



AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday, May 1, 2019

Time: 6:30 p.m.

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

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

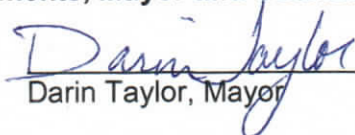
Action Items

1. Consent Agenda (items of routine administrative business)
 - a) Consider approving minutes for Council's April 17, 2019 regular meeting.
 - b) Consider ratifying April 26, 2019 payroll in an amount of \$86,956.92 and approving accounts payable thru April 30, 2019 in the amount of \$177,154 .
 - c) Consider renewing the annual beer and wine license for Casa Mexico, Tsai's Kitchen and Gem Stop.
2. Consider consenting to the Mayor's appointment of Bruce Bayne as the Planning and Zoning Official, and Wendy Miles as the City Treasurer.
3. Consider approving waiver of Trolley Station rental fees for a Canyon County Jail Bond Town Hall Meeting scheduled on May 6, 2019.
4. Consider ratifying a proposal with Control Engineers PA acquire and install a Data Historian System, which collects continuous data from the city's treated wastewater discharge point and the receiving waters, in an amount not to exceed \$18,388.
5. Consider joining the City of Boise nearly 2,000 other cities and counties in a nation-wide, class-action, multi-district litigation against opioid manufacturers for encouraging over-prescription and over-supply, driving up costs of law enforcement medical care, health insurance, and more.
6. Consider approving an application by TNT Fireworks to sell fireworks from the Ridley's parking lot.
7. Consider scheduling a public hearing to determine if Willowbrook Development Inc. (Willowbrook) is in breach of that certain contract entered into between Willowbrook and the City of Middleton regarding annexation of Willowbrook land into a city other than the City of Middleton.
8. Consider approving a commercial and industrial recycling rate increase to cover current program costs and allow commercial and industrial recycling service in Middleton to continue uninterrupted. China and its surrounding countries dropped acceptable contamination levels for inbound recyclable materials, virtually closing doors to US export of recyclables.

Information

Public Comments, Mayor and Council Comments, Adjourn

Posted by:


Darin Taylor, Mayor

Date: April 29, 2019 6:15 p.m.

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

**MIDDLETON CITY COUNCIL
APRIL 17, 2019**

The Middleton City Council meeting on April 17, 2019 was called-to-order at 6:30 p.m. by Mayor Darin Taylor, who introduced City Attorney Chris Yorgason, City Clerk Becky Crofts, and City Treasure Ed Karass.

Roll Call: Council Members Carrie Huggins, Jeff Garner, and Beverlee Furner were present. Council President Rob Kiser arrived at 8:30 p.m., during the Information items.

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.
- c) Consider approving Financial Orders 2, 3 and 4 transferring amounts between funds and categories.

Mayor Taylor called and introduced the agenda item.

Motion: Motion by Council Member Huggins to approve consent agenda items a - c was seconded by Council Member Garner and carried unanimously.

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.

Mayor Taylor called and introduced the agenda item. A City Engineer memorandum to Mayor and City Council described the project, bidding results, and recommended lowest, responsive, responsible bidder. Mayor Taylor asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council Member Huggins to award Knife River the 2019 chip-sealing project was seconded by Council Member Furner and carried unanimously.

3. Consider purchasing a CAT skidder from Western States in an amount not to exceed \$69,000

Mayor Taylor called and introduced the agenda item, and asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council Member Garner to approve the purchase was seconded by Council Member Furner and carried unanimously.

4. Consider approving Ordinance No. 619 to amend Middleton City Code Titles 1, 4, 7 and 8.

Mayor Taylor called the agenda item, the City Attorney presented each proposed amendment, and then Mayor Taylor asked if anyone in the audience would like to speak to this item.

Shawn Maybon clarified in that preliminary plat should remain in, and not be stricken from, Middleton City Code 1-15-2(A)(5).

Information

5. Ed Karass, City Treasurer, presented end-of-March and second quarter financial report.
6. Victor Rodriguez and Ron Harriman from the Canyon County Concerned Citizens Committee presented information about how converting the Juvenile and Work-Release facilities are less-expensive options available to Canyon County that should be implemented before constructing the proposed Canyon County jail facility, which should also be scaled back in costs.
7. Ysabel Bilbao and Canyon County Deputy Sheriffs presented information about the need for the new facility, why utilizing the Juvenile and Work-Release facilities is not practical or a good long-term solution, and how the proposed jail incorporates modern design strategies that minimize operation costs and risks of injury among inmates and deputies.
8. City Administrator and City Treasurer provided a brief update to council about water and sewer funds, and said they would provide more detail on May 1, 2019 as budget discussions begin for Fiscal Year 2020 budget.

Adjourn: Mayor Taylor adjourned the meeting at 9:12 p.m.

ATTEST:

Darin Taylor, Mayor

Becky Crofts, City Administrator
Minutes Approved: May 1, 2019

1C



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE



YEAR June 1, 2019 – May 31, 2020

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- ☒ BEER (\$200.00)
☒ WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- ☐ BEER (\$50.00)
☐ WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT

Rec 1.233441

\$ 400.00

LICENSE

Applicant Name:

Victor Rocha

Business Name:

Casa Mexico

Business Address (Street/P O.Box/City/Zip):

517 S. Middleton Rd Middleton ID 83644

Mailing Address (Street/P.O.Box/City/Zip):

SAME

Business phone:

(208) 585 6444

Other Phone:

(208) 570 2796

Email address: _____

● Attach copy of application for State license, including a copy of site and floor plans submitted with state application.

● Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

Date

4/18/19

Applicant Signature

[Signature]

Print Name

Victor Rocha

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

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

City Clerk

Notes: _____

RETAIL ALCOHOL BEVERAGE LICENSE
CANYON COUNTY, ID
STATE OF IDAHO

*This is to certify, that EVRA INC
dba: CASA MEXICO*

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 517 MIDDLETON ROAD, MIDDLETON, ID 83644

[illegible]

License valid until May 31, 2020

Beer	Bottled or canned, consumed ON premises	\$75.00
Wine	WINE by the drink: (This covers Retail & By the Drink)	\$100.00

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 16 day of April, 2019
Mail To: 517 MIDDLETON ROAD, MIDDLETON, ID 83644

Chris Gammon

Chairman

Clerk

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

State of Idaho

Idaho State Police

Retail Alcohol Beverage License

Premise Number: 2C-5534

This is to certify, that EVRA Inc

doing business as: Casa Mexico

is licensed to sell alcoholic beverages as stated below at:
517 Middleton Road, Middleton, Canyon County

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

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

Liquor	No
Beer	Yes <u>\$50.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Kegs to go	No
Restaurant	Yes <u>\$0.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$100.00</u>
Multipurpose arena	No
Growlers	No

TOTAL FEE: \$150.00

License Valid: 06/01/2019 - 05/31/2020

Expires: 05/31/2020



Signature of Licensee, Corporate Officer, LLC Member or Partner

EVRA INC
CASA MEXICO
517 MIDDLETON ROAD

MIDDLETON, ID 83644

Mailing Address

Director of Idaho State Police



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE

YEAR **June 1, 2019 – May 31, 2020**

☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

(✓) BEER (\$200.00)
(✓) WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

() BEER (\$50.00)
() WINE (\$200.00)



OFFICE USE ONLY:

RECEIPT

3.091731
\$ 400.00

LICENSE

Applicant Name: Jamie Tsai

Business Name: Tsai's Kitchen

Business Address (Street/P.O.Box/City/Zip): 7 S. Hawthorne Ave. Middleton

Mailing Address (Street/P.O.Box/City/Zip): Same ID 83644

Business phone: 208 585-5578 Other Phone: _____

Email address: tsaiskitchen@gmail.com

● Attach copy of application for State license, including a copy of site and floor plans submitted with state application.

● Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

3/22/19
Date

Jamie L Tsai
Applicant Signature

Jamie L Tsai
Print Name

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

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

City Clerk

Notes: _____



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,
MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE

YEAR June 1, 2019 – May 31, 2020

- ☐ New License
☒ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- () BEER (\$200.00)
() WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- (X) BEER (\$50.00)
(X) WINE (\$200.00)



OFFICE USE ONLY:

RECEIPT

Rec 1.232926
\$ 250.00

LICENSE

Applicant Name: CRAIG LUNT (A.H. Schade Inc.)

Business Name: Gem Stop 016

Business Address (Street/P O.Box/City/Zip): 802 Main St Middleton ID 83644

Mailing Address (Street/P.O.Box/City/Zip): 1331 11th AVE N. Nampa ID. 83687

Business phone: 208-466-2475 Other Phone: _____

Email address: CraigL @ GemStop. Net

● Attach copy of application for State license, including a copy of site and floor plans submitted with state application.

● Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

3/7/19
Date

[Signature]
Applicant Signature
CRAIG LUNT
Print Name

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

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

City Clerk

Notes: _____

Utility Billing

From: Utility Billing
Sent: Wednesday, April 24, 2019 10:18 AM
To: Ysabel Bilbao; Becky Crofts
Cc: Beverlee Furner
Subject: RE: Trolley request

Ysabel,

Yes, I have the date secured from 6-8 pm. Council will decide if the \$50 per hour can be waived.

I believe you will still be required to submit a deposit, \$100 to be returned after the meeting on May 6th.

Becky,

Can you confirm the deposit is needed?

I have given the application to the Deputy Clerk for the May 1st council meeting.

Thanks,

Jennica Reynolds

City of Middleton
1103 W. Main St
PO Box 487
Middleton, ID 83644
P:208-585-3133 F:208-585-9601
jreynolds@middletoncity.com



From: Ysabel Bilbao <ysabel@bilbaoco.com>
Sent: Wednesday, April 24, 2019 9:57 AM
To: Becky Crofts <bcrofts@middletoncity.com>; Utility Billing <billing@middletoncity.com>
Cc: Beverlee Furner <beverleefurner@cableone.net>
Subject: Re: Trolley request

Do we have the date secure but are up in the air about the fee? I would like to get it secured and publicized if we can confirm the date at least.

Get [Outlook for iOS](#)

From: Becky Crofts <bcrofts@middletoncity.com>
Sent: Wednesday, April 24, 2019 9:55 AM
To: Ysabel Bilbao; Utility Billing

Cc: Beverlee Furner
Subject: RE: Trolley request

Hi Ysabel – City Council will consider this request at the May 1 council meeting. We will be in contact with you after that meeting. Thanks

From: Ysabel Bilbao [<mailto:ysabel@bilbaoco.com>]
Sent: Wednesday, April 24, 2019 8:54 AM
To: Becky Crofts
Cc: Beverlee Furner
Subject: Trolley request

Hello!

I spoke to someone from the city the other day who was very helpful in providing Trolley Station information. I am attaching my application to hold the Canyon County Jail Bond Town Hall at this facility. I was also advised to ask to have our request to have the fee waived by the Middleton City Council.

We are requesting to have the town hall on May 6.

Thank you for your time and please advise me on how to move forward.
Ysabel

Ysabel Bilbao
Bilbao & Co.

208.989.8855 Mobile | bilbaoco.com



CITY OF MIDDLETON
PO BOX 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX



ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT
REV. 8/2017

TROLLEY STATION RENTAL AGREEMENT

This agreement is made and effective on April 23, 2019 between the City of Middleton, a municipal corporation of the State of Idaho, (Facility Owner) and Ysabel Portales (Renter). The Trolley Station, kitchen, restrooms, and museum are owned and operated by the City of Middleton, and use of all or a portion of the facility is governed by the Middleton City Code. This fully-executed agreement, a paid or waived rental fee(s), a Property Condition Form signed by the Renter, and a City of Middleton Catering Permit Application and copy of the designated Alcohol Server license (if applicable), constitute a complete Trolley Station Rental Agreement. In consideration of the mutual covenants contained in this agreement, the Facility Owner rents the Trolley Station at 310 Cornell Street, Middleton, Idaho to the Renter under the following terms and conditions.

TERMS AND CONDITIONS

YB **Activity/Event Description.** Canyon County Jail Bond Town Hall
YB **Capacity.** The maximum capacity of the Trolley Station is 100. The Renter agrees to not cause or allow more than 100 individuals to be in the Trolley Station at one time.

YB **Date and Time of Use.** May 6, 2019 at 7pm
Time is of the essence with reference to the time of use, and any extra time for any reason must be approved in writing by the Facility Owner and must be paid for in advance.

YB **Alcohol.** Alcohol will be served X Alcohol will not be served
Alcohol served at the Trolley Station must be served by an Idaho licensed alcohol server, and a copy of the server's license shall be attached to this application. If alcohol will be served at the Trolley Station, the Renter agrees to comply with the laws of the State of Idaho when using and serving alcohol. The Renter shall complete and return to the Facility Owner the City of Middleton Catering Permit Application at least five (5) calendar days prior to the event/activity (Send copy of Catering Permit to Idaho State Police and the Middleton Police Department).

YB **Non-Smoking Facility.** Smoking, vaping and use of e-cigarettes are prohibited in the Trolley Station and city-owned parks. Designated smoking areas outside but near Trolley Station are clearly marked. The Renter agrees cause or allow smoking, vaping and use of e-cigarettes only in city-designated smoking areas.



CITY OF MIDDLETON

PO BOX 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT REV. 8/2017

YB **Decorations.** The Renter agrees to hang decorations only using the hooks previously installed by the Facility Owner.

YB **Prohibited.** The Facility Owner and the Renter agree that the following or similar uses and items are strictly prohibited because of damage that could result: open flames, use of gasoline, fuels, oil lanterns or electrical equipment engines, motors or machinery, candles, glitter, confetti, straw, rice, birdseed, hay, drinks with red or purple dye, duct tape, fastening decorations to or hanging decorations on the projector, screen, light or fan fixtures, wood paneling, cabinets, doors, walls, or windows; denting, creating a hole, installing a hook, fastener, or inserting thumb tacks of any kind into the facility's walls, ceiling, or woodwork; or scarring or marking a window sill. The Renter agrees to pay to repair damage the Renter or Renter's representative, agent, guest, or visitor causes or allows.

YB **Noise.** Public disturbance by loud or offensive noise, especially after 10:00 p.m. is prohibited.

YB **Fees and Refundable Deposit.** The Renter agrees to pay the Facility Owner the deposit and fee due prior to using the facility and/or equipment. The deposit and fee amounts are set by resolution of the Middleton City Council, and are included on the city's fee schedule. The Renter agrees to clean the facility and equipment, and after the Renter's activity or event, return possession of the facility and equipment to the Facility Owner in the same condition as when the Renter received it, normal wear and tear excepted. Expenses incurred by the Facility Owner to clean or repair the facility and/or equipment will be deducted from the Renter's deposit. The balance of the deposit, if any, will be returned to the Renter. If the expense to repair or clean the facility and/or equipment incurred by the Facility Owner exceeds the deposit, the Renter agrees to pay the Facility Owner the additional amount.

YB **Cleaning.** The Trolley Station facility and equipment will be in a clean condition prior to the Renter's activity or event. Cleaning must be complete by the end of the contract period and cannot be delayed until the following day. If the Renter would like to clean the facility the day following the activity or event, then that day needs included in the date and time of use, and the appropriate fee paid. The Renter agrees to deliver the Trolley Station to the Facility Owner in as good condition as at the beginning of this agreement, including cleaning the facility and collecting, bagging and removing trash from the facility after the Renter's activity or event. The Renter agrees to pay the costs of cleaning or repairing any damage to fixtures, furniture or furnishings, walls, windows, ceiling, doors, flooring, kitchen, bathrooms, or electrical equipment caused by any act of the Renter or the Renter's employees, agents or anyone visiting the Trolley Station during the Renter's date and time of use.



CITY OF MIDDLETON

PO BOX 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT
REV. 8/2017

The Facility Owner and the Renter agree that the determination of whether the facility and equipment are clean or damaged is in the sole discretion of the Facility Owner.

JB **Facility.** The Facility Owner at a large expense remodeled Trolley Station in 2015-2016 into an event center for Middleton with an elegant environment, audio/video projection system and screen, warming kitchen, restrooms, a drinking fountain, and light-weight tables and chairs. The Facility Owner and the Renter will inspect the facility and review the attached Property Condition Form identifying the condition of the facility and equipment. The Renter must provide the city a complete Trolley Station Rental Agreement prior to occupying or using the facility.

The facility and equipment are available for use on a first-come, first-served basis unless previously reserved by calling 208-585-3133 or visiting City Hall. The Facility Owner may enter the Trolley Station at any time to inspect the facility and/or equipment if the Facility Owner suspects the terms and conditions of this agreement are being violated. An individual may be removed or this agreement terminated by the Facility Owner if the individual refuses to comply with the Middleton City Code or the terms and conditions of this agreement. The Facility Owner may decline to rent the facility to anyone who in the past has not complied with Middleton City Code or the terms and conditions of their agreement with the city.

JB **Utilities, Kitchen, and Restrooms.** Use of the utilities, kitchen and restrooms is included in the fee to rent the Trolley Station. The kitchen is only for keeping food warm, final food presentation, serving and bussing. The kitchen does not contain dishes, glassware, knives, utensils, pots, or pans. The Renter agrees to not prepare or cook food in the kitchen.

JB **Access.** The sidewalks, doorways, and halls providing access to the facility are only for loading/unloading items for an activity or event, and for individual ingress/egress. Obstructing sidewalks, doorways, and halls is prohibited. The Renter agrees to not cover or obstruct windows in the facility, including light fixtures, without prior written consent from the Facility Owner.

JB **Safe and Legal Use.** The Renter agrees to comply with all applicable local, state and federal laws, and use the facility and equipment in a safe manner.

JB **Liability.** The Renter acknowledges the risk of large gatherings of people at one location and hereby assumes the risk of loss associated with renting the Trolley Station. The Renter releases and agrees to hold harmless the Facility Owner and its officers, agents, employees and representatives, from



CITY OF MIDDLETON
PO BOX 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT
REV. 8/2017

any claim, demand, loss, cost or damage that may arise in connection with the Renter's rental of Trolley Station. The Facility Owner does not represent or warranty that the property is fit for any particular purpose, and does not assume any liability or responsibility for any personal property placed in the Trolley Station during the Renter's date and time of use.

YR **Abandoned Property.** The Renter and Facility Owner agree that the Facility Owner has the sole right to the custody of any personal property remaining at the facility after the Renter's activity/event is over, and the property is deemed abandoned and becomes property of the Facility Owner after five business days following the date of Renter's use of the facility.

YB **Assignment or Subletting Prohibited.** Neither party may assign this rental agreement or sublet all or a portion of the facility without the prior written consent of the Facility Owner.

YB **Impossibility.** The Renter releases and waives any claim against the Facility Owner for any loss or damage due to any defect of the water, sewer, drainage, heating, electrical, ventilation, or refrigeration system in, at, or connected to the facility that occurs while the in connection with Renter's activity or event. If any part of one or more of these systems fails or is damaged by natural causes, fire, strikes, failure of utilities, or Act of God which, in the sole discretion of the Facility Owner, renders the fulfillment of this rental agreement by the Facility Owner impossible, then the Renter releases Facility Owner, its officers, representatives, agents, and employees from any demand or claim for loss or damage arising from any of these causes.

YB **Applicable Law.** This agreement shall be governed according to the laws of the State of Idaho.

YB **Binding Agreement.** This agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

FACILITY OWNER:

Jennica Reynolds
Signature
Jennica Reynolds
Printed Name
208-585-3133
Phone Number

RENTER:

Ysabel Bilbao
Signature
Ysabel Bilbao
Printed Name
208-989-8855
Phone Number

Deposit Paid: _____
Fee Paid: _____
Receipt #: _____

Event Coordinator: Ysabel Bilbao Driver's License # DA158077F Exp: _____
Address: 737 W. Cedar Pointe Way
Pre-Rental Inspection time: 6pm
Post-Rental Inspection time: 8pm
Phone: 208-989-8855



March 13, 2019

Ms. Becky Crofts
City Administrator
City of Middleton
1103 West Main Street
Middleton, ID 83644

RE: Wastewater Treatment Plant Historian Proposal

Dear Ms. Crofts:

Control Engineers is pleased to provide this proposal for a new Data Historian system which will collect and report historical data from your Wastewater Treatment facility.

The project involves installation and deployment of a Rockwell Software FactoryTalk historian software on a new Windows 2016 server machine which will collect data from the existing control system at the City's wastewater treatment facility. This system will collect all relevant data that could then be used for troubleshooting, analysis and reporting. We will integrate this system into your existing SCADA system and allow operators to trend all historical data, as well as to develop ad-hoc reports for system analysis and compliance reporting. In order to take advantage of the latest trending technologies, Control Engineers will upgrade your FactoryTalk View software to the latest version. As part of this project, Control Engineers will develop a DEQ compliance report that could be used for monthly compliance reporting. We will also provide training to enable Chad to develop custom reports for his own use. We will install, test and commission all software and hardware for a complete system.

Based upon our discussions with Chad we understand the project deliverables to include:

1. One new windows Server 2016 computer licensed to the City of Middleton
2. Rockwell Software 250 tag FactoryTalk Historian software, licensed to the City of Middleton
3. Microsoft Excel, used for reporting purposes, licensed to the City of Middleton
4. XLReporter software Suite, licensed to the City of Middleton
5. Installation and configuration services by Control Engineers

A summary of our anticipated costs is shown below:

Task	Description	Fee
Design Engineering	Historian Installation, Tag development and SE Upgrade	\$ 5,160
	Windows Server, FTV Historian 250 tag, XL Reporter Software, Microsoft	
Equipment	Excel	\$ 10,542
Installation and Training	Two days onsite	\$ 2,687
Total		\$ 18,388

Thank you for your consideration and please contact me if you have any questions or concerns.

Sincerely,



Peter C. Cook, P.E.

The proposal is accepted and to commence on-site by May 6, 2019. Thank you!

Darrin Jaylor

Mayor

208-697-4354

Darin Taylor

From: Steve Wieland <steven.wieland@mooneywieland.com>
Sent: Friday, April 19, 2019 12:30 PM
To: Darin Taylor
Cc: Seth Meyer
Subject: Opioid Litigation - Middleton City
Attachments: 2018-11-08 Complaint.pdf; Proposed Middleton Engagement.docx; Example Public Entity Damages.pdf

Mayor Taylor,

It was great talking to you the other day. I'm the attorney representing several cities and counties, including the City of Boise, against the opioid manufacturers. You asked me to send you some information and a proposed engagement.

We think our strategy is a good alternative to direct litigation. Rather than attacking the drug industry ourselves, we're encouraging local governments to participate in a national lawsuit currently underway in Ohio called the "multi-district litigation" or "MDL." Nearly 2,000 cities and counties from around the nation are already in the MDL. The general theory is that the manufacturers and distributors encouraged over-prescription and over-supply, driving up costs for law enforcement, medical care, health insurance, and more. I have attached the City of Boise's complaint, as well as a list of potential kinds of damages, to illustrate. We can't guarantee any specific outcome, but it's widely anticipated the MDL will be resolved in a global settlement, under which public entities can apply for funds. See this NY Times article in which the MDL judge has aggressively pushed for settlement: <https://www.nytimes.com/2018/03/05/health/opioid-crisis-judge-lawsuits.html>. We do not believe that in-depth proof or fact gathering will be necessary to participate.

There is virtually no economic risk to the City. We are working with two national litigation specialist firms, Keller Lenkner (Chicago) and Consovoy McCarthy Park (Washington D.C.). If the City decides to work with us, we will perform all the legal work and gather info directly from your staff if desired. The City will never have out-of-pocket costs, even if we are successful. In addition, all attorney fees will be paid out of recovery, if any.

I have also copied my counterpart at Keller Lenkner, Seth Meyer, who is happy to answer questions too. I look forward to meeting you and the City Council on May 1!

Thank you!
Steve Wieland



Steven Wieland *Managing Partner*
T 208.401.9219 | 208.401.9218
E steven.wieland@mooneywieland.com W mooneywieland.com
ID 405 S. 8th St., Ste. 295, Boise, ID 83702 AS PO Box 3501, Pago Pago, AS 96799



1DA2023



City of Middleton
Attention: City Clerk/Fire Marshal
6 North Dewey Avenue
Middleton, ID 83644

To Whom it May Concern:

Please find the following forms, fees, and documents to license a firework stand in the City of Middleton to be located at **Ridleys 206 E. Main**; for sales occurring on/before/after July 4, 2019, based upon the City of Middleton Ordinances.

- 1) Fireworks Application
- 2) Permission Agreement
- 3) \$50.00 Sales Permit
- 4) \$300.00 Bond
- 5) Insurance Certificate
- 6) Stand Diagram

If I have failed to provide you any necessary documentation, please do not hesitate to contact me at mctiguek@tntfireworks.com or 1-800-634-1776 if you have questions, comments, or concerns.

Thank you very much for your time and attention to this matter, and allowing us to operate in your wonderful city! We enjoy working with you!

Cordially,

A handwritten signature in blue ink that reads "Keri McTigue".

Keri McTigue
Administrative Assistant
TNT Fireworks



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



ADMINISTRATION
FIREWORKS APPLICATION

Middleton City Code Section 9-2-1 Fireworks.

Permit fee: \$50.00 for Safe Fireworks Permit and inspection.
\$300.00 deposit, bond or letter of credit for prompt removal of structure and cleanup of debris.

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

I. General Information:

Name, Cell Phone, Business Phone, and Address of Applicant: FAX: 509-536-6314
TNT FIREWORKS-REP: WADE WHITE 208-921-3599/509-536-6330/1-800-634-1776
104 S. FREYA WHITE BLDG #120-B SPOKANE WA 99202

Name and Address of Business applicant is representing:
DANIEL SCHOONOVER 1831 WINDMILL SPRINGS CT MIDDLETON ID 83644
DANIEL 208-982-1358

Address of location applicant has permission to sell fireworks; property owner name and phone:
RIDLEYS #8442 206 E. MAIN MIDDLETON ID 83644 *SEE ATTACHED LEASE*
MARK RIDLEY 621 WASHINGTON STREET SOUTH TWIN FALLS ID 83301
208-324-4633

Applicant/Business Idaho State Sales Tax Permit number:
OPERATOR WILL PROVIDE ONCE RECEIVED CARRIE NEWBY 208-908-9517

Date(s) of sale of fireworks: 6/24-7/5

APPLICANT / BUSINESS REPRESENTATIVE

Date: 4/19/19

Signature KERRI MCTIGUE FOR DANIEL SCHOONOVER
KERRI MCTIGUE TNT F.W. ADMIN

Print name / Business Name and Representative Title

Subscribed and sworn before me this 19 day of April, 2019.

(Seal)



Notary Public for the State of Idaho
Residing at: Spokane
Commission expires: 10/1/22



CITY OF MIDDLETON
6 NORTH DEWEY AVENUE, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX
WWW.MIDDLETONID.ID.GOV

ADMINISTRATION
FIREWORKS APPLICATION

OFFICE USE ONLY	
Application Received:	_____
Fee Received:	<u>Rec 1.233305 \$50.00</u>
Deposit Received:	<u>CK * 30065492 \$ 300.00</u>
Insurance Certificate Received:	_____
Application Approved by City Council :	_____
Application Denied:	_____
FIRE INSPECTION:	
Date:	_____ By: _____
Permit is hereby issued this _____ day of _____, 20____.	
_____ City Clerk	
Notes: _____	



FIREWORKS LEASE AGREEMENT

This agreement is made between Ridleys Family Market Lessor and AMERICAN PROMOTIONAL EVENTS NORTHWEST as Lessee.

1. AMERICAN PROMOTIONAL EVENTS - NW, will lease a portion of the property located at See Addendum "A" for the sale of approved fireworks from the following premises (hereafter called the "Location"):
2. The lease payment will be _____ for the period of June 20th thru July 7th(2017) hereafter called the "Season". Payment shall be paid on _____
3. Lessor represents that the Location is owned and/or controlled by the Lessor and furthermore that the Lessor agrees to grant the Lessee the exclusive right to operate a fireworks sales structure (hereafter the "Structure") through the year 2019 or the above-mentioned period.
4. The Lessor hereby grants Lessee a first right of refusal to match any bona fide offer to lease the Location for fireworks sales during the renewal Seasons.
5. In return, Lessee agrees to the following terms and conditions:
 - a. Provide an A+ rated \$10,000,000.00 certificate of insurance, prior to occupancy, evidencing liability insurance in force covering the erection and operation of the Structure. Insurance shall name Lessor as additional insured, and Lessor shall be held harmless from any claims arising from the maintenance or operation of the Structure.
 - b. Pay any and all costs involved in erection, maintenance, and operation of the Structure, and Lessee shall guarantee that the Location will be returned to its original condition.
 - c. Obtain and pay all necessary permits and licenses required by law, post with local authority any debris or performance bonds as required, and guarantee that all laws and regulations shall be adhered to.
6. This agreement is contingent upon Lessee securing necessary permits and licenses. Lessee may cancel this agreement if the sale of fireworks is prohibited at this Location by a public authority or such sale, in the good faith opinion of Lessee, becomes commercially unreasonable. In such an event any deposit shall be refunded to Lessee.

Agreed to and dated this 18 day of February, 2016.

Accepted: _____

Lessor: Mark Ridley
Ridleys Family Market
621 Washington Street South
Twin Falls, ID 83301
Phone: 208-324-4633

Accepted: _____

Lessee: Kenneth A. Spence
AMERICAN PROMOTIONAL EVENTS - NW

AMERICAN PROMOTIONAL EVENTS, INC.
2120 MILWAUKEE WAY • TACOMA, WA 98421
TACOMA (253) 922-0800 • FAX (253) 830-2930
www.tntfireworks.com

AP
3/2016

RIDLEYS
ADDENDUM "A"

Location Number	Location Name	Address Line 1	City State Zip	2017-2019 Lease Fee
ISB6694	RIDLEYS #8463	411 DEINHARD LANE	MCCALL, ID 83638	
ISB7294	RIDLEYS #8444	652 FIRST ST E	WEISER, ID 83672	
ISB7676	RIDLEYS #8447	310 ONIEDA STREET	RUPERT, ID 83350	
ISB7677	RIDLEYS #8445	1427 MAIN ST	GOODING, ID 83330	
ISB7678	RIDLEYS #8446	705 E US HWY 30	BUHL, ID 83316	
ISB7782	RIDLEYS #8464	210 MAIN S	KIMBERLY, ID 83341	
ISB7783	RIDLEYS #8443	1016 S LINCOLN	JEROME, ID 83338	
ISB7888	RIDLEYS #7152	911 N MAIN ST	POCATELLO, ID 83204	
ISB7971	RIDLEYS #7155	51 S SPRUCE ST	BLACKFOOT, ID 83221	
ISC7372	RIDLEYS #8442	206 E MAIN	MIDDLETON, ID 83644	
IST7373	RIDLEYS #8448	999 N MERIDIAN RD	KUNA, ID 83634	
UTB1199	RIDLEYS #1151	74 S 100 E	TREMONTON, UT 84337	
UTT1495	RIDLEYS #1150	780 E MAIN ST	HYRUM, UT 84319	
UTT4088	RIDLEYS #1158	1585 N STATE ST	OREM, UT 84057	
UTT4094	RIDLEYS #1160	25 W CENTER ST	OREM, UT 84057	
UTT4178	RIDLEYS #1165	4290 E PONY EXPRESS PARKWAY	EAGLE MOUNTAIN, UT 84001	
UTT4180	RIDLEYS	5353 W 11000 N	HIGHLAND, UT 84003	
ISB7897	RIDLEYS	1000 Pocatello Creek Road	Pocatello, ID	
Total:				

Out Not Running



CERTIFICATE OF LIABILITY INSURANCE

11/1/2019

DATE (MM/DD/YYYY)

4/18/2019

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest Indemnity Insurance Company		10851
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES IDA 2023 CERTIFICATE NUMBER: 13271679 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	SISGL00242-181	11/1/2018	11/1/2019
						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE		
						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXX F.I. DISEASE - FA EMPLOYEE \$ XXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
PROPERTY LOCATED AT RIDLEY'S 206 E. MAIN ST MIDDLETON ID 83644 (IDA 2023) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

13271679

DANIEL SCHOONOVER
CITY OF MIDDLETON AND ITS AGENTS
MIDDLETON RURAL FIRE DISTRICT
302 E. MAIN STREET
MIDDLETON ID 83644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE: [A/C, No, Ext]: FAX: [A/C, No]: E-MAIL ADDRESS: <div style="text-align: right;"> INSURER(S) AFFORDING COVERAGE INSURER A : Everest Indemnity Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : </div>
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	<div style="text-align: right;"> NAIC # 10851 </div>

COVERAGES	CERTIFICATE NUMBER: 13271679	REVISION NUMBER: XXXXXXXX
-----------	------------------------------	---------------------------

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

INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD. WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	Y	N	SIRGL00242-181	11/1/2018	11/1/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/>							MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/>	OTHER							\$
	<input type="checkbox"/>	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXXX
	<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$ XXXXXXXX
	<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>					BODILY INJURY (Per accident)	\$ XXXXXXXX
	<input type="checkbox"/>	HIRED AUTOS ONLY	<input type="checkbox"/>					PROPERTY DAMAGE (Per resident)	\$ XXXXXXXX
	<input type="checkbox"/>	SCHEDULED AUTOS	<input type="checkbox"/>						\$ XXXXXXXX
	<input type="checkbox"/>	NON-OWNED AUTOS ONLY	<input type="checkbox"/>						\$ XXXXXXXX
	<input type="checkbox"/>								\$ XXXXXXXX
	<input type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/>		NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>					AGGREGATE	\$ XXXXXXXX
	<input type="checkbox"/>	DED <input type="checkbox"/> RETENTION \$							\$ XXXXXXXX
	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	N	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>	
	<input type="checkbox"/>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED?	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ XXXXXXXX
	<input type="checkbox"/>	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX
	<input type="checkbox"/>	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERMS REFERENCED
PROPERTY LOCATED AT RIDLEY'S 206 E. MAIN ST MIDDLETON ID 83644 (IDA2023) Certificate holder is an additional insured on the General Liability
as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

13271679
DANIEL SCHOONOVER
CITY OF MIDDLETON AND ITS AGENTS
MIDDLETON RURAL FIRE DISTRICT
302 E. MAIN STREET
MIDDLETON, ID 83644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ISC 7372
RIDLEY'S #8442

ISC 7372

430 E MAIN
MIDDLETON IDAHO 83644

2016

- SH - 44 -

MIDDLETON RD.

↓ ↑
↓ ↑

PARKING LOT

24 STAND

RIDLEY'S



2019

NONAERIAL COMMON FIREWORKS SALES / STORAGE APPLICATION

This information sheet will provide you with information on the steps you need to complete to sell permitted **NONAERIAL COMMON FIREWORKS** in the Middleton Rural Fire District.

1. Contact Middleton Rural Fire District Station #1, located at 302 East Main Street, to obtain the "Application for Fireworks Permit" package. Station #1 may also be reached by phone at (208) 585-6650. (I.C. 39-2604(2))
2. A copy of Applicant's insurance coverage shall be filed with Middleton Rural Fire District before permit being issued. (I.C. 39-2604(3))
3. A written letter of consent from the owner of the property where Temporary Stand be located shall be on file with Middleton Rural Fire District before permit is issued.
4. Fees must be paid to Middleton Rural Fire District in the form of check or money order in the amount of **\$50.00** payable to: Middleton Rural Fire District. The fee includes permit, initial inspection and one follow-up inspection (if required). Inspection scheduling shall be coordinated through the Deputy Chief at MRFD Station 1. Inspections may be performed Monday through Friday between 8am and 5pm. *The stand shall pass inspection before selling to the public.* (I.C. 39-2604(4), I.C. 39-2607(13))
5. All Firework Stands are subject to the approval of the Deputy Chief and/or Fire Prevention Officers once they are set up. Stands must meet all of the criteria listed on the Inspection Form before a permit will be issued. (I.C. 39-2607)
6. Compliance inspections may be performed at random times and without notice. Fire Inspectors may or may not be in uniform and may or may not be utilizing an official vehicle. Stands found to be not in compliance will have their permit revoked on scene by the Inspector. Stands with revoked permits must immediately cease operations and sales. The Fire Chief or his designee may re-issue the permit, at their discretion; after all unsatisfactory items are resolved. (I.C. 39-2604(6))
7. A "Fireworks Storage Information Sheet" must be accurately completed and submitted with the application for permit.
8. Permits will be issued by the Fire Chief or designated representative once all requirements are met and inspection is passed.
9. **Nonaerial common fireworks, special fireworks, and fireworks may be sold at retail and used beginning at twelve o'clock (12:00) midnight June 23 an ending at twelve o'clock (12:00) midnight July 5, and beginning at twelve o'clock (12:00) midnight December 26 and ending at twelve o'clock (1200) midnight January 1 each year. The use of fireworks must also comply with the city noise ordinance, section 8-1-5 (Ord. 55,3-18-2015)**
10. There shall be at least one (1) supervisor, at least 21 years of age, on duty at all times when the stand is open for business.
11. No person under eighteen (18) years of age shall be allowed, at any time, inside the screened or otherwise segregated area where fireworks are located.
12. An approved Permit consists of the Inspection Form, completed and signed by the Fire Chief or designee, and must be posted conspicuously inside the stand during all hours of operation. (I.C. 39-2604(7))
13. If the stand is operated within the Middleton City limits additional permits are required. You can contact the City of Middleton at (208) 585-3133 to obtain the information. (Ord. 55, 3-18-2015)



2019

NONAERIAL COMMON FIREWORKS STORAGE

Instructions: Please supply all information requested. Use back of form if necessary.

Fireworks Stand Information (Please Print)

Location: RIDLEYS 206 E. MAIN ST MIDDLETON 83644 Owner: RIDLEYS #8442
Operator's Name: DANIEL SCHOONOVER Age: 48
Address: 1831 WINDMILL SPRINGS CT MIDDLETON ID 83644
Phone (Day): DANIEL 208-982-1358 Phone (Night): TNT OFFICE 509-536-6330
Supplier: TNT FIREWORKS Phone: 509-536-6330
Local Rep: WADE WHITE Phone: 208-921-3599
After-hours Storage Location: ON SITE IN SALES STRUCTURE WITH 24/7 SECURITY
Number of Stands Serviced from Storage Location: 1

Employees

Name: <u>DANIEL SCHOONOVER</u>	Age: <u>48</u>	Phone: <u>208-982-1358</u>
Name: <u>KAYLEE HERSCH</u>	Age: <u>25</u>	Phone: <u>253-929-9682</u>
Name: _____	Age: _____	Phone: _____
Name: _____	Age: _____	Phone: _____
Name: _____	Age: _____	Phone: _____
Name: _____	Age: _____	Phone: _____
Name: _____	Age: _____	Phone: _____
Name: _____	Age: _____	Phone: _____
Name: _____	Age: _____	Phone: _____
Name: _____	Age: _____	Phone: _____

I certify that the information supplied above is faithful to the best of my knowledge.

TNT Admin Kerri McTigue for Dan Schoonover Kerri McTigue for Dan Schoonover 4/18/19
Operator _____ Operator Signature _____ Date _____

TNT ADMIN KERRI MCTIGUE FOR OPERATOR DANIEL SCHOONOVER

Approval of Fire Chief/Marshal of Storage Location Jurisdiction: Middleton Rural Fire DistrictVictor E. Islas/ FCO1629

Fire Official/FCO#

Fire Official's Signature

Date

Fireworks Permit Fees: \$50.00

Payment Method: ☐ Cash ☐ CheckPaid in full? ☐ Yes ☐ No

Balance Due:

Paid by:



Treasure Valley



2019

INSPECTION FOR THE SALE OF NONAERIAL COMMON AND STORAGE

Requirements shall be met before the stand is open for operation.

Stand Location: RIDLEYS 206 E. MAIN

Owner: RIDLEYS

Operator: DANIEL SCHOONOVER

To be completed by the Inspector:

☐ Initial Inspection☐ Follow-Up Inspection

Requirements for all temporary nonaerial common fireworks sales stands:

- ☐ Copy of a bond or valid certificate of public liability and property-casualty insurance providing coverage of up to one million dollars (\$1,000,000) for personal injury and property damage may be required at the time of application for public display.
- ☐ The stand must be at least 25 feet away from any other building or structure.
- ☐ The stand must be at least 100 feet away from any fuel storage/dispensing station.
- ☐ Stand's floor area must be less than 750 square feet.
- ☐ Doors must be located at both ends of the structure, thirty inches (30") wide, and must open outward. If the rear wall is more than Twenty-Five feet (25') long, an additional exit door to the rear is required.
- ☐ There must be two (2) fire extinguishers (rated 2A and/or 2A:10BC) and which bear a service tag dated within the last calendar year. Extinguisher shall be mounted three to five feet (3' to 5') above floor level. Extinguishers shall be readily visible and accessible at all times.
- ☐ No smoking is permitted in the stand or within 15 feet of the stand. "NO SMOKING" signs shall be posted inside and outside the stand.
- ☐ At least one supervisor twenty-one (21) years of age or older must be "on duty" at all times. No person under Eighteen (18) years of age work at or about any premises where "non-aerial common fireworks" are sold or offered for sale.
- ☐ The stand must be attended at all times.
- ☐ There must be a metal trash receptacle with a tight-fitting lid in place.
- ☐ Trash and refuse must not be allowed to accumulate.
- ☐ There shall be NO open flame within 25 feet of the stand.
- ☐ There must be an approved storage area for under-stock.
- ☐ No fireworks shall be discharged in or within twenty-five feet (25') of any fireworks stand.
- ☐ "Warning Sign" shall be posted inside and outside the stand.

- ☐ INSPECTION PASS
- ☐ INSPECTION FAILED

Fire Chief/Marshal for: Middleton Rural Fire District

Victor E. Islas/FCO1629

Fire Official/FCO#

Fire Official's Signature

Date

302 East Main Street • Middleton, Idaho 83644 • Phone 208.585.6650 • Fax 208.585.6340

200553209

ANNEXATION AND EXTENSION OF MUNICIPAL
SEWER SERVICES AGREEMENT

This Annexation and Extension of Municipal Sewer Services Agreement ("Agreement") is dated this 17th day of August, 2005, by and among the City of Middleton (the "City"), whose address is P.O. Box 487, Middleton, Idaho 83644, a municipal corporation organized and existing under and by virtue of the laws of the State of Idaho, and Chapparel Development, Inc., an Idaho corporation, whose address is 1550 Hereford Drive, Eagle, Idaho 83616, and Richard M. Phillips, and/or affiliates, collectively called Willowbrook Development, Inc., an Idaho corporation, whose address is 210 Murray, Garden City, Idaho 83714 (collectively, the "Developers").

RECITALS:

WHEREAS, the City of Middleton is a municipal corporation created pursuant to the laws of the State of Idaho and has the power to enter into contracts and to provide public utilities as provided by Idaho Code Title 50, Chapter 3;

WHEREAS, Developers have an option to acquire that certain real property, situated in the unincorporated portion of Canyon County, Idaho, lying noncontiguous and east of the City, and which is more particularly described on Exhibits A-1 through A-6, attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, Developers intend to develop the sites as residential housing projects (the "Development"); and

WHEREAS, the Subject Property is not located within the current boundaries of the City's area of impact. However, the City is currently in the process to expand its area of impact to include the Subject Property; and

WHEREAS, Developers desire to provide the Subject Property with municipal Sewer services, which services shall be owned, operated, and maintained by the City; and

WHEREAS, Developers desire that the Subject Property be annexed into the City's corporate limits as soon as reasonably possible; and

WHEREAS, the City desires to annex the Subject Property into its corporate limits when it becomes contiguous to the City's boundary and to provide municipal Sewer services to the Subject Property and the surrounding area, whether or not the Subject Property is annexed into the City; and

NOW, THEREFORE, in consideration of the promises and the mutual benefits, representations, covenants, undertakings, and agreements hereinafter contained and for good and valuable consideration received by the parties, which consideration and the sufficiency thereof is

ANNEXATION AND EXTENSION OF MUNICIPAL SEWER SERVICES AGREEMENT

[Signature]
200553209

Bea City of Middleton

200553209

hereby acknowledged by the parties hereto, the City and Developers represent, covenant, undertake, and agree as follows:

AGREEMENTS:

Section One. Annexation.

- * → A. Developers desire that the Subject Property be annexed into the City limits. Developers also agree not to annex into any other City. At such time as the Subject Property becomes contiguous with the corporate limits of the City, Developers shall file a petition for annexation of the Subject Property to the City pursuant to relevant statutes and ordinances. The City has, by execution of this Agreement, manifested its intention to annex the Subject Property so long as the terms and conditions of this Agreement are satisfied.
- B. Subject to the relevant provisions of the City Code of the City of Middleton, and other statutory provisions as may be relevant, the City shall, immediately after receipt of Developers' application for annexation, or as soon as practicable thereafter, annex the Subject Property to the City. Upon annexation, the City shall adopt all ordinances respecting the zoning, use and development of the Subject Property in a manner to preserve the Developers' development rights, including any development plans previously approved by the County. This Agreement, as well as connection to the City's municipal wastewater collection system, is deemed consent to annex to the City, as described in Idaho Code Section 50-222.
- C. Upon the execution of this Agreement, the Developers shall do all things necessary and proper to aid and assist the City in carrying out the terms, conditions and provisions of this Agreement to effectuate the annexation of the Subject Property to the City, as long as Developers intend to develop the Development on the Subject Property.
- D. The City shall take all actions necessary to carry out and perform the terms and conditions of this agreement to effectuate the annexation of the Subject Property to the City, while preserving the Developers' development rights.
- E. Prior to Annexation, Developers and their successors shall be required to pay the sewer usage rates established by the City for users located outside the City's corporate limits, as amended from time to time by resolution of the City Council.

Section Two. Project Description. Developers shall design and construct 7,000 lineal feet of 15-inch diameter and 9,000 lineal feet of 18-inch diameter gravity sewer interceptor, subject to review and approval by the City and its engineer (the "Project"). The gravity sewer line shall extend from the southwest corner of the proposed Blue Meadows Subdivision to the corner of Chief Road and Duff Lane, thence south to Highway 44 and west to a connection with the City system at Middleton Road and Star Boulevard. A description of the Project is attached

as Exhibit B. Prior to construction of the Project, Developers shall competitively bid the Project using at least three contractors.

Section Three. Delivery of Municipal Sewer Services. The City agrees to provide municipal sewer services to the Subject Property. Construction of the sewer extension shall be completed by the Developers no later than twelve (12) months after Developers fund the initial cost of the extension. Developers agree to fund the actual cost of extending the municipal Sewer services to the Subject Property, which cost is estimated to be \$1,050,000, as set forth on the attached Exhibit B. Developers shall fund the costs described in Exhibit B as they are incurred, so that the City is not required to fund those costs. Costs for work necessary to extend the services not described in Exhibit B shall be the responsibility of the City. Once the work described in Exhibit B is complete, Developers shall dedicate the improvements to the City upon the City's written acceptance thereof. The Developers' obligation to fund the costs in this Section Three and the City's obligation to extend sewer services to the Subject Property are subject to the following conditions precedent:

- A. The Developers have acquired the Subject Property.
- B. The Developers have received all necessary permits, approvals and financing which, in its discretion, are necessary for the construction and operation of the Development.
- C. Developers have commenced construction of the Development.
- D. Verification by the City and the Developers to their mutual satisfaction that the City's sewer system, upon extension, shall be adequate to meet all the wastewater needs of the Development and that the costs are consistent with the estimates in Exhibit B. The City shall provide a letter certifying the adequate capacity.

Section Four. Easements. In the event the Project is not constructed within rights-of-way dedicated to the City, Developers shall grant to the City permanent easements for the operation, maintenance, repair and replacement of the sewer lines, as well as easements providing reasonable access to the sewer lines to the nearest right-of-way.

Section Five. Guaranteed Hookups. Because Developers are responsible for paying the entire up-front cost for the Project, described in Section 3 and Exhibit B, herein, the City dedicates to the Developers the following number of hookups to the City's wastewater treatment system through this trunk extension:

Willowbrook, Inc.	1130
Chaparrel Development, Inc.	225

Section Six. Wastewater Treatment Plant Hookup Fees Credits. The City intends to extend the municipal sewer system to service the Subject Property and to the surrounding area from the existing City system. Developers are responsible for the entire costs to extend the services to the Subject Property. In exchange for the additional trunk line capacity necessary to service the surrounding area, the City agrees to credits for wastewater treatment plant hookup

fees in the amount of the difference between the costs associated with Developers' requirements and the Project constructed to include the trunk line expansion required by the City. In order to assist in recouping these costs, the City will collect a latecomer fee from all future customers and developments who utilize the Project but do not participate in its construction.

Specifically, Developers are solely responsible for the first \$450,000 of construction without reimbursement from the City. The additional costs of construction will be reimbursed to the Developer through hookup fee waivers and hookup fee payments from future customers. The City agrees to waive hookup fee charges to Developers for one hundred seventy-six (176) hookups to the City's wastewater treatment facility, to be split evenly between Developers. In addition, the City agrees to pay to Developers the hookup fees (excluding latecomer surcharges) levied against the first eighty-eight (88) parties who benefit from the Project but were not a party to the original construction, or such number necessary to fully reimburse Developers for the costs of the Project over and above \$450,000.

Section Seven. Binding Effect and Term. This Agreement shall be binding upon and inure to the benefit of the parties, successor Developers of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of the City and successor municipalities so long as the Development is not fully sold to individual lot owners, and any extended time that may be agreed to by amendment, provided, however, that this Agreement shall be extended to permit full development.

Section Eight. Notices. Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States certified mail, postage prepaid and return receipt requested, as follows:

For the City:

Mayor Frank McKeever
City of Middleton
P.O. Box 487
Middleton, Idaho 83644

For Developers:

Orson Woodhouse
Chapparel Development, Inc.
1550 Hereford Drive
Eagle, Idaho 83616

Dick Phillips
Willowbrook Development, Inc.
210 Murray
Garden City, Idaho 83714

Section Nine. Warranties and Representations. The Developers represent and warrant to the City as follows:

- A. That upon exercise of the option to purchase the property by Developers, the legal title holder and Developers of record of the property will be Chapparel

Development, Inc., an Idaho corporation, and Willowbrook Development, Inc., an Idaho corporation; and

- B. That Developers have provided the legal descriptions of the property set forth in this Agreement and that the legal descriptions of the land to be annexed will be substantially similar to the legal descriptions provided herein.
- C. Developers warrant that the Project will be constructed in a good and workmanlike manner and in substantial conformity with the approved plans and specifications. Developers warrant the Project against defects in workmanship or mechanical components for a period of one (1) year following the date of final acceptance of the Project by the City.

Section Ten. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions contained in this Agreement imposed upon any other party shall not constitute a waiver or relinquishment of any party's right to subsequently enforce the term, covenant, agreement or condition, but the term, covenant, agreement or condition shall continue in full force and effect.

Section Eleven. No Third Party Beneficiaries. This Agreement shall not be construed to create any rights in any person or entity who is not a signatory to this Agreement and no person or entity may claim the status of a third-party beneficiary of this Agreement.

Section Twelve. City Approval or Direction. Where City approval or direction is required by this Agreement, this approval or direction means the approval or direction of the Elected Officials of the City unless otherwise provided or required by law, and this approval may be required to be given only after and if all requirements for granting the approval have been met unless the requirements are inconsistent with this Agreement.

Section Thirteen. Singular and Plural. Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

Section Fourteen. Section Headings and Subheadings. All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions under the headings whether covered or relevant to such heading or not.

Section Fifteen. Recording. A copy of this Agreement and any amendment to this Agreement shall be recorded in the office of the County Recorders office for Canyon County.

Section Sixteen. Authorization to Execute. The officers of Chapparel Development, Inc. and Willowbrook Development, Inc. executing this Agreement warrant that they have been lawfully authorized by their respective Boards of Directors to execute this Agreement on behalf of Chapparel Development, Inc. and Willowbrook Development, Inc. The mayor and clerk of the City warrant that they have been lawfully authorized by the City Council of the City to execute this Agreement. Upon request, Chapparel Development, Inc. and Willowbrook Development, Inc. and the City shall deliver to each other copies of all by-laws, resolutions,

ordinances, legal opinions or other documents required to legally evidence the authority to execute this Agreement on behalf of the respective entities.

Section Seventeen. Entire Agreement and Amendments in Writing. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developers and the City relative to the subject matter of this Agreement, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those that are set out in this Agreement. Except as otherwise provided here, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless authorized in accordance with law and reduced in writing and signed by them.

Section Eighteen. Curing Default. The parties to this Agreement reserve a right to cure any default under this Agreement within 30 days from written notice of the default.

Section Nineteen. Conflict Between the Text and Exhibits. In the event of a conflict in the provisions of the text of this Agreement and the attached Exhibits, the text of the Agreement shall control and govern.

Section Twenty. Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction or in the event a court shall determine that the City does not have the power to perform a disputed provision, the provision shall be deemed to be excised from this Agreement and invalidity shall not affect any of the other provisions contained here, and the judgment or decree shall relieve the City from performance under the invalid provision of this Agreement.

Section Twenty-One. Execution of Agreement. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument. This Agreement shall be signed last by the City and the Mayor of the City shall affix the date on which he signs this Agreement on page 1. This date shall be the effective date of this Agreement.

Section Twenty-Two. Non-binding Mediation. If there is a dispute between the parties to this Agreement, the City will select either the Mayor or a City Council member to meet with the Developers' authorized representative to attempt to resolve the dispute. If, after thirty (30) days, the parties are unable to resolve the dispute, the parties shall appoint a mediator to conduct a non-binding mediation to resolve the dispute. If, after ninety (90) days, the mediation is not progressing, either party may seek to enforce its rights and remedies under this Agreement in a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.



Attest:

Ellen Smith CMC
Ellen Smith, City Clerk

CHAPPAREL DEVELOPMENT, INC.

By Orson Woodhouse
Orson Woodhouse, President
Chapparel Development, Inc.

CITY OF MIDDLETON

By Frank McKeever
Mayor Frank McKeever

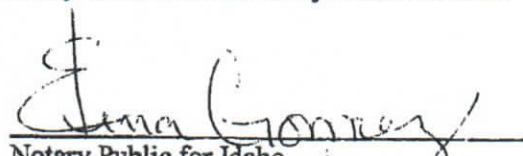
WILLOWBROOK DEVELOPMENT, INC.

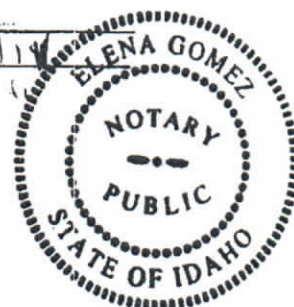
By Dick Phillips
Dick Phillips, President
Willowbrook Development, Inc.

STATE OF IDAHO)
) ss.
County of Canyon)

On this 25 day of August, 2005, before me, the undersigned notary public in and for said state, personally appeared Frank McKeever, Mayor of the City of Middleton, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has the authority to execute and executed the same for the purposes therein contained on behalf of the City of Middleton.

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

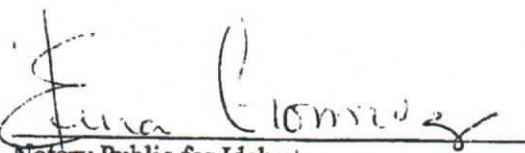

Notary Public for Idaho
Residing at Middleton
Commission Expires 3/14/11

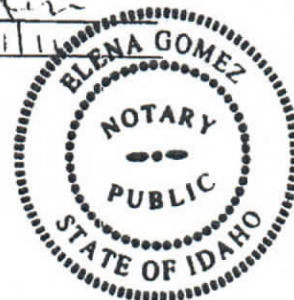


STATE OF IDAHO)
) ss.
County of Canyon)

On this 25 day of August, 2005, before me, the undersigned notary public in and for said state, personally appeared Ellen Smith, City Clerk of the City of Middleton, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has the authority to execute and executed the same for the purposes therein contained on behalf of the City of Middleton.

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


Notary Public for Idaho
Residing at Middleton
Commission expires 3/14/11



STATE OF IDAHO)
) ss.
County of Ada)

On this 17 day of August, 2005, before me, the undersigned notary public in and for said state, personally appeared Orson Woodhouse, President for Chapparel Development, Inc., known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has the authority to execute and executed the same for the purposes therein contained on behalf of Chapparel Development, Inc.

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

Norita Stricker
Notary Public for Idaho
Residing at Eagle, Id.
Commission Expires 2/9/07



STATE OF IDAHO)
) ss.
County of Ada)

On this 17 day of August, 2005, before me, the undersigned notary public in and for said state, personally appeared Dick Phillips, President of Willowbrook Development, Inc., known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has the authority to execute and executed the same for the purposes therein contained on behalf of Willowbrook Development, Inc.

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

Norita Stricker
Notary Public for Idaho
Residing at Eagle, Id.
Commission expires 2/9/07

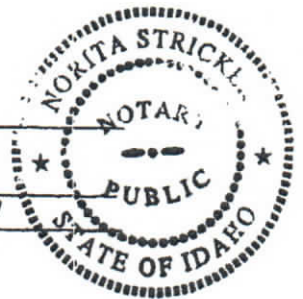


EXHIBIT A**Property Description**

A PORTION OF SECTION 33, T3N, R2W, CONSISTING OF ASSESSOR PARCELS R37620, R37621, R37626 AND R37622010 BEING THE NW¼ (EXCEPT THE NW 1 ACRE PARCEL), THE N¼ OR THE NE¼, THE SW¼ OF THE NE¼ AND A PORTION OF THE N¼ OF THE SW¼ LYING NORTH OF LANKTREE LANE AND EXCEPTING THEREFROM TAX PARCEL R37622010A ALL IN SAID SECTION AND CONTAINING APPROXIMATELY 318 ACRES.

AND

A PORTION OF SECTION 34, T3N, R2W, CONSISTING OF ASSESSOR PARCEL R37608 BEING A PORTION OF THE NORTH ¼ OF THE NE¼ OF SAID SECTION AND APPROXIMATELY 74 ACRES.

AND

A PORTION OF SECTION 26, T3N, R2W, CONSISTING OF ASSESSOR PARCEL R37465 BEING THE EAST ¼ OF THE SE¼ SE¼ OF SAID SECTION AND APPROXIMATELY 80 ACRES.

EXCEPTING ROAD RIGHT OF WAYS.

WAGNER 550 Neckups

PN 83124

Exhibit "A"

PARCEL I

The East Half of the Southeast Quarter of the Southeast Quarter AND the East Half of the West Half of the Southeast Quarter of the Southeast Quarter of Section 28, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

Parcel II

The North Half of the Northeast Quarter of Section 34, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM

A portion of the Northwest Quarter of the Northeast Quarter of Section 34, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Northwest corner of said Northwest Quarter of the Northeast Quarter; thence

North 89° 50' 02" East along the North boundary of said Northwest Quarter of the Northeast Quarter a distance of 441.78 feet; thence traversing the centerline of an existing irrigation lateral as follows:

South 0° 58' 18" West a distance of 23.51 feet; thence

South 42° 05' 54" West a distance of 73.48 feet; thence

South 20° 35' 04" West a distance of 70.29 feet; thence

South 7° 09' 41" East a distance of 113.56 feet; thence leaving said centerline and

bearing

South 89° 50' 02" West parallel with the North boundary of said Northwest Quarter of the Northeast Quarter a distance of 199.21 feet; thence

South 0° 15' 34" East parallel with the West boundary of said Northwest Quarter of the Northeast Quarter a distance of 321.16 feet to a point in the centerline of an existing irrigation lateral; thence

North 86° 43' 47" West along said centerline a distance of 221.22 feet to a point on the West boundary of said Northwest Quarter of the Northeast Quarter; thence

North 0° 19' 34" West along said West boundary a distance of 664.30 feet to the **POINT OF BEGINNING**.

Parcel III

The Southwest Quarter of the Northeast Quarter of Section 35, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

Excepting therefrom:

This parcel lies in the Southwest Quarter of the Northeast Quarter of Section 35, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

First Abstract 784
Second Abstract

WAGNER

EXHIBIT A-2

WAGNER 8/10/04

Beginning at the Southeast corner of the said Southwest Quarter of the Northeast Quarter; thence

South 89° 35' 38" West along the South boundary of the said Southwest Quarter of the Northeast Quarter a distance of 23.00 feet; thence

North 00° 09' 22" West parallel with the East boundary of the said Southwest Quarter of the Northeast Quarter a distance of 80.30 feet; thence

North 44° 50' 33" East a distance of 39.60 feet to a point on the said East boundary; thence

South 00° 09' 22" East along said East boundary a distance of 87.91 feet to the Point of Beginning.

Parcel IV.

The South Half of the Northwest Quarter of Section 35, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

Parcel V

This parcel consists of all land lying in the North One-Half of the Northwest Quarter of the Southwest Quarter, the North One-Half of the Northeast Quarter of the Southwest Quarter, the North One-Half of the North One-Half of the South One-Half of the Northwest Quarter of the Southwest Quarter, and the North One-Half of the North One-Half of the South One-Half of the Northeast Quarter of the Southwest Quarter of Section 35, Township 5 North, Range 2 West of the Boise Meridian.

Excepting therefrom:

This parcel is a portion of the North Half Northeast Quarter Southwest Quarter and of the North Half North Half South Half Northeast Quarter Southwest Quarter of Section 35, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the Northeast corner of said North Half Northeast Quarter Southwest Quarter; thence

South 0° 14' 04" East along the East boundary of the Northeast Quarter Southwest Quarter a distance of 823.97 feet to the Southeast corner of said North Half North Half South Half Northeast Quarter Southwest Quarter; thence

South 89° 38' 40" West along the South boundary said North Half North Half South Half Northeast Quarter Southwest Quarter a distance of 30.00 feet to the TRUE POINT OF BEGINNING; thence continuing

South 88° 38' 40" West along said South boundary a distance of 960.68 feet; thence

North 45° 07' 14" East a distance of 654.05 feet; thence

South 38° 11' 37" East a distance of 312.41 feet; thence

South 88° 42' 38" East a distance of 308.57 feet to a point which lies on a line 30.00 feet westerly from and parallel with the East boundary of said North Half North Half South Half Northeast Quarter Southwest Quarter; thence

South 0° 14' 04" East along said parallel line a distance of 96.28 feet to the TRUE POINT OF BEGINNING.

Parcel VI

Final Assessor's Title
Schedule A

Wagner

EXHIBIT A-2

8 150 CN

MAR 17 2015 10:10 AM

The North Half of the North Half of Section 35, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

Excepting therefrom:

This parcel is a portion of the Northwest Quarter of the Northwest Quarter of Section 35, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northwest corner of said Northwest Quarter of the Northwest Quarter; thence

South 89° 41' 06" East along the North boundary of said Northwest Quarter of the Northwest Quarter a distance of 345.73 feet; thence

South 00° 18' 04" West parallel with the West boundary of said Northwest Quarter of the Northwest Quarter a distance of 252.00 feet; thence

North 89° 41' 06" West parallel with the North boundary of said Northwest Quarter of the Northwest Quarter a distance of 345.73 feet to a point on the West boundary of said Northwest Quarter of the Northwest Quarter; thence

North 00° 18' 04" East along said West boundary a distance of 252.00 feet to the **POINT OF BEGINNING.**

W. H. D. W. R.
C. L. J. S. R.

W. H. D. W. R.

First Amendment Title
Schedule A

6 10 05/10/19

EXHIBIT A-2
MAR 17 10:05 8-11 AM

Exhibit "A"

The South One-Half, the South One-Half of the North One-Half and the Northwest Quarter of the Northeast Quarter, all in Section 25, Township 5 North, Range 2 West, Boise Meridian, Canyon County, State of Idaho.

EXCEPTING THEREFROM:

A portion of Section 25, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of Section 25, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho; thence

South 89° 28' 00" West 4564.42 feet along the Section line, thence

North 0° 00' 00" West 275.01 feet; thence

South 89° 28' 00" West 721.86 feet to a point on the section line; thence

North 00° 00' 00" East 325.01 feet along the Section line, thence

North 89° 28' 00" East 817.02 feet; thence

North 59° 45' 33" East 256.90 feet; thence

North 11° 04' 33" East 480.02 feet; thence on a curve to the left whose central angle is 103° 25' 01", whose radius is 1465.00, whose length is 2544.28 feet and whose long chord bears

North 48° 26' 02" East, 2299.66 feet, thence

North 90° 00' 00" East 261.61 feet, thence on a curve to the left whose central angle is 101° 36' 14", whose radius is 1454.01 feet, whose length is 2586.90 feet and whose long chord bears

North 71° 45' 24" East, 2258.96 feet to a point on the section line, thence along the section line,

South 00° 02' 58" East 723.99 feet to a 1/4 corner, thence

South 00° 00' 16" West 2637.48 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A portion of Section 25, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of Section 25, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho which is the POINT OF BEGINNING, thence along the section line

North 00° 11' 08" West 275.01 feet, thence leaving said section line

North 89° 34' 11" East 721.86 feet, thence

South 00° 00' 58" East 275.01 feet to a point on the section line, thence along the section line

South 89° 34' 11" West 721.86 feet to the POINT OF BEGINNING.

Exhibit "A"

A portion of the North Half of Section 3, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the East Quarter corner of Section 3, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence South $89^{\circ} 26' 41''$ West 1,320.31 feet along the mid-section line (the basis of bearings) to a 1/16th corner, the POINT OF BEGINNING; thence continuing along the mid-section line, South $89^{\circ} 26' 41''$ West 1,320.31 feet to the center of said section; thence

South $89^{\circ} 26' 41''$ West 1,313.76 feet to a 1/16th corner; thence along a 1/16th line,

North $00^{\circ} 47' 20''$ East 1,324.63 feet to a 1/16th corner, said point also being on the South right of way of Foothill Road; thence along the 1/16th line,

North $89^{\circ} 27' 05''$ East 1,319.81 feet to a 1/16th corner; thence continuing along a 1/16th line,

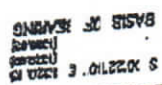
North $89^{\circ} 33' 09''$ East 1,320.73 feet to a 1/16th corner; thence along a 1/16th line,

South $00^{\circ} 31' 35''$ West 1,320.19 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM: Foothill Road.

Blue meadows 120 Hookups

A PORTION OF THE SW 1/4 OF SECTION 34
TOWNSHIP 5 NORTH, RANGE 2 WEST, ROSE MERRIAN
CARBON COUNTY, IDAHO



Parent!

Due meter
60 Hookups

EXHIBIT A-3

Stamenzahl 20
Bl. in Pa. 20

BASES OF BEARING:
 5000 am Estolen, Ek 23, Pg. 27

Low, light - FOUND

- ☐ Q10 CLO BRASS CAP UNMOUNTED - FOUND
☐ Q11 5/8" REDWOOD - FOUND
☐ Q12 3/4" = 3/8" REDWOOD - SET
☐ Q13 1/2" REDWOOD - FOUND
☐ Q14 CALCULATED POINT
☐ Q15 PROPERTY BOUNDARY LINE
☐ Q16 RECORD DATA OLD PAGES
☐ Q17 RECORD DATA NEW PAGES

R.O.S. Inc. Attn: 98063UF
R.O.S. Inc. Attn: 98063UF
R.O.S. Inc. Attn: 98063UF

CLO Department Security
and Substitution of 19-2

REFERENCE ATTN:
Attn: 98063UF

[illegible][illegible][illegible]

1000

ALL BELIMELER

Skinner Land
Co. Inc.

WILL E. COOPER, JR.
GENERAL MGR.
7541-24-0119

A. Real Property. The Real Property is described as:

The southeast quarter of Section 3, Township 4 North, Range 2 West, Boise Meridian, excepting therefrom that portion of the southeast quarter of Section 3, Township 4 North, Range 2 West, lying North of the centerline of the Middleton Mill Canal, also known as the Middleton Canal, together with all water and water rights, easements and easement rights and any other appurtenances thereto, all of which are located in Canyon County, Idaho.

LAKE @ TELAGA 120

Property to be named in the future 105

EXHIBIT A-6

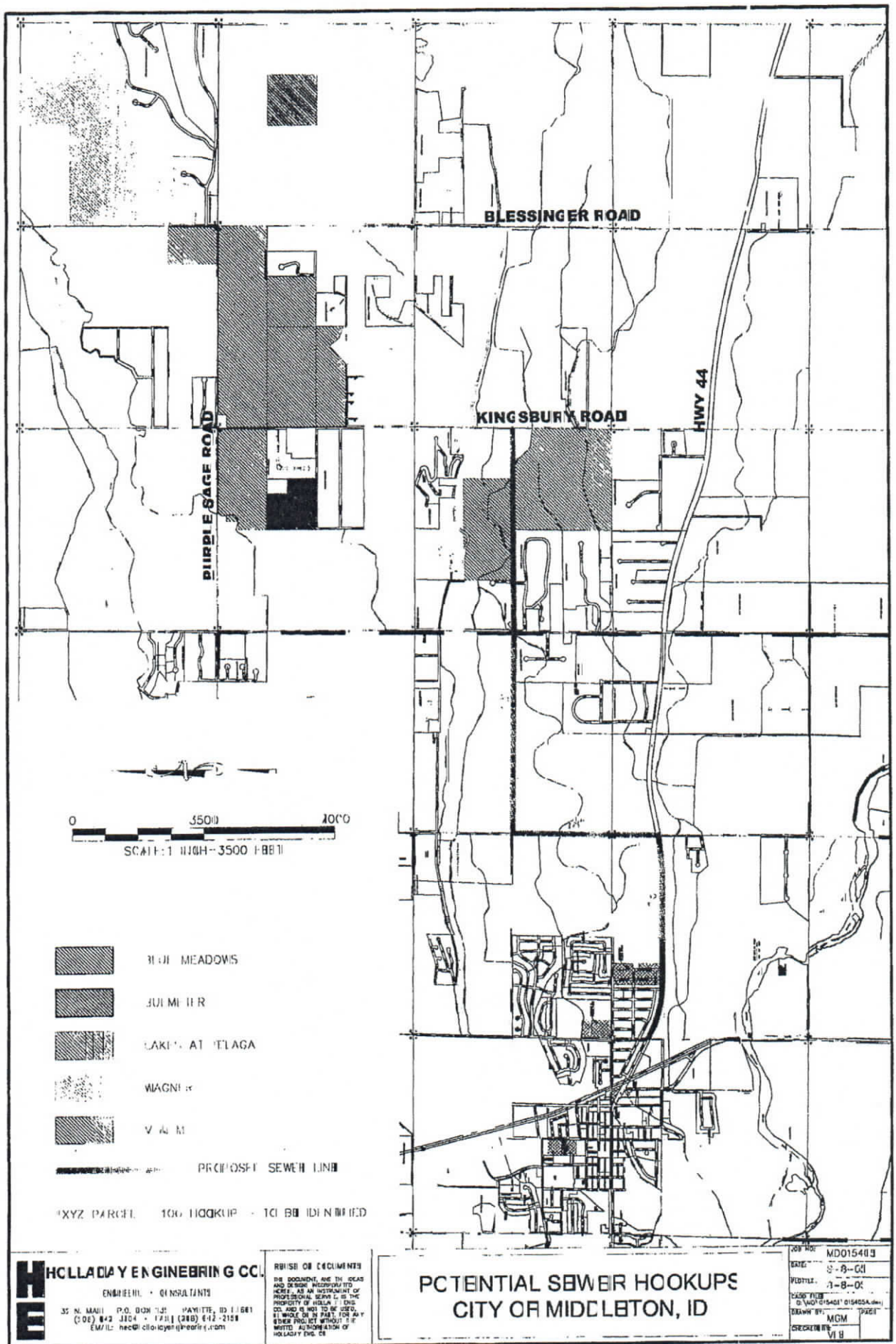


Exhibit B



11101 West Executive Drive, Boise ID 83713
Office (208) 345-1265

DATE: April 22, 2019

TO: Mayor Darin Taylor
Members of the Middleton City Council:
Ms. Carrie Huggins
Mr. Rob Kiser
Ms. Beverlee Furner

FROM: Rachele Klein, Business Development Manager, Republic Services of Idaho

SUBJECT: Commercial Recycling Rate Adjustment of \$0.80 per loose yard.

Dear Mayor Taylor and Middleton City Council,

Costs associated with providing recycling services have increased dramatically in the last year due to changes in foreign commodity markets. The most impactful of these changes came in January 2018 when China dropped its acceptable contamination level for inbound recyclable materials to 0.5%. The largest global buyer virtually closed its doors to the world of recycling. Generators of recyclables all pivoted to the neighboring markets of Vietnam, Indonesia and Malaysia. These secondary markets did not have the same processing capacity as China and baled recyclables quickly flooded their ports. Eventually, Vietnam, Indonesia and Malaysia followed China's lead and reduced their acceptable contamination levels to 0.5%. The influx of available recyclable materials caused recycling commodities prices to plummet. In partnership with Western Recycling, we have found markets for all acceptable recyclable materials in Middleton. The pricing, however, shifted from net positive to net negative.

Historically, Republic Services used revenue from recycling commodity sales to offset recycling program costs (to keep monthly pricing low). Several years ago, recycling markets destabilized, eventually settling with a net cost to Republic Services of \$75 or more per ton to process (separate at the recycling center), bale and ship to end-use markets. In 2018 residential recycling fees in Middleton were increased \$0.90 per household per month. This additional fee allowed the residential program to continue without interruption. Last year, however, we neglected to consider the impact to commercial recycling customer rates. At this time, Republic Services is requesting a commercial recycling rate increase of \$0.80 per loose container yard. This incremental increase will cover current program costs and allow commercial recycling services in Middleton to also continue uninterrupted.

We will provide the City with regular recycling market updates and adjust rates accordingly in the event global recycling markets recover and again become profitable and we appreciate your consideration on this matter.

Sincerely,
Rachele Klein
Business Development Manager, Republic Services of Idaho
rklein@republicservices.com
208-685-7739

Proposed 2019 Middleton Commercial Recycling Rates – Effective June 1, 2019

Commercial No-Sort Recycling Carts (Available Service Day - Monday)								
Frequency	Delivery	Extra	1 Cart	2 Carts	3 Carts	4 Carts	5 Carts	6 Carts
1 x week	12.76	8.09	13.25	17.99	22.74	27.46	32.20	36.94

Commercial Recycling Dumpsters (Available Service Days - Tuesday Wednesday Thursday Friday)						
Size	Delivery	Extra	2 x month	1 x week	2 x week	3 x week
3	30.81	17.48	45.98	71.82	141.98	212.14
6	30.81	28.53	85.51	106.55	185.42	271.31
8	30.81	39.05	not available	141.18	246.06	342.42

**Industrial Recycling					
Size	Delivery	Haul	Monthly Rent	Daily Rent	Tax on Rent
20	43.23	133.04	106.38	3.50	6%
25	43.23	133.04	114.72	3.77	6%
30	43.23	133.04	122.97	4.04	6%
35	43.23	133.04	131.29	4.32	6%
40	43.23	133.04	139.73	4.59	6%
Compactors	-	133.04	-	-	-