBLIC HEARING:**
Published notice Idaho Press Tribune: November 20, 2018
Letters to 300' Property Owners: November 15, 2018
Letters to Agencies: November 15, 2018
Property Posted: November 5, 2018
3. **APPLICABLE CODES AND STANDARDS:**
Idaho Code Title 67, Chapter 65
Middleton City Code (MCC) 1-14-1, 2, 4, and 1-15-7
Middleton Comprehensive Plan, Dec. 20, 2017 version
4. **PLANNING AND ZONING OFFICIAL REVIEW COMMENTS:**
The property is currently zoned R-3 (Single-Family Residential) and is vacant. The purpose of the R-3 zone is to accommodate single-family lots. The applicant proposes rezoning the property to M-F (Multiple-Family Residential). The purpose of the M-F zone is to accommodate multi-family residential development. This type of zoning is intended to provide transition or buffer areas between residential zones and commercial/industrial uses. Properties to the north and east are zoned M-U (Mixed Use), to the south is R-3 and to the west is M-F. Consequently, much of the surrounding area is already zoned for a variety of housing, including multi-family residential.

Written Agency Responses to Date: No agency responses received.

Written Property Owners Responses to Date: No property owner responses received.

Compliance with Comprehensive Plan and Future Land Use Map

City staff examined the request with the Future Land Use Map and policies contained in the Comprehensive Plan.

Future Land Use Map

The request complies with Middleton's Future Land Use Map, which shows the project located in a Mixed Use and/or Residential – Special Area. This Residential Special Area is subject to mandatory public-record disclosure, "Cost of development and flood hazard insurance may be higher because land is now, or in the future may be, in flood areas and/or high ground water areas."

**Comprehensive Plan
Housing**

The request complies with the following policies in the Comprehensive Plan:

- Goal 10: Allow dwelling types that match residents' lifestyles.
 - Objective A: Provide a variety of housing types and lot sizes for residents.
 - Strategy 1: Provide opportunities for multi-family housing units to be located in areas where higher density is acceptable and designed in a manner that would not be disruptive to surrounding neighborhoods.
 - Strategy 2: Encourage multifamily and higher density housing near schools, transit stations and commercial areas.
 - Objective B: Promote in-fill housing improvements.
- Goal 11: Prevent homeless in Middleton.
 - Objective A: Promote affordable housing for residents with a range of income levels.

The request would help to provide a variety of housing types and lot sizes for residents, provide opportunities for multi-family housing units to be located in an area that already contains zoning for higher density housing, encourage multifamily housing near transit stations and commercial areas, and promote in-fill housing improvements and affordable housing for residents with a range of income levels. The subject site is located close to commercial areas and downtown with a variety of shopping and service options, and is just north of a future transit oriented development and transit station.

5. PLANNING AND ZONING RECOMMENDATION: The Planning and Zoning Commission recommended that the City Council approve the request for a rezone from R-3 (Single-Family Residential) to M-F (Multiple-Family Residential).

6. CONCLUSION

The rezone from R-3 (Single-Family Residential) to M-F (Multiple-Family Residential) is in harmony with the city's comprehensive plan and complies with city standards because it is an infill project, provides opportunities for multi-family housing, and promotes affordable housing.

Reviewed and Reported by Randall Falkner, November 27, 2018



CITY OF MIDDLETON
6 NORTH DEWEY AVENUE, MIDDLETON, ID 83644
208-585-3133, Fax: 208-585-9601
WWW.MIDDLETONIDAHO.US



Planning Department

Planning and Zoning Application

Rev: 8/31/2016

Date of acceptance: 10/18/18

Accepted by: RF

Fee paid: \$ 1.23/672.00 1030.9500

Property Owner:

ELIZABETH A. ROBLES (925) 759-8603
Name Phone Email
P.O. BOX 446 MIDDLETON, ID 83644
Address City, State Zip

Representative:

N/A
Name Phone Email
Address City, State Zip

Application Type:

- | | | |
|------------------------------------------------------------------------------|--------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Annexation and Zoning | <input checked="" type="checkbox"/> Rezone | <input type="checkbox"/> Development Agreement |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Final Plat | <input type="checkbox"/> Vacate Right-of-Way |
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Variance | <input type="checkbox"/> Ordinance Amendment |
| <input type="checkbox"/> Comprehensive Plan Map or Text Amendment | <input type="checkbox"/> Design Review | <input type="checkbox"/> Waiver |
| <input type="checkbox"/> Amend or Terminate a Recorded Development Agreement | | |

Site Information:

Address: 330 IDAHO ST.
Crossroads: S. MIDDLETON RD.
Assessor's Tax Parcel No(s): 18104010
Total Acres: 0.12 Next to City limits? N/A
Existing Zoning: R3 Proposed Zoning: MF
Floodplain Zone: NO Hillside (grades exceeding 10%): N/A

ELIZABETH A. ROBLES
Property Owner's Printed Name

[Signature]
Property Owner's Signature

OCT 18, 2018
Date

RF
City Official Accepting Application



CITY OF MIDDLETON

6 NORTH DEWEY AVENUE, MIDDLETON, ID 83644
208-585-3133, FAX: 208-585-9601
WWW.MIDDLETONIDAHO.US

Planning Department

Planning and Zoning Application

Rev: 8/31/2016

Date of acceptance: 10/18/18
Accepted by: [Signature]
Fee paid: \$ _____

Checklist - A complete Planning and Zoning Application must include the following.

- ☒ **Planning and Zoning Application Form Notice** (incomplete applications will not be accepted).
- ☒ **Application Fee** (see Fee Schedule). Note: Any city engineering and attorney expenses throughout the approval process that are related to an application are billed to the applicant in addition to the application fee.
- ☒ **Proof of Ownership:** attach a copy of the recorded deed or purchase agreement.
- ☒ **Property Boundary Description** including reference to adjoining road and waterway names that is signed and stamped by a land surveyor registered in the State of Idaho. If more than one zoning designation is being requested, separate legal descriptions are required for each zoning designation.
- ☒ **Vicinity Map:** attach an 8 1/2" x 11" map showing the subject property in relation to land around it that includes the nearest public roads.
- ☒ **Neighborhood Meeting:** If applicable, attach original sign-up sheet.
- ☒ **Narrative:** attach a brief statement describing the reason for the application and desired outcome, including the following:
 - Existing and proposed zoning and land use(s)
 - How the proposal is harmonious with the city's comprehensive plan
 - Anticipated adverse impacts on neighbors
 - Proposed buffers types and locations, if any
 - Information helpful to decision-makers:
 - If a **Conditional Use Permit** application, see Middleton City Code 5-3-4
 - If a **Variance** application, see Middleton City Code 5-3-5
 - If a **Waiver** application, see Middleton City Code 6-7-1.
- ☐ If applicable, attach proposed **Development Agreement**.
- ☐ If applicable, attach proposed **Preliminary Plat**
- ☐ If applicable, attach proposed **Final Plat**
- ☐ If applicable, attach required "Materials and Information" for **Design Review** (see Middleton City Code 5-5-5)
- ☒ **Mailing Labels:** Adhesive mailing labels containing the names and addresses of property owners within 300 feet of the external boundaries of the subject property (available at Canyon County Assessor's office).

☐ **Complete Application (Staff check this box and initial when complete):** _____



CITY OF MIDDLETON
P O Box 487 AVENUE, MIDDLETON, ID 83644
208-585-3133, Fax: 208-585-9601
WWW.MIDDLETON.ID.GOV

Planning Department
Conditional Use Permit Checklist
Rev: 09/13/2017

Property Owner(s): ELIZABETH A. ROBLES

Please answer the following questions:

1. Property Size: 5,361 SQ FT.
2. Crossroads: S. MIDDLETON RD.
3. Future Land Use Designation: RESIDENTIAL
4. Surrounding Land Uses: RESIDENTIAL, MULTI FAMILY. AND MULTI USE
5. If approved, what is the expected effect on roadways and traffic? NO EFFECT

6. Will the proposed use generate a nuisance of light, glare, noise, vibration, smoke, fumes, odor, dust, etc.?

NO

If applicable:

Days and hours of operation: N/A

Number of employees (full-time): N/A (part-time): _____

Number of employees (living on-site): N/A (living off-site): _____

Frequency of deliveries: N/A Location of deliveries: _____

Commission Evaluation: A public hearing will be scheduled before the Planning and Zoning Commission, which will review the application, receive verbal and written comments, and make a final decision based on the standards identified in Middleton City Code 5-3-4 and other applicable code sections.

How will the proposed use be harmonious with the goals, objectives, and strategies in the Comprehensive Plan?

HOUSING GOAL 10, OBJECTIVE "A". STRATEGY 1 & 2. OBJECTIVE "B"

Will the proposed use be served adequately by essential public facilities and services (pathways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer and schools or will the proposed use create excessive additional requirements at public cost for public facilities and services?

NO CREATE ADDITIONAL COST

Will the proposed use be injurious to others by involving activities, processes, materials, equipment or conditions of operation that will be hazardous, or a nuisance to a person, or to existing or future neighboring uses? Nuisance means excessive traffic, vibration, noise, dust, fumes, glare, or odors or other similar nuisances.

NO.

QUITCLAIM DEED

FOR VALUE RECEIVED, JUANA E. VELORIO VALDIVIA, A SINGLE WOMAN
does hereby convey, release, remise and forever quit claim unto ELIZABETH A. ROBLES
202 SOUTH MIDDLETON RD. MIDDLETON, ID 83644

whose current address is:

the following described premises:

SEE ATTACH

[Legal Description]

2018-040430

RECORDED

09/11/2018 09:15 AM



00392094201800404300020026

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 PBRIDGES

\$15.00

DEED

ELIZABETH ROBLES

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 9/11/18

By: [Signature]

[Grantor's Name]

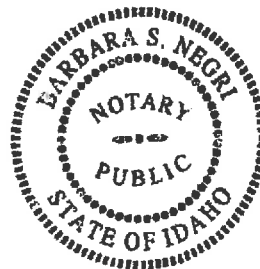
State of Id, County of Canyon

This record was acknowledged before me on 9-11-18 by Juana E. Velorio Valdivia

Signature of notary public

Commission Expires: 10/13/2022

Barbara S. Negri





Unlimited Boundaries, Inc. dba ALS
LAND SURVEYING & PLANNING
1103 W. Main St.
Middleton, Idaho 83644
208-585-5858 866-716-5253 fax

**DESCRIPTION FOR
JUANA VELORIO
PARCEL 2**

The following describes a parcel of real property lying within a portion of Lot 1, Block 2, Plat of Jones' Addition to Middleton, Idaho, also lying within a portion of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 7, Township 4 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho, more particularly described as follows:

Commencing at the southeast corner of said NW1/4 NE1/4; Thence, along the south boundary line of said NW1/4 NE1/4, North 89°34'52" West, 182.86 feet; Thence, departing said south boundary line, North 00°13'21" East, 30.25 feet to the southwest corner of Lot 12, Block 2, Plat of Jones' Addition to Middleton, Idaho; Thence, along the south boundary line of said Block 2, South 89°39'56" East, 182.62 feet to the southeast corner of said Lot 12; Thence, along the east boundary line of said Block 2, North 00°13'21" Easts, 550.72 feet to the southeast corner of said Lot 1; Thence, along the south boundary line of said Lot 1, North 89°43'55" West, 4.90 feet to the east right of way line of Middleton Rd; Thence, along said south boundary line of said Lot 1, North 89°43'55" West, 70.60 feet to the **POINT OF BEGINNING**;

Thence, along said south boundary line, North 89°43'55" West, 107.12 feet to the southwest corner of said Lot 1;

Thence along the west boundary line of said Lot 1, North 00°13'21" East, 50.04 feet to the northwest corner of said Lot 1 and the south right of way line of Idaho St;

Thence, along the north boundary line of said Lot 1 and said south right of way line, South 89°44'18" East, 107.12 feet;

Thence, departing said north boundary line, South 00°13'21" West, 50.05 feet to the **POINT OF BEGINNING**, containing 0.123 acres or 5,361 square feet more or less and is subject to any easements or reservations.



CITY OF MIDDLETON

P O Box 487 AVENUE, MIDDLETON, ID 83644
208-585-3133, Fax: 208-585-9601
WWW.MIDDLETON.ID.GOV

Planning Department **Conditional Use Permit Checklist**

Rev: 09/13/2017

Conditions of Approval: When approving a conditional use permit, conditions may be attached to:

- Minimize Impact on other development;
- Control sequence and timing;
- Establish duration of the use;
- Assure the development is maintained properly;
- Designate the location and nature of development, including signs;
- Require the provision for on-site or off-site public facilities or services;
- Require more restrictive standards than those generally required in ordinance;
- Specify the period of time for which a permit is issued and conditions which, if not followed, will bring about revocation of the conditional use permit; and
- Require mitigation of effects of the proposed use upon service delivery by any political subdivision of the State of Idaho providing services within the planning area (Middleton's area of city impact).

October 18, 2018

City of Middleton
Planning and Zoning Department

Letter of request change zoning in 330 Idaho St. from R3 to MF

We are Marco and Elizabeth Robles. Owners of a lot located at 330 Idaho St. Middleton, Id 83644. Currently our lot is zoning R3.

We respectfully request to change zoning to Multi Family (MF) and special use permit to this particular lot. The reason to change the zoning is because the size and shape does not meet the setbacks to build single residence house, which is why we request to change zoning to MF and special use permit to build a two story duplex.

At the present our lot is surrounding with MU, MF and R3 zoning, in other words our lot is around duplexes, rental mobile homes, market and residential. Our lot is parcel 2 and 5,361 sq ft. We also requesting special use permit to except the requirement to side setbacks because the size and shape of our lot does not meet the city request.

We think that our request is reasonable considering the type of premises that are around our lot. The change of zoning will not affect or compromise in anyway to the community or the city future development. In the other hand will create new living spaces considering the shortage availability of housing for rent in our city.

We thank you for your attention to this matter.

Sincerely

Marco & Elizabeth Robles

the PINES

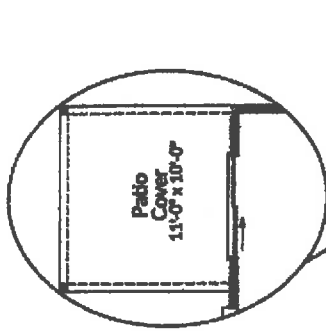
Great Room Concept
Second Story Utilities
Optional Covered Patio
Optional Shake Exterior

2,424 SF | 3 BED | 1.5 BATH

EXTERIOR ELEVATION OPTIONS

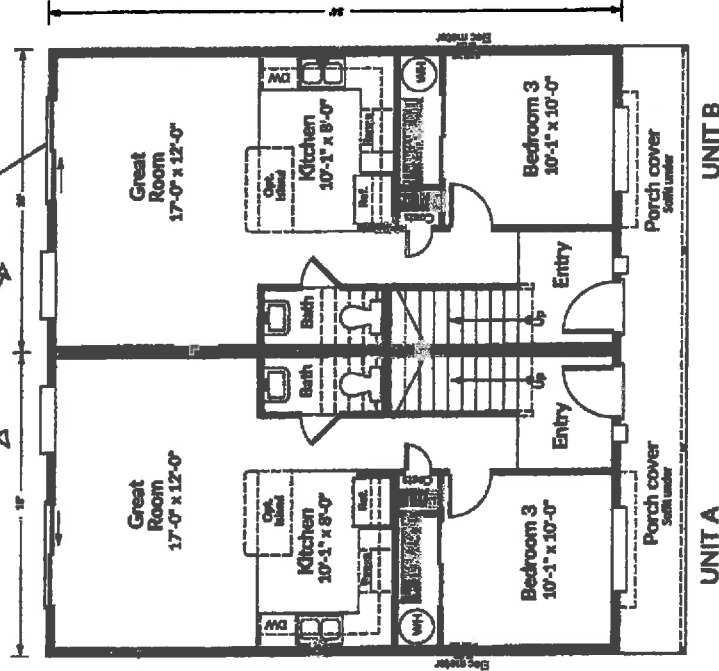


View all elevation options at
www.AdditHomes.com



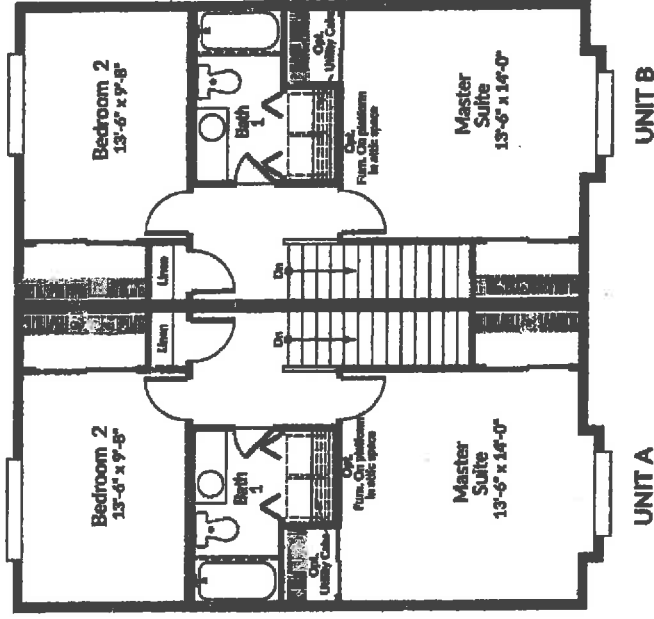
1,212 SF

Optional Patio Cover



FIRST FLOOR

1,712 SF



SECOND FLOOR

www.AdditHomes.com

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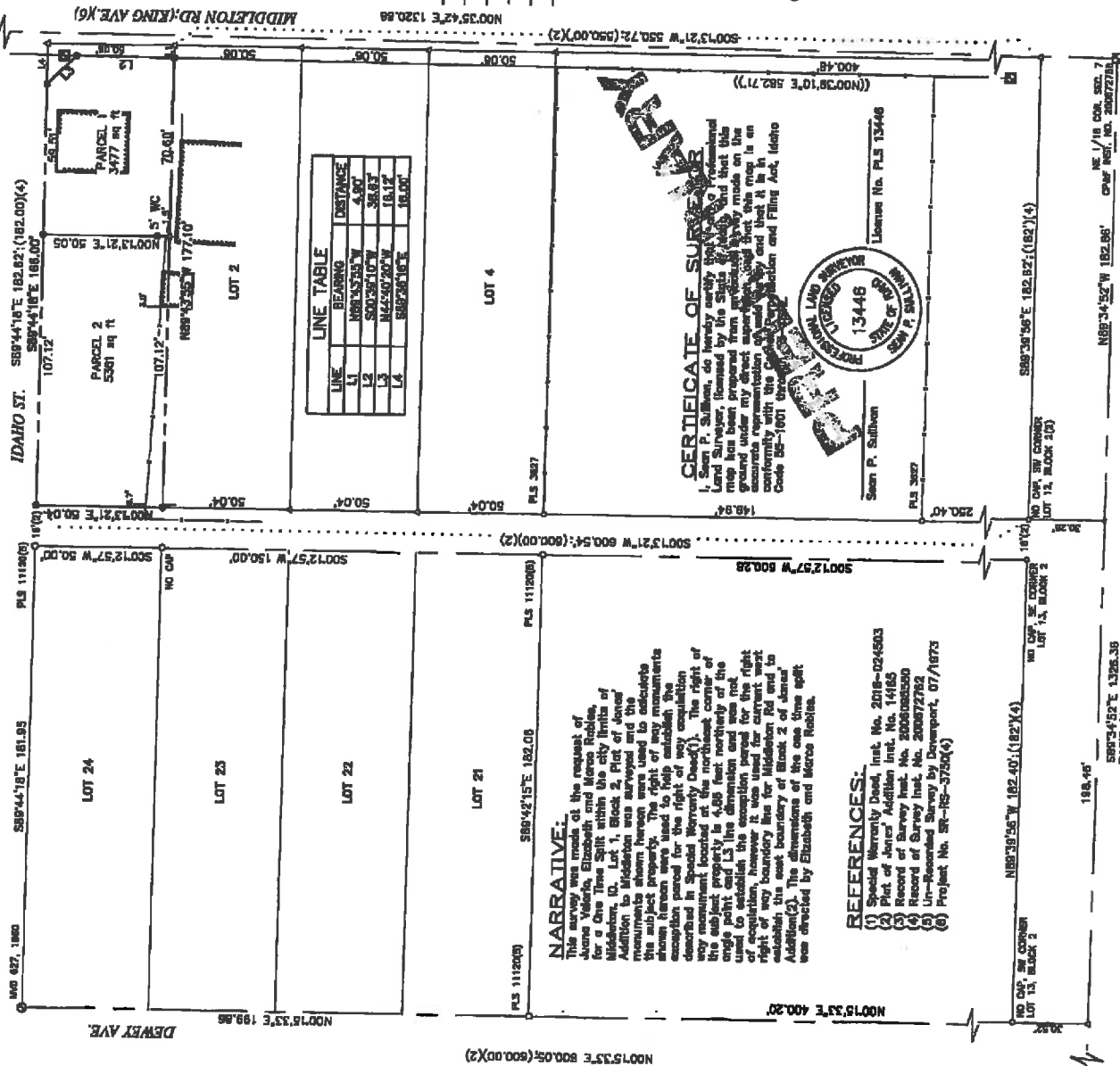


CANYON COUNTY LISTINGS - R18104010 300 ft.
October 2, 2018

Account	Address	City	State	Zip Code	Owner One	Owner Two	In Care Of
R18117010	4337 W SUGARBERRY CT	EAGLE	ID	83616	ASBURY JOHN C	ASBURY KATE	
R18117011	1914 N SPRINGS HOLLOW PL	STAR	ID	83669	AUS WILLIAM	AUS LISA S	
R181428	220 S DEWEY AVE	MIDDLETON	ID	83644	BECKWITH JESSE	BECKWITH ASHLEY	
R39887102	4050 W SILVER TERRACE RD	MERIDIAN	ID	83642	BIRD ROGER N	BIRD ANN ALEEN	
R18106	PO BOX 704	MIDDLETON	ID	83644	BUTLER LILA F		
R181013	621 WASHINGTON ST S	TWIN FALLS	ID	83301-5519	CIM LLP		
R18111	PO BOX 364	MIDDLETON	ID	83644	EELLS MERL D AND ELYONDA RAE REVOCABLE LIVING TRUST		
R18108	PO BOX 98	MIDDLETON	ID	83644	GUINICS FAMILY TRUST	GUINICS MARY C TRUSTEE	
R18109	PO BOX 98	MIDDLETON	ID	83644	GUINICS FAMILY TRUST	GUINICS MARY C TRUSTEE	
R18110	PO BOX 98	MIDDLETON	ID	83644	GUINICS FAMILY TRUST	GUINICS MARY C TRUSTEE	
R18099	PO BOX 1573	NAMPA	ID	83653-1573	KINGS CREEK LLC		
R18101	PO BOX 1573	NAMPA	ID	83653-1573	KINGS CREEK LLC		
R18101	PO BOX 1573	NAMPA	ID	83653-1573	KINGS CREEK LLC		
R18107	502 N HAWTHORNE AVE	MIDDLETON	ID	83644	LEPEL PATTI JO		
R18097	320 E MAIN ST	MIDDLETON	ID	83644	LINDBLOOM JOHN C	LINDBLOOM PATSY T	
R18102	320 STAR BLVD	MIDDLETON	ID	83644	LINDBLOOM JOHN C	LINDBLOOM PATSY H/W	
R18098	PO BOX 487	MIDDLETON	ID	83644-0487	MIDDLETON CITY OF		
R17996102	PO BOX 9325	BOISE	ID	83707	MIDDLETON VILLAGE PARTNERS		
R18117012	10096 W FAIRVIEW AVE NO 160	BOISE	ID	83704	MOUNTAIN WEST IRA INC FBO WILLIAM AUS IRA		
R18117	10096 W FAIRVIEW AVE NO 160	BOISE	ID	83704	MOUNTAIN WEST IRA INC FBO WILLIAM AUS IRA		
R18104010	202 S MIDDLETON RD	BOISE	ID	83704	ROBLES ELIZABETH A		
R18104	PO BOX 446	MIDDLETON	ID	83644	ROBLES ELIZABETH A		
R18422	515 G ST #221	JACKSONVILLE	OR	83644	ROBLES ELIZABETH AURORA		
R18100	8325 SAGE RUN LN	MIDDLETON	ID	83644	TOLEDO ENTERPRISES LLC		
R18116	5570 N SUN SHIMMER AVE	MERIDIAN	ID	83645	TRIMMER SHAWN		
R18105	208 S MIDDLETON RD	MIDDLETON	ID	83644	VANZANDT DANNY R SR		
R18115	227 S DEWEY AVE	MIDDLETON	ID	83644	WARREN DARCY JAY		
					WOODLING KEVIN H		
					TRIMMER BRITTNEY		
					VANZANDT PATRICIA MORSE H/W		
					WARREN HOLLY ANN		
					ATTN. GARRETT GOLDBURG		
					ELIZABETH AURORA ROBLES		
					CENTURY 21 LINDBLOOM REALTY =		

PROPERTY LISTING DISCLAIMER

This information should be used for informational use only and does not constitute a legal document for the description of these properties. Every effort has been made to insure the accuracy of these data & is subject to change without notice. However, the Assessor's Office assumes no liability nor do we imply any particular level of accuracy. The Canyon County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of these property listings.



This survey was made at the request of James Velez, Elizabeth and Marco Robins for a One Time Split within the city limits of Middletown, Ct. Lot 1 Block 2, City of "Jewel".

In addition, to Middletown was surveyed and monuments shown between were used to establish the subject property. The right of any monuments shown herein were used to help establish the exception parcel for the right of way acquisition occurred in Special Warranty Deed(1). The right of way subject monument located at the northern corner of the subject property is 4.09 feet northwesterly of the centerline of the street.

The purpose of this survey was to determine and was used to establish the right of way boundary line for the right of way acquisition, however it was agreed for the right of way boundary line for Middletown field in Block 2 of Jewel.

Additional(2). The dimensions of the one time split was directed by Elizabeth and Marco Robins.

- (1) Special Warranty Deed, Inst. No. 2018-024503
- (2) Plat of Jones' Addition Inst. No. 14185
- (3) Record of Survey Inst. No. 2006082550
- (4) Record of Survey Inst. No. 200872762
- (5) Un-Recorded Survey by Developer, 07/1873
- (6) Project No. SR-RS-3750(4)

C-N 1/18 CON. SEC. 7
CP&F INST. NO. 20087275
58934'52"E 945.04'

N89°34'52"W 182.86'

INDEX No. 424-07-2-4-0-02-31

RECORD OF SURVEY

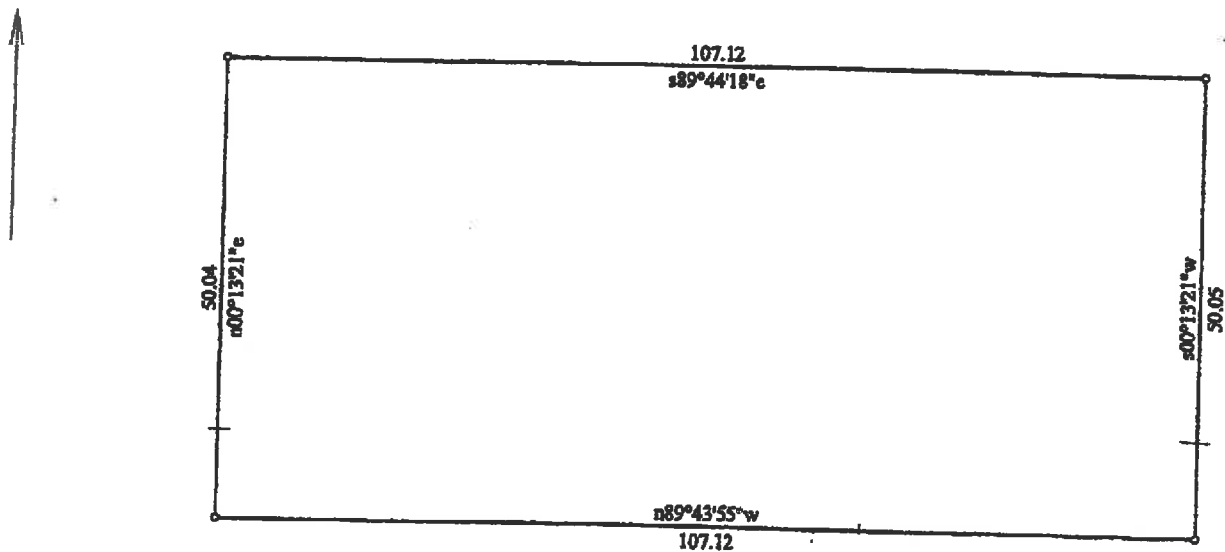
JUANANA VELDRIO

LOT 1 BLOCK 2 JONES' ADDITION TO MIDDLETON
LYING IN THE NW1/4 OF NE1/4 SECTION 7,

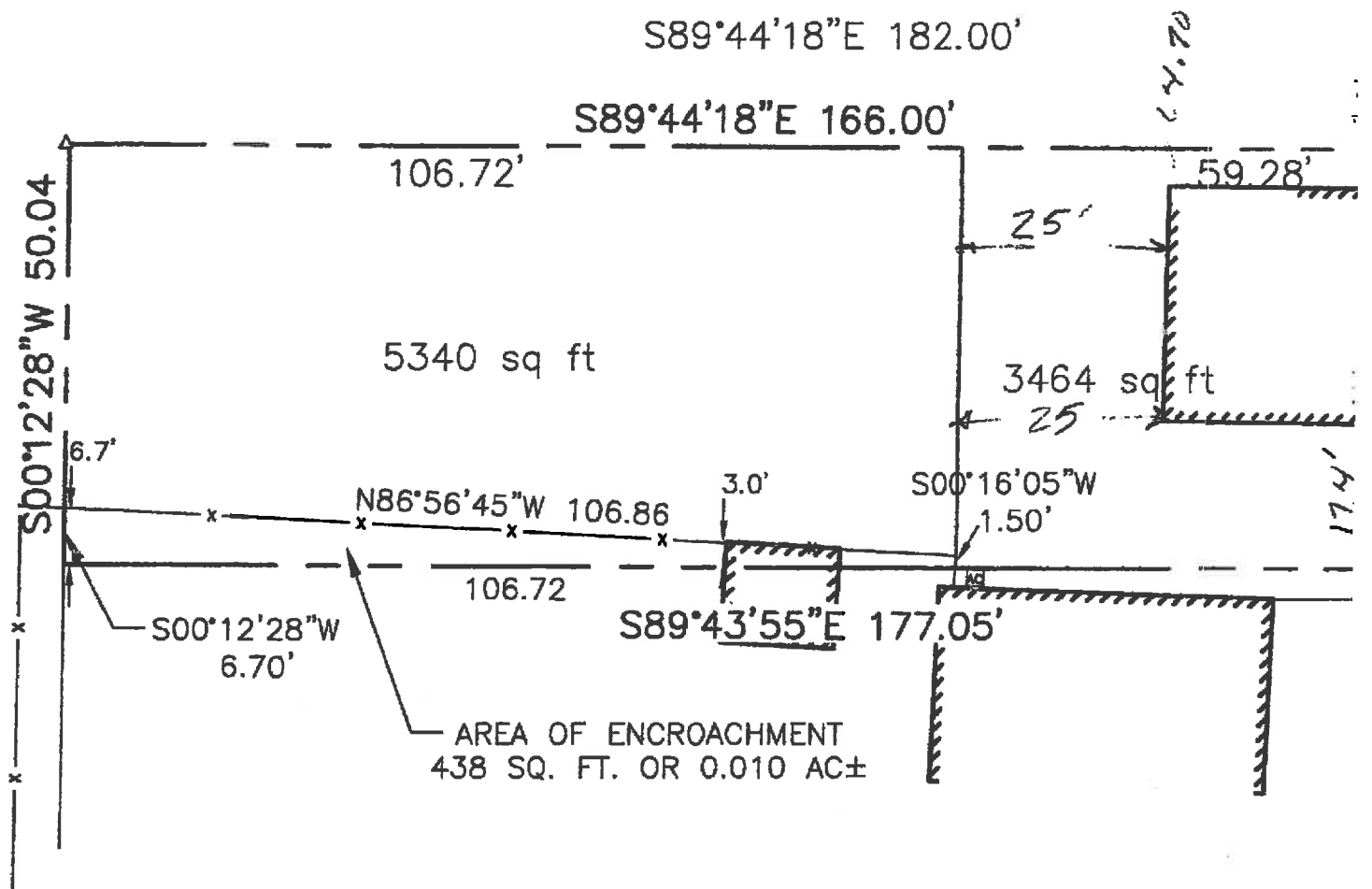
SCALE: 1" = 30'	DWG: MEY	CHK: SP8	SHEET: 1 OF 1
DATE: July 13, 2010		FILE: 9222-01 P03.dwg	

ALS

Surveyors • Planners
1103 West Main Street
Middleton, Idaho
208-588-5858

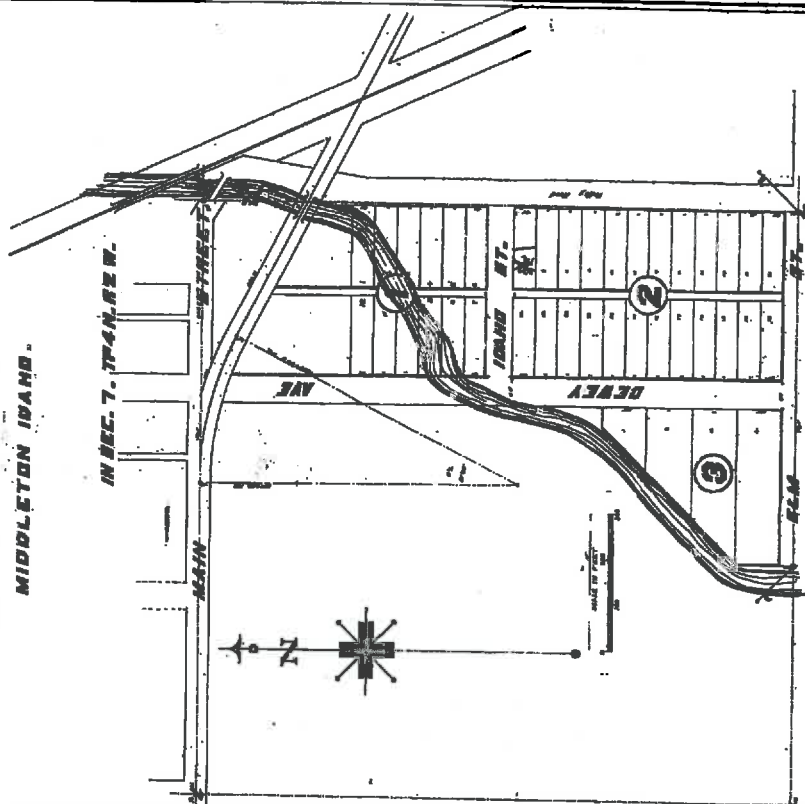


Title:		Date: 07-12-2016
Scale: 1 inch = 20 feet	File: PARCEL 2.des	
Tract 1: 0.123 Acres: 5361 Sq Feet: Closure = s00.2858w 0.00 Feet: Precision =1/161637: Perimeter = 314 Feet		
001=n89.4355w 107.12	003=s89.4418e 107.12	
002=n00.1321e 50.04	004=s00.1321w 50.05	



MIDDLETON IDAHO

IN DEC. 7, 1944, RZN-

[illegible]

Charles Jones
Edward H. Jones

[illegible][illegible]

Subscribed and sworn to before me on 21 day of June, 1904

Chas. L. Mumby
 Notary Public
 for the State of New York

MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, UTAH, VERMONT, VIRGINIA, WASHINGTON, WEST VIRGINIA, WISCONSIN, WYOMING.

Form No. 1-4508.

CERTIFICATE
I hereby certify that
the Justice of the Peace
for the County of
in the County of
County, State of
County, State of

10-13-18

11⁰⁰ AM.

[illegible]

October 5, 2018

City of Middleton
Planning and Zoning Department
Neighbors

We are Marco & Elizabeth Robles. My address is 202 S. Middleton Rd. Middleton ID, 83644.

The reason of this letter is inform them I am request change zoning from R3 (Residential) to MF (Multifamily).

We own a vacant lot in 330 Idaho St in Middleton ID 83644. This lot is 0.123 Acres. (5,361 SQF). Our intention is build a duplex house with 3 bedrooms, 2 bathrooms with two parking spaces each unit. We asking for this change, because is better that a big space for weeds, and build. Around our lot we found R3 (residential), and MU (multi uses) properties.

Our intention with this change is to create a better view of the block and the same time an opportunity a better house living for people who do not have house or start a new life.

I invite to the meeting

Date: Saturday October 13, 2018

Time: 11:00 am


Place: Library of Middleton.

Thank you

Marco & Elizabeth Robles.

10-11-18

On behalf of Gunics Family Trust, I have no objection to Mr. and Mrs. Robles' request to change the zoning described in the above letter.


Joe Gunics
222 So. Middleton Rd.
Middleton, ID 83644

18160TMEasy PeelTM Address Labels
Bend along line to expose Pop-up EdgeTMGo to avery.com/templates
Use Avery Template 5160

John Ashbury
4337 W Sugarberry Ct
Eagle, ID 83616

William Aus
1914 N Springs Hollow Pl
Start, ID 83669

Jesse Beckwith
220 S Dewey Ave
Middleton, ID 83644

Roger Bird
4050 W Silver Terrace Rd
Meridian, ID 83642

Roger Bird
4050 W Silver Terrace Rd
Meridian, ID 83642

CJM LLLP
621 Washington ST S
Twin Falls, ID 83301-5519

**EELLS Meri D and Elvonda RAE Revocable
Living Trust**
P. O. Box 364
Middleton, ID 83644

Gunics Family Trust
P.O. Box 98
Middleton, ID 83644

Kings Creek LLC
P. O. Box 1573
Nampa, ID 83653-1573

Patti Lepel
502 N Hawthorne Ave
Middleton, ID 83644

John Lindbloom
320 E Main St
Middleton, ID 83644

John Lindbloom
320 Start BLVD
Middleton, ID 83644

City of Middleton
P. O. Box 487
Middleton, ID 83644

Middleton Villages Partners
P. O. Box 9325
Boise, ID 83707

**Mountain West IRA INC FBO
William Aus IRA**
10096 W Fairview Ave # 160
Boise, ID 83704

Toledo Enterprises LLC
515 G St # 221
Jacksonville, OR 97530

Shawn Trimmer
8325 Sage Run Ln
Middleton, ID 83644

Danny Vanzandt
5570 N Sun Shimmer Ave
Meridian, ID 83646

Jay Warren
208 S Middleton Rd.
Middleton, ID 83644

Kevin Woodling
227 S Dewey Ave
Middleton, ID 83644

Étiquettes d'adresse Easy Peel[®]Realisez à la déchirure afin de révéler le rebord Pop-up[®]Allez à avery.ca/gabarits

Utilisez le Gabarit Avery 5160



18160™

John Asbury
4337 W Sugarberry Ct
Eagle, ID 83616

Roger Bird
4050 W Silver Terrace Rd
Meridian, ID 83642

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Use Avery Template 5160

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William Aus IRA**
10096 W Fairview Ave # 160
Boise, ID 83704

Danny Vanzandt
5570 N Sun Shimmer Ave
Meridian, ID 83646

7

Immediate Avail

City of Middleton
420F Backhoe Loader

New Machine

NJPA Contract

7 year
5
4.69%
19,100.00 \$1.30
25,000.00 \$1.50

Machine List Price	\$ 148,446.00
NJPA Customer Discount (18%)	(\$ 32,658.12)
Additional Discount to City of Mountain Home	(\$ 6,887.88)
City of Middleton Discounted Sale Price	\$ 108,900.00 116,900
Annual Payments (5 in advance)	\$ 13,085.49 15 50

Machine comes with 5 Year 2,500 Hour Buyback of \$65,000 with approved buyback letter

Machine comes with 1 year full machine warranty

5 Year 2,000 Hour Governmental Failsafe Warranty is \$8,000 additional
-100% Warranty coverage and includes all wet filters.

5 Year 2,000 Hour Powertrain + Hydraulics is \$1,500 additional

*Please reference Sales Agreement Q116068 for terms and conditions

*See page #2 of contract for machine list pricing



SALES AGREEMENT

AGREEMENT: Q000116068-3

AGREEMENT DATE: 11/8/2018

AGREEMENT EXPIRES: 11/17/2018

WAREHOUSE: Meridian Machine Sales

CUSTOMER NO.: 5858200

CUSTOMER PO:

SALESMAN: Jason F Warriner

SOLD TO:

City Of Middleton
PO Box 487
Attn: Melissa
Middleton, ID 83644-0487

SHIP TO:

Office
PO Box 487
Attn: Melissa
Middleton, ID 83644-0487

Jason.Warriner@wseco.com

ITEM DESCRIPTION

PRICE

2018 Caterpillar 420F2 Industrial Loader S/N: HWC03914 SMU: 6 hrs ID:E0038789

\$108,900.00

- Caterpillar 24" HD BKT 6.2CFT 416-430 D/E/F S/N: BL171125662 ID: E0031791
- Caterpillar 12" HD BKT 2.8CFT 416-430 D/E/F S/N: BI180701996 ID: E0042010
- Caterpillar THUMB 420E S/N: TBD
- Delivery Freight
- New Warranty - 12 mo 8,760 hrs - PREMIER

Notes

Before Tax Balance	\$108,900.00
Sales Tax	\$0.00
Trade Payoff	\$0.00
Downpayment	\$0.00
Net Due	\$108,900.00

Western States Equipment

City Of Middleton

Order Received by _____

Approved and Accepted by _____

Title Salesman _____ Date _____

Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000116068-3

EQUIPMENT DETAILS

4508448 420F2 BHL ST, TIER 4, HRC - \$86,160.00	4508730 STICK, EXTENDABLE, 14FT - \$4,730.00
4508616 PT, 4WD, AUTOSHIFT - \$13,070.00	4508757 ENGINE, 74.5KW,C4.4 ACERT, T4F - \$6,930.00
4508527 HYDRAULICS, GP, 6FCN/8BNK, ST - \$1,435.00	4508683 CAB, DELUXE - \$8,230.00
3952942 SEAT, DELUXE FABRIC, HEATED - \$1,405.00	2061748 SEAT BELT, 3" SUSPENSION - \$107.00
4508715 AIR CONDITIONER, T4 - \$2,400.00	2823855 TIRES, 12.5 80-18/21L-24, FS - \$2,290.00
3379696 COUNTERWEIGHT, 1015 LBS - \$1,730.00	9R6007 STABILIZER PADS, FLIP-OVER - \$329.00
3377388 BUCKET-GP, 1.4 CYD - \$3,351.00	9R5321 CUTTING EDGE, TWO PIECE - \$331.00
4309944 INSTRUCTIONS, ANSI - \$0.00	3982681 RIDE CONTROL - \$1,460.00
3982853 LINES, COMBINED AUX, E-STICK - \$3,430.00	4470049 PRODUCT LINK, CELLULAR, PL641I - \$0.00
3982882 COLD WEATHER PACKAGE, 120V HRC - \$765.00	4237607 PLATE GROUP - BOOM WEAR - \$212.00
3531389 GUARD, STABILIZER - \$820.00	4916734 WORKLIGHTS (8) HALOGEN LAMPS - \$0.00
5402298 RADIO, FM BLUETOOTH - \$540.00	4447500 COUPLER, PG, MANUAL, DUAL LOCK - \$2,026.00
4218926 SERIALIZED TECHNICAL MEDIA KIT - \$0.00	0P9002 LANE 2 ORDER - \$0.00
0P0210 PACK, DOMESTIC TRUCK - \$0.00	4616839 SHIPPING/STORAGE PROTECTION - \$199.00
4621033 RUST PREVENTATIVE APPLICATOR - \$106.00	0P0070 - \$0.00
2193387 BUCKET-HD, 24", 6.2 - \$1,683.00	0P0070 - \$0.00
1783593 PINS, BUCKET, BHL-F, - \$168.00	2193411 BUCKET-HD, 12", 2.8 - \$1,428.00
2825410 THUMB, STIFF LINK AR, W/O TINE - \$2,694.00	2214283 THUMB, TINE, A 3 - \$417.00

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "AS IS" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "EQUIPMENT FAILURE/LIMITATION OF REMEDIES" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____	WESTERN STATES EQUIPMENT COMPANY
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: Salesman
Date: _____	Date: _____



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines

New Warranty - 12 mo 8,760 hrs & PREMIER

OWNER's NAME

OWNER PHONE

City Of Middleton

OWNER ADDRESS, CITY and ZIP CODE

PO Box 487 Attn: Melissa Middleton, ID 83644-0487

EXTENDED WARRANTY COVERAGE

MODEL	PRODUCT DESCRIPTION	HOOR METER	SERIAL NUMBER	DELIVERY DATE
420F2	420F2 Industrial Loader	6	HWC03914	

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE :

DATE:

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE :

DATE:

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product or the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

☐ Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF
ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	420F2	HWC03914	6		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No, Fabricante y Modelo o N/P 24" HD BKT 6.2CFT 416-430 D/E/F	Mfr. & Model or Part No, Fabricante y Modelo o N/P 12" HD BKT 2.8CFT 416-430 D/E/F	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
Serial No. BL171125662 N/S	Serial No. B1180701996 N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print) City Of Middleton
Nombre del Cliente (con letra de imprenta)

Dirección postal completa PO Box 487 Attn: Melissa Middleton, ID 83644-0487

Country USA
país

Delivery service on this machine has been completed, including the following items. Check () when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia. | <input type="checkbox"/> 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas. |
| <input type="checkbox"/> 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos | <input type="checkbox"/> 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03). |

User's Signature
Firma del usuario

Dir. Rep. Signature
Firma del representante
del distribuidor

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine.
- ☐ Show location of all serial numbers on machine.

Lubrication and Maintenance.

- ☐ Explain Maintenance Guide.
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- ☐ Asegúrese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegúrese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- ☐ Explicar el Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- ☐ Explicar la Guía de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.

8

RESOLUTION 419-18

A RESOLUTION OF THE MIDDLETON CITY COUNCIL, MIDDLETON, CANYON COUNTY, IDAHO, ADDING TREE TYPES ALLOWABLE ADJACENT TO RIGHTS OF WAY, CHANGING REQUIRING SDR9 CTS PIPE SIZE ONLY, SETTING THE MINIMUM LEVEL OF SERVICE FOR INTERSECTION OPERATION IN THE CITY OF MIDDLETON TO LEVEL C AND UPDATING THE REQUIREMENTS FOR PROJECT COMPLETION PACKETS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Middleton deems it to be in its best interest to have a manual establishing standard for public works construction within the City; and

WHEREAS, the City's current public works construction manual is in need of revision to update the City's policies to ensure that road, stormwater, water and wastewater sections are appropriate; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Middleton, Idaho, hereby amends the Middleton Supplement to the Idaho Standards for Public Works Construction to the City of Middleton Standards for Public Works Construction, as attached hereto as Exhibit A.

ADOPTED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, THIS 5th day of December, 2018.

CITY OF MIDDLETON

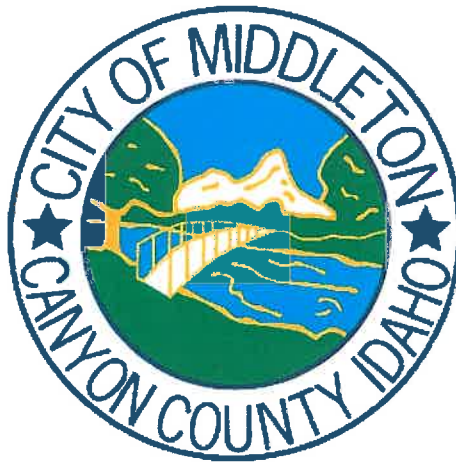
Darin Taylor, Mayor

ATTEST:

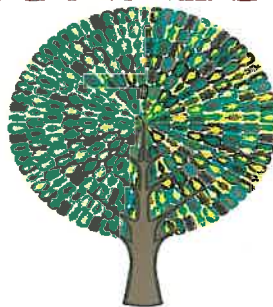
Dawn M. Dalton, Deputy City Clerk

THE CITY OF MIDDLETON

Supplement to the
Idaho Standards for Public Works Construction



MIDDLETON
CONNECTS



ART
HISTORY
PARKS
PATHWAYS &
TECHNOLOGY

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SUMMARY

The City of Middleton has adopted the most current edition of the Idaho Standards for Public Works Construction (ISPWC). Prior to any work or construction being accepted by the City for use by the public, the work must be completed in conformance with the ISPWC. The City has also developed construction standards in conjunction with the current edition of the ISPWC.

City standards include acceptable materials, construction practices, and other specific requirements which may not be covered under the ISPWC standards or may be supplemental to the ISPWC.

The intent of the Middleton Supplement to the ISPWC is not to conflict with the ISPWC but rather to supplement and specify construction methods, materials, sizes, and practices specific to the City of Middleton.

WATER

1. General:

All materials, construction, testing, and inspection shall be in accordance with the current ISPWC. Final construction plans and specifications shall be submitted to the City for review and approval prior to construction.

2. Fire Flow requirements:

The water distribution system is required to draft the following minimum fire flows for new development in the City:

Residential zones 1500 gpm

Other zones ISO Method on individual basis

The City Engineer shall review the existing water system, operations and conditions, review the layout of the water infrastructure proposed for the development, and then make recommendations to the City as to the water main line size (minimum 8-inches), any additional water source needed, and/or water storage requirements.

3. Fire Hydrants:

A. Spacing:

1. Hydrant spacing shall be a maximum of 600 feet in the residential zone, and shall be reviewed and approved by City staff and Middleton Rural Fire District.
2. Hydrant spacing in zones other than residential shall be determined on a case by case basis.
3. All water mains installed on cul-de-sacs or similar dead end streets shall have a hydrant located at the end of the water line;

B. Materials:

1. Fire hydrants shall be Mueller Centurion, no exception, and painted with two coats of fire safety color red hydrant enamel.
2. Flushing hydrants or blow-offs shall be 4" if permanent, 2" if temporary and manufactured by Kupferle or equivalent per ISPWC SD-405 and approved by the City.

4. Water Pipe, Fittings and Valves:

- A. Materials: All Water Pipe, Fittings, and Valves shall be in accordance with

current edition of the ISPWC. Water pipe, fittings and valves shall meet the following:

1. Water Pipe:
 - a. Class 52 cement-lined ductile iron pipe meeting ANSI/AWWA C151 for diameters of 6" to 64";
 - b. AWWA C900 - 07 PVC DR 18 pipe for diameters up to 12";
 - c. AWWA C909 - 07 PVC DR 18 for diameters larger than 12".
2. Fittings: ductile iron compact fitting ANSI/AWWA C153.
3. Valves:
 - a. Ductile iron flanged valves ANSI/AWWA C509 or C515.
 - b. Tracer wire at all valves shall be located on the outside of the valve box and pass between the valve box and the slip top. The wire is not allowed to come into the valve box from the bottom. The Developer shall test for continuity after installation. Test to be observed by the City.
 - c. Domestic manufactured valves are required to be installed unless otherwise specifically approved by the City. Water valves manufactured by Clow are not acceptable for installation in the City's water system.
 - d. Valves that are connected to the City main lines become City property. Valves shall only be operated by City personnel, per City code.

B. Testing: The Developer shall test water mains for pressure and absence of bacteria prior to permitting the water mains to be open to the City distribution system. City personnel shall be present during all water main testing. Failure to have City personnel present for testing is sufficient reason for requirement to re-test. Developer's engineer shall coordinate and observe testing and provide certification of testing and testing results to the City.

1. Pressure Testing: Water mains shall be pressure tested according to the specifications set forth in the current edition of the ISPWC. Exceptions to the ISPWC are as follows:

- If pressure during testing drops five (5) psi or more, the test is considered to have failed even if leakage is below allowable.
 - All valves shall be exposed prior to any testing and verified by the City to be open or closed.
2. Trench Compaction Testing: Developer shall test trench compaction and testing shall be by an independent materials testing laboratory, once every 300 feet of trench with a minimum of two test locations.
 3. Each hydrant shall be sampled for absence of bacteria or as otherwise approved by the City.
- C. Location: All water line locations will be approved by the City. In cases where water pipe crosses a non-potable water line, IDAPA 58.01.08.542.07 shall be strictly observed.
- D. Size: Water main sizes shall be the following except when otherwise recommended by the City Engineer for fire flows or other system conditions.
1. Minimum size is 8" in diameter.
 2. 12" diameter lines shall be placed when water mains are placed on or adjacent to section lines roads or quarter section line roads or as required in the Facility Plan.
- E. Valve configuration shall be as follows:
1. Tees shall have a valve on each branch.
 2. Crosses shall have valves on all legs.
- F. Cover: Water mains shall have a minimum of 42" cover and a maximum cover of 60". Cover greater than 60" may be allowed where obstructions occur, but must be specifically approved by the City.
- G. Dead-end Water Mains:
1. Dead end mains are to be avoided whenever possible and only permitted when phased development is approved.
 2. Dead-end water mains to be extended shall terminate with a valve followed by at least 10 feet of water line with an end cap and thrust block.
 3. Dead end water mains shall have a fire hydrant or blow off within 10 feet of the termination of the main unless otherwise permitted by the City.

- H. Contractors working in the City are not to open, close, or tamper with any valve per City code. The contractor shall notify the City when a valve needs to be opened or closed.

5. Water Services:

- A. Service Lines: Service lines may be polyethylene (SDR9 CTS) or Class K copper pipe from water meter to water main with minimum three-quarter inch (3/4") diameter for single service and a minimum of one and one half inch (1 1/2") diameter for double services. No splices in service line.
- B. Fittings: All fittings, connections, compression connections, bushings, adapters, setters and any miscellaneous materials are to be manufactured by Mueller or Ford. Galvanized or yellow brass fittings are prohibited.
- C. Double Water Meter Branch: The double water meter branch connection shall be used for double services. The double water meter branch shall be a compression fitting (to service line) by MIP (male iron pipe).
- D. Service Saddle: Saddles for water mains shall be ROMAC (single stainless steel strap) for water main less than 12" in diameter OR ROMAC (double stainless steel strap) for water main greater than or equal to 12" diameter. Saddle shall be FIP (female iron pipe) thread connection.
- E. Corporation Stop: Corporation stops shall be three-quarter inch (3/4") for a single service line and one and one-half inch (1 1/2") for a double service line. Corporation stop is required at all main-line connections. Corporation stop shall be set so the valve is accessible from the side. Corporation stop shall be MIP (to saddle) by compression connection (to service line).
- F. Curb Stop: Curb stops shall be ball valve type or City approved equivalent. Curb stop shall be FIP by FIP. A curb stop is required at the base of the meter setter on the water main side.
- G. Meter Setter Connection: Meter setter connection shall be multi-purpose thread (to meter yoke) by MIP.
- H. Meter Setter: Meter setters shall be an 18" minimum Mueller #B-2404-2, three-quarter inch by three-quarter inch (3/4" x 3/4") and have a dual vertical check valve. Connections shall be multi-purpose thread. Meter setter shall be centered

in the meter vault.

- I. Customer Connection: A meter setter connection (multi-purpose thread by compression connection) and a five (5) foot section of service line pipe shall be extended on the customer side of the meter vault with a temporary plug. A water-tight plug is required in high ground water areas.
- J. Meter Vaults: Single Meters: Meter vaults shall be made of 18" smooth interior corrugated HDPE pipe, ADS N-12. Meter vault lids shall be 18" Tyler type 6150 with single knockouts in place.
- K. Location: Water services shall be located with the center of the can approximately 24 inches behind the back of sidewalk unless otherwise approved by the City. The elevation of the meter lid shall be 0.2 ft above back of sidewalk.
- L. The developer or property owner shall provide and install all materials for water services except the water meter. Water meter will be provided by the City.

SANITARY SEWER:

1. **General:**

All materials, construction, testing, and inspection shall be in accordance to the current edition of the ISPWC.

2. **Sanitary Sewer Pipe:**

- A. Materials: Sewer pipe shall be ASTM 3034 SDR 35 PVC pipe or City approved equivalent. Trench backfill shall be Type A backfill according to the specifications set forth in the current edition of the ISPWC.
- B. Testing: Sanitary Sewer Mains shall be pressure tested and grade tested by the Developer prior to the sewer main being accepted by the City. City personnel shall be present during sewer main testing. Failure to have City personnel present during all testing is sufficient reason for requirement to retest. Developer's engineer shall provide certification of testing and testing results to the City.
 - 1. Pressure Testing: Sanitary Sewer mains shall be pressure tested according to the specifications set forth in the current edition of the ISPWC.
 - 2. Visual Test: The Developer shall provide CCTV (closed caption television) of all sections of sewer mains to the City. All visible leaks shall be

repaired, even if the leakage may be below allowable limits. All repairs shall be made and shall be inspected by the City prior to backfilling. In no case shall pavement be placed without the CCTV approved by the City.

3. Standing Water: If standing water is observed due to grade defects, the following table shows the allowable standing water depth in relationship to slope of the pipe.

Pipe Slope (ft/ft)	Allowable Standing Water Depth (in)
$G < 0.001$	$\leq 5/8$
$0.001 \leq G < 0.003$	$\leq 1/2$
$0.003 \leq G < 0.005$	$\leq 3/8$
$0.005 \leq G < 0.007$	$\leq 1/4$
$0.007 \leq G < 0.009$	$\leq 1/8$
$G > 0.009$	No standing water

4. Trench Compaction Testing: Trench compaction testing by the Developer shall be by and independent testing laboratory and once every 300 feet, with a minimum of two test locations. Testing and retesting shall be in accordance with the specifications set forth in the current edition of the ISPWC.

3. Manholes

- A. Testing: The Developer shall test sanitary sewer manholes prior to the sewer manhole being accepted into the collection system. Testing shall be in accordance to current edition of the ISPWC. City personnel shall be present during testing. Failure to have City personnel present during all testing is sufficient reason for requirement to retest. Developer's engineer shall provide certification of testing and testing results to the City.
- B. Grade rings: In conformance with ISPWC. The grade rings shall not exceed 12 inches in height. "Whirligig" is acceptable for installation.
- C. External sealing system: All manholes shall be water tight. An external sealing system shall be required to be installed on the outside of the manhole at the barrel joints in addition to the joint sealing system specified in the current edition of the

ISPWC. The external sealing system shall be Infi-Shield manufactured by Sealing Systems Inc., EZ Exterior Joint Wrap, or City approved equivalent.

- D. Connection into an existing manhole or construction of a drop manhole or special manhole shall not be accepted without full time inspection by City staff or the City Engineer.
- E. Manholes to be grouted. Connection of sewer lines to manholes shall be grouted after the vacuum test is successfully completed.

4. Pressure Sewer Pipes:

- A. Materials: All pressure sewer pipe shall be in accordance with the current edition of the ISPWC. Pressure sewer pipe shall be the following:
 - 1. Class 52 cement-lined ductile iron pipe with a fused calcium aluminate cement mortar lining (H₂Sewer Safe) as manufactured by Griffin Pipe Products meeting ANSI/AWWA standards.
 - 2. AWWA C900 PVC DR 18 or AWWA C909 PVC DR 18.
- B. Testing: Testing by the Developer shall be in accordance to current edition of the ISPWC. Sanitary sewer pressure mains shall be tested prior to such sewer main being accepted by the City. City personnel shall be present during testing. Failure to have City personnel present during all testing is sufficient reason for requirement to retest. Developer's engineer shall observe testing and provide certification of testing and testing results to the City. Trench compaction testing shall be completed by an independent testing laboratory and once every 300 feet with a minimum of two test locations.
- C. Locating Wire Boxes: Shall be in accordance current edition of the ISPWC. Locating wire boxes shall be installed on pressure sewer mains at a maximum spacing of 1000 feet and/or at every angle.
- D. Cover: Pressure sewer mains shall have a minimum of 42" cover and a maximum cover of 60". Cover greater than 60" may be allowed where obstructions occur, but must be approved by the City.

5. Sewer Services:

- A. Connection to Mains: Service wyes or tees shall be used on new main installations. Saddles are not acceptable. All sewer services discharge to the sewer

main. If a service is approved to discharge to a manhole, the service flow direction shall be pointed down stream and at an angle of less than 45 degrees to the direction of flow. Inserta-tee are allowable only in cases specifically and individually approved by Public Works.

- B. Service lines shall be installed at least 6 feet apart at the main and at least 6 feet from a manhole.
- C. Sewer service installations per SD-511 Type C are not allowed unless specifically approved by the City.
- D. Service Markers: In addition to requirements set forth in the current edition of the ISPWC, sewer services shall also be marked with a 3" permanent stamp in the sidewalk.

6. Septic Tanks

Installations and properties that utilize individual, on site septic systems for sewer service are required to have the septic tank pumped every six (6) years minimum. Evidence of septic tank pumping to be provided to the City.

7. Sewer Lift Stations:

Standard Specifications and Drawings: See "City of Middleton, Idaho Sanitary Sewer Lift Station Standards" in Appendix A.

STORM DRAINAGE

1. General:

All materials, construction, testing, and inspection shall be in accordance to the current edition of the ISPWC. A plan for stormwater management must be approved by the City. In certain, site specific cases, the City may approve discharge into canals or drains (or other) at pre-development levels. If storm water is to be discharged off site, it must be treated to quality and standards identified prior to project development, and as required by the jurisdiction of the receiving water. Permission from the jurisdiction receiving the treated stormwater must be documented and any required permits must be in place (National Pollutant Discharge Elimination System (NPDES), license agreement, or other) prior to City approval. Review and approval of offsite storm water discharge will be made on a case-by-case basis. Illicit discharge of storm water is prohibited by the City and the

Environmental Protection Agency (EPA).

2. Best Management Practices:

All developments shall use the appropriate "Best Management Practice" (BMP) mitigation measures as defined in the "Catalog of Storm Water Best Management Practices for Idaho Cities and Counties" by Idaho Division of Environmental Quality (IDEQ). Design and construction of BMP and other means of water quality improvements must meet all requirements of the storm water discharge permit for the development (if any) and must be approved by the City Engineer.

3. Collection Piping and Catch Basins:

A. Materials: All storm sewer pipe and catch basins shall be in accordance with current edition of the ISPWC. Storm sewer pipe and catch basins shall be City approved equivalent or the following:

1. All storm drainage pipe shall be ASTM 3034 SDR 35 PVC pipe.
2. ADS N-12 by Hancor, or equivalent may be approved by the City.
3. Trench shall include nonmetallic tape identifying the storm sewer pipe.
4. Minimum size of storm drain pipe shall be 12-inches.
5. Catch basins shall be Type IV for rolled curb and Type 1 for vertical curb. Catch basins shall have a one (1) foot sump.

B. Testing: The Developer shall test the storm sewer system prior to acceptance by the City. City personnel shall be present during storm sewer main testing. Failure to have City personnel present during all testing is sufficient reason for requirement to retest. Developer's engineer shall provide certification of testing and testing results to the City. Testing shall be in accordance with current edition of the ISPWC. Trench compaction testing shall be by an independent testing laboratory and once every 300 feet of trench with a minimum of two test locations.

E. If storm sewer collection pipe discharges into natural drains, sloughs, or canals, the following shall be installed:

1. A corrugated metal pipe shall be placed at the end of the pipe with a minimum of ten feet (10') of bury into the bank.

2. Wingwall or other concrete structure to protect the outfall pipe. To be approved by City Engineer during construction plan review.
 3. Riprap of proper size shall be place around the drain pipe. Riprap size shall be approved by City Engineer during construction plan review.
 4. A heavy-duty, flap gate valve shall be placed at the end of the discharge pipe. Waterman or City approved equivalent.
- D. Stormdrain manhole spacing shall be maximum 400 feet.
 - E. Retention and detention basins shall be designed according to Best Management Practices and the ISPWC.
 - F. The storm drain system shall be designed to be free draining. There shall be no standing water in catch basins after construction is complete. All water shall dissipate from detention facilities within 24 hours.
4. Swales and swale management
- A. When swales are in place, they function as the primary component of the stormwater management and disposal system for the roads in the subdivision. The swales are located in the City of Middleton road right-of-way and are owned by the City of Middleton, or are in a City of Middleton easement and monitored by the City according to the City's NPDES permit (National Pollutant Discharge Elimination System) by the EPA.
 - B. The swales are engineered to collect stormwater runoff from the streets, provide filtration and treatment, then hold the water until it dissipates by percolation into the area soils. Each component of the swale is specifically designed to facilitate the treatment and disposal of stormwater. Therefore, preserving swale geometry and constructed components (sandy bottom, etc. for drainage) is a requirement for proper function and maintenance.
 - C. Homeowners typically enjoy the use of the swale area in front of their homes and like to control its appearance, including ground-cover, frequency of irrigation and mowing, and turf health. For this reason, the City allows homeowners to assume the operation and maintenance of the swale area fronting their properties, provided the swales are appropriately maintained to continue their primary function of stormwater management.

D. The following list of protocols should be observed when maintaining a swale:

1. The sand window in the bottom of the swale should be open and free of grass, weeds, trash, and cobble. The homeowner should rake the sand window at least two (2) times per year to loosen the top sand layer, remove any collected debris, and make sure the sand is in a condition to filter stormwater.
2. If sediment, trash or cobble collects on the sand window, it should be removed by the homeowner as soon as possible.
3. The existing driveway shall not be enlarged or otherwise reduce the footprint of the swale area available for infiltration.
4. The swale should be fully grassed in the side slope area down to, but not over, the sand filter.
5. The grass on side slopes should be irrigated only as needed to preserve the turf health. Overwatering is prohibited.
6. The grass on the side slopes should be mowed at least every two (2) weeks and the grass clippings collected and disposed. Do not mulch the swale side areas.
7. Runoff into the swale from the driveway, excess irrigation water, and water from activities such as car washing, is prohibited.

5 Storm Water Construction Site Discharge Program. In compliance with the City of Middleton Storm Water Management Program requirements, as contained in NPDES Permit No IDS-028100, the City of Middleton will limit and reduce, to the maximum extent practicable, the discharge of pollutants from construction sites in the City of Middleton through its authority to issue building permits, occupancy permits, or otherwise authorize construction. Discharge of storm water into the City MS4 stormwater system is prohibited without specific and written approval by the City

- A. Any applicant or application for development in the City of Middleton which will disturb one acre (43,560 square feet) or more of area is required to prepare a Stormwater Pollution Prevention Plan (SWPP) and file a Notice of Intent (NOI) with EPA. Copies of the SWPP and NOI must be furnished to the City prior to any permit approval.

- B. Any applicant/application for development in the City of Middleton which disturbs less than one acre or otherwise does not require filing a SWPP and NOI, shall submit to the City an Erosion and Sediment Control (ESC) Plan.
1. The ESC plan must be prepared and signed by a Plan Designer. The plan shall describe the proposed construction activity or land disturbing activity and the proposed BMPs to be employed to prevent and control any impact to storm water quality during and after construction.
 2. The ESC plan shall identify BMPs, as applicable to the site, for control of sediment, flow conveyance, tracking, non-stormwater management, waste management, final site stabilization, protection of adjoining property, and maintenance, inspection, and repair of controls. Provisions for material containment and pollution spill prevention must also be included. The ESC plan preparation and elements should follow the industry accepted standards.
 3. The ESC plan should be submitted in conjunction with a building permit application, development application, or application to work in the public right of way.

PRESSURIZED IRRIGATION

1. **General:**

All materials, construction, testing, and inspection shall be in accordance to the current edition of the ISPWC Divisions. **No cross connection between City water system and pressure irrigation water shall occur.**

2. **Irrigation Mains:**

A. **Testing:** The Developer shall test pressure irrigation mains in accordance to current edition of the ISPWC. Trench compaction testing by an independent laboratory shall be once every 300 feet of trench in the rights of way with a minimum of two test locations. Developer's engineer shall provide certification of testing and testing results to the City.

B. A valve shall be installed adjacent to and outside of the road right of way, each side, where an irrigation line crosses a public street.

3. **Irrigation Services:**

- A. Valve Box: All irrigation services shall have a fiberglass valve box installed level and straight with the surrounding ground surface.
 - B. Irrigation Service: In addition to the valve box, the service shall provide one (1) hose bib for residential irrigation use. Each service line shall be a minimum of one inch (1") in diameter.
 - C. Pressure Irrigation Design: All irrigation shares shall be used for the development.
 - D. Service Pressure: The design of the irrigation system shall be to provide every residential building lot a service with a minimum pressure of 25 psi.
 - E. Service Flow: The design of the irrigation system shall be to provide every lot with a minimum of six gallons per minute (6 gpm) flow. The design can allow for alternating irrigation schedules, (one miners inch = 9 gpm = 1 share.)
 - F. City water shall not be used for pressure testing or temporary irrigation.
- 4. Pressure irrigation pumping station shall have an improved dedicated access to the station.
 - 5. Nuisance Water

With the availability irrigation water, overwatering of landscape is a common problem in the City of Middleton. Irrigation runoff from overwatering flows to the street and into the stormwater system where it impacts roadway safety, diminished the roadway service life, increases maintenance responsibilities, saturates the system, creates mud and ponding in borrow ditches, swales and low spots, and decreases the capacity and function of the system. Nuisance flows from overwatering are also a source of pollutants to the storm drain system. It is the responsibility of property owners, HOA's and businesses to adjust their water use and irrigation system operations as needed to maintain landscaping, conserve water and PREVENT irrigation water from flowing to the public street and stormwater system.

STREETS

1. General:

All materials, construction, testing, and inspection shall be in accordance to the current edition of the ISPWC Divisions, City of Middleton Supplemental Construction Standards, and the Highway Standards and Development Procedures for the Association of Canyon County Highway Districts.

2. Rights of Way at Intersections:

The rights of way at section line and quarter section line road intersections shall be configured to dedicate a triangle of area to be used for intersection control improvements. The triangle shall be formed by measuring from the intersection at the edges of the rights of way, 150 feet along each right of way, then connecting the two points with a line. Please see diagram, Appendix B.

3. Widths:

A. Rights of Way Widths

1. All section-line and quarter section-line roads shall be 100 ft (50 ft each side) minimum right of way width.
2. Roads listed below shall have the following right-of-way widths:

<u>Arterials and Collectors</u>	<u>Half-Road Width</u>	<u>Total Road Width</u>
Emmett Road	50 feet	100 feet
Hartley Lane	50 feet	100 feet
Cemetery Road	50 feet	100 feet
Middleton Road	50 feet	100 feet
Duff Lane	50 feet	100 feet
Lansing Lane	50 feet	100 feet
Kingsbury Road	50 feet	100 feet
Blessinger Road	50 feet	100 feet
Can-Ada Road	50 feet	100 feet
9 th Street	50 feet	100 feet
Willis Road	50 feet	100 feet
Meadow Park Boulevard	50 feet	100 feet
Purple Sage Road	50 feet	100 feet

The City may approve reduced right-of-way along section and quarter-section line roads if sidewalks are detached and in an easement outside of street right-of-way. All other roads in the City are considered local roads and shall have a half-road right-of-way width of twenty-five (25) feet and a total right-of-way width of fifty (50) feet.

- B. Improved Section: All improved sections classified as local roads shall have widths from back-of-curb to back-of-curb of thirty-eight (38) feet. Developments that submit improved sections different from the standard may be evaluated and approved on a case-by-case basis
- C. Private driveways may be constructed to access up to three (3) single-family residences. Private drives will be reviewed on a case-by-case basis and

specifically approved by the City. Private drives will not be allowed to access more than three (3) single-family residences.

- D. The City of Middleton supports street design wherein storm water management and disposal of stormwater utilizes storage and treatment without adversely impacting water quality or water bodies of the United States. The City may allow bioswales or other proven disposal methods that incorporate natural treatment in the construction methods. If an alternative section or stormwater treatment method is to be submitted, the developer shall include a narrative and supporting engineering data that would aid in the review process. Each design submittal will be reviewed based on the specific merits of the design and other factors such as treatment utilized, proximity to water bodies, multi function and use, and comprehensive storm water disposal design.
- E. There shall be no new power poles, transmission structures or substations located within sixty (60) feet of the centerline of section line and quarter section line roads or within the site triangle unless individually and specifically approved by the City in a license agreement.

4. Street Section Properties:

- A. Materials: All streets shall be constructed in accordance the current edition of the ISPWC and this Middleton Supplement to the ISPWC.
 - 1. Structural sections to conform with urban road section standard drawings in Appendix B.
 - 2. Asphalt: Plant mix design shall be submitted two weeks prior to asphalt placement and shall meet the requirements of a Class III mix or better.
- B. Testing. The Developer shall test the roadway materials and placement per ISPWC. Storm drain facilities to be tested by the developer and functionality verified by the City. Contact the City for testing protocol for storm drain facilities. Developer's engineer shall provide certification of testing and testing results to the City.
 - 1. Testing shall be by an independent testing laboratory and completed once every 8,000 square feet with a minimum of two tests.
 - 2. Asphalt: Density tests shall be performed by an independent testing laboratory

and once every 8,000 square feet with a minimum of two tests.

5. Curb & Gutter:

- A. Materials: All curb & gutter shall be constructed in accordance with the current edition of the ISPWC and shall have a minimum 28 day compressive strength of 4000 psi. *Fiber mesh shall be included in all concrete construction.* The Developer shall provide concrete testing per the ISPWC.
- B. Expansion Joints:
 - 1. Shall be required in non-extruded curb and gutter at the beginning and end of all points of curvature.
 - 2. Shall be required at all joints between new concrete and existing concrete.
- C. Type of Curb:
 - 1. Residential streets interior to subdivisions: Standard 3" rolled curb and gutter.
 - 2. Exterior streets and Collector streets: Standard 6" vertical curb and gutter.
- D. Valley Gutters: Valley gutters shall be a minimum of 10" thick and 4'-0" wide with #4 rebar longitudinal at 12" on center and #4 rebar on both ends and in the middle. Valley gutter base shall be a minimum of 6" thick of three-quarter inch (3/4") crushed aggregate gravel placed as specified in Section 802 ISPWC.

6. Sidewalks:

- A. Materials: All sidewalks shall have a minimum 28 day compressive strength of 4000 psi. *Fiber mesh shall be included in ALL concrete* The Developer shall provide concrete testing per the ISPWC.
- B. Sidewalks shall be completely within street right-of-way or completely within an easement outside of street right-of-way, and shall not be partly in right-of-way and partly in an easement.
- C. Width:
 - 1. Sidewalks along both sides of local roads shall be minimum of five feet (5').
Sidewalks, trails or pathways along both sides of section and quarter-section line roads shall be ten feet (10') wide .
- D. Trees may only be planted in public rights of way with a license agreement.
 - 1. No trees are allowed to be planted in the forty foot (40') sight triangle.
 - 2. No vegetation, fences, berms or other obstruction taller than three feet are

allowed within the sight triangle.

3. Tree planting of any type is prohibited within ten feet (10') of any seepage bed or sand filter facility, structure, piping system, fire hydrant or utility box.
4. Class I, Class II, and Class III trees (listed in Appendix A) may be planted a minimum of five feet (5') away from sidewalk. All other trees not listed shall be planted at least fifteen (15') feet behind the back of the sidewalk.
- E. Bore or channeling under a sidewalk is not allowed for any reason including water service, sewer service or irrigation system installation. Sleeves may be installed with approval from the City.

7. Vertical Alignment

- A. Any variation from grade which causes localized ponding will not be allowable.
- B. Minimum Slope: Minimum slope of curb and gutter, measured parallel to the street centerline, shall be at least 0.40%.
- C. Vertical grade change of 1.5% or greater requires a vertical curve.

8. Miscellaneous:

- A. Street Cuts or Closures: The City shall be notified in writing at least two (2) City business days before any street cuts or street closures for utility or street work.
- B. Vandalized Concrete: Any concrete vandalized during construction shall be repaired to new condition or replaced solely at the contractor's expense.
- C. Prior to pouring valley gutter, curb & gutter and sidewalk a representative for the City shall approve compaction test results of the subbase material.
- D. No trees or bushes shall be planted in the public right of way or in the utility easement running parallel and adjacent to the public right of way.
- E. A box is required on each side of the right of way for gravity irrigation crossings.
- E.F. The minimum Level of Service for intersection operation in the City of Middleton is Level C.

9. Street Lights

- A. Street lights shall be installed at intersections, cul-de-sacs and at a maximum of 400 foot intervals, or as sufficient to support safety for all users, including pedestrians and non-motorized users.
- B. Lighting layouts shall be submitted to the City Engineer for review and approval.

Street lights are required to be furnished and installed per ISPWC Section 1102 and must generally conform to the following standards:

1. Poles: 25 feet high 4"SSS anchor base steel poles.
2. Luminaries: Shoe box style luminaries, LED source 56 watt minimum.

Installation of OFF GRID solar lighting is encouraged in new developments, especially in common areas and at locations on public streets, as designated by the City. Installation of OFF GRID solar lighting is required for parks and public buildings. All lighting planned and specified for installation, including solar, shall be submitted to the City for review and approval. Include specifically luminaire type, battery type, photovoltaic controller, temperature controller and other protective features. Conventional electric street lights are owned by the City of Middleton but maintained by Idaho Power.

3. Decorative lights or lights other than as specified above will be reviewed by the City on a case-by-case basis.

4. No direct bury steel or Wood poles are allowed to be installed.

10. Street Signs. Posts shall be type E-1 as shown in SD-1 130 of the ISPWC with 14 gauge wall thickness. Street signs shall be in conformance with Manual on Uniform Traffic Control Devices and shall be a nine-inch (9") blank, six-inch (6") all capital lettering, no border with retro-reflective, high intensity background. Submit a shop drawing to the City for approval.

11. Fiber Optics. The City requires a fiber-optic based network be available in subdivisions so each roof top has access to fiber-speeds and fiber-volumes for data transfer. Fiber speeds/volume shall be delivered to each roof top or a blank conduit installed in joint trench or co-located in the front 10 foot utility easement.

Developer shall install conduit and boxes for fiber optics in all local collector, collector and arterial street rights-of-way on or abutting the property being developed and to-and-through the project limits. Conduit shall be two (2) PVC 2 ½ inch conduit with brackets every 5 feet or less and locate wire. Pipe shall be Schedule 40, 24" bury (min) and sand bedded and installed in the rights of way. Conduit shall be installed with a fiberglass locate stake at every terminus and junction box or pull box at every intersection and bends of 90° and greater. Junction box(es) to be telecom vault (Larken or approved

equal) 350 gallon, with cast iron ring and telecom lid. A conduit placement plan shall be submitted to the City for review. The plan shall detail the location, size and number of conduit and may be included or shown on utility plan sheets.

12. Monuments Disturbed by Construction Activities. Idaho Code 55-1613 shall be observed in the City of Middleton. IC 55-1613 partially reads:

All monuments, accessories to corners, benchmarks and points set in control surveys that are lost or disturbed by construction shall be reestablished and remonumented, at the expense of the agency or person causing their loss or disturbance, at their original location or by setting of a witness corner or reference point or a replacement benchmark or control point, by or under the direction of a professional land surveyor. Please see Idaho Code 55-1613.

13. Preconstruction Meeting. The NOI must be filed and all necessary approvals, including City of Middleton, DEQ, highway district, Idaho Transportation Department (ITD) or others shall be in place prior to scheduling a preconstruction meeting. Joint trench design is required to be circulated and a construction schedule developed at the preconstruction meeting.

DRIVEWAYS:

Individual driveway approaches onto public roads are established at building permits issuance, per the site plan submitted. If the approved driveway needs modified, or an additional driveway or driving strips are requested, an application for an approach permit application is required to be submitted to the City. Upon receipt of the application, the City will evaluate the request per standards for site distance, lot coverage, impacts to stormwater facilities and other applicable items. If there are swales for stormwater treatment, the City may require installation of a partially-perforated culvert, perforations facing downward, with trash-racks on each end underneath the additional driveway or drive strips.

Residences having a three (3) car garage shall have a driveway width at least equal to the three (3) car garage that extends from the garage to the abutting public street.

Driveway Design Requirements on Local Roads

1. Where vertical curbs are required, residential driveways shall be restricted to a

maximum width of 20-feet. These driveways may be constructed as curb cut type driveways.

2. All driveways are required to be paved full width and at least 30-feet into the site from the edge of pavement of the adjacent road.

3. If a driveway taking access to a public road is to be gated, the gate or keypad (whichever is closer to the road) shall be located a minimum of 50 feet from the adjacent road so the accessing vehicle is fully out of the traffic lane. An on-site turnaround shall be provided.

ACCESS

Local Roads

1. The primary function of a local road is to serve adjacent property. Adjacent property will usually have unrestricted access to the road, except near intersections, and Average Daily Traffic will be less than 2,000. Direct lot access to local roads from adjacent property is permissible.
2. Driveway Spacing Near Intersections. Driveways on local roads shall be located a minimum of 75 feet (measured centerline of road to centerline driveway) from the nearest road intersection. This is not applicable for single family dwelling units with lot sizes less than 75 feet in width.
3. Successive Driveways Away from intersections, there is no minimum spacing requirements for access points along a local road, but the City does encourage shared access points where appropriate.

Roads Other than Local

1. With the exception of collector roads located approximately one-half mile from adjacent arterial intersections, all new access, public or private, onto an arterial, collector, local collector, section-line or quarter-section line road, will be restricted to right-in/right-out access. The right-in /right-out access will include construction of a median type, to be approved by the city.

2. Direct access from roads other than local roads is permitted only when reasonable access cannot be obtained otherwise, as determined at the sole discretion of the city.
3. Additional access is not permitted upon the splitting or dividing of parcels of lands or contiguous parcels under the same ownership. The City may approve shared access or cross access may be permitted internally from the existing access.
4. Access near intersections is restricted and must be a minimum of 660 feet from the intersection and outside the functional area of the intersection in cases where the functional area may extend beyond the minimum distance.

PARKING LOT DIMENSIONAL STANDARDS: See attached drawing

PROJECT INSPECTION:

1. On Site Inspection:

- A. The developers licensed engineer must supervise or conduct construction observation and inspection for all construction. See "Project Log" at paragraph 1.E below.
- B. The City shall be informed of the inspector's name, office location, phone number, and emergency telephone numbers if different from the developers licensed engineer.
- C. No water, sewer, street, or drainage construction shall take place without inspection.
- D. Periodic inspection shall be conducted by the City and/or the City Engineer, at no charge to the Developer, as detailed below:

WATER SYSTEM

- 1. Connection to existing main
- 2. Thrust block installation (to be batched concrete).
- 3. Potable and non-potable line crossings
- 4. Verify bedding, finder wire, valve configuration and metallic tape placement
- 5. Service installation. **City to verify materials and installation on first services installed.**

SEWER SYSTEM

- 1. Connect to existing main or manhole
- 2. Verify pipe bedding
- 3. Manhole EZ Wrap
- 4. Drop manhole or special manhole construction
- 5. Verify with contractor top cone placement for 12-inch grade rings

FIBER OPTICS CONDUIT

- 1. Verify placement generally per plan

PRESSURIZED IRRIGATION

1. Valves each side of right of way crossings
2. Verify bedding and depth in right-of-way

STREETS

1. Subgrade
2. Stormdrain installation. Seepage beds/swales to free draining or other to be determined (TBD).
3. Sidewalk and valley gutter – top of base course
4. Fiber mesh in concrete
5. Rebar in valley gutter
6. Valley gutter 10 inches deep
7. Placement of road base
8. Paving
9. Concrete collars

E. Project Log: The on-site project inspector shall keep a written and photographic log detailing the daily activities of the project. The written and photographic log shall consist of the following (minimum):

1. Written: A written description of the daily activities including materials used and construction completed. Notes should also include day, time, weather conditions and any activity out of the ordinary.
2. Photographic: Inspector shall keep a photographic journal detailing connections to **existing City utilities, pipe intersections (thrust blocks), valves, and manhole connections**. Photos to be identified by stations or other location as represented on the plans and date.

F. Prior to any work within the City streets and rights-of-way, a permit to work in the public right of way shall be obtained from the City.

G. The City is required to inspect or observe the following:

1. Water main pressure test per ISPWC
2. Sewer main pressure test per ISPWC
3. Sewer main CCTV and mandrel test per ISPWC
4. Sewer manhole vacuum test per ISPWC

5. Stormwater mainline pressure test per ISPWC
6. Pressure irrigation system pressure test per ISPWC
7. Subgrade inspection after water, sewer and joint trench and prior to hauling sub-base material.
8. Stormwater facilities installation, i.e. – seepage beds or swales
9. Water bacteria testing (two tests – at least 24 hours apart).
10. Water system continuity test
11. Irrigation pump station functional

2. Project Completion Packet:

The project completion packet consists of the items below compiled in a packet and submitted to the City. At the completion of construction, before the release of any security posted with the City, and before the City issues occupancy permits or signs the final plat, the City shall receive:

1. A copy of the inspection log;
2. A copy of the photographic journal;
3. Three (3) copies of legible Record Drawings and a digital copy of the record drawings in CADD as specified by the City
4. A digital copy of the final plat including the installed location of the water mains, valves, sanitary sewer mains, manholes, cleanouts, and storm sewer infrastructure including mains, inlets, containment areas and O/S boxes. Digital copy shall be in CADD and state plane coordinates or as requested by the City;
5. All test results shall be certified to the City by the developer's licensed Engineer.
6. All ~~tests~~ testing per ISPWC and Middleton Supplemental to be completed and added to the completion packet including water tests, pressure irrigation, compaction, etc. A graphic or plan sheet correlating the location of every project compaction test shall be included.
7. Irrigation as-built drawings shall be supplied to the city and the home owners association

3. Final Inspection:

- A. The Developer's project engineer shall do the initial final inspection.
- B. After the project engineer completes the walkthrough, he/she will submit a statement certifying a final walkthrough has been completed by him/her and the project has been constructed in accordance with the ISPWC and City of Middleton Supplemental Specifications and is generally in conformance with the record drawing submitted and certify to the City that the project is ready for final inspection. The City will then schedule a final inspection.
- C. The project completion packet shall be filed with the City and deemed complete prior to request for final inspection.
- D. Final project inspection shall be by the City Engineer or a representative of the City Engineer.
- E. Final inspections shall be requested by the developer's engineer and scheduled with the City Engineer at least two (2) City working days in advance.
- F. Punch List:
 - 1. The City Engineer will develop a "punch-list" of items.
 - 2. When all items contained on the City's punchlist are completed and confirmed completed by the City, the City will issue a certificate of completion at which time the warranty period will start. Please see Appendix B for certificate of completion.

APPENDIX A

STANDARD SPECIFICATIONS AND DETAILS for SANITARY SEWAGE LIFT STATIONS

1. INTRODUCTION: The following sewage lift station specifications provide minimum design requirements for proposed lift stations in the City of Middleton.

2. GENERAL REQUIREMENTS:

1. City Review and Acceptance:

- A. All sewer lift stations shall be reviewed by the City prior to final plat submittal.
- B. The City shall approve the selected sanitary sewer lift station mechanical components, electrical components, and construction materials used in the proposed lift station prior to final plat approval.
- C. The developer's engineer shall provide the City with a complete operation and maintenance manual for the lift station prior to final walkthrough.
- D. The developer's engineer shall provide for the City's staff operation training prior to final walkthrough.
- E. All lift stations shall be duplex type and National Electrical Manufacturers Association (NEMA) rated as applicable.

2. Wet Well:

- A. Wet wells shall have a minimum diameter of six feet (6), and made of precast concrete or City approved equivalent.
- B. Wet well volume requirements shall be determined using "The Ten States Standards" and the appropriate design parameters and service area as defined by the City.
- C. Wet well shall have a watertight outer coating or liner.
- D. Wet well shall have an access cover for the pumps. The cover shall be one size larger than required by the pumps, but not less than 36" x 48". The access hatch shall be aluminum and traffic rated and lockable.

- E. Wet well vents shall be no less than four inches (4") in diameter and be covered with a screen and capped.
- F. Wet wells shall be configured to reduce turbulence in wet well. The pipe shall be drop pipe or shall be properly placed to mitigate turbulence.
- G. Wet wells shall be equipped with a duplex pump system with surface bypass pumping capabilities.

3. Valve Vault:

- A. A valve vault is required.
- B. Vault shall meet DEQ and City of Middleton requirements.
- C. Valve vault shall have a floor drain to drain accumulated water back to the wet well.
- D. The minimum valve vault depth shall be at least 78 inches.
- E. Access cover in valve vault shall have dimensions not less than 36"x 48" and the opening location approved by the City. The access cover shall be made of aluminum and be lockable. The cover shall be traffic-rated.

4. Pumps:

- A. As a minimum, the station shall be sized for a duplex pumping system.
- B. Pumps shall be designed for a minimum solids handling capacity of three inches (3").
- C. Impeller may be a non-clog or grinder type impeller with adjustable wear plate as determined by the City of Middleton. Pumps shall be ABS or City-approved equivalent.
- D. Stainless steel guide rails with a minimum diameter of two inches (2").
- E. Stainless steel lifting cable, 5/16" dia, and shall have a stainless steel clevis hook at the connection to the pump. The steel lifting cable shall be equipped with 1 foot diameter stainless steel ring (D ring or approved other) at no more than 20 foot intervals measured up from the pump. At the ring and clevis, the lifting cable shall be connected by a 1-foot loop - each side. Submit shop drawing for City review and approval.
- F. Stainless steel anchor bolts.
- G. Stainless steel bolt packs with full face gaskets inside the wet well.

- H. Explosion proof pumps, wiring and J-boxes
- I. Pipe and cam lock fitting to allow for bypass pumping.
- J. Variable frequency drives with harmonic filters shall be installed for pumps five horse power (5 hp) and larger
- K. All pumps shall be soft start pumps.
- L. Pump controls to be pressure transducer based and have redundant float installation.

5. Station Piping and Valves:

- A. Piping into and out of the lift station and valve vault shall be ductile iron for a minimum of 10 feet.
- B. Valves shall be resilient ball valves or resilient swing check valves. Manufacturer to be approved by City of Middleton. Isolation valves shall be one-quarter (1/4) turn resilient wedge plug valves, Mueller or City approved equivalent.
- C. Piping and valving shall be designed so there is positive drainage into the wetwell.
- D. Piping shall be Class 52 cement-lined ductile iron pipe with a fused calcium aluminate cement mortar lining (H₂Sewer Safe) as manufactured by Griffin Pipe Products meeting ANSI/AWWA standards

6. Site Requirements:

- A. A yard light with motion detector.
- B. A four inch (4") base of three-quarter inch (3/4") gravel compacted to ninety-five percent (95%).
- C. Site may be required to install buffing landscaping.
- D. A fire hydrant within 50 feet and on the same street side of the lift station building.
- E. Control building if installed and as required, shall meet the following:
 - 1. Pre manufactured or built in place construction;
 - 2. Minimum interior dimension of ten feet by ten feet (10'x10');
 - 3. An interior light door light and an exterior motion light;
 - 4. Adjustable and on/off interior heating

- 5. SCADA System antenna mounting supports.
- 6. Supports and mounts for the control system of the lift station.
- 7. Exterior walls shall be rock, brick or other fascia to four feet above grade to prevent staining and degradation of the building exterior walls.
- F. Lift station slab shall be four inch (4") thick continuous fiber-mesh reinforced concrete slab.
- G. A street light shall be provided adjacent to the access road to the lift station, as required and as applicable.
- H. Access shall be surfaced with four inches (4") of three-quarter inch (3/4") gravel 15 feet wide
- I. A stainless steel adjustable lift pump hoist shall be provided, Halliday D3B36B or City approved equivalent.
- J A stainless steel embedded socket base shall be provided and installed to the City specifications for the lift pump hoist, Halliday or City approved equivalent.
- K. A post in concrete with stainless steel embedded socket as a anchor to attach a safety harness to while maintenance is being performed..
- L. Yard shall be fenced using six foot (6') chain-link with privacy slats and topped with three strands of taught barbed wire as approved by the City. Two access gates shall be provided, one three foot (3') wide gate for people and one 14 foot wide vehicle gate, at locations approved by the City.

7. Controls:

- A. Control panel shall have a dead front enclosure.
- B. Submerged transducers with a sounding tube and suited for sewage, supported with removable stainless steel cable system.
- C. Two floats. One float for emergency high level and one float for pump shutoff high level/low level.
- D. Programmable level control.
- E. Hands, off, and auto switches provided for each pump.
- F. Flow meters for each pump with flow display continuous.

- G. Accessible junction box above-ground with removable seal located on all cables entering the wet wells.
 - H. Manual transfer switch with generator receptacle.
 - I. 500 watt heater with thermostat in panel.
 - J. High level / low level alarm light with manual reset.
 - K. Outside alarm beacon illuminated when high level alarms occur.
 - L. Auto - dialer with six (6) hour battery back-up.
 - M. Underwriters Laboratory (UL) listed control panel matching pump manufacturer with full electronic read-out and gasketed cover on outer door.
 - N. Laminated schematic on inside of front door with panel serial number.
 - O. Night light for panel repair at site.
 - P. Lift station shall be remote radio and City SCADA system control compatible.
 - Q. Seal fail indication on each pump.
8. Spares Parts:
- A. Five (5) each spare fuses of each size.
 - B. One (1) each spare relay of each size.
 - C. One (1) each spare transducer and controller with cable.
9. Local Service & Warranty:
- Five (5) year pro-rated warranty on pumps and one (1) year on control panel.
- Local factory authorized warranty repair facility within 50 miles of station location.

3. BACK-UP GENERATOR:

- A. A back-up generator shall be required and installed for a lift station which has pumps that are 15 HP and larger. For lift stations with a pumping size less than 15 HP it is acceptable to provide a gas powered by-pass pump with the appropriate plumbing for a complete system.

APPENDIX B

Miscellaneous Drawings, Check Lists, Applications, and Requirements

City of Middleton
Pre-Construction Submittal Checklist

General Submittal Category	Submittal Sub-Category	Yes	No	NA
Water	Fire Hydrants			
	Flushing Hydrants			
	Blow-Offs			
	Pipe			
	Pipe Fittings			
	Pipe Valves and Boxes			
	Locating Wire			
	Service Lines			
	Service Saddles			
	Corporation Stops			
	Curb Stops			
	Meter Setter and Appurtenances			
	Meter Lids (single knockout)			
	Meter Vaults			
Gravity Sewer	Pipe			
	MH Base, Section, and Cone			
	MH Ring and Cover			
	MH Boot			
	MH Joint Sealant Between Barrels and Cone (mastic, gasket, or con seal)			
	MH Joint Sealant Exterior Sealant (Vulkem 116)			
	Manhole Joint Exterior Wrap (EZ Wrap)			
	Marking Tape			
Pressure Sewer Pipe	Pipe			
	Fittings			
	Locating Wire			
	Clean-Out			
Sewer Services	Service Line			
	Service Connection (tee or wye)			
Storm Sewer	BMPs			
	Pipe			
	MH Base, Section, and Cone			
	MH Ring and Cover			
	MH Boot			

	MH Joint Sealant Between Barrels and Cone (mastic, gasket, or con seal)			
	MH Joint Sealant Exterior Sealant (Vulkem 116)			
	Manhole Joint Exterior Wrap (EZ Wrap)			
	Geotextiles			
	Sand and Grease Trap			
	Catch basins			
Pressure Irrigation System	Irrigation Design			
	Pipe and Fittings			
	Service Pipe and Fittings			
	Valve Box			
	Irrigation Entity Approval Letter			
Street	Concrete Mix (fiber)			
	Asphalt Mix			
	Base Materials - 3/4"			
	Base Materials - Pitrun			
	Thermoplastics			
	Street Lights (LED)			
	Fiber Optic			
	Street Signs and Posts			

City of Middleton
Post-Construction Submittal Checklist

General Submittal Category	Submittal Sub-Category	Complete		
		Yes	No	NA
Water	Pressure Test			
	Bacteria Test			
	Continuity Test			
	Thrust Blocks Documentation			
	Trench Compaction Test			
Gravity Sewer	TV Inspection (CD and Notes)			
	Air Test			
	Manhole Test			
	Trench Compaction Test			
Pressure Sewer Pipe	Pressure Test			
	Continuity Test			
	Trench Compaction Test			
Sewer Services	Air Test (part of Gravity Sewer)			
Storm Sewer	TV Inspection (CD and Notes)			
	Air Test			
	Manhole Test			
	Trench Compaction Test			
Pressure Irrigation System	Pressure Test per ISPWC			
Street	Subgrade Compaction Test			
	Sub-base and Base Compaction Test			
	Curb Compaction Test			
	Sidewalk Compaction Test			
	Construction Notes/Logs			
	Construction Photos			
	Concrete Testing per ISPWC			
Additional Documents	As-Built Drawings (3 copies)			
	Pressure Irrigation As-Built Drawings			
	Digital Plat			

CERTIFICATE OF COMPLETION

DATE OF ISSUANCE: _____

Project: _____

Project No.: _____

Development Owner: _____

Design Engineer: _____

The Work to which this Certificate applies has been received by a representative of the City of Middleton, and Work is hereby declared to be complete in accordance with the requirements set forth by the City and the City Engineer:

DATE OF COMPLETION

The City of Middleton recognizes this project as complete and all warranties shall start as of the above date of completion.

ACCEPTANCE OF THIS CERTIFICATE OF COMPLETION:

City of Middleton:

City Engineer:

By _____
Date

By _____
Date

6 North Dewey Avenue
Middleton ID 83644

(208) 585-3133

**APPLICATION AND PERMIT TO EXCAVATE
IN PUBLIC RIGHTS OF WAY WITHIN MIDDLETON**

DATE:		NAME:		MCC	
JOB:		COMPANY NAME:		Office Use Only	
				Permit No:	
				Rec. No:	
JOB LOCATION:		COMPANY ADDRESS:		Fee: (Check One)	
				<input type="checkbox"/> \$25.00	
				<input type="checkbox"/> \$50 over 150 SF	
COMPANY PHONE:					
UTILITY: (Check One)		Distance from Center Line:		ROW Line:	
Overhead	<input type="checkbox"/>	Angle of Crossing:		Potential:	
Underground	<input type="checkbox"/>	Size of Pipe:		Pressure:	
Surface	<input type="checkbox"/>	Vertical Clearance:		Depth:	
Attach drawing of work to be performed and applicable traffic control plans.					
Description of Work to be Performed:			Special Provisions:		
<p>I certify that I am the authorized utility company representative and request permission to construct the above facilities within the City of Middleton right of way in accordance with the General Provisions attached with this form. The special provisions and the plans are made a part of this permit.</p>					
Applicant Name <i>(Please Type or Print above)</i>					
Signature of Authorized Representative <i>(Sign Above)</i>					Date
<p>Subject to all terms, conditions and provisions shown on this form or attachments, permission is hereby granted to the above named applicant to perform the work described above.</p>					
LOCAL GOVERNMENT APPROVAL					
Public Works Supervisor					
DATE:					

The following must be included with this application: (Check to confirm attached.)

I. Certificate of Liability Insurance

Showing at least \$500,000 Personal Injury and \$1,000,000 General Aggregate. We reserve the right in more sensitive locations to request higher limits.

- 2. Bond** In the amount of 115% of project until completion, and 10% of completed work for one (1) year after completion, executed by your insurance/bonding agent. The original shall be kept on file with the Middleton City Clerk.

3. Inspection Fee

Cash in the amount of \$500 for projects in excess of 100 feet and \$200 for projects 100 feet or less. Any excess will be refunded; any deficiency will be billed.

Date

Work Schedule

Work Begins

Work Completed

End of Warranty Period (to be modified accordingly based on actual completion of work)

NOTES:

- A) An inspection of the proposed location of improvements (with appropriate premarking) shall be requested of the Public Works Supervisor prior to the issuance of any permit.
- B) All trench repair/backfill shall be in accordance with ISPWC standards.
- C) Compaction tests shall be completed in accordance with ISPWC and submitted to the City.
- D) **No Paving** will be allowed in City Rights of Way after **October 15** or below the temperature as required by ISPWC. All paving will be inspected and completed in accordance with ISPWC Standards.
- E) **No Construction** will be allowed in Public Right of Way after **November 15**. All completed construction will be accompanied by an approved inspector's report.
- F) The Public Works Supervisor will determine spring start up dates.
- G) Contractor's hours of operation will be 7:00 am. to 4:00 pm. Monday through Friday.
- H) In any case of street cuts, the permittee shall be required to back fill street cut and provide at least a temporary surface repair within 48 hours of opening such cut. Upon back filling any street cut and allowing access of such area to the public, the surface of such cut shall be kept in a maintained condition by the permittee until permanently restored.
- I) If driveway approach culverts are required. The Public Works Department shall approve the culvert size, which in any event shall not be less than **12 inches in diameter**.
- J) Reasonable notification to the public and the Fire Department. Quick restoration of City service disruption (water, sewer, and traffic) is contractor's responsibility.

CONTRACTOR INFORMATION SHEET

Please fill in the following information:

(Date Completed: _____)

COMPLETE NAME OF COMPANY/CONTRACTOR:			
CORPORATION	PARTNERSHIP	JOINT VENTURE	PROPRIETOR
MAILING ADDRESS:			
OFFICE PHONE:		EMERGENCY PHONE (24 hrs):	
PERSON(S) TO CONTACT:			
NAME OF LOCAL LIABILITY INSURANCE COMPANY:			
AGENT'S NAME:			
MAILING ADDRESS:			
OFFICE PHONE:		EXTENSION NO:	
PERSON(S) ALLOWED TO SIGN FOR PERMITS:			
NAME:		TITLE:	
TYPE OF WORK PERFORMED BY YOUR COMPANY			
CONCRETE WORK		ASPHALT WORK	
DRIVEWAY APPROACHES		DRIVEWAY TIE-INS	
SIDEWALKS		ALLEYS	
CURBS & GUTTERS		STREETS	
EXCAVATION ONLY (ON THOSE ITEMS MARKED ABOVE)			
WATER LINES		SEWER LINES	
OTHER WORK AS SPECIFIED:			

GENERAL PROVISIONS

1. During the process of the works such as barricades, lights and other traffic control devices shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public. Said barricades, lights and other traffic control devices shall conform to the current issue of The Manual on Uniform Traffic Control Devices for Streets and Highways. Parked equipment and stored materials shall be as far from the travelway as feasible. Items left overnight within 30 ft. of travelway shall be marked and/or protected.
2. In accepting this permit, the permittee, its successors and assigns agree to hold the City of Middleton harmless from any and all liability on account of the erection, installation, construction, maintenance or operation of the facilities located under this permit.
3. Except as herein authorized, all underground crossings shall be bored °decked. No excavation shall be made or obstacle placed within the right of way of the City or Middleton in such a manner as to interfere with travel over said roadway.
4. Any disturbance oldie traveled surface of the road and/or traffic control devices shall be restored to the satisfaction of the Public Works Supervisor.
5. If the work done under this permit interferes in any way with the drainage of the roadway, the permittee shall wholly and at his own expense make such provision as the Public Works Supervisor may direct to provide for said drainage.
6. On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable to the satisfaction of the Public Works Supervisor.
7. All of the work herein contemplated shall be done to conform with current government and industry standards under the supervision and to the satisfaction of the Public Works Supervisor and the entire expense of said supervision shall be borne by the permittee.
8. The City hereby reserves the right at any time in the future to order the change of location or the removal of any structure(s) or facility(ies) authorized by this permit. Said change or removal to be made at the sole expense of the permittee, or its successors and assigns, unless such structure(s) or facility(ies) have been located pursuant to the special provisions.
9. All such changes, reconstruction or relocation by the permittee shall be done in such a manner as will cause the least interference with any of the functions of the City of Middleton.

This permit or privilege granted under _____ shall not be deemed or held to be an exclusive one and shall not prohibit the City of Middleton from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the City of Middleton tom using any of its roads, streets, or public places or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The City may revoke, amend, amplify or terminate this permit or any of the conditions herein enumerated if permittee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the utility herein granted is not installed or operated and maintained in conformity herewith.

12. The permittee shall maintain at its sole expense the structure or subject for which the permit is granted,
13. Adequate drawings or sketches shall be included showing the existing and/or proposed location of the facility with respect to the existing and/or planned location of the road improvement, the traveled way, the rights of way lines, and where applicable, the control of access lines and approval access points.
14. If trench or pavement settlement should occur within two years from the date of installation, repairs shall be made by the permittee as directed by the Public Works Supervisor at no cost to the City. If the permittee fails to make the necessary repairs, the City will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claim has been settled.
15. No work shall be started until an authorized representative of the Public Works Department has given notice to the permittee to proceed.
16. A bond in the amount of \$_____ is required for the protection of the City of Middleton as set forth in the terms of the bond.
17. Any replacement of, addition to, or change in the facility granted by this permit shall require a new permit prior to initiation of such work.

PERMIT TO BE VOIDED IF WORK NOT COMPLETED BY _____

CLASS I

- Crabapple, Red and White Flowering
- Flowering Dogwood/Goldenraintree
- Washington Hawthorn/Japanese Tree Lilac
- Saucer Magnolia/Amur Maple
- Hedge Maple/Flowering Pear
- Blireiana Plum/Eastern Redbud
- Staghorn Sumac

CLASS II

- Mountain Alder/Green Ash
- Raywood Ash/White Ash
- River Birch/Amur Corktree
- Turkish Hazel/Ginkgo
- Hackberry/Honeylocust
- Hornbeam/Horsechestnut
- American Linden/Littleleaf Linden
- Silver Linden/Cucumbertree
- Norway Maple/Sugar Maple
- Japanese Pagodatree/Persimmon
- Sweetgum/Yellowwood

CLASS III

- European Beech/Northern Catalpa
- Kentucky Coffeetree/Black Cottonwood
- Bur Oak/English Oak
- Red Oak/Swamp White Oak
- London Planetree/Tuliptree

NOT ALLOWED IN RIGHTS OF WAY OR WITHIN 15 FEET OF SIDEWALK:

Conifers

Silver Maple

Red Maple

Boxelder or Sensation Maple

Poplar

Quaking Aspen

Willow

Elm

Black Locust

Honey Locust

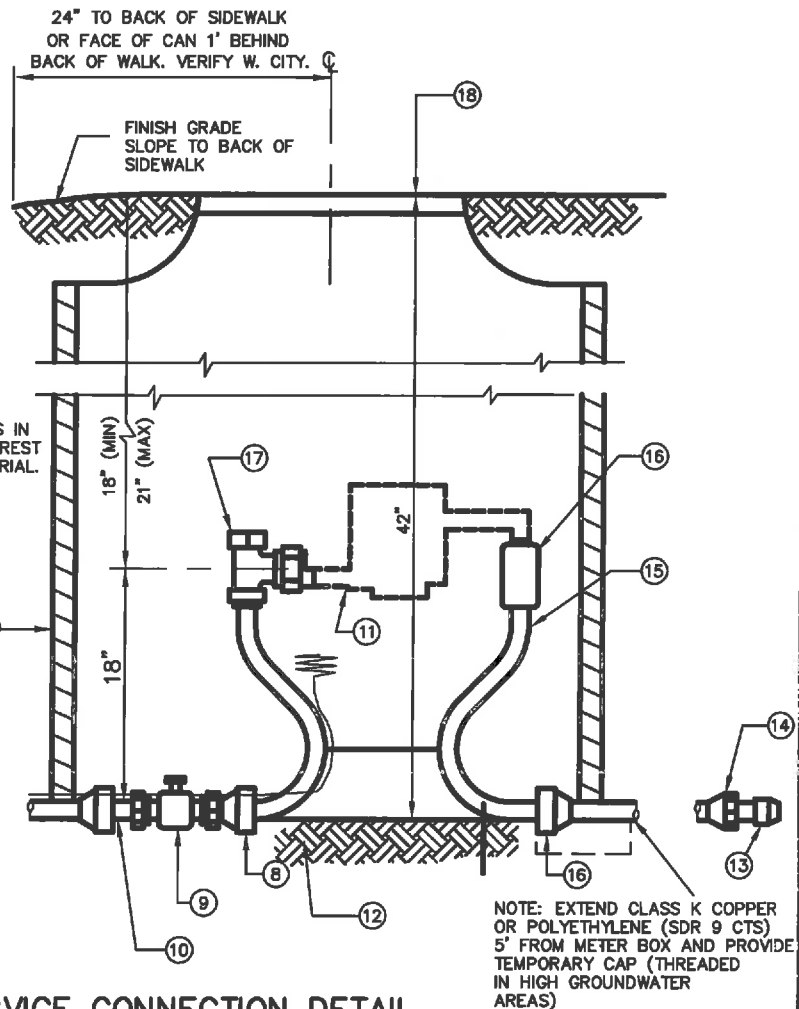
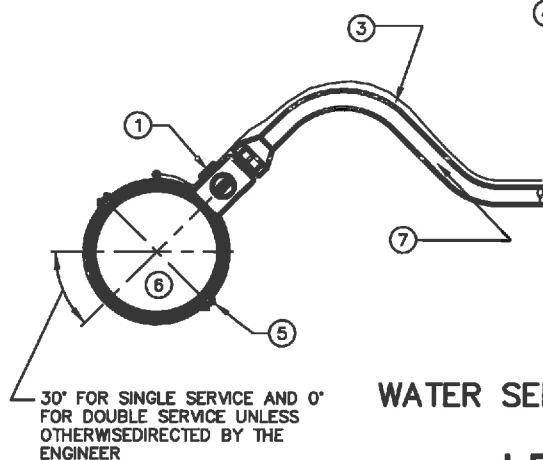
Black Walnut

Tree of Heaven

European Ash

NOTES:

- (A) ALL PRODUCTS AS LISTED.
- (B) NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO BE USED.
- (C) SERVICE PIPE: COPPER K OR POLYETHYLENE (SDR 9 CTS) FROM MAIN LINE TO METER AND 5 FEET FROM METER ON HOME SIDE.
- (D) SADDLE COUPLINGS: USED FOR CONNECTION OF ALL SERVICE LINES TO PVC MAIN. SERVICE SADDLES: EPOXY COATED STEEL WITH STAINLESS STEEL BAND AND I.P. THREADS.
- (E) NO SERVICE CONNECTIONS WITHIN ONE FOOT OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE ON THE SAME JOINT OF PIPE THE ALONG CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF THREE FEET.
- (F) CENTER METER BOXES LOCATED IN CONCRETE DRIVEWAYS IN A 4'X 4' SQUARE OF CONCRETE, SEPARATED FROM THE REST OF THE DRIVEWAY CONCRETE BY EXPANSION JOINT MATERIAL. USE 30" TILE WITH CONCRETE GRADE RING, STANDARD MANHOLE RING AND LID MARKED "WATER".
- (G) U BRANCH REQUIRED ONLY FOR DOUBLE SERVICE.



WATER SERVICE CONNECTION DETAIL

N.T.S.

LEGEND

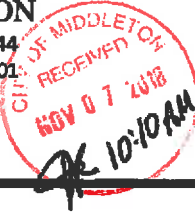
- (1) CORPORATION STOP SHALL BE THREE-QUARTER INCH (3/4") FOR A SINGLE SERVICE LINE AND ONE AND ONE-HALF INCH (1 1/2") FOR A DOUBLE SERVICE LINE. SHALL BE M.I.P. (TO SADDLE) BY COMPRESSION CONNECTION (TO SERVICE LINE).
- (2) NOT USED.
- (3) NO. 12 COPPER FINDER WIRE. SEE ISPPWC SD-514 FOR SPLICING.
- (4) 18" DIA. X 42" DEEP METER BOX FOR SINGLE. 24" DIA. X 42" DEEP METER BOX FOR DOUBLE. (NOTCH FOR SERVICE LINES).
- (5) SERVICE SADDLE: ROMAC (SINGLE STAINLESS STEEL STRAP) FOR WATER MAIN LESS THAN 12" IN DIAMETER OR ROMAC (DOUBLE STAINLESS STEEL STRAP) FOR WATER MAIN GREATER THAN 12" IN DIAMETER. SHALL BE F.I.P. THREAD CONNECTION.
- (6) WATER MAIN.
- (7) POLYETHYLENE (SDR 9 CTS) OR CLASS K COPPER PIPE: 3/4" MIN. FOR SINGLE SERVICE AND 1 1/2" FOR DOUBLE SERVICE. NO SPLICE IN SERVICE LINE.
- (8) METER YOKE END CONNECTION: MULTI-PURPOSE THREAD (TO METER YOKE) BY M.I.P.
- (9) CURB STOP SHALL BE BALL VALVE TYPE. SHALL BE F.I.P. BY F.I.P.
- (10) U-BRANCH: COMPRESSION FITTING (TO SERVICE LINE) BY M.I.P.
- (11) WATER METER FURNISHED AND INSTALLED BY CITY OF MIDDLETON.
- (12) FIRM UNDISTURBED EARTH. (SET ON 2" X 22" DIAMETER PRECAST CONCRETE BLOCK IF OVER EXCAVATION OCCURS).
- (13) COPPER CAP.
- (14) SERVICE FITTING: BRASS 3/4" COMPRESSION CONNECTION BY M.I.P.
- (15) METER SETTER: 18" MINIMUM MUELLER B-2404-2N WITH 5/8" X 3/4" WITH LOCK WING MUELLER 300 ANGLE BALL VALVE.
- (16) METER YOKE END CONNECTION: MULTI-PURPOSE THREAD BY COMPRESSION CONNECTION.
- (17) LOCK WING MUELLER 300 ANGLE BALL VALVE.
- (18) LID COVERS 18" TYLER UNION TYPE 6150 WITH SINGLE KNOCKOUT IN PLACE. SET 0.2' ABOVE BACK OF SIDEWALK GRADE OR FINISHED GRADE.

CITY OF MIDDLETON SUPPLEMENTAL STANDARDS MODIFIED WATER SERVICE CONNECTION DETAIL

9

**CITY OF MIDDLETON**

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

**PLANNING DEPARTMENT****APPLICATION TO EXTEND PRELIMINARY PLAT APPROVAL**

Revision: 09/13/2017

Date of acceptance: 11/7/18Accepted by: [Signature]Fee: \$ 200.00 Rec 1.231835**Property Owner):**

West Highlands Land Development, LLC noelle@noellegambill.com
Name Phone Email
1116 South Vista Avenue, #471, Boise, Idaho 83705
Address City, State Zip

Representative:

Jeffrey W. Bower (208) 388-1260 jeffbower@givenspursley.com
Name Phone Email
Givens Pursley LLP, 601 West Bannock Street, Boise, Idaho 83702
Address City, State Zip

Site Information:Subdivision: West Highlands Ranch Date of Approval: May 6, 2009Crossroads: Willis Road at Cemetery Road, Hartley Lane, and Emmett Road**Application Checklist**☒ **Completed Application**☒ **Narrative:** attach a description of the following:

- Date of original approval
- Date the approval will expire
- Reason for requesting the time extension
- Extension time period requested
- Progress to date on the project.

☒ **Proof of ownership:** Deed attachedJeffrey W. Bower

Printed Name

[Signature]
Signature

NARRATIVE IN SUPPORT OF
APPLICATION TO EXTEND PRELIMINARY PLAT APPROVAL

The Applicant is the owner of the remaining land to be developed in the West Highlands Ranch Subdivision ("West Highlands"). The Middleton City Council approved West Highlands in July of 2006, including a multi-phase preliminary plat with 797 residential lots. In 2009, the Middleton City Council amended West Highlands' preliminary plat to include additional land and increased the number of buildable lots to 967. As amended, West Highlands is a 20-phase residential development. As of the date of this application, final plats for phases 1-8 have been recorded and largely built out. Final plat applications have been submitted and approved by the City for phases 9, 10, and 11. The phase 11 final plat application was submitted on December 27, 2017. The current city code provides that final plat applications in multi-phase developments are to be submitted at least every two years. See Middleton City Code §1-14-5-E. However, the City has interpreted West Highlands' development agreement, as amended, to require compliance with the 2006 version of the Middleton City Code, which required final plat applications in multi-phase developments to be submitted in intervals not to exceed one year. Applying the 2006 code, the next final plat application for West Highlands should be submitted on December 27, 2018. Applicant is requesting a one year extension to December 27, 2019 to submit the final plat application for phase 12 of West Highlands. The requested extension is warranted given the City's interpretation that the 2006 code applies and because the extension will allow the Applicant time to negotiate a potential school site with the Middleton School District and to effectively market and sell West Highlands.

2014-046465

RECORDED

12/30/2014 09:28 AM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Page: 5 BJBROWN \$22.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

ACCOMMODATION

RE RECORD TO CORRECT LEGAL



Pioneer Title Co.

5680 E. Franklin Rd., Ste. 150
Nampa, ID 83687

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

2014-044475

RECORDED

12/11/2014 09:43 AM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Page: 2 DWILSON \$13.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

QUITCLAIM DEED

For Value Received

RayCol, Inc., an Idaho corporation

do hereby convey, release, remise and forever quit claim unto

West Highlands Land Development, LLC, an Idaho limited liability company
whose address is 3103 W Sheryl Dr., Ste 100, Meridian, ID 83646

the following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof. And see Exhibit B attached hereto
and made a part hereof (consisting of 3 pages)

together with their appurtenances.

Dated: December 8, 2014

RayCol, Inc.

By: Thomas M Coleman, Jr.

State of IDAHO, County of CANYON

On this 9 day of December in the year of 2014, before me, the undersigned, a Notary Public
in and for said State, personally appeared Thomas M Coleman, Jr.
known or identified to me to be the PAID of the corporation that executed the
instrument or the person/persons who executed the instrument on behalf of said corporation, and
acknowledged to me that such corporation executed the same.

Residing at: Carrie Homburg

Commission Expires: 3/10/15

Residing at: Melba, ID

Commission Expires: 3/10/15



Exhibit A

Government Lots 1, 2, 3 and 4 of Section 36, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho

EXCEPT THEREFROM a tract of land lying within Government Lot 1 of said Section 36, more particularly described as follows:

BEGINNING at a brass cap marking the Northeast corner of U.S. Government Lot 1 of the Southeast Quarter of Section 36, Township 5 North, Range 3 West Boise Meridian; thence along the East line of said Government Lot 1

South 89° 01' 21" East a distance of 1,108.24 feet to a 5/8 inch rebar and the **TRUE POINT OF BEGINNING**; thence leaving said East line

South 89° 37' 29" West a distance of 383.51 feet to a 5/8 inch rebar; thence

South 89° 01' 21" East a distance of 212.99 feet to a 5/8 inch rebar on the South line of said U.S. Government Lot 1; thence along said South line

North 89° 37' 29" East a distance of 383.51 feet to a Brass Cap monument marking the Southeast corner of said U.S. Government Lot 1; thence along the East line of Section 1, Township 4 North, Range 3 West, Boise Meridian

North 89° 01' 21" West a distance of 212.99 to the **TRUE POINT OF BEGINNING**.

ALSO EXCEPT THEREFROM a tract of land lying within Government Lot 2 of said Section 36, more particularly described as follows:

Beginning at a brass cap marking the Southwest corner of Government Lot 2, Section 36, Township 5 North, Range 3 West Boise Meridian, Canyon County, Idaho; thence along the South line of said Government Lot 2

North 89° 37' 29" East a distance of 333.94 feet to a 5/8 inch rebar; thence leaving said South line

North 89° 23' 17" West a distance of 330.38 feet to a 5/8 inch rebar; thence

North 89° 59' 03" West a distance of 331.88 feet to a 5/8 inch rebar on the West line of said Government Lot 2 of said Section 36; thence along said West line

South 89° 04' 14" West a distance of 331.56 feet to the Point of Beginning.

AND ALSO EXCEPT THEREFROM that portion lying within the Plat of West Highlands Ranch Subdividing No. 1, according to the Plat filed in Book 41 of Plats, page 30, records of Canyon County, Idaho

AND ALSO EXCEPT THEREFROM (Exhibit B)

EXHIBIT B (1 of 3)



THE LAND GROUP, INC.

June 23, 2010
Project No. 110005
West Highlands LLC
Project Parcel No. 11

A tract of land situated in a portion of US Government Lot 4, Section 36, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, described as follows:

Beginning at a found brass cap which monuments the Southwest Corner of said US Government Lot 4, of said Section 36, thence following the westerly line of said US Government Lot 4, North $00^{\circ}46'38''$ East a distance of 330.20 feet to a point;
Thence leaving said westerly line, South $89^{\circ}45'49''$ East a distance of 43.37 feet to a point;
Thence South $03^{\circ}13'47''$ East a distance of 30.68 feet to a point;
Thence South $09^{\circ}21'59''$ East a distance of 182.86 feet to a point;
Thence South $89^{\circ}13'22''$ East a distance of 15.05 feet to a point;
Thence South $13^{\circ}58'38''$ East a distance of 18.21 feet to a point;
Thence 33.59 feet along the arc of a circular curve to the left, said curve having a radius of 222.48 feet, a central angle of $08^{\circ}39'05''$, a chord bearing of South $18^{\circ}18'08''$ East and a chord distance of 33.56 feet to a point;
Thence 16.99 feet along the arc of a circular curve to the left, said curve having a radius of 37.50 feet, a central angle of $25^{\circ}57'23''$, a chord bearing of South $35^{\circ}41'48''$ East and a chord distance of 15.84 feet to a point;
Thence 46.61 feet along the arc of a circular curve to the left, said curve having a radius of 63.00 feet, a central angle of $41^{\circ}05'19''$, a chord bearing of South $69^{\circ}13'09''$ East and a chord distance of 45.62 feet to a point;
Thence South $89^{\circ}45'49''$ East a distance of 46.37 feet to a point;
Thence South $00^{\circ}14'11''$ West a distance of 10.00 feet to a point;
Thence South $89^{\circ}45'49''$ East a distance of 27.00 feet to a point;
Thence South $00^{\circ}14'11''$ West a distance of 5.00 feet to a point on the northerly prescriptive right-of-way line of Willis Road;
Thence following said northerly prescriptive right-of-way line, South $89^{\circ}45'49''$ East a distance of 95.43 feet to a point;
Thence leaving said northerly prescriptive right-of-way line, South $00^{\circ}46'38''$ West a distance of 25.00 feet to a point on the southerly line of said US Government Lot 4;
Thence following said southerly line, North $89^{\circ}45'49''$ West a distance of 330.20 feet to the POINT OF BEGINNING.

EXHIBIT B (2 of 3)



THE LAND GROUP, INC.

The above-described tract of land contains 0.75 acres (32,574 square feet), more or less of which 15,830 square feet is prescriptive right-of-way.

Prepared By: THE LAND GROUP, INC.
462 E. SHORE DRIVE, SUITE 100
EAGLE, IDAHO 83616
208-939-4041
208-939-4445 (FAX)



EXHIBIT B (3 of 3)



THE LAND GROUP, INC.

June 23, 2010
Project No. 110005
West Highlands LLC
Project Parcel No. 12

A tract of land situated in a portion of US Government Lot 4, Section 36, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, described as follows:

Commencing at a found brass cap which monuments the Southwest Corner of said US Government Lot 4, of said Section 36, thence following the westerly line of said US Government Lot 4, North 00°46'38" East a distance of 330.20 feet to THE POINT OF BEGINNING.

Thence following said westerly line, North 00°46'38" East a distance of 1,027.53 feet to a found 5/8-inch steel pin which monuments the Northwest Corner of said US Government Lot 4;

Thence leaving said westerly line and following the northerly line of said US Government Lot 4, South 89°21'48" East a distance of 25.00 feet to a point on the easterly prescriptive right-of-way line of Emmett road;

Thence leaving said northerly line and following the said easterly prescriptive right-of-way line, South 00°46'38" West a distance of 657.79 feet to a point;

Thence leaving said easterly prescriptive right-of-way line, South 89°13'22" East a distance of 2.00 feet to a point;

Thence South 01°09'20" East a distance of 250.13 feet to a point;

Thence South 03°13'47" East a distance of 119.68 feet to a point;

Thence North 89°45'49" West a distance of 43.37 feet to the POINT OF BEGINNING.

The above-described tract of land contains 0.66 acres (28,883 square feet), more or less of which 25,886 square feet is prescriptive right-of-way.

Prepared By: THE LAND GROUP, INC.
462 E. SHORE DRIVE, SUITE 100
EAGLE, IDAHO 83616
208-939-4041
208-939-4445 (FAX)

