



AGENDA

City Council Meeting
City of Middleton, Idaho

Date: Wednesday, April 17, 2019

Time: 6:30 p.m.

Location: 6 N. Dewey Ave., Middleton, Idaho

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

Action Items

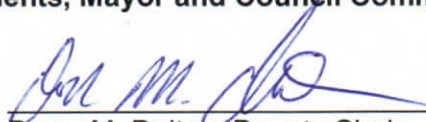
1. Consent Agenda (items of routine administrative business)
 - a) Consider approving minutes for Council's April 3, 2019 regular meeting.
 - b) Consider ratifying April 12, 2019 payroll in an amount of \$64,811.53 and approving accounts payable thru April 16, 2019 in the amount of \$119,003.51 which includes city debit card purchases.
 - c) Consider approving Financial Orders 2, 3 and 4 transferring amounts between funds and categories.
2. Consider awarding the bid for chip-sealing about 4.75 miles of city roads to Knife River in an amount not to exceed \$200,000.
3. Consider purchasing a CAT skidder from Western States in an amount not to exceed \$69,000
4. Consider approving Ordinance No. 619 to amend Middleton City Code Titles 1, 4, 7 and 8.

Information

5. Ed Karass, City Treasurer, budget update
6. Victor Rodriguez, Canyon County Concerned Citizens Committee, Canyon County Jail Facility
7. Lt. Darren Ward, Canyon County jail facility
8. City Administrator and City Treasurer, update water and sewer funds

Public Comments, Mayor and Council Comments, Adjourn

Posted by:


Dawn M. Dalton, Deputy Clerk



Date: April 15, 2019 2:15 p.m.

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

MIDDLETON CITY COUNCIL
APRIL 3, 2019

The Middleton City Council meeting on April 3, 2019 was called-to-order at 6:30 p.m. by Mayor Darin Taylor. Mayor introduced City Engineer Amy Woodruff, City Attorney Chris Yorgason, Deputy Clerk Dawn Dalton, and City Treasure Ed Karass.

Roll Call: Council Members Carrie Huggins, Jeff Garner, Beverlee Furner and Council President Rob Kiser were present.

Action Items:

1. **Consent Agenda (items of routine administrative business)**
 - a) **Consider approving minutes for Council's March 20, 2019 regular meeting.**
 - b) **Consider ratifying March 29, 2019 payroll in an amount of \$43,615.26 and approving accounts payable thru April 2, 2019 in the amount of \$315,449.67.**
 - c) **Consider joining other cities around the nation in approving a Proclamation declaring April 8–12, 2019 as the "Week of the Young Child" in Middleton.**

Motion: Motion by Council President Kiser to approve consent agenda items a - c with the change to item c adding the recognition of Child Abuse Prevention month to the proclamation was seconded by Council Member Furner and carried unanimously.

2. **Consider approving a preliminary re-plat permit for Phase Nos. 2 and 3 of The Crossings at Meadow Park Subdivision.**

Mayor Taylor called and introduced the agenda item, reporting that the plat met city standards except the curve radii at the two knuckles, which Engineer Woodruff Explained.

Motion: Motion by Council President Kiser to approve the preliminary re-plat was seconded by Council Member Huggins and carried unanimously.

3. **Consider approving the final plat for Valhalla Country Estates Subdivision No. 1.**

Mayor Taylor called and introduced the agenda item, reporting that almost all required improvements had been constructed or excepted from standards by the Planning and Zoning Commission. Compaction tests were being reviewed by the City engineer and the applicant is scheduled to pave over road patches this week.

Mayor Taylor said the project engineer, Mason & Associates, would notify the city when all required infrastructure improvement had been made, the city would conduct a final walk thru inspection and make one punch list of items needing corrected, if any, and then the city engineer would signed the final plat before the applicant records it.

Motion: Motion by Council President Kiser to approve the final plat on condition the plat meets city standards after review by the City Engineer was seconded by Council Member Garner and carried unanimously.

-
4. **Consider approving the proposal from SPF Water Engineering to, in an expedited schedule, amend the City's water facility plan on file with the Idaho Department of Environmental Quality, and design and manage construction of a water-pressure booster station to be located on land owned by the city in Magic Park, in an amount not to exceed \$172,500.**

Mayor Taylor called the agenda item and City Engineer Amy Woodruff gave a brief explanation of the project and the projects need. Mayor Taylor asked if there was anyone in the audience who would like to speak to this item: none.

Motion: Motion by Council President Kiser to approve the proposal was seconded by Council Member Huggins and carried unanimously by roll call vote.

5. **Consider approving the idea of collecting "District Park" impact fees for Greater Middleton Parks and Recreation District and "Fire District" impact fees for Middleton Rural Fire District conditioned on Canyon County collecting the fees and Middleton approval of interagency agreements.**

Mayor Taylor called and introduced the agenda item. **Bill Gigray III** from White Peterson said he represented the Greater Middleton Parks and Recreation District (Recreation District) and the Middleton Rural Fire District (Fire District). He described Idaho impact fee statutes and how they worked, which would allow the city to collect impact fees for both the Recreation and Fire districts. **Ann Wescott** from Galena Consulting gave a brief overview on the capital improvement plans for the districts and how the impact fees were determined for each district.

Mayor Taylor asked if there was anyone in the audience who would like to speak to this item: **Mike Okamura, Debbie Sandler and Chief Timinsky** all stated that the cost of growth should be placed on the new growth coming into the city instead of the current residents already in the city. They and Mr. Gigray said the districts would pay city administrative and legal expenses incurred to implement, collect, distribute, and account for the impact fees.

Motion: Motion by Council President Kiser to approve the idea of collecting a "District Park" and "Fire District" impact fees was seconded by Council Member Garner and carried unanimously.

6. **Consider awarding the Piccadilly Park restroom pad preparation project to Star Construction in an amount not to exceed \$107,050.**

Mayor Taylor called the agenda item and City Engineer, Amy Woodruff, described the project, bidding results, and recommended lowest, responsive, responsible bidder. Mayor Taylor asked if there was anyone in the audience who would like to speak to this item: none.

Motion: Motion by Council President Kiser to award the project to Star Construction was seconded by Council Member Garner and carried unanimously.

7. Consider scheduling a public hearing to discuss whether or not to sell Davis Park.

Mayor Taylor called and introduced the agenda item, and asked if there was anyone on the audience who would like to speak to this item: **Tim O'Meara** stated that the green space is nice to have in the city and that even though the park isn't used often by residents the greenery when entering the city is a nice feel and that the city should hold onto the park.

Motion: Motion by Council President Kiser to schedule a public hearing was seconded by Council Member Huggins and carried unanimously.

Information

7. Becky Crofts, City Administrator, increased thresholds in Idaho Procurement Law
Mayor Taylor called the agenda item and provided information in Mrs. Crofts' absence.

8. Ed Karass, City Treasurer, financial update through March 29, 2019
Mr. Karass presented Council with a financial report through the end of March and said he would be back on May 1, 2019 to start Fiscal Year 2020 budget talks.

9. Rachele Klein, Republic Services trash market losses
Rachele Klein explained the collapse of Chinese purchases recycled materials, and she would be back to ask for an increase in recycling costs. Also, Republic is restructuring routes with a 20% growth projection for each route, and new routes would start in June.

10. Dr. Jack Harrison, Hyqual P.A., Update: IPDES, Mill Slough Water Quality Plan
Dr. Harrison's PowerPoint presentation reminded Council of the importance of spending time and thousands of dollars now working with Idaho Department of Environmental Quality for a wastewater discharge permit that allowed alternate points of discharge, natural treatment to offset or generate pollutant credits as methods of permit compliance, and a reasonable compliance schedule, especially for temperature limits, all of which could save Middleton residents \$10,000,000 in the next 20-25 years.

Public Comments: **Cindy Powell** said the Food Bank was operating out of a storage unit with no electricity, etc. and that is deplorable. Another resident briefly explained to Ms. Powell the history of the Food Bank and Food Pantry, and both concluded "they need to work together."

Mayor and Council Comments: Council Member Furner announced the Ribbon Cutting opening of the Western Idaho Community Crisis Center on April 22, 2019, and requested each Middleton Police vehicle carry Naloxone that immediately reverses overdose effects of Methamphetamine and narcotics.

Adjourn: Mayor Taylor adjourned the meeting at 10:15 p.m.

ATTEST:

Darin Taylor, Mayor

Becky Crofts, City Administrator
Minutes Approved: April 17, 2019

1C

City of Middleton

Treasurer

FINANCIAL ORDER

FY 2019-02

ORDERED

That the Treasurer be authorized to transfer funds not to exceed \$412,500 from Account 60-590-991, Water Fund Transfers Out, to the following accounts within the Water Fund; 60-434-240, Supplies, \$10,000; 60-434-351, Maintenance, \$20,000; 60-434-510, Buildings, \$10,000; 60-434-515, Infrastructure, \$287,500; and 60-434-530, Capital, \$85,000.

Be it further ordered,

that the Treasurer be authorized to increase the allotment in the following Capital Line Categories: \$85,000 in account 60-434-530, Capital; \$287,500 in account 60-434-515, Infrastructure; and by \$10,000 in account 60-434-510, Buildings, and, increase allotment in the following All Other Line Categories; \$10,000 in account 60-434-240, Supplies; and by \$20,000 in account 60-434-351, Maintenance.

Be it further ordered,

That the Treasurer shall be authorized to decrease the allotment in the Transfer Line Category in account 60-590-991, Transfers Out by \$412,500.

Be it further ordered,

that the Treasurer authorize the expenditures in accordance with the Revision of the Budget Program for "Fiscal Year ending September 30, 2019", for which this Order shall serve as our sufficient warrant.

Statement of Fact

This Financial Order reduces the funding to Fund 71 to zero for Fiscal Year 2019. The reduction is necessary to fund shifting priorities in Fund 60. An inventory of copper fittings and supplies revealed extremely low levels of parts to support maintenance operations. With increased demands for service requirements, additional was added to the maintenance line to ensure continuity in service. Shifting priorities and lack of funding availability have caused changes in the Capital Lines and uncertainty in Capitalization of some of the projects. A list of projects is attached.

FAILURE TO APPROVE THIS ORDER WILL HAVE A NEGATIVE EFFECT ON THE WATER FUND'S ABILITY TO MAINTAIN AN UNINTERRUPTED SUPPLY OF WATER TO MIDDLETON'S CUSTOMERS.

Mayor

Council Chair: _____

Councilor: _____

Councilor: _____

Councilor: _____

Date
Approved: _____

DUFF TO KINGSBURY	172,500	
DUFF TO KINGSBURY	1,601	
DUFF TO KINGSBURY - Kofed	152,723	
		<u>326,824</u>
CAPITAL EXPENDITURES		
POWDER RIVER BOOSTER STATION AIR CONDITIONER	10,000	
GENERATOR - WELL 4	85,000	
METERS AND TRANSMITTERS	65,000	
		<u>160,000</u>
BOISE RIVER WATER LINE ((Suspended)		428
MAINTENANCE & OPERATIONS	10,000	
PARTS	20,000	
MAINTENANCE		<u>30,000</u>
		<u><u>517,252</u></u>

City of Middleton

Treasurer

FINANCIAL ORDER

FY 2019-03

ORDERED

That the Treasurer be authorized to transfer funds not to exceed \$461,000 from Account 61-590-991, Waste Water Fund Transfers Out, to the following accounts within the Waste Water Fund; 61-435-245, Permits, \$84,400; 61-435-430, Engineering, \$125,140; 61-435-510, Buildings, \$15,200; 61-435-515, Infrastructure, \$70,260; 61-435-520, Improvements, \$126,000; and 61-435-530, Capital, \$40,000.

Be it further ordered,

that the Treasurer be authorized to increase the allotment in the following Capital Line Categories: \$40,000 in account 60-434-530, Capital; \$126,000 in account 61-435-520, Improvements; \$70,260 in account 61-435-515, Infrastructure; and by \$15,200 in account 61-435-510, Buildings, and, increase allotment in the following All Other Line Categories; \$84,400 in account 61-435-245, Permits; and by \$125,140 in account 61-43-430, Engineering.

Be it further ordered,

That the Treasurer shall be authorized to decrease the allotment in the Transfer Line Category in account 61-590-991, Transfers Out by \$461,000.

Be it further ordered,

that the Treasurer authorize the expenditures in accordance with the Revision of the Budget Program for "Fiscal Year ending September 30, 2019", for which this Order shall serve as our sufficient warrant.

Statement of Fact

This Financial Order reduces the funding to Fund 71 to zero for Fiscal Year 2019. The reduction is necessary to reflect perceived tightening of capital resources available for projects and increased costs of IPDES permitting. An expenditure schedule is attached.

FAILURE TO APPROVE THIS ORDER WILL HAVE A NEGATIVE EFFECT ON THE WASTE WATER FUND'S ABILITY TO MAINTAIN AN UNINTERRUPTED SERVICE TO MIDDLETON'S CUSTOMERS.

Mayor

Council Chair: _____

Councilor: _____

Councilor: _____

Councilor: _____

Date

Approved: _____

MASTER PLAN COMPLETION		100,000
MILL SLOUGH PHASES II & III (To be expended)	4,000	
MILL SLOUGH PHASES II & III (Expended)	<u>5,283</u>	9,283
IPDES	45,000	
ADDITIONAL IPDES	<u>19,400</u>	64,400
HISTORIAN (Hardware/Software)		26,000
INFUEENT PUMP		3,000
INFLUENT WET WELL REBUILD		70,000
SOLIDS HANDLER - ENGINEERING	40,000	
LAGOON REBUILD AND LINING	<u>100,000</u>	140,000
HARTLEY LIFT STA. TO SOUTH SIDE SHWY 44 FROM CHARTER SCHOOL TO WASTEWATER TREATMENT PLAN - DESIGN		20,000
FACILITIES PLAN		15,200
WATER QUALITY MONITORING		<u>13117</u>
		<u><u>461,000</u></u>

City of Middleton

Treasurer

FINANCIAL ORDER

FY 2019-04

ORDERED

That the Treasurer be authorized to transfer funds not to exceed \$35,498 from Account 01-550-100, General Fund Salary Plan Reserve, to Account 01-415-424, General Fund Account Administration, Professional Fees Litigation; Transfer funds not to exceed \$4,000 from Account 01-415-725, General Fund Administration Community Support to Account 01-415-424, General Fund Account Administration, Professional Fees Litigation, and Transfer funds not to exceed \$2,000 from Account 01-415-360, General Fund Account Newsletter, to Account 01-415-424, General Fund, Professional Fees, Litigation. Further, that the Treasurer be authorized to transfer funds not to exceed \$13,102 from Account 02-431-351, Transportation Fund, Maintenance to Account 01-415-424, General Fund Account Administration, Professional Fees Litigation.

That the Treasurer be authorized to transfer funds not exceed \$144,000 from Accounts 02-431-100 through 02-431-129 comprising Personal Services in the Transportation Fund, to Account 02-431-430, Transportation Engineering, and, Transfer funds not to exceed \$34,000 from Account 002-431-100 through 02-431-129 comprising Personal Services in the Transportation Fund, to 02-431-520, Transportation Fund, Capital Improvements. Further, that the Treasurer be authorized to transfer funds not to exceed \$111,000 from Account 02-431-351, Transportation Fund, Maintenance to Account 02-2431-520, Transportation Fund, Capital Improvements.

Be it further ordered,

that the Treasurer be authorized to increase the allotment in the following All Other Line Categories: \$54,600 in accounts 01-415-424 and by \$144,000 in account 02-431-430. In the Capital Line Category the Treasurer be authorized to increase account 02-431-520 by \$34,000.

Be it further ordered,

That the Treasurer shall be authorized to decrease the allotments in the Personal Services Line Category in the Transportation Fund in accounts 02-431-100 through account 02-431-129 by \$177,000. In the All Other Line Category in the following accounts: in account 01-550-100 by \$35,498; in account 01-415-725 by \$4,000; in account 01-415-360 by \$2,000 and, by \$124,102 in account 02-431-351.

Be it further ordered,

that the Treasurer authorize the expenditures in accordance with the Revision of the Budget Program for "Fiscal Year ending September 30, 2019", for which this Order shall serve as our sufficient warrant.

Statement of Fact:

This Financial Order makes funds available on an emergency basis to pay additional costs for the settlement of the Galvin v. City (Case Number CV – 2016-6062-C, ISCD 45578-2017). The Settlement accrues interest of \$8.58 per day. Since the initial disposition of the case on November 21, 2017 the settlement has accrued interest amounting to \$4,351.58 through April 12, 2019. This Order prevents further accrual of interest beyond April 2019 as a special check run will be initiated upon approval of the order.

Additionally, this Order realigns funding in the Transportation Fund to pay the cost of approved projects.

FAILURE TO APPROVE THIS ORDER WILL HAVE A DETRIMENTAL EFFECT ON THE CITY AS THE LIABILITY TO THE GALVINS WILL CONTINUE TO INCREASE BY \$8.58 PER DAY. FURTHER, IN ORDER TO CONTINUE APPROVED TRANSPORTATION PROJECTS FUNDS MUST BE POSITION TO PAY CURRENT AND FUTURE CONTRACTUAL AGREEMENTS ENTERED INTO BY THE CITY.

Mayor

Council Chair: _____

Councilor: _____

Councilor: _____

Councilor: _____

Date

Approved: _____



CITY OF MIDDLETON
1103 W MAIN STREET * MIDDLETON

Administrative Office: 208-585-3133

Fax: 208-585-9601

Emergency After Hours: 208-921-0029

PURCHASE ORDER

BUDGETED ITEM? ☒ Yes ☐ No

FOR INTERNAL USE ONLY - NOT TO BE SENT TO VENDORS

PURCHASE ORDER - NUMBER: 2019047

To: 285 WESTERN STATES EQUIPMENT P O BOX 3805 SEATTLE WA 98124-3805	Ship to: CITY OF MIDDLETON 1103 W MAIN STREET PO BOX 487 MIDDLETON ID 83644
--	--

P. O. Date	Delivery Date	Created By	Department	Req Number	Terms
04/12/2019		ekarass	FLEET MANAGEME	0	

Quantity	Description	Unit Price	Total
1.00	CAT 259D CTL SKID STEER 72-432-530	60,350.00	60,350.00
1.00	83" HYDRAULIC ANGLE BROOM 72-432-530	6,950.00	6,950.00
1.00	48" PALLET FORKS 72-432-530	880.00	880.00
Freight on Board: **Error** SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			68,180.00

Authorized Signature

Becky Crofts

From: Kirby Cook <kirby@civildynamics.net>
Sent: Friday, April 12, 2019 2:42 PM
To: Becky Crofts
Cc: Darrel Gehring
Subject: Chip Seal Bid Opening
Attachments: DOC041219.pdf

Becky,

Please find attached the Chip Seal Project bid opening results. Based on bid numbers I believe we can add 1.75 miles to the project and stay under \$200k. I will work on an award recommendation and NOA and have them to you Monday morning.

Thank You,

Kirby Cook, PE



305 Cornell St.
Middleton, ID 83644
208-453-2028
kirby@civildynamics.net

CITY OF MIDDLETON – CHIP SEAL PROJECT

[illegible]



Meridian
500 E Overland Rd Meridian, ID 83642
208.888.2287

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

SALES AGREEMENT

AGREEMENT: Q000131176-7

AGREEMENT DATE: 4/4/2019

AGREEMENT EXPIRES: 3/15/2019

WAREHOUSE: Meridian Machine Sales

CUSTOMER NO.: 5858200

CUSTOMER PO:

SALESMAN: Jason F Warriner

Jason.Warriner@wseco.com

ITEM DESCRIPTION**PRICE**

2019 Caterpillar 259D Multi Terrain Loader S/N: FTL22840 SMU: 3 hrs ID:E0046862	\$60,350.00
● Caterpillar 86" GP BKT BOCE SSL .82YD S/N: A418ABC20494 ID: E0044908	
● Delivery Freight	
● New Warranty - 60 mo 1,000 hrs - POWERTRAIN + HYDRAULICS + TECH	
Caterpillar 83" Angle Broom Dry SSL S/N: BX803137 YEAR: 2019 ID: E0048936	\$6,950.00
Caterpillar 48" P Forks SSL S/N: 65SSFP058915 YEAR: 2019 ID: E0046813	\$880.00

Notes

Before Tax Balance	\$68,180.00
Sales Tax	\$0.00
Trade Payoff	\$0.00
Downpayment	\$0.00
Net Due	\$68,180.00

Western States Equipment

Order Received by

Title Salesman

Date

4-1-19

City Of Middleton

Approved and Accepted by

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.: Q000131176-7

EQUIPMENT DETAILS

3888259 259D CTL TIER 4 FINAL HRC
3453556 HEATER, ENGINE COOLANT, 120V
3456160 ROPS, ENCLOSED WITH A/C (C3)
3456359 SEAT,AIR SUSPENSION,CLOTH,HEAT
3570245 RUBBER BELT, 2 SPD, TF IDLERS
4169265 DISPLAY, ADVANCED, LCD, CAMERA
4223296 RIDE CONTROL
4359240 DOOR, CAB, GLASS
4678083 PACKAGE, PERFORMANCE, (H2)
4866956 FAN, COOLING, DEMAND
4951672 LIGHTS, HALOGEN
5631163 CERTIFICATION ARR, P65
0P0210 PACK, DOMESTIC TRUCK
0P9003 LANE 3 ORDER
2968192 BUCKET-GP, 86", BOCE
4485670 BROOM, HYDRAULIC ANG
3531697 CARRIAGE, 46", FORKS

2584096 SEAT BELT, 3"
3455148 COUNTERWEIGHT,MACHINE,EXTERNAL
3456180 RADIO, AM/FM, BLUETOOTH
3489634 TRACK,RUBBER,400MM(15.7IN)BLCK
3888034 INSTRUCTIONS, ANSI, USA
4210340 CONVERSION ARRANGEMENT
4223445 FILM, RIDE CONTROL, ANSI
4414819 PRODUCT LINK, CELLULAR PL641
4850412 CONTROL, ISO, PROP, WT
4916680 BATTERY, HEAVY DUTY, DISC
5158584 QUICK COUPLER, HYDRAULIC
4218926 SERIALIZED TECHNICAL MEDIA KIT
0P2266 SHIPPING/STORAGE PROTECTION
0P0096
0P0096
0P0096

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 identical 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: City of Middleton
By: Edward K...
Print Name: Edward K...
Title: Treasurer
Date: 4-4-2019

WESTERN STATES EQUIPMENT COMPANY
By: [Signature]
Print Name: Jason Warriner
Title: Salesman
Date: 4-1-19



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				
OWNER's NAME City Of Middleton		OWNER PHONE		
OWNER ADDRESS, CITY and ZIP CODE PO Box 487 Attn: Melissa Middleton, ID 83644-0487				
EXTENDED WARRANTY COVERAGE New Warranty - 60 mo 1,000 hrs & POWERTRAIN + HYDRAULICS + TECH				
MODEL 259D	PRODUCT DESCRIPTION 259D Multi Terrain Loader	HOUR METER 3	SERIAL NUMBER FTL22840	DELIVERY DATE

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 *EA* (Initial)

OWNER/LESSEE SIGNATURE : *Edward K...*

DATE: 4-4-2019

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 : *[Signature]*

DATE: 4-1-19

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 designated 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	259D	FTL22840	3		

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 86" GP BKT BOCE SSL .82YD	Mfr. & Model or Part No, Fabricante y Modelo o N/P 83" Angle Broom Dry SSL	Mfr. & Model or Part No, Fabricante y Modelo o N/P 48" P Forks SSL	Mfr. & Model or Part No, Fabricante y Modelo o N/P
Serial No. A418ABC20494 N/S	Serial No. BX803137 N/S	Serial No. 65SSFP058915 N/S	Serial No. N/S

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

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

Country
país USA

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

- ☐ Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegurese 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.



April 1, 2019

City of Middleton
PO Box 487
Middleton, ID 83644

Dear Valued Customer,

Please accept this letter as a guarantee for purchase of your Caterpillar Model 259D Serial Number FTL22840 . This guarantee is made in conjunction with the Governmental Failsafe Warranty. We agree to purchase this unit from you at the end of the 5 Years for the amount of \$ 35,000 based on a maximum of 1,500 S.M.U.'s. If the time period or service meter unit limits are exceeded the above machine will be appraised to determine a new value.

Lessee agrees that each Unit, upon its return, shall:

1. Be in sound mechanical condition and to be in good working order under full load.
2. Have the same attachments and piece parts as when delivered.
3. a. Have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recaps).
OR
b. Have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, track rollers;
4. Have no cracked or broken glass;
5. Have no missing sheet metal and any damage to sheet metal;
6. Have no structural damage to frame.
7. Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
8. Have no damage or modification to machine ROPS (roll over protection structure) per Caterpillar guidelines, repair or replacement of ROPS will be billed at time of return.

We require thirty (30) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.

If you have any questions or if we may be of further assistance, please call.

It is understood that under this agreement that the "terms of return" will be met and/or brought into compliance before this re-purchase agreement will be fully executed. Items that are out of compliance will be repaired and billed to

Sincerely,

Jesikah Luangaphay
Vice President, Finance


Authorized Signature

Dyke Jones
Used Equipment Manager

ORDINANCE #619

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, AMENDING TITLES 1, 4, 7 and 8 OF THE MIDDLETON CITY CODE, UPDATING THE GENERAL DEFINITIONS; CLARIFYING MEETING TIMES, JOB TITLES AND UNAPPOINTMENTS; UPDATING STANDARDS FOR PHASE DEVELOPMENTS; CLARIFYING EXEMPTIONS TO AND WAIVERS OF STANDARDS; UPDATING SPECIAL USE PERMIT REGULATIONS; UPDATING FLOOD CONTROL STANDARDS; MODIFYING FENCE STANDARDS; UPDATING AND MODIFYING NUISANCES; MAKING OTHER MINOR MODIFICATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Middleton, Idaho, is a municipal corporation organized and operating under the laws of the State of Idaho, and

WHEREAS, the City of Middleton, Idaho, seeks to streamline its administrative code;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, AS FOLLOWS:

Section 1: Certain definitions found in Middleton City Code Title 1, Chapter 3 DEFINITIONS shall be amended as follows:

HOME OCCUPATION: Any business, profession, occupation or trade conducted for gain or support within a residential building, or upon a lot if agriculturally related, which is incidental and secondary to the use of such a building for dwelling purposes and which does not change the residential character of the dwelling.

GRAFFITI: Graffiti is not public art. Graffiti is any unauthorized inscription, word, painting, sign, figure, design, or other drawings which are written, scrawled, printed, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of a building, wall, sidewalk, road, sign, phone pole, any permanent or temporary structure, or any other exterior surface on public or private property by any graffiti implement or other device, ~~to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization, is otherwise considered a public nuisance.~~

RECREATIONAL VEHICLE: A self-contained vehicle, designed for human habitation, with its own motor power, and with a passageway from the body of the home to the driver's and front passenger's seat.

SIGNS: Mobile Sign: A sign able to move or be moved freely or easily on a vehicle/trailer with wheels, being displayed with on- or off-site messages.

Section 2: Section 3 of Middleton City Code Title 1, Chapter 5 ELECTED AND APPOINTED OFFICERS; BOARDS AND COMMISSIONS shall be amended as follows:

1-5-3 The Council shall hold regular meetings on the first and third Wednesday of each month. Each meeting shall be held in the building located at 6 North Dewey Avenue and commence at six thirty o'clock (6:30) P.M., unless otherwise approved by the Council. If the first or third Wednesday shall fall on a holiday, the meeting shall be held the evening following at the same time. The Mayor or one-half (1/2) plus one of the membership of the Council may call special meetings as provided in Idaho Code section 74-204(2). All regular and special meetings shall comply with Idaho Code section 74-201 et seq., regarding open meetings.

Section 3: Section 4 of Middleton City Code Title 1, Chapter 5 ELECTED AND APPOINTED OFFICERS; BOARDS AND COMMISSIONS shall be amended as follows:

I. ~~Office~~ City Administrator: The mayor, with the consent of city council, may appoint an ~~office~~ city administrator, who shall perform such general oversight, supervisory, human resource and other duties as assigned by the mayor.

J. Terms Of Office, Unappointment: The above referenced appointive officials, and any other officials duly appointed by the mayor and city council, shall serve until removed from appointment by the procedures identified in Idaho Code 50-206.

Section 4: Section 5 of Middleton City Code Title 1, Chapter 14 ADMINISTRATIVE PROCEDURES shall be amended as follows:

E. Phase Developments: Application for final plat approvals shall be submitted in consecutive order following the phases on the approved preliminary plat, if any, and in intervals of not more than two (2) years. The City shall not accept an application for a final plat until after the City has issued a notice of completion to the subdivider that infrastructure has been constructed for that phase. The subdivider shall follow the "Idaho Standards for Public Works Construction" and the Middleton supplement to the "Idaho Standards for Public Works Construction" in effect at the time the final plat application is accepted by the City. If phase lines, numbers and/or development data change during development, the subdivider shall obtain City approval of an amended preliminary plat prior to filing an application for final plat.

Section 5: Middleton City Code Title 1, Chapter 15, Section 2 EXCEPTIONS OR WAIVERS OF STANDARDS shall be amended as follows:

A. Exceptions or waivers of standards, other than land uses according to Title 5, Chapter 4, Table 1 of this code, may be approved through one of the following ~~public hearing~~ processes:

1. Special use permit,
2. Development agreement accompanying a rezone application,
3. Variance,

4. Condition of approval as part of a land use application, or

5. ~~Condition of approval on~~ Approval of a preliminary plat, with or without conditions.

Section 6: Middleton City Code Title 1, Chapter 15, Section 7 SPECIAL USE PERMITS shall be amended as follows:

A. ~~Description And Purpose:~~

~~12.~~ Certain types of uses possess unique and special characteristics which require special consideration prior to their being permitted in a particular district. A special use permit may be granted to an applicant if the proposed use is allowed by a special use permit under the land use schedule in section 5-4-1, Table table 1 of this Code.

~~2.~~ ~~The reason for special consideration involves, among other things, the size of the area required for the full development of such use, the nature of traffic incidental to operation of the use, the effect such use has on any adjoining land uses and the effect such use has on the growth and development of the community as a whole.~~

~~31.~~ The purpose of review shall be to determine that the characteristics of any such use shall not be unreasonable or incompatible with the type of uses permitted in the area. Nothing construed herein shall be deemed to require the commission to grant a special use permit.

~~43.~~ No building permit shall be issued when a special use permit is required by the terms of this chapter, unless a special use permit has been previously granted by the City and then only in accordance with the terms and conditions of the special use permit.

~~54.~~ No special use permit shall be transferable from one property to another. In the event the property changes hands, the new owner, if he or she desires to continue the special use, shall appear before the commission for review. Said continuance use shall be subject to the same terms and conditions of the permit.

~~65.~~ Prior to granting a special use permit, studies may be required of the social, economic, fiscal and environmental effects of the proposed special use.

~~76.~~ The granting of a special use permit shall not be considered as establishing a binding precedent to grant other special use permits.

B. Procedures: The commission shall conduct at least one public hearing on the application.

C. Action By Commission: After notice and hearing, the commission may approve, conditionally approve or deny a special use permit application. Whenever the commission approves or denies a permit, it shall specify in writing: 1) the ordinance and standards used in evaluating the application; 2) the reasons for approval or denial; and 3) if denied, the actions, if any, that

the applicant can take to obtain approval. The commission shall make a decision within thirty (30) days of the conclusion of the public hearing.

D. Conditions: Upon granting a special use permit, conditions may be attached to:

1. Minimize adverse impact on other development (~~special yards or spaces, fences, parking, traffic flow, etc. and walls~~).
2. Control the sequence and timing.
3. Control duration of the use.
4. Assure that development is maintained properly.
5. Designate the location and nature of development, including signs.
6. Require the provision for on site or off site public facilities or services.
7. Require more restrictive standards than those generally required in an ordinance (surfacing of parking areas to City specifications, regulation of points of vehicular ingress and egress, landscaping and maintenance, regulation of noise, vibration, odors or other similar nuisances).
8. Specify the period of time for which a permit is issued and conditions which, if not followed, will bring about revocation of the special use permit.
9. Require mitigation of effects of the proposed use upon service delivery by any political subdivision, including school districts, providing services within the planning area of Middleton.

Section 7: Middleton City Code Title 4, Chapter 3 FLOOD CONTROL REGULATIONS is hereby amended to read as follows:

4-3-6 The special flood hazard areas identified by the Federal Emergency Management Agency in its "Flood Insurance Study (FIS) for Canyon County, Idaho and Incorporated Areas", dated ~~May 24, 2011~~ June 7, 2019, with accompanying flood insurance rate maps (FIRM) or digital flood insurance rate maps (DFIRM), and other supporting data, including any letters of map change (LOMC), are adopted by reference and declared a part of this chapter. The FIS, DFIRM, LOMC and the FIRM are on file at ~~the Office of the~~ Middleton City Hall, 1103 W Main Street 6 North Dewey Avenue, Middleton, Idaho.

4-3-7-2 A. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

B. All manufactured homes must ~~likewise be anchored~~ be elevated on a permanent foundation and be securely anchored to an adequately anchored foundation system to prevent flotation, collapse or lateral movement, and shall be installed using methods and practices that minimize

flood damage. ~~Anchoring methods may include, but are not limited to, use of over the top or frame ties to ground anchors (reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques).~~

4-3-7-3 A. All new and replacement water supply systems and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and/or discharge from the systems into floodwaters. Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

B. All sewer and water systems shall be approved by the District Health Department or the Idaho Department of Environmental Quality.

4-3-7-5 In all ~~cases of~~ special flood hazards areas where base flood elevation data is established, the provisions of this section shall be required:

A. Residential Construction

1. Connection to a central sewage treatment system shall be required. Residential development within the regulatory floodplain may be clustered (through approval of the City) to facilitate the economics of the sewage infrastructure.

2. New construction, including installed manufactured homes, and substantial improvement of any residential structure shall have:

a. The lowest finished floor elevation ~~elevated to~~ a minimum of one foot (1') above the base flood elevation;

b. The lowest floor elevation at least one foot (1') above the base flood elevation;

c. All building utility systems, including electrical, heating, ventilation, plumbing, air conditioning, ductwork and other facilities elevated at least one foot (1') above the base flood elevation.

3. All new and substantially improved structures with fully enclosed areas below the lowest finished floor that are usable solely for parking vehicles, building access, or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

a. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot (1') above grade.

c. Openings may be equipped with screens, louvers, or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.

B. Nonresidential Construction: New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the ~~finish floor elevation of the lowest floor, including basement, elevated to~~ elevation at least two feet (2') above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

~~C. Manufactured Homes: All manufactured homes to be placed or substantially improved within Zones A and AE shall be elevated and be securely anchored to an adequately anchored foundation system in accordance with the provisions of this chapter.~~

~~D.~~ E. Elevation Certificates: Elevation certificates shall be required for all structures in the SFHA, special flood hazard area, or on land formerly in the SFHA, regardless of any LOMR-F, letter of map revision based on fill, issued by FEMA, the Federal Emergency Management Agency and shall comply with all standards set forth in this chapter. When completing elevation certificates on properties removed from SFHA, use base flood elevation ~~insurance~~ data prior to removal from SFHA.

~~E.~~ F. Setback: All buildings shall be set back a minimum of fifty feet (50') from the floodway line except that when the area of special flood hazard boundary is fifty feet (50') or less from the floodway line, the boundary line shall be the setback line.

F. Floodways: Located within areas of special flood hazard are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions apply:

1. No Rise: Encroachments, including fill, new construction, substantial improvements and other development, are prohibited unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood. If this section is satisfied, development within the floodway shall comply with all applicable flood hazard reduction provisions of this chapter.
2. Mitigation To Achieve No Rise: Compensating excavation in accordance with an engineered plan for orderly conveyance of floodwater, or equivalent mitigating measures may be performed in the floodway when certified by a registered professional engineer or architect. Mitigation design shall include provisions to prevent relocation or diversion of flow paths from causing increased jeopardy to any off site property at any level of flooding from the 1-year flood up to the base flood. Provisions shall be made in a recorded development agreement between the City and the applicant to maintain excavated areas prone to fill from sediment and other debris as follows:
 - a. A plan and schedule for the future maintenance of the floodway for the period of the expected lifetime thereof and a cost estimate therefor prepared by a licensed professional engineer in the State, together with a proposed method for funding the same including, but not limited to, the creation and maintenance of a reserve

fund for that purpose, shall be submitted to the City Council for review and approval prior to the execution of the final plat by the City. The location of the floodway to be maintained shall be clearly depicted on the face of the final plat.

- b. A restrictive covenant for maintenance of the floodway shall be recorded at the time of recording the plat which said covenant shall create a homeowners'/property owners' association or substantially similar entity and make provision for the perpetual maintenance of the floodway. Said restrictive covenant shall also provide that the covenant shall run with the land and that said covenant cannot be modified or the homeowners'/property owners' association or other entity cannot be dissolved without the express consent of the City.
 - c. The Council may, in the reasonable exercise of its discretion, order the owners or the entity responsible for the maintenance of the floodway to undertake such maintenance activities as it may determine are necessary to protect the public health, safety and welfare and make such expenditures from the funds reserved therefor as may be required thereby; and the owner or responsible entity shall, as a condition of approval of floodway excavation, be deemed to have agreed to comply with any such order and to reimburse the City all its costs, including attorney fees, incurred in obtaining or enforcing any such order. Any order entered by the Council pursuant to this subsection may be enforced by a court of competent jurisdiction and the City shall be entitled to recover its costs and attorney fees incurred in connection therewith.
- 3. Emergency Access: Where setback from the floodway line is less than one hundred feet (100') but more than fifty feet (50'), compensating measures shall be designed to protect a fifty foot (50') wide access strip for emergency construction equipment. Compensating measures shall be constructed as designed and certified by a professional engineer.
 - 4. Parks And Open Spaces: In the design of public and private parks and open space areas, fixed structures or equipment that would impede floodwaters shall not be permitted within the floodway.
 - 5. Access: Any nonfloodway area surrounded by floodway shall be accessed by at least one road with suitable structures or culverts to pass floodwaters. If a bridge is required, it shall be elevated one foot (1') above the base flood elevation, have scour resistant footings extending to five feet (5') below the bottom of the channel and be capable of supporting an H-15 load as defined by the American Association of State Highway and Transportation Officials (AASHTO).

FG. Map And Narrative Required: All subdivision proposals and development permit applications shall provide a map and detailed narrative describing any abutting or on site manmade topographic features, current or proposed, that increase flood damage potential above the natural level, including road fills and other manmade embankments, prior stream channelization, existing and/or proposed landscaping features, and evident agricultural land leveling that has altered the floodplain from its original topography.

GH. Fill Requirements: For fill placed in the regulatory special flood hazard area:

1. The slope of fill adjacent to the floodway line, hereinafter called the floodway boundary slope, shall not be steeper than five horizontal to one vertical (5:1). Where a five to one (5:1) slope is not feasible due to lot dimensions, compensating measures to protect against floodway encroachment through erosion shall be constructed as designed and certified by a professional engineer, architect, or landscape architect.
2. The floodway boundary slope shall be maintained with adequate ground cover to prevent erosion.

HI. Roadways And Manholes: Roadways and manholes within the regulatory floodplain shall be a minimum of one-half foot (0.5') above base flood elevation at centerline and manhole ring respectively.

IJ. Flow Paths Maintained: New roads built above the base flood elevation shall not block or restrict conveyance of floodwater into sections of the floodplain that may be cut off by the proposed road and shall have culverts or bridges for flood conveyance paths.

JK. Open Areas: Except for required berms, open areas such as parks, golf courses, greenbelt areas, parking lots, etc., within the area of special flood hazard shall be designed and operated so that they may flood and maintain existing natural flood paths for waters during the base flood event.

KL. Flood Study: When a new flood study is provided by the developer:

1. The study shall be performed using the U.S. Army Corps of Engineers Hydrologic Engineering Center's HEC-2, HEC-RAS (river analysis system), or equivalent FEMA-approved programs to calculate water surface elevations.
2. Describe methods to detain drainage contribution to the base flood event discharge.
3. The study report shall include field survey data and relevant bench marks used as bases of calculations as cross sections, stream profile and plan showing cross section locations.
4. The study report shall attach HEC-2, HEC-RAS, or equivalent input and output reports as an appendix.
5. Any modification of a FEMA-established base flood elevation, floodway or regulatory floodplain ~~modification~~ shall not be effective until approved by FEMA.
6. The study shall include a reach of stream extending beyond the property boundaries of the development upstream and downstream as required to comply with FEMA guidelines.
7. Demonstrate that the cumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the water surface elevation of the base flood more than one foot (1') at any point.

M. Critical Facilities: Critical facilities shall not be allowed within any special flood hazard area, including areas designated as subject to inundation by the 0.2 percent annual chance flood event, also known as the 500-year flood and shown as shaded Zone X areas on FIRM maps.

M. Recreational vehicles shall be either on-site fewer than 180 consecutive days and be fully licensed and ready for highway use or in compliance with the elevation and anchoring requirements for manufactures homes. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

Section 8: Middleton City Code Title 4, Chapter 4 FENCES is hereby amended to read as follows:

4-4-1: FENCES, WALLS, BERMS, HEDGES:

A. Residential: Fences, walls, berms, and hedges are allowed and shall not exceed a height of six feet (6') and shall not obstruct the vision triangle. Front setbacks for a six foot (6') fence shall be the same as the setbacks for buildings. The side-street setback for a six foot (6') fence shall be ten feet (10'). A three foot (3') high privacy fence or four foot (4') high chainlink or other see through type fence shall be allowed in the front and side street setback.

B. Prohibited: Electric fences and barbed wire fences are prohibited within the corporate limits of the City, except when containing animals or in an industrial zone.

C. Commercial And Industrial Zones:

1. Fences, walls, berms and hedges, shall not exceed eight feet (8') in height and shall not obstruct the vision triangle.

2. Security fences in industrial zones: When a barbed wire top section is desired, the eight foot (8') maximum height limitation may be extended by up to thirty inches (30") solely and exclusively by the barbed wire security top section. Barbed wire, six (6) horizontal strands maximum, is permitted in industrial zones when used as the top section for security fences and shall be a minimum of seventy two inches (72") above grade.

Concertina wire may be permitted in industrial zones when used as the top section for security fences subject to approval of the City and shall be a minimum of eighty four inches (84") above grade.

3. No fence or wall shall be constructed or installed in a commercial or industrial zone without a fence permit. A nonrefundable fee as established by resolution of the City Council shall be paid at the time the permit is requested, after the City has issued a design review permit for the fence.

4. Commercial, industrial, mixed use and multi-family parking, outdoor storage, loading and unloading zones and garbage/recycling areas shall be effectively screened on any side adjoining property in a residential zone by a wall, fence or hedge to a height of six

feet (6') except for the front yard setback area of the adjoining residential property, in which case the maximum height shall be three feet (3').

D. Sidewalk Areas: No fence shall be permitted in the sidewalk area or in a location that will impair the construction or use of sidewalks.

E. ~~Residential Subdivisions: Developers of residential subdivisions shall install a six foot (6') fence along the perimeter of each phase of the subdivision by the time the City signs the final plat for that phase.~~

4-4-2: ~~YARD~~ FENCING:

All fences constructed within the City shall comply with the specifications set forth on the following diagrams:

[DIAGRAMS REMAIN UNCHANGED]

Section 9: Middleton City Code Title 7, Chapter 2, Sections 10 and 11 are hereby amended as follows and relocated to Title 8, Chapter 1 and renumbered as Sections 19 & 20.

~~7-2-108-1-19:~~ PROHIBITED DISCHARGES:

A. Drain Water Prohibited: It shall be unlawful for any person to discharge irrigation water or roof or surface drain water or ground drainage into the sanitary sewer system.

B. Objectionable Waste Prohibited: It shall be unlawful for any person to place or deposit in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of the City, any wastewater, human or animal excrement, garbage or other objectionable waste.

C. Discharge Of Sewage To Natural Outlet: It shall be unlawful to discharge to any natural outlet or drop inlet within the City, or in any area under the jurisdiction of the City, any wastewater ~~sewage~~ or other polluted waters.

~~7-2-118-1-20:~~ IMPROPER USE OF SYSTEM:

A. Entrance to the manhole or opening the same for any purpose whatsoever, except by the City or other persons duly authorized, is strictly prohibited. No one shall throw or deposit or cause to be thrown or deposited in any vessel or receptacle connected with the public sewer, garbage, hair, ashes, fruit, vegetables, peelings, refuse, rags, sticks, cinders or any other matter or thing whatever, except human excrement, urine, the necessary paper products, household sewage and drainage of such character.

B. It shall be unlawful for unauthorized persons to loiter, trespass, swim, trap, hunt, fish, boat, ice skate or skip rocks in, on or around the City sewer lagoon.

Section 10: Middleton City Code Title 8 Chapter 1 NUISANCES is hereby amended to read as follows:

8-1-6: Graffiti

A. Prohibited Acts:

1. Defacement: It is unlawful for any person to deface or place or put, by any means, graffiti on any exterior surface. ~~without the permission of the owner of the premises on which the surface is located.~~ Design review approval is required prior to display of any public art. The City does not deem graffiti to be public art.

2. Possession Of Graffiti Implements: It shall be unlawful for any person to possess any graffiti implement while in or upon any public facility or while in or within fifty feet (50') of an underpass, bridge abutment, storm drain, or similar types of infrastructure unless otherwise authorized by the City.

8-1-9: VAGRANCY: It shall be unlawful for any person to be a vagrant. Residents shall reside in a house, duplex, triplex, apartment, condominium, townhouse, ~~or mobile~~ or manufactured home certified by the United States Department of Housing and Urban Development (HUD) or International Residential Code adopted in section 4-1-2 of this Code. Residents shall not reside in a storage unit, accessory structure, camper, trailer, RV, bus or other vehicle, tent, tepee, igloo, box, sleeping bag, or other shelter.

8-1-21 Public Swales: It shall be unlawful for anyone to fill in or alter swales approved by the City for stormwater natural treatment purposes.

8-1-~~4922~~: PENALTIES:

A. Criminal Penalties: Nuisances are infractions and shall be punished in accordance with section 1-4-2 of this Code; however, graffiti offenses shall be punished as a misdemeanor on the second and subsequent infractions.

B. Civil Remedies: All nuisances identified in this chapter are abatable. In addition to any other penalties described herein, the City may also take civil action to obtain an order mandating the abatement of such nuisances and ongoing maintenance of such property free from nuisance and/or to recover any and all costs of enforcement, collection, litigation and/or prosecution including, but not limited to, attorney fees and court costs. (Ord. 587, 1-18-2017)

Section 11: This ordinance, or a summary thereof as provided by Idaho Code section 50-901A, shall be published in one (1) issue of the official newspaper of the City of Middleton, Idaho, and shall take effect immediately upon its passage, approval and publication.

Dated this ____ day of April, 2019.

CITY OF MIDDLETON
Canyon County, Idaho

Darin Taylor, Mayor

ATTEST:

Dawn A Dalton
Deputy City Clerk