

NOTICE OF APPROPRIATIONS ORDINANCE AMENDMENT HEARING

NOTICE IS HEREBY GIVEN that the City Council of Emmett, Idaho will hold a public hearing for consideration of an amendment to the 2023 fiscal year budget by appropriating additional monies received by the City of Emmett, said hearing to be held at City Hall, 501 E. Main St., at 7:00 p.m., on the 12th day of September 2023.

	FY2021 ACTUAL EXPENDITURES	FY2021 ACTUAL REVENUES	FY2022 ACTUAL EXPENDITURES	FY2022 ACTUAL REVENUES	FY2023 PROPOSED EXPENDITURES APPROPRIATION	FY2023 PROPOSED REVENUES APPROPRIATION	INCREASE OVER ORIGINAL
General Fund	3,076,990	4,079,339	2,884,683	2,884,683	3,307,616	3,307,616	220,000

At said hearing any interested person may appear and show cause, if any he has, why such proposed appropriations ordinance amendment should or should not be adopted.

Dated this 23rd day of August, 2023

City Clerk: Lyleen Jerome

This institution is an equal opportunity provider
Any person needing special accommodations to participate in the above-noticed meeting should contact City Hall prior to the meeting at 501 East Main Street, Emmett, Idaho

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City of Emmett Council Meeting

August 22, 2023

Regular Meeting

The Emmett City Council held a meeting at 501 E. Main Street, Emmett, Idaho.
Mayor Petrie called the meeting to order at 7:00 p.m.
Mayor Petrie led the Pledge of Allegiance
Hugh Orr offered the Community Invocation

Council Present: Council President Steve Nebeker, Councilor Tona Henderson, Councilor Gary Resinkin, Councilor Tom Butler, Councilor Denise Sorenson, Councilor Jody Harris

Council Present by Phone – None

Council Absent: None

City Attorney: Jake Sweeten

Staff Present: Lyleen Jerome, Brian Sullivan, Curt Christensen, Clint Seamons, Mike Knittel, Steve Kunka, Alyce Kelley,

Public Present: Cataleya Cole, 2520 E. Locust, Emmett; Jeni Hammon, 3010 Windfall, Emmett; Aya Graviat, 2330 Cherry Lane; Jordan Dickeson;

Griffin Arnett, 311 E. 1st St, Emmett;

Brad Turpen, 1202 E. Locust, Emmett; Matt Godfrey, 1989 W. Puzzle Creek Dr.; Travis Whittemore, 993 Walker Trail; Judy Barbera, 3445 W. Black Canyon Hwy, Emmett, Dave Shaw, 802 S. Plaza Rd, Emmett; Lansa Kimball, 1500 Wren Ln, Emmett; Hallie Hart, 14750 Willis Rd, Caldwell, Neal Capps, 110 Harris Ln, Emmett.

Public Present via telephone: None

Amendments to the Agenda: None

Declaration of Conflict of Interest: None

Declaration of Council Members' Discussion Outside an Open Meeting: None

ELECTED OFFICIALS:

Mayor

City Council

Announcements and Good of the Order –

PUBLIC HEARING:

Mayor Petrie opened the public hearing at 7:07 p.m.

Brian Sullivan presented the revised development agreement for Park Hampton LLC, property located at 1050 Cascade Road to include a revision to Section 4, Hold Harmless Indemnification, and adding to Section 4.2 and Section 7.3 Exhibits.

Mayor Petrie called three times for public comments. No public comments. Mayor Petrie closed the public hearing at 7:09 p.m. and called for a decision.

Council President Nebeker **MOVED TO APPROVE REVISED DEVELOPMENT BETWEEN CITY OF EMMETT AND PARK HAMPTON, LLC WITH THE MAYOR TO SIGN.** Seconded by Councilor Butler.

Roll call vote: Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – 6-AYES, 0-AYES. Motion carried.

CONSENT AGENDA:

Approval of Minutes – August 8, 2023

Approval of Accounts Payables

Approval of Permits – Bartenders: Katherine Coburn, Haylie Dana, Anna Hill, Ricki Jane Smith

Councilor Resinkin **MOVED TO APPROVE THE CONSENT AGENDA;** Seconded by Councilor Henderson
Motion carried by voice vote.

BUSINESS:

Approve Road Closures for Emmett High School Homecoming Parade. Presenting for the High School - Aya Graviat, ASB President, Griffin Arnett, ASB VP, Jeni Hammon ASB Secretary, Cataleya Cole, Secretary of Organizations, Jordan Dickeson, Advisor and Officer Heather Roehr, Resource Officer. Councilor Henderson **MOVED TO APPROVE ROAD CLOSURES FOR THE EMMETT HIGH SCHOOL HOMECOMING PARADE AND FOLLOW ALL RECOMMENDATIONS OF STAFF.** Seconded by Councilor Resinkin.
Motion carried by voice vote.

Clint Seamons, Public Works Director requests approval of Mountain Creek Development Master Utility Plan. Councilor Henderson **MOVED TO APPROVE MOUNTAIN CREEK DEVELOPMENT MASTER UTILITY PLAN TO EXTEND CITY WATER AND SEWER SERVICES AT 1.5 TIMES OUR NORMAL RATE.** Seconded by Councilor Butler. Motion carried by voice vote.

Brian Sullivan, Building Official/City Planner request approval of Ordinance #O2023-15. AN ORDINANCE ANNEXING TO THE CITY OF EMMETT, IDAHO, CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF GEM COUNTY; IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF EMMETT, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

City of Emmett Council Meeting

August 22, 2023

Regular Meeting

Council President Nebeker **MOVED TO APPROVE ORDINANCE #O2023-15 TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE.** Seconded by Councilor Resinkin, Roll call vote: Councilor Butler – AYE, Councilor Harris- AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson- AYE, Council President Nebeker – AYE. **6 AYES, 0 NOES. Motion Carried.**

Brain Sullivan read Ordinance #O2023-15 by title. Councilor Sorenson **MOVED TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2023-15, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY.** Seconded by Councilor Butler. Roll call vote: Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE. **6-AYES, 0-NOES. Motion Carried.**

Brian Sullivan request approval of Ordinance #O2023-16. AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING CITY CODE TITLE 2, CHAPTER 1; “PLANNING AND ZONING COMMISSION” BY CHANGING SECTION 2-1-1 “DEFINITIONS” TO THE PLANNING DUTIES” OF THE COUNCIL; AMENDING SECTION 2-1-2 “COMMISSION CREATED; APPOINTMENT; TERMS; REMOVAL FROM OFFICE” ELIMINATED THE “PLANNING” PORTION AND CHANGING THE NUMBER OF ZONING COMMISSIONERS TO A MINIMUM OF THREE(3); REPEALING CITY CODE TITLE 2, CHAPTER 1, SECTION 3 “ORGANIZATION” SECTION 4 “COMPREHENSIVE PLAN”; SECTION 8 :APPEALS: AND SECTION 9 “VIOLATIONS; PENALTIES” AND PROVIDING AN EFFECTIVE DATE.

Council Sorenson **MOVED TO APPROVE ORDINANCE #O2023-16 TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE.** Seconded by Councilor Butler, Roll call vote: Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE. **6-AYES, 0-NOES. Motion Carried.**

Brain Sullivan read Ordinance #O2023-16 by title. Councilor Henderson **MOVED TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2023-15, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY.** Seconded by Councilor Butler. Roll call vote: Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE. **6-AYES, 0-NOES. Motion Carried.**

Brian Sullivan, Building Official/City Planner requests approval of a one-year extension of Gem Valley Townhomes PUD. Councilor Butler **MOVED TO APPROVE A ONE-YEAR TIME EXTENSION TO START CONSTRUCTION OF GEM VALLEY TOWNHOMES PUD, WITH AN OPTION TO FILE ANOTHER EXTENSION UPON SHOWING GOOD CAUSE. CONSTRUCTION MUST START ONE YEAR FROM THE DATE OF THE REQUEST, WHICH WILL BE AUGUST 22, 2024.** Seconded by Councilor Harris. Motion carried by voice vote.

DEPARTMENT REPORTS:

Building Official/City Planner – Brian Sullivan – Reported
City Clerk, Lyleen Jerome – Reported
Fire Chief, Curt Christensen – Reported
Library Director, Alyce Kelley – Reported
Police Chief, Steve Kunka – Reported
Public Works, Clint Seamons - Reported
IT Systems Director, Mike Knittel – Reported

Mayor Petrie asked for a motion to move to Executive Session. Council President Nebeker **MOVED TO MOVE TO EXECUTIVE SESSION 74-206 (A) TO CONSIDER HIRING A PUBLIC OFFICE, EMPLOYEE, STAFF MEMBER OR INDIVIDUAL AGENT, WHEREIN THE RESPECTIVE QUALTIES OF INDIVIDUAL ARE TO BE EVALUATED IN ORDER TO FILL A PARTICULAR VACANCY OR NEED. THIS PARAGRAPH DOES NOT APPLY TO FILLING A VACANCY IN AN ELECTIVE OFFICE OR DELIBERATIONS ABOUT STAFFING NEEDS IN GENERAL.** Seconded by Councilor Henderson. Roll call vote Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE. **6-AYES, 0-NOES. Motion Carried.** Executive Session opened at 7:42 p.m.

Councilor Resinkin **MOVED TO EXIT EXECUTIVE SESSION.** Seconded by Councilor Harris. Roll call vote. Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE. **6-AYES, 0-NOES. Motion Carried.** Executive Session exited at 8:12 p.m.

Decision of Executive Session: Councilor Resinkin **MOVED TO APPROVE THE HIRING OF ERIK CHRISTENSEN TO THE POSITION OF VOLUNTEER FIREMAN FOR THE EMMETT CITY FIRE DEPARTMENT.** Seconded by Councilor Butler. Motion carried by voice vote.

City of Emmett Council Meeting

August 22, 2023

Regular Meeting

Councilor Henderson **MOVED TO ADJOURN**. Seconded by Councilor Harris. Motion carried by voice vote.

Meeting adjourned at 8:14 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



What is CDBG?

Established as part of the Housing and Community Development Act in 1974, the Community Development Block Grant (CDBG) program allocates funding directly to the State of Idaho and is administered by the Idaho Department of Commerce.

CDBG can assist cities and counties with the development and construction of public infrastructure and facilities projects. Cities and counties can sub-grant CDBG funds to special districts or non-profit agencies such as a water district or a non-profit senior association.

Funds are awarded based on several factors including percentage of local match, overall need, impact of the project, and readiness to proceed.

Photo above:
City of Moscow Fire Truck

Front cover:
American Falls Park Project

NOTES




700 West State Street
PO Box 83720
Boise, Idaho 83702

208.334.2470

commerce.idaho.gov/
communities/community-grants





IDAHO
Community Development
Block Grant (CDBG)

National Objectives

Project construction or improvement of public infrastructure or facilities must meet at least one of the national objectives to qualify for CDBG funding:

- Benefit at least 51% low-and moderate-income (LMI) persons.
- Help prevent or eliminate slum and blight conditions (for downtown projects only).
- Assist with resolving post-disaster infrastructure damage.

Note: Entitlement cities and government administrative offices do not qualify.



Left: Gooding County EMS Station

Right: Athol Water Tank Project

Funding Categories

JOB CREATION

Eligible projects include construction and improvements to public infrastructure or publicly regulated utilities that serve companies that will allow for new job creation.

Applications are due the third Monday in March, June, September and December.

Grant size is limited to \$30,000 per job with a maximum grant of \$500,000.

SENIOR & COMMUNITY CENTERS

Eligible projects include rehabilitation of existing or construction of new senior centers and community centers.

Applications are due the first Friday in March. Grant size is limited to \$245,000.

PUBLIC FACILITIES & INFRASTRUCTURE

Eligible projects include the construction or improvement to sewer and water systems, fire stations, medical facilities, domestic violence shelters, public infrastructure to support affordable housing and other public facilities.

Applications are due the Friday before Thanksgiving. Grant size is limited to \$500,000.

Examples: Construction of the Kids Klub youth facility in Grangeville, public infrastructure for affordable housing in Driggs and the acquisition of a fire truck for the city of Moscow.

PUBLIC PARKS

Eligible projects include the construction and improvements to public parks. Funding priority given to existing parks and focusing on improvements for ADA accessibility, playgrounds, splash pads, pools and courts.

Applications are due the third Monday in September. Grant size is limited to \$245,000.

DOWNTOWN REVITALIZATION

Eligible projects include the construction and improvement to a city's downtown to prevent slum and blight conditions and contribute to the revitalization of the downtown. Typical scope of work includes sidewalks, parking lots, lighting, ADA accessibility and surface water drainage.

Applications are due the Friday before Thanksgiving. Grant size is limited to \$500,000.

Examples of downtown revitalizations include the city of Kuna and Montpelier.

POST-DISASTER

CDBG can be used for construction or repair of damaged public infrastructure caused by a natural event creating a serious threat to the health and safety of a community.

Applications are due on an as-needed basis. Grant size is limited to \$150,000.

Example: Reinforcement of the city of Kooskia's sewer lagoon cell walls after it was damaged by an earthquake.

Project Summary

The City of Emmett E Locust St project includes critical improvements to the drinking water distribution system, wastewater collection system, pedestrian facility, and roadway that have been identified in several previously prepared planning documents.

The Water Master Plan prepared by Keller Associates and approved by DEQ in January 2016, recommends replacing the existing 6" water main along E Locust St from Park St to Riggs Avenue with a 12" main. This will prevent a distribution main failure by replacing aging pipes, allow the system to distribute adequate fire flows, and increase system efficiency by reducing pressure loss.

The Sanitary Sewer System Master Plan prepared by Keller Associates and approved by DEQ in January 2016, recommends replacing aging concrete collection lines and making improvements to the Locust Lift Station. These improvements will increase the treatment plants capacity by decreasing infiltration and inflow, decrease Locust Lift Station maintenance costs and efforts, and increase the Locust Lift Station capacity to accommodate peak flows.

The Transportation Plan prepared by Keller Associates in February 2018, identifies the lack of any ADA compliant pedestrian ramps and continuous ADA compliant sidewalks. This project brings 17 pedestrian ramps into ADA compliance and provides more than 3,000 feet of interconnected sidewalks that meet ADA compliance.

The estimated cost of all improvements for E Locust St is \$2.4 million. The City will use \$1.5 million of ARPA funds to make the water and sewer improvements within the project limits. City forces will make the water and sewer improvements. \$500,000 of CDBG funds and \$400,000 of City funds will be used to make the roadway and pedestrian facility improvements. Roadway, curb & gutter, sidewalk and pedestrian ramp improvements will be completed by a contractor. The Public Works department has \$XXX available to fund this project.

Upon completion of the E Locust St project, the City of Emmett will be able to provide better fire flows and decrease operational costs of the drinking water distribution system, decrease operational costs of the sewer collection and treatment system, a better roadway, and ADA compliant facilities to the Citizens of Emmett.

E LOCUST ST EMMETT, IDAHO



Legend

- Capital Mobile & RV Park
- E Locust St
- Feature 1
- Valley Family Health Care Emmett Dental

Valley Family Health Care Emmett Dental

River's Edge Rehabilitation &

Requirements for a Complete CDBG Application

1. Submit Application **NLT November 17, 2023** to include
 - a. Cover letter
 - b. CDBG Certification
2. Comply with Chapter IX Fair Housing NLT October 24, 2023
 - a. Designate Fair Housing Resource Person
 - b. Adopt Fair Housing Resolution Complete Fair Housing Assessment
 - c. Proclaim April as Fair Housing Month
 - d. Display Fair Housing Information at City Hall
3. Public Participation
 - a. Adopt Public Participation Plan NLT November 7, 2023
 - b. Hold 1 Public Hearing NLT October 24, 2023
 - i. Advertise NLT 7 days prior to hearing NLT October 17, 2023
4. Complete Grant Administrator Selection Process
 - a. Issue Request for Proposals (RFP) NLT October 3, 2023
 - b. Receive Proposals NLT October 24, 2023
 - c. Rate Proposals and select Administrator NLT November 7, 2023
5. Complete Engineering Selection Process
 - a. Issue Request for Proposals (RFP) NLT October 3, 2023
 - b. Receive Proposals NLT October 24, 2023
 - c. Rate Proposals and select Administrator NLT November 7, 2023

12. CERTIFICATIONS

I certify the data in this application is true and correct, that this document has been duly authorized by the governing body of **City of Emmett, Idaho** and we will comply with the following laws and regulations if this application is approved and selected for funding.

Specific CDBG Provisions:

Section 110 of the Housing and Community Development Act of 1974, as amended, by the Housing and Urban-Rural Recovery Act of 1983 and the Housing and Community Development Act of 1987, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;

It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws;

Conduct and administer its program in conformance with Title VI and Title VIII, and affirmatively further fair housing;

Provide opportunities for citizen participation comparable to the state's requirements (those described in Section 104(a) of the Act, as amended);

Not use assessments or fees to recover the capital costs of CDBG funded public improvements from low and moderate income owner occupants;

Minimize displacement as a result of activities assisted with CDBG funds by following the Idaho Department of Commerce's anti-displacement and relocation assistance plan and the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (49 CFR Part 24);

Policy on the Prohibition of the Use of Excessive Force:

It hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, it hereby agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration.

It further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that it has not complied with this policy to file a complaint.

Civil Rights and Equal Opportunity Provisions:

Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

The Fair Housing Act (previously known as Title VIII of the Civil Rights Act of 1968) (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.

Section 109 of Title I of the Housing and Community Development Act of 1987, as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity;

Executive Order 11063, as amended by Executive Order 12259 on equal opportunity in housing and non-discrimination in the sale or rental of housing built with Federal assistance, and requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

Executive Order 11246 as amended by Executive Order 11375 and 12086, and the regulations issued pursuant thereto (24 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship;

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government;

Property Acquisition Provision:

It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal implementing regulation at 49 CFR Part 24, and the requirements of section 570.496a and it is following a residential anti-displacement and relocation assistance plan under section 104(d) of Title I of the Housing & Community Development Act of 1974, as amended;

Environmental Standards and Provisions:

Its chief executive official:

- 1) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. S 4321 et seq.) and other provisions of Federal law, as specified at 24 CFR 58.1 (a) (3) and (a) (4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Idaho Community Development Block Grant Program; and
- 2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will comply with:

- 1) The National Environmental Policy Act of 1969 (42 U.S.C. S 4321 et seq.) and 24 CFR Part 58, and in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (U.S.C. 469a-1, et seq.) by:
 - a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and

b) Complying with all requirements established by the State and to avoid or mitigate adverse effects upon such properties.

- 2) Executive Order 11988, Floodplain Management;
- 3) Executive Order 11990, Protection of Wetlands;
- 4) Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
- 5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
- 6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
- 7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300f et seq.);
- 8) Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended, (42 U.S.C. Section 4831 (b));
- 9) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
- 10) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);
- 11) The Clean Water Act of 1977 (Public Law 95-217); and
- 12) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.);
- 13) Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) as it relates to the mandatory purchase of flood insurance for special flood hazard areas.

Labor Standards and Provisions:

The provisions of the Davis-Bacon Act (46 U.S.C. S 276a-5) with respect to prevailing wage rates (except for projects for rehabilitation of residential properties of fewer than eight units);

Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;

Federal Fair Labor Standards Act, 29 U.S.C. S 102 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;

Anti-kickback (Copeland) Act of 1934, 18 U.S.C. S 874 and 40 U.S.C. S 276c, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

Anti-Lobbying Certification:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of, employee of a member of, officer of or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into any cooperative agreement and the extension, renewal, modification or amendment of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of, employee of a member of, officer of or employee of Congress in connection with this federal grant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Administrative and Financial Provisions:

2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Miscellaneous:

It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;

It will comply with the provisions of the Hatch Act, which limits the political activity of employees;

It will give State, HUD and the Comptroller General through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant; and

The local government hereby certifies that it will comply with the above stated assurances.

Signed by Chief Elected Official _____

Date _____

Printed Name _____

Fair Housing Resolution

LET IT BE KNOWN TO ALL PERSONS OF the City of Emmett, Idaho that discrimination on the basis of race, color, religion, sex, national origin, handicap, or familial status in the sale, rental, advertising, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law) and the Fair Housing Amendments Act of 1988.

It is the policy of the City of Emmett, Idaho, to encourage equal opportunity in housing for all persons regardless of race, color, religion, sex, national origin, handicap, or familial status. Therefore, the City does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the City will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, handicap, or familial status to seek equity under federal and state laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City shall publicize this Resolution and through this publicity shall encourage owners of real estate, real estate brokers and sellers, rental owners, rental property manager, lenders, developers, builders, home buyers, and renters to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID FAIR HOUSING PROGRAM will at a minimum include: 1) publicizing this resolution; 2) posting applicable fair housing information in prominent public areas; 3) providing fair housing information to the public; 4) preparing a fair housing assessment; and 5) declaring April as Fair Housing Month.

EFFECTIVE DATE

This Resolution shall take effect _____

Attest _____

Chief Elected Official

Fair Housing Assessment for the City / County of _____

Typical impediments to fair housing that Cities / Counties directly confront include local zoning restrictions, inadequate transportation, and employment centralization. In your communities' efforts to Affirmatively Further Fair Housing, you will need to review the communities' land use tools, tax policies, and educational efforts to identify if there is an impediment. If any impediments are identified, it is the expectation that the City / County will address this issue in an effective and timely manner.

Review the following background information and then respond to the following questions regarding your City / County.

Fair housing issues are not just between a landlord and tenant read the following two examples where Idaho local governments violated the Fair Housing Act.

United States v. City of Payette, Idaho (Disability). In the summer and fall of 2001, Ms. Smith sought to open and operate a group residence called Harbor House in Payette, Idaho. The purpose of Harbor House was to house and counsel persons recovering from alcohol and drug dependency. Harbor House was to be operated from a single-family residence owned by Ms. Smith and her husband Mr. Smith. City officials told Ms. Smith that she would need a conditional use permit (CUP) before she could open Harbor House, so she applied for one. The Payette Planning and Zoning Commission denied Ms. Smith's application for a CUP.

In August 2001, the Payette City Council held a public hearing on Ms. Smith's application to operate Harbor House. At the hearing, Ms. Smith explained that Harbor House would forbid drug or alcohol use, and its residents would be former alcoholics or drug addicts who were recovering from their addiction. Area residents who attended the hearing, as well as the earlier Planning and Zoning Commission meeting, made numerous comments indicating opposition to the proposed group home based on the fact that the prospective residents of the home would be persons with disabilities. The city claimed that the group home was a "commercial" entity that didn't belong in a residential neighborhood, although the city had previously allowed other commercial businesses to open in residential neighborhoods. In August 2001, Ms. Smith filed a timely complaint with HUD. Upon finding reasonable cause for discrimination based on disability, the case was referred to the DOJ.

In September 2003, the court entered a consent decree requiring the city to: allow the group home to open at its originally requested location; comply with the provisions of the FHA; notify the United States of any applications for permits and zoning requests relating to group homes; and train city employees and officials on the requirements of the FHA. The defendant also paid \$15,000 to the owner/operators of the facility, and a civil penalty of \$5,000 to the United States. The consent decree remained in effect for three years. *(name was changed)

Alamar Ranch LLC v. Boise County (Disability). In November 2009 plaintiffs, Alamar Ranch, LLC (Alamar Ranch) filed a lawsuit alleging that Boise County (defendant) violated the FHA by changing a conditional use permit (CUP) to mandate unfeasible design elements in order to construct a residential treatment center for troubled youth and youth with substance abuse problems. The CUP approved by the defendants stated that Alamar Ranch could have no more than 24 beds (the original permit was for 72 beds), must keep a fire truck on site and build a helicopter landing pad. Based on these elements, which made the development prohibitively expensive, Alamar Ranch alleged that the defendant denied reasonable accommodation to handicapped persons.

In April 2010, the court ruled on motions calling for summary judgment on whether the plaintiffs were aggrieved persons, whether the future residents of Alamar Ranch were actually handicapped and therefore denied reasonable accommodation, whether disparate impacts and treatment exist, and whether punitive damages may be assessed. The court found that Alamar Ranch is an aggrieved person; there was sufficient material evidence to prove future residents would classify as handicapped and therefore may have been denied reasonable accommodation as well as sufficient

evidence to prove disparate impacts and treatment. The court ruled that the taxpayers did not share in the responsibility for the augmented CUP and there was no basis to find an exception to the public policy against punitive damages awards against municipalities. In other words, no punitive damages could be awarded in this case, however compensatory damages could result. Although the court identified that sufficient evidence existed to argue the claims of the plaintiff (except for the issue of punitive damages), the court deferred the final ruling to a jury trial.

Throughout 2010, the plaintiffs and defendants filed numerous pretrial motions establishing what evidence and testimony would be allowed in the upcoming trial. In late December 2010 a trial was held to resolve the FHA issues. The jury trial commenced, alleging three separate violations of the FHA: (1) failure to make reasonable accommodations, (2) disparate treatment of the handicapped (3) and intentional interference with the construction of handicapped housing. The jury ruled in favor of Alamar Ranch on all counts and returned a verdict awarding \$4 million in damages. Many feel the outcome might have been different with a more complete understanding of fair housing law at the outset. In November, 2011, Judge Lynn Winnill ordered Boise County to levy a tax on its property owners to repay the estimated \$5.4M resulting from the court case.

Below is a case where the Developer failed to meet accessibility standards.

National Fair Housing Alliance, Intermountain Fair Housing Council (IFHC) v. Rudeen Development (Disability) This 2015 case involved alleged violations of accessibility requirements at several apartment developments in Idaho (Coeur d'Alene, Ponderay) and Washington (Spokane, Spokane Valley). The plaintiffs claim that the apartments, common- and public-use areas of the multifamily dwellings owned by Rudeen Development and other defendants were not designed or constructed with accessibility features. The case was settled in November 2015 and the Defendants agreed "to make improvements and modifications at the five apartment complexes identified above which will enhance the accessibility of apartments and common areas for persons with disabilities." The Defendants also paid \$225,000 to the fair housing center for damages, costs, and attorneys' fees.

State of Idaho's 2022 Analysis of Impediments to Fair Housing Choice

The 2022 Analysis of Impediments to Fair Housing Choice focused on developing a plan for responding to barriers in housing choice and economic opportunity. The assessment was coordinated by the Idaho Housing and Finance Association (IHFA) and the Department of Commerce (Commerce). The goals of the assessment were to:

- identify the state's greatest housing needs and how these have changed during the past five years;
- examine how the economy has changed and what those changes mean for Idahoans' economic stability;
- pinpoint the resident groups with the greatest housing needs;
- identify private sector actions and public sector regulations that interfere with housing choice; and
- develop a plan for responding to barriers in housing choice and economic opportunity.

The full document is available for your review at [www.https://commerce.idaho.gov/content/uploads/2022/03/2022-Idaho-Analysis-of-Impediments-to-Fair-Housing-choice.pdf](https://commerce.idaho.gov/content/uploads/2022/03/2022-Idaho-Analysis-of-Impediments-to-Fair-Housing-choice.pdf)

Respond to the following assessment questions:

Fair Housing Resource Person			
Has the City / County appointed their Fair Housing Resource Person?	Yes	___	No
Who is the person? _____			
What is the person's job title? _____			
Has the fair housing resource person toured the Idaho Fair Housing Forum website? The website is located at www.fairhousingforum.org .	Yes	___	No
Has the fair housing resources person toured the HUD fair housing website at https://www.hud.gov/program_offices/fair_housing_equal_opo	Yes	___	No
Does the City / County provide for fair housing training to this individual?	Yes	___	No
Comprehensive Plan			
In accordance with Idaho's Local Land Use Planning Act, has the City / County completed a comprehensive plan?	Yes	___	No
When was the plan last updated? _____			
Has the comprehensive plan been updated in the last ten (10) years?	Yes	___	No
Does the housing component of the plan cover the following?			
An analysis of housing conditions and needs.	Yes	___	No
Plans for the provision of safe, sanitary, and adequate housing, including provision for low-cost conventional housing.	Yes	___	No
Siting of manufactured housing in subdivisions, parks, and individual lots.	Yes	___	No
Does the transportation component of the plan cover existing or a proposed system of public transportation or other transit lines?	Yes	___	No
Does the City/County have a land-use planner?	Yes	___	No
Is the land use planner AICP certified	Yes	___	No
Zoning			
Does the City / County zoning allow for the development of row houses and / or attached townhouses in single family zones, as a means to encourage the development of affordable housing?	Yes	___	No
Does the City / County zoning allow for single room occupancy units (SROs), residential motels, or rooming houses?	Yes	___	No
Does the City / County ordinance identify zoning for mobile homes?	Yes	___	No

Is the ordinance in compliance with the Idaho's Local Land Use Planning Act (1995), thereby, treating manufactured homes the same as stick-built homes for the purposes of land use regulations?	Yes	No	
Does the zoning allow for group homes in a residential district or district(s) as per Idaho Statute Title 67 Chapter 65?	Yes	No	
Group housing. The zoning code should clarify that housing for groups protected by the Fair Housing Act Amendments of 1988 are treated as residential uses, and should generally allow those group housing uses in at least one residential district. While some communities require a special permit for these uses, others find that they can be allowed by right provided that they comply with standards limiting scale, character, and parking. Failure to provide for these uses in the code could subject the city and county to a developer's request for "reasonable accommodation" under the Act, and failure to provide "reasonable accommodation" could be a violation of federal law. In light of the aging of the American population, the code should also provide areas where congregate care, nursing home, and assisted living facilities may be constructed.			
Does the City/ County zoning allow for Accessory Dwelling Units (ADUs)?			
Are ADUs allowed in all residential and commercial districts. While some communities require a special permit for these uses, others find that they can be allowed by right provided that they comply with standards limiting scale, character, and parking.	Yes	No	
Does the City / County have a single-family home provision that encourages that newly construction homes meet what is defined as "Visitability". The three basic requirements are:	Yes	No	
<ul style="list-style-type: none"> • One zero-step entrance • Doors with 32 inches of clear passage space • One bathroom on the main floor you can get into in a wheelchair 			
If no provision, is it a standard the City / County would consider in the future?	Yes	No	
Has the City / County considered creating a gentle density bonus for housing within single-family residential zones to encourage diversity of housing stock? (Such as allowing duplexes, triplexes, and fourplexes in single family zones)	Yes	No	
Has the City / County considered creating a density bonus for affordable housing in single-family zones as a means to encourage the development of affordable housing? (Such provisions could address the number of allowed units, additional floor area ratio, site arrangement / set back standards and / or height increase).	Yes	No	
Has the City/ County considered adding to your zoning, regulations that regulate short-term rentals to safeguard the health and welfare of the short-term occupants and that of neighboring residents?	Yes	No	
Does the City/ County zoning allow for Internal Accessory Dwelling Units (ADUs)?			
Are internal ADUs allowed in existing single-family homes? Such as repurposing a basement into its own living unit.	Yes	No	
If 5% of the City / County residents speak a given language other than English as their primary language, are public notices provided or translated in the applicable given language?	Yes	No	
If the City / County has a planning and zoning board, does the board make-up match the diversity of the community?	Yes	No	

Does the City / County provide fair housing training to the planning and zoning board and city council or county commissioners?	Yes	No	
Development of Diverse and Affordable Housing Ideas			
Has the City / County looked at providing a financial incentive to sellers who sell housing to a permanent resident and not a 2 nd homeowner or investment group?			
Has the City / County considered implementing an "empty-house tax" on second homes to raise money for affordable housing?			
Has the City / County considered providing property that it currently owns for a developer to construct designated affordable housing?			
Has the City / County thought about / or implemented a property tax waiver for developers who build multi-family housing (1-5 year waiver) and/or build designated affordable housing (1-10 year waiver)?			
Public Transportation			
Are there public transportation options available for individuals within the community?	Yes	No	
If not, are there any future plans to add public transportation? (Such as on-demand public transit vans)	Yes	No	
Does the City / County have representation on public transportation association or public transportation advisory council?	Yes	No	
Does your community have a transportation plan?	Yes	No	
Property Tax Policies			
Does the County have in place procedures and personnel to advise the public of property tax reductions available to property owners and to assist the property owners in receiving the benefit of these programs?	Yes	No	
Residential Property Tax Exemption (Homeowner's Exemption) – this program allows a percentage or amount reduction off a property owner's assessed value, thereby reducing the amount of tax paid?	Yes	No	
Circuit Breaker Exemption – property tax reduction for individuals who meet certain income and other qualifications?	Yes	No	
Fair Housing Education and Outreach			
Has the City / County adopted and published a Fair Housing Resolution?	Yes	No	
Has the City / County accomplished (or will accomplish) the activities identified in the resolution?	Yes	No	
Has the City / County adopted the Fair Housing Proclamation proclaiming April as Fair Housing Month?	Yes	No	
Has the City / County certified that they will follow the requirements of Idaho Department of Commerce's Anti-Displacement and Relocation Plan?	Yes	No	

Does the City / County have available for public view the English and Spanish version of the Equal Housing Opportunity poster? See Exhibit D and E, or go to website https://www.hud.gov/FHEOoutreachtools Click on Fair Housing Poster.	Yes	___	No	___
Does the City / County have the Idaho Fair Housing Z-cards available for public view and for handout as requested?	Yes	___	No	___
Has the City/County thought about providing Fair Housing information with utility billings at least annually.	Yes	___	No	___
Economic Development				
Does the City / County belong to an economic development organization whose objective is to advance job growth and/or training opportunities in the area?	Yes	___	No	___
Has the City / County been an active participant in the development of your economic development district's Comprehensive Economic Development Strategy (CEDS) plan?	Yes	___	No	___
More importantly does the City / County implement elements of the CEDS?	Yes	___	No	___
Does the City/County provide information regarding area daycares? https://healthandwelfare.idaho.gov/providers/child-care-providers/child-care-resources	Yes	___	No	___
Broadband				
Does the broadband that serves your residential neighborhoods have speeds that are above 25/3 Mbps? Test your speed here: https://www.speedtest.net/	Yes	___	No	___
Are there public spaces within your community available for people to access broadband? (parks, outside of libraries, downtown)	Yes	___	No	___
Real Estate Brokerage				
Is there a Board or Association of Realtors who represent the City / County area? Check www.idahorealtors.com . Note: This website may not list all boards or associations.	Yes	___	No	___
If yes, who is it? _____				
Do they offer or market fair housing training opportunities to its members?	Yes	___	No	___
Does the board or associate monitor and review real estate publications to ensure nondiscriminatory advertising practices?	Yes	___	No	___
Does it educate and encourage its members to follow the National Association of Realtor Code of Ethics?				

If you've answered "No" on any of these questions, your community may have an impediment factor that is not allowing it to affirmatively further fair housing. Determine if the "No" response is an actual contributing factor in the community. If you have determined the "No" response to be an impediment, identify how the City / County will overcome or mitigate the impediment.

Action Items

Impediment #1: _____

Planned action to overcome or mitigate: _____

Estimated Timeline to complete: _____

Impediment #2: _____

Planned action to overcome or mitigate: _____

Estimated Timeline to complete: _____

Impediment #3: _____

Planned action to overcome or mitigate: _____

Estimated Timeline to complete: _____

Impediment #4: _____

Planned action to overcome or mitigate: _____

Estimated Timeline to complete: _____

Previous Actions or Mitigation Measures: Identify previous actions or mitigation measures the City / County has implemented to further fair housing. Examples: Completed fair housing outreach plan in 2021 and the Planning and Zoning commissioners attended fair housing training in 2022.

Other than the Fair Housing Resource Person and grant administrator, identify individuals or agencies that provided information or assisted in completing this fair housing assessment.

This Fair Housing Assessment has been developed and completed by:

Signatures:

Fair Housing Resource Person _____

Grant Administrator _____

Date _____

Date _____

Fair Housing Proclamation

WHEREAS, April 20 marks the anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act; and

WHEREAS, the Idaho Human Rights Commission Act has prohibited discrimination in housing since 1969; and

WHEREAS, equal opportunity for all – regardless of race, color, religion, sex, disability, familial status or national origin – is a fundamental goal of our nation, state and (city/county); and

WHEREAS, equal access to housing is an important component of this goal – as fundamental as the right to equal education and employment; and

WHEREAS, housing is a critical component of family and community health and stability; and

WHEREAS, housing choice impacts our children's access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and

WHEREAS, the laws of this nation and our state seek to ensure such equality of choice for all transactions involving housing; and

WHEREAS, ongoing education, outreach and monitoring are key to raising awareness of fair housing principals, practices, rights and responsibilities; and

WHEREAS, only through continued cooperation, commitment and support of all Idahoans can barriers to fair housing be removed;

NOW, THEREFORE, I, (name of chief elected official), (mayor/county commissioner) of the (city/county), do hereby proclaim April 20, to be

FAIR HOUSING MONTH

in the (city/county), State of Idaho.

(Name of Chief Elected Official)
(Mayor/County Commissioner)

(Date)

**Idaho Community Development Block Grant
(CDBG) Citizen Participation Plan**

City of Emmett, Idaho

Pursuant to citizen participation requirements for Idaho Community Block Grant participants, the City of Emmett hereby certifies the following activities will be completed:

Provide for and encourage citizen participation, particularly for low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used. Provide technical assistance to group's representative of low and moderate income persons that request assistance in developing proposals in accordance with procedures developed by the department. Such assistance need not include providing funds to such groups.

Hold a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views. The first public hearing shall include a description of the proposed project, scope of work, budget, schedule, location, and beneficiaries. Any earned program income must also be noted. The application, related documents, and the Application Handbook shall be available for citizens to review.

The second public hearing on the status of funded activities and accomplishments to date: a general description of remaining work and a general description of changes made to the CDBG project scope of work, budget, schedule, location or beneficiaries.

A public hearing shall also be held in the event CDBG project activities are added, deleted or substantially changed from the application. Substantially changed means changes made in terms or purpose, scope, location or beneficiaries as defined by the CDBG program.

Provide reasonable and timely access to local meetings, information and records pertaining to the local government's proposed and actual use of CDBG funds. Public hearings shall be conducted at times and locations convenient to local citizens.

Public hearings shall be advertised in a local newspaper no less than seven (7) twenty-four (24) hour days prior to the hearing date. If there is no local newspaper, public notification will occur through some other method where there is wide distribution to citizens within the project area. The Community Development staff must approve this method.

A copy of the publication and/or affidavit of publication shall be submitted to the department. The notice should identify all of the topics to be addressed in the public hearing including the assurances that hearings shall be held in facilities that are accessible to persons with disabilities and that alternative formats shall be available to persons with disabilities where practicable, and with advance notice to the unit of local government.

Citizens shall also be notified they will be given the opportunity to comment orally or in writing at a minimum of (timeframe) prior to and at the hearing. Special accommodations shall be available for persons with disabilities who may wish to comment within this period.

Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can be expected to participate.

Local citizen participation records which shall be made available to the state and local citizens shall include: A copy of the public notice and/or affidavit of publication which describes proposed or actual project activities, scope of work, location, budget, schedule, objectives, and beneficiaries. Notices shall also contain the accessibility clause for persons with disabilities.

Grantees must provide the address, telephone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances within fifteen (15) working days where practicable.

Local staff shall be familiar with citizen's complaint procedures. These procedures shall provide local citizens with the opportunity to protest project activities or related issues. A written complaint or grievance is formal notification of a concern, allegation or protest to a proper authority. A formal complaint will be considered filed at the time it is delivered to the appropriate authority's office. To file a complaint, citizens must provide enough information to allow an investigation. The complaint should be clear and concise and include the following information:

- A. Identification of the project, project location, and program activities.
- B. Reason for the complaint (hearsay and innuendo will not be considered valid).
- C. Sufficient data to substantiate any claims or charges. If possible, supporting documentation should be included.
- D. If desired, citizens may propose a solution to the problem.

If the complaint is concerning local activities or project implementation, complaints and grievances shall first be filed with the appropriate elected official. If this is the case, grantees shall be required to notify the department of the complaint. A copy of the response shall also be submitted to the department. Every attempt must be made to respond to citizens within fifteen (15) days where practicable.

If a citizen feels the response from the local jurisdiction is unsatisfactory, he or she may appeal to the department for resolution. The department at that time may request additional information. Every effort will be made by the department to provide a full response within thirty (30) days.

If valid and sufficient data has been provided to substantiate the complaint, an investigation will be conducted. The extent of an investigation depends on the scope and depth of the issues involved.

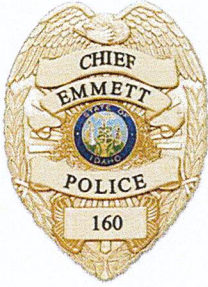
If the complaint is more appropriately directed toward the CDBG program activities, the same procedure will be followed except all communications are between the state and the complainant.

This plan shall become effective _____.
(Date)

Chief Elected Official

City of Emmet
E Locust St

TOTAL				CDBG		ARPA		City		
ITEM	UNIT PRICE	Total QTY	TOTAL PRICE	Quantity	TOTAL PRICE	Quantity	TOTAL PRICE	Quantity	TOTAL PRICE	
201.4.1.E.3	REMOVAL OF STORM DRAIN PIPE	6.00 /LF	965 LF	5,790.00	0	-	965	5,790.00	0	-
201.4.1.E.3	REMOVAL OF Concrete Sidewalk	12.00 /SY	1,240 SY	14,880.00	1240	14,880.00	0	-	0	-
201.4.1.F.1	REMOVAL OF SIGN	500.00 /EA	EA	-	0	-	0	-	0	-
601.4.1.A.5	12" STORM DRAIN, ADS	80.00 /LF	45 LF	3,600.00	0	-	45	3,600.00	0	-
706.4.1.A.1	CURB AND GUTTER	6.00 /LF	700 LF	4,200.00	700	4,200.00	0	-	0	-
706.4.1.B.1	CONCRETE VALLEY GUTTER	75.00 /LF	350 LF	26,250.00	350	26,250.00	0	-	0	-
706.4.1.H.1	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES, TYPE C3	3,000.00 /EA	17 EA	51,000.00	17	51,000.00	0	-	0	-
706.4.1.F.1	CONCRETE DRIVEWAY APPROACH	100.00 /SY	297 SY	29,700.00	297	29,700.00	0	-	0	-
801.4.1.F.1	CONCRETE SIDEWALK - 4 in	100.00 /SY	1,860 SY	186,000.00	1860	186,000.00	0	-	0	-
801.4.1.B.1	3" Minus Uncrushed Base	50.00 /TON	- TON	-	0	-	0	-	0	-
802.4.1.B.1	Crushed Aggregate for Base Type 1	70.00 /TON	2,775 TON	194,250.00	2775	194,250.00	0	-	0	-
810.4.1.A.3	ACP WEARING COURSE NOM. THKN. - 3 in	120.00 /TON	1,500 TON	180,000.00	1500	180,000.00	0	-	0	-
401.4.1.A.1	WATER MAIN PIPE - SIZE 12 in	75.00 /LF	3,810 LF	285,750.00	0	-	3810	285,750.00	0	-
401.4.1.A.1	WATER MAIN PIPE - SIZE 6 in	75.00 /LF	45 LF	3,375.00	0	-	45	3,375.00	0	-
401.4.1.B.1	WATER MAIN FITTING - SIZE 12 in	3,000.00 /EA	10 EA	30,000.00	0	-	10	30,000.00	0	-
401.4.1.B.1	WATER MAIN FITTING - SIZE 6 in	2,500.00 /EA	1 EA	2,500.00	0	-	1	2,500.00	0	-
402.4.1.A.1	VALVE - SIZE 12 in	5,000.00 /EA	18 EA	90,000.00	0	-	18	90,000.00	0	-
402.4.1.A.1	VALVE - SIZE 6 in	4,000.00 /EA	1 EA	4,000.00	0	-	1	4,000.00	0	-
404.4.1.A.1	WATER SERVICE CONNECTION	2,000.00 /EA	31 EA	62,000.00	0	-	31	62,000.00	0	-
403.4.1.A.1	HYDRANT	2,000.00 /EA	3 EA	6,000.00	0	-	3	6,000.00	0	-
SP-500	LIFT STATION	500,000.00 /EA	1 EA	500,000.00	0	-	1	500,000.00	0	-
502.4.1.A.1	SANITARY SEWER MANHOLE - TYPE A	5,000.00 /EA	8 EA	40,000.00	0	-	8	40,000.00	0	-
501.4.1.A.1	GAVITY SEWER PIPE - 10 in	125.00 /LF	300 LF	37,500.00	0	-	300	37,500.00	0	-
501.4.1.A.1	GAVITY SEWER PIPE - 8 in	100.00 /LF	1,005 LF	100,500.00	0	-	1005	100,500.00	0	-
501.4.1.A.1	GAVITY SEWER PIPE - 12 in	100.00 /LF	10 LF	1,000.00	0	-	10	1,000.00	0	-
601.4.1.A.5	18" STORM DRAIN, ADS	80.00 /LF	1,570 LF	125,600.00	0	-	1570	125,600.00	0	-
602.4.1.A.1	SORM DRAIN MANHOLE TYPE A	2,500.00 /EA	5 EA	12,500.00	0	-	5	12,500.00	0	-
602.4.1.F.1	CATCH BASIN TYPE 1	2,500.00 /EA	10 EA	25,000.00	0	-	10	25,000.00	0	-
SP 1100-01	MAILBOX	500.00 /EA	17 EA	8,500.00	17	8,500.00	0	-	0	-
1103.4.1.A.1	CONSTRUCTION TRAFFIC CONTROL	/LS	2 LS	-	1	-	1	-	0	-
1103.4.1.B.1	TRAFFIC CONTROL SIGNS	7.00 /SF	- SF	-	0	-	0	-	0	-
1103.4.1.C.1	III	250.00 /EA	6 EA	1,500.00	3	750.00	3	750.00	0	-
1103.4.1.D.1	TUBULAR MARKERS OR DRUMS	13.00 /EA	250 EA	3,250.00	125	1,625.00	125	1,625.00	0	-
1103.4.1.I.1	TRAFFIC CONTROL FLAGGERS	60.00 /MH	4,500 MH	270,000.00	1500	90,000.00	3000	180,000.00	0	-
1103.4.1.J.1	TRAFFIC CONTROL MAINTENANCE	400.00 /Day	80 Day	32,000.00	40	16,000.00	40	16,000.00	0	-
1105.4.1.A.1	PERMANENT SIGNING - MUTCD R1-1, 30"x30"	60.00 /SF	SF	-	0	-	0	-	0	-
2010.4.1.A.1	MOBILIZATION	1.00 /LS	80,000 LS	80,000.00	80000	80,000.00	0	-	0	-
	CONTINGENCY	1.00 /CA	450,000 CA	450,000.00	150000	150,000.00	300000	300,000.00	0	-
				2,416,645.00	883,155.00		1,533,490.00			



EMMETT POLICE DEPARTMENT

501 E. Main Street – Emmett, ID 83617

Fax 365-6062 Phone 365-6055

Steve Kunka, Chief of Police

September 6, 2023

Emmett City Mayor
Emmett City Council

This letter is written to show the Emmett Police Department's support of the attached road closure for the Black Canyon Brewing Alley Harvest Party on September 16, 2023. The road closure is of the alley between the 100 blk. Of E. Main Street and the 100 Blk. Of E. Park Street.

Amanda Dietz and I have already spoken about the traffic plan prepared by ITC that I have approved (see attached). Amanda has submitted a letter (see attached) that explains the event.

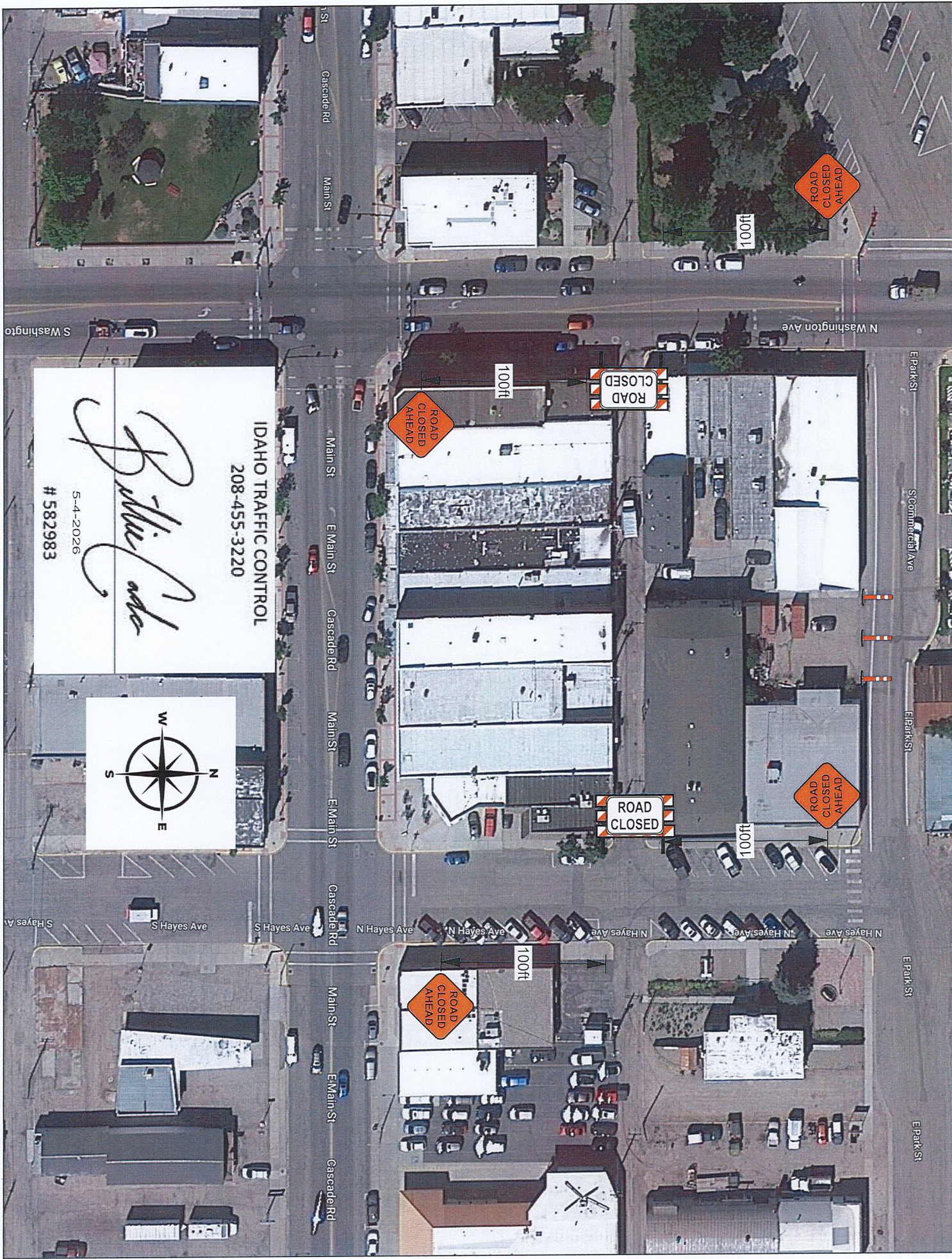
I believe that if any concerns or issues come up they will be resolved between Amanda Dietz myself or the other appropriate department head(s).

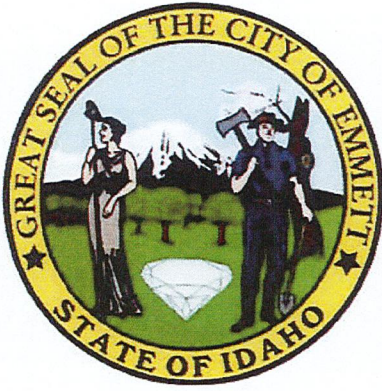
Steve Kunka,

Chief of Police

Black Canyon Brewing Proposal:
Alley Harvest Party Sept. 16, 2023

- Location: The alley way at Washington and Main Street, Emmett Idaho 83617
- Date: Saturday September 16th, 2023
- Time frame of event: 1600-2200
- Host/Purpose: Collaborative Alley Harvest Party Presented by Black Canyon Brewing for the purpose of a Harvest Celebration
- Potential list of Vendors:
 - Food & Beverage
 - Black Canyon Brewing
 - Huck N Finns
 - Pepe's
 - Newstead Farm and Market
 - Apple Cider (Williams Fruit Ranch)
 - Frozen Dog Fruit Stand/Waterwheel Gardens
 - Abbots BBQ
 - Product/Boutique Vendors
 - Turquoise N Tines
 - Activities
 - Bobbing for apples
 - Face painting
 - Pumpkin decorating
 - Beer tasting
 - Music
- Security/Traffic Plan
 - See traffic plan from Idaho Traffic Control
 - 6 security personnel supplied by Black Canyon Brewing
 - Entrance through other businesses other than Black Canyon Brewing that are backing up to the alley are not permitted
- Restroom Facilities:
 - 2 portable toilets from Goff's Plumbing located inside of the blocked off portion of the alley for visible and no hassle access
- Waste Management:
 - Brute commercial trash bins located sporadically throughout the alleyway and back business areas; commercial trash bins available for disposal
- Music and Sound:
 - Music to be turned off by 2200s
- Alcohol Consumption:
 - ID check for anyone entering the enclosed private area
 - Anyone 21 and over will be required to wear a wrist band
 - Alcohol served in clear cups for event 2200





INFORMATION TECHNOLOGY

CITY OF EMMETT

501 E. MAIN ST.— EMMETT, ID 83617

PHONE (208) 398-2100

WWW.CITYOFEMMETT.ORG

"Driven by innovation"

September 5, 2023

Council,

I was contacted by Chief Bertalotto with the Heyburn Police Department inquiring about laptops for police vehicles as their officers do not have any mobile computers in their vehicles.

We currently have several laptops that we received for free from another surplus source. I am requesting that 10 of these laptops be deemed surplus by the City of Emmett and transfer ownership of the laptops to the City of Heyburn Police Department. We currently have no use for the laptops and receive new surplus inventory of laptops on a yearly basis.

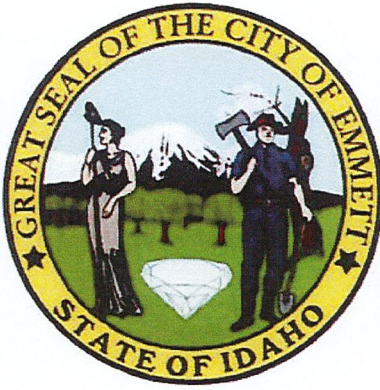
MOTION: Move to surplus ten Dell Latitude E7470 laptops and transfer ownership to the City of Heyburn Police Department.

Mike Knittel

Technology Director

City of Emmett

MISSION: Provide effective technology support, services, design, and implementation for the City of Emmett; while enhancing productivity, safeguarding information, and economically planning and preparing for the future.



INFORMATION TECHNOLOGY

CITY OF EMMETT

501 E. MAIN ST.— EMMETT, ID 83617

PHONE (208) 398-2100

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"Driven by innovation"

September 5, 2023

Council,

Last year we were made aware that our phone system would need to be upgraded within the next 4 years. The FCC deregulated POTS (Plain Old Telephone Service) copper lines. Simply put, these are the copper telephone lines that come into City Hall into the brains of our phone system. With this deregulation will soon follow an exponential price increase in month-to-month costs for these copper lines.

We planned on working this upgrade into one of the upcoming budget years, however, an emergent issue recently arose that is pushing that timeline up. Recently a 911 call was placed from our Library and the location and address information that is populated on the 911 dispatch side was that of City Hall. After a lot of research and conversations with Datatel and Lumen (Century Link), there is no way for Lumen to differentiate different physical locations on our phone system because all of the copper lines come into City Hall, and all outgoing calls run across our fiber optics and out those copper lines.

The upgrade transitions away from these copper lines and utilizes our internet connection(s) for inbound and outbound calls. This will ultimately lower our monthly recurring costs for the phone system, fixes the 911 locations issue, and is overall more resilient since we have multiple internet connections compared to a single copper line that could be cut.

The one-time cost of the project will be split:

- \$12,000 from IT Capital Projects
- \$4,339 from Sewer/Water Capital Projects

Councilor Sweeten has reviewed the attached documents from Datatel for the upgrade.

MOTION: Move to approve phone system upgrade with Datatel to include one-time cost quote #14511 in the amount of \$16,339 and monthly recurring cost proposal #38276 in the amount of \$523.65 with Mayor to sign.

MISSION: Provide effective technology support, services, design, and implementation for the City of Emmett; while enhancing productivity, safeguarding information, and economically planning and preparing for the future.



Service Activation Form

Proposal #: 38276

Date: 8/10/2023

Quote Valid Until: 11/8/2023

Order Type: New Proposal

Sales Representative: David Philbrook

Sales Rep Email: davidp@datatelco.com

Sales Rep Phone: (208) 401-2126

Contract Start:

Contract Terms: Month To Month

Customer Information

Company: City of Emmett
Main TN: (208) 365-6050

Billing Address

501 E. Main
Emmett, ID 83617

Shipping Address

501 E. Main
Emmett, ID 83617

Monthly Recurring Charges (MRC)

Qty	Item ID	Product	Unit Price	Extended Price
1	WCPBGA	CommPortal Administration SIP	\$15.95	\$15.95
15	WIPTL1	SIP Trunk (Unlimited US and Canada)	\$22.95	\$344.25
60	WDIDNN	DID Numbers - National	\$1.00	\$60.00
11	WFL	Directory Assistance / White Page Listing	\$3.95	\$43.45
60	E911	E911 Service (per Number)	\$1.00	\$60.00
			Total:	\$523.65



Service Activation Form

Proposal #: 38276

Date: 8/10/2023

Contract Start:

Quote Valid Until: 11/8/2023

Contract Terms: Month To Month

Order Type: New Proposal

Sales Representative: David Philbrook

Sales Rep Email: davidp@datatelco.com

Sales Rep Phone: (208) 401-2126

Company: City of Emmett

Main TN: (208) 365-6050

Summary	
Monthly Recurring Cost :	\$523.65
Non-Recurring Cost:	\$0.00
Total Due At Signing:	\$523.65

*With my signature below, I acknowledge that I have went to DataTel Cloud website and read the term and condition for Hosted or Internet depending on what services I have signed for. <https://cloud.datatelco.com/terms-and-conditions/#1582912040116-aea7904a-e93e>

*Important E911 Notice for VoIP Customers' I represent that I am authorized to make this acknowledgement on behalf of Customer and will inform those working for my company of this important information.

*Cancellation of Previous Services: Be sure to cancel services with your existing service provider after your new services have been installed to avoid being double billed. DataTel Cloud shall not be liable for any third party charges arising from or related to the termination of any previous agreement for telecommunications services or the failure of customer to terminate any previous agreement for telecommunications services. Please check with your carrier to see if they require advance notice of disconnect.

*The above price doesn't included taxes and fees.

Signature:

Title:

Print Name:

Date:

Datatel LLC

Phone: (208) 884-4000
 Fax: (208) 884-4077
 680 S. Progress Ave, Suite 1
 Meridian, ID 83642

**Quote**

No.: **14511**
 Date: **8/10/2023**

Prepared for:

CITY OF EMMETT

501 E. Main

Emmett, ID 83617 U.S.A.

Prepared by: Scott Langdon

Account No.: 11050

Phone: (208) 365-6050

Quantity	Part Number	Description	UOM	Discount	Sell	Total
1	20351208	System Module 2 DSPX MITEL SYS MODULE 2DSPX RESOURCES	EA	\$0.00	\$455.00	\$455.00
1	50008381	SMB Controller 8/38G MITEL SMB CONTROLLER 8/38G	EA	\$0.00	\$930.00	\$930.00
1	51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD MITEL POWER CORD NA	EA	\$0.00	\$14.00	\$14.00
40	54000297	MCD Mailbox license MITEL 3300 SINGLE MAILBOX LIC	EA	\$1,000.00	\$25.00	\$1,000.00
10	54005066	MiVoice Bus Enterprise Dynamic Extension MITEL MIVO BUSI ENTERPRISE DYNAMIC EXTENSION	EA	\$1,025.00	\$102.50	\$1,025.00
40	54007873	SWA Adv 3y MiVBus User MITEL SWA MIVBUSINESS USER 3 YEAR	EA	\$0.00	\$40.00	\$1,600.00
1	54011858	MiVB on SMB Controller MITEL MIVB SW ON SMB CONTROLLER	EA	\$0.00	\$1,955.00	\$1,955.00
1	54011869	SWA Adv 3y MiVBus on SMB Controller MITEL SWA MIVB ADV 3 YR ON SMB CONTROLLER	EA	\$0.00	\$450.00	\$450.00
1	54012135	Dynamic Extension 30-pack for MiVB SMB MITEL SMBC DYNAMIC EXT 30 PACK FOR MIVB	EA	\$0.00	\$550.00	\$550.00
1.00	1HEADEND	HEADEND LESS THAN 40 PHONES NEW INSTALL HEADEND LESS THAN 40 PHONES NEW INSTALL	EA	\$0.00	\$235.00	\$235.00
65.00	Labor - New Install	Labor - New Install	HR	\$0.00	\$125.00	\$8,125.00

Item Total: \$18,364.00

Your Price: \$16,339.00**Total: \$16,339.00****You saved: \$2,025.00****For a savings of 11.03%**

Prices are firm until 10/31/2023

Terms: Net 30

Prepared by: Scott Langdon, scottl@datatelco.com**Date:** 8/10/2023

Quote

No.: **14511**

Date: 8/10/2023

This Quote Feature the following promotional/migration discounts: 20 FREE Mail Box Licenses, 150 FREE teleworker licenses
+ MBG license, 30 FREE SIP licenses,
Price includes all labor and travel

The City will continue use of the 5300 series phones - no change management required for staff.

Accepted by: _____ **Date:** _____



EMMETT PUBLIC WORKS DEPARTMENT
601 East 3rd Street - Emmett, Idaho 83617
Clint Seamons, Public Works Director

Tuesday, April 4, 2023

Mayor, City Council:

I am requesting a **MOTION to approve hangar lease agreement between Juliett Lima Aviation LLC and the city of Emmett with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons, Public Works Director

**LEASE
AGREEMENT**

Lease agreement dated _____, 2023 ("Lease"), between the City of Emmett, Idaho ("Landlord") and Juliatt Lima Aviation LLC whose address is 2791 S. Ten Mile Rd, Meridian, ID 83642 ("Tenant").

WITNESSETH

Landlord leases and rents to Tenant, and Tenant leases and rents from Landlord, the real property described in Exhibit A which is attached hereto and incorporated herein by reference as if set out in full ("Premises"). The Premises that Landlord is leasing to Tenant is bare ground.

The term of this Lease is for a period commencing on _____, 2023 and terminating on December 31st, 2043 under the following terms and conditions:

1. **RENT**: Tenant shall pay Landlord rent in advance annually. The rent will be \$50.00 more per year than the rent for three (3) tie-down spaces at the Emmett Airport. Rent will be \$725.00. Rent is due on or before January 1 of each year. Landlord may, by resolution of the Emmett City Council, periodically adjust the rent. Any such adjustment shall become effective for the next annual rental payment due. Such adjustments shall not occur more frequently than once each year.
2. **PROPERTY OF TENANT**: Tenant shall obtain property insurance on all Property of Tenant located on the Premises and hereby releases and discharges Landlord of and from any liability for damage to the Property of Tenant. "Property of Tenant" shall mean and include all personal property of Tenant including structures, equipment, furniture, and personal belongings kept or used on or installed in the Premises that are owned by and separately assessed to Tenant.
3. **WARRANTIES**: There are no warranties by Landlord. Tenant, in executing this Lease, is relying upon its own judgment, information and inspection of the Premises.
4. **ENTRY BY LANDLORD**: Landlord shall have the right to enter the Premises at any reasonable time to examine the same and determine that Tenant is complying with the terms of this Lease.
5. **INDEMNIFICATION**: Tenant agrees to indemnify, defend and hold harmless Landlord and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in

connection with the acts and/or any performances or activities of Tenant, Tenant's agents, Tenant's employees, Tenant's representatives, Tenant's invitees, or any other person allowed on the Premises by Tenant.

6. HAZARDOUS WASTE AND HAZARDOUS MATERIALS: Tenant agrees not to store, generate, or otherwise use or bring upon the Premises, any hazardous waste as defined by Federal, State or local laws and regulations. All hazardous materials shall be stored and disposed of strictly in accordance with any State or Federal regulations. Tenant shall hold Landlord harmless from any liability associated with Tenant's use or possession of hazardous materials.
7. USE OF PREMISES: Tenant will construct a hangar on the Premises for aeronautical purposes, primarily to store, maintain and construct aircraft. Except for hazardous materials, non-aeronautical items may be stored in the hangar provided the items do not interfere with the aeronautical use of the hangar. Items are generally considered to interfere with the aeronautical use of the hangar when they impede the movement of aircraft in and out of the hangar, or displace the aeronautical contents of the hangar. Tenant shall, at all times, comply with all laws, regulations and ordinances associated with the use of the Premises. Tenant shall not construct any additional buildings on the Premises without first obtaining Landlord's written permission. Tenant's use of the Premises shall not be changed without the written consent of Landlord. All use and operation on the Premises shall be in strict accordance to all applicable Local, State and Federal (FAA) rules and regulations.
8. USES NOT PERMITTED: Tenant shall not use and Tenant shall not permit anyone else to use the Premises for any of the following purposes:
 - (a) The operation of any business without written permission from the Landlord;
 - (b) Construction of any additional buildings without Landlord's written permission;
 - (c) Aircraft construction and maintenance not in accordance with Federal Aviation Regulations;
 - (d) Any residential use;
 - (e) The storage of any refuse or trash;

- (f) Smoking by anyone in the hangar;
 - (g) Running the aircraft engine in the hangar;
 - (h) Fueling or de-fueling the aircraft in the hangar;
9. OPTION TO RENEW: Tenant shall have the right to renew the Lease for a period of twenty (20) years. If Tenant desires to renew the Lease, then written notice of such renewal shall be given not sooner than one (1) year and not less than one hundred twenty (120) days prior to the termination date of this Lease.
10. TERMINATION OF LEASE: In the event that Landlord ceases to own or operate the airport or finds that because of Federal, State or other restrictions, it is impractical to continue the Lease, or in the event that Landlord determines in its sole discretion that it is not in Landlord's best interest to continue with the Lease, this Lease shall terminate. Landlord shall give Tenant notice of such termination 90 or more days in advance of the termination date.
11. REPAIRS: Tenant shall repair damages, except those caused by normal use, to the airport and Premises which are the result of Tenant's action or of any invitee of Tenant while making use of the airport or Premises. Repairs shall be completed within ninety (90) days of the date of any such damage. If Tenant cannot reasonably repair such damage within ninety (90) days, Tenant shall give notice to Landlord of that fact and request an extension of 90 days. Such an extension shall not be unreasonably withheld.
12. RELOCATION: In the event that Landlord undertakes airport renovation and/or expansion or any other project which requires the use of the Premises, Tenant shall relocate its hangar to another location. Landlord shall attempt to provide a comparable location for the substituted Premises. Landlord shall give Tenant written notice one (1) year in advance of when such relocation is required. Relocation shall be at Tenant's expense.
13. UTILITIES: Tenant shall pay before the same are delinquent all sewer, water, gas, electricity, power and other utilities used by Tenant. Tenant shall pay all connection costs, meter installation costs and any other costs associated with utilities used by Tenant. All installations must be approved by and comply with any municipal, state or federal laws and regulations.
14. TAXES AND ASSESSMENTS: Tenant shall pay all personal property taxes and assessment levied against Tenant's personal property, including the hangar and any other taxes associated with the Premises, promptly before the same become delinquent.

15. ACCESS: Tenant shall have access to the Premises by aircraft and by automobile. Automobiles may be parked inside the hangar while Tenant's aircraft is being operated, or at a parking area off of the aircraft ramps that is so designated.
16. LIENS: Tenant shall not suffer or permit any liens to be filed against the Premises or any part of the Premises. If a lien is filed against the Premises, Tenant shall cause the same to be removed of record within sixty (60) days after the date of the filing of the lien. Failure to remove the lien shall be a default under this Lease, or any renewal thereof.
17. FIRE HAZARDS: Tenant shall comply with all applicable fire codes.
18. WASTE PROHIBITED: Tenant shall not commit any waste or damage to the Premises and shall not permit any waste or damage to the Premises.
19. MAINTENANCE: Tenant shall keep and maintain the Premises in a neat and orderly manner and shall keep the Premises free from debris, garbage, and other unsightly material. Tenant shall maintain all leased surfaces not covered by asphalt or concrete in a weed-free condition.
20. LIABILITY INSURANCE: Tenant shall maintain a comprehensive liability insurance policy in an amount of not less than five hundred thousand dollars (\$500,000.00) covering the Premises during the terms of this lease. The policy shall provide coverage for all acts for which Tenant is required to indemnify Landlord under Paragraph 5 of this agreement. Tenant shall have Landlord named as an additional insured and shall provide Landlord with proof of current insurance during the term of this Lease, or any renewal thereof. The policy shall provide that the insurance company shall give Landlord written notice of any proposed cancellation of the insurance 30 or more days in advance of such cancellation.
21. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease without the written consent of Landlord. Tenant may sublet the whole or any part of the Premises. Tenant shall promptly provide Landlord with the names and contact information of any sub-Tenants. If Tenant sublets, then Tenant shall remain liable to Landlord for full performance of Tenant's obligations.
22. ATTORNEY'S FEES: In the event an action is brought to enforce any of the terms or provisions of this Lease, or to enforce forfeiture thereof for default by either of the parties, the

successful party in such action shall be entitled to recover from the losing party reasonable attorney's fees, together with such other costs as may be authorized by the court.

23. SERVICE OF NOTICES: Any notice may be served upon Landlord by certified mail, return receipt requested, to Landlord at 501 East Main Street, Emmett, ID 83617, and any notice may be served upon Tenant by certified mail, return receipt requested, to Tenant at the above address. Service of notice by certified mail shall be deemed complete upon the date of the post mark by certified mail. Either party may change the address for service of notice by written notice to the other party.
24. CONSTRUCTION OF STRUCTURE: All plans and specifications shall be subject to the approval of the Landlord, the Emmett Building Inspector, the State of Idaho, and the FAA. All construction shall be at Tenant's own expense and must be according to the drawings and specifications submitted to and approved by Landlord prior to commencement of construction. Any changes must have the approval of all required approving agencies. Aesthetic design standards shall be determined by Landlord. Tenant shall comply with FAR Part 77 which requires that all such construction on an airport be coordinated with FAA using FAA Form 7460-1, "Notice of Proposed Construction or Alteration." Such forms shall be completed by the Tenant and approved by the Landlord before being submitted to the FAA. Tenant shall submit the form to the FAA unless otherwise directed by Landlord. Tenant shall provide a copy of all such forms to Landlord. The City Airport Advisory Committee with input from the Airport Manager shall approve the plans before construction is commenced. Structures shall be completed within one (1) year after construction has started.
25. NOTICE TO AIRMEN: Tenant shall notify the airport manager in writing when construction begins and when it ceases. The airport manager will request and cancel a NOTAM with the FAA in Boise, Idaho, for the appropriate time of construction.
26. SALE OF HANGAR: Tenant shall not sell the hangar without first obtaining written permission from Landlord. Landlord shall not unreasonably withhold its consent. Any sale shall be subject to the terms of this Lease.
27. REMOVAL OF STRUCTURE: At the termination of this Lease, Tenant shall be entitled to remove the hangar provided that the Tenant returns the Premises to the same or better condition as it existed immediately before Tenant commenced construction of the hangar. If the hangar has not been removed within 120 days after the lease expires, it shall be considered the property of Landlord and Tenant shall have no further right or interest in the

hangar.

28. DEFAULT: In the event Tenant fails to comply with any of the terms of this Lease, Landlord shall be entitled to give Tenant written notice of such default. If Tenant has not corrected such default within ninety (90) days after the date such notice was sent, Landlord may terminate this Lease at Landlord's option.
29. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

DATED this ____ day of _____, 2023.

LANDLORD:
CITY OF EMMETT, IDAHO

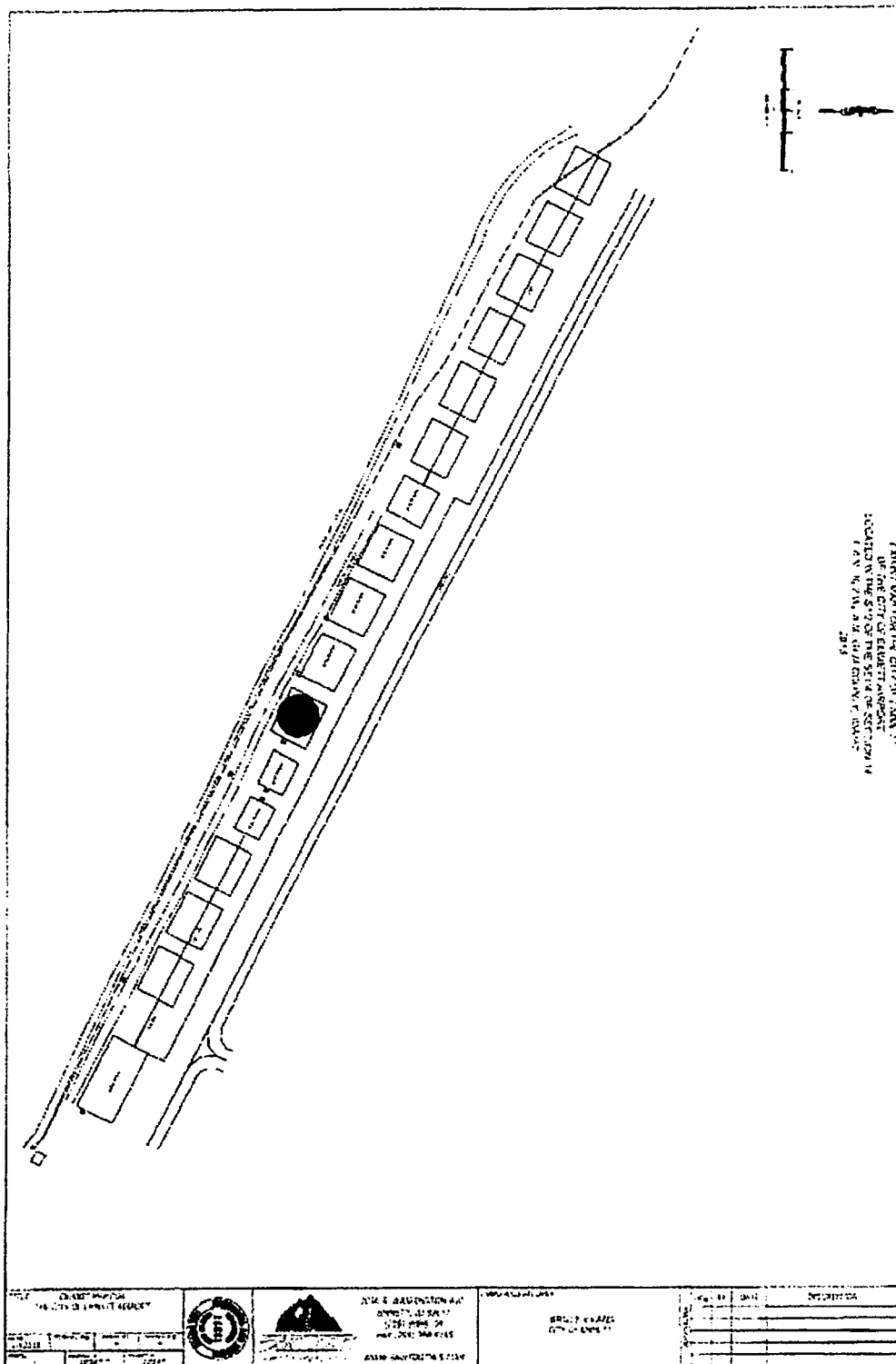
By: _____
Mayor

Attest: _____
City Clerk

TENANT:

By:  _____
James R Laufenberg, President

Exhibit A





EMMETT PUBLIC WORKS DEPARTMENT
601 East 3rd Street - Emmett, Idaho 83617
Clint Seamons, Public Works Director

Tuesday, April 4, 2023

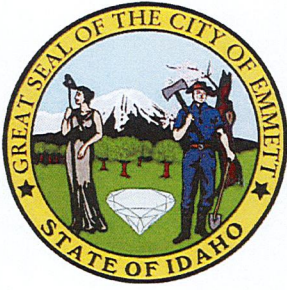
Mayor, City Council:

I am requesting a **MOTION to approve termination of hanger lease Jeffery Alden Anderson and the City of Emmett with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons, Public Works Director



CITY OF EMMETT

Office of the Mayor

501 East Main Street
Emmett, Idaho 83617

Gordon W. Petrie, Mayor
Lyleen Jerome, City clerk
Jake Sweeten, Attorney

Council President: Steve Nebeker
Councilors: Thomas Butler
Jody Harris
Eltona Henderson
Gary Resinkin
Denise Sorenson

September 7, 2023

Termination of Hanger Lease
Jeffery Alden Anderson

The City of Emmett hereby grants permission to Jeffery Alden Anderson to sell his hangar to Juliett Lima Aviation, LLC. Upon Juliette Lima Aviation, LLC entering into a Lease Agreement with the City, the Lease Agreement between Jeffery Alden Anderson and the City of Emmett dated October 13, 2020 shall be terminated.

Gordon Petrie, Mayor
City of Emmett

JOINT POWERS SUBSCRIBER AGREEMENT

Idaho Counties Risk Management Program, Underwriters

This *JPA* is entered into pursuant to Idaho Code, Sections 67-2326 through 67-2333, by political subdivisions of the state of Idaho as defined by the Idaho Tort Claims Act, as subscribers to counterparts of this *JPA*, for the purpose of operating a separate legal entity to be known and designated as the Idaho Counties Risk Management Program, Underwriters, hereinafter referred to as “*ICRMP*”. *ICRMP* is a reciprocal insurer organized under Idaho Code, Title 41, Chapter 29.

It is agreed among the *members* of *ICRMP*, all of which have accepted this *JPA* or a prior counterpart, that by virtue of accepting the terms of this version of the Joint Powers Subscriber Agreement, hereinafter referred to as “*JPA*”, by approving a prior counterpart and subsequently renewing participation after changes to a prior counterpart have been implemented by the Board of Trustees or by paying a premium of insurance as billed, as follows:

Whereas political subdivisions of the State of Idaho have the authority to purchase liability insurance for themselves and their employees pursuant to Idaho Code § 6-923 and to contract for property and other insurance coverage as they deem necessary or proper pursuant to Idaho Code § 67-2328; and

Whereas it is to the mutual benefit of political subdivisions to join together to establish the legal entity created by this *JPA* to accomplish the purposes hereinafter set forth; and

Whereas the laws of the State of Idaho authorize the formation of what has been classified as a reciprocal insurer by political subdivisions without abrogating any privileges or immunities accorded to them by law; and

It is agreed in consideration of the mutual advantages, obligations and benefits to each political subdivision and the mutual covenants herein contained, the members of *ICRMP*, with the consent and concurrence of the subscribing political subdivision:

ARTICLE I. DEFINITIONS.

As used in this JPA, the following terms shall have the respective meanings hereinafter set forth:

- (1) *Board*. The Board of Trustees of *ICRMP*, which shall serve as the Subscribers’ Advisory Committee, as such is required by Idaho Code Title 41, Chapter 29.
- (2) *Executive Director*. The person designated by the *Board* to exercise the authority and to fulfill the duties of the chief administrative officer of *ICRMP*.
- (3) *ICRMP*. The Idaho Counties Risk Management Program, Underwriters, a pooled insurance and risk management program established pursuant to the statutes of this state as an

independent Idaho governmental entity and licensed as a reciprocal insurer pursuant to Idaho Code Title 41, Chapter 29.

- (4) **JPA.** This agreement more formally known as the Joint Powers Subscriber Agreement, wherein political subdivisions agree to participate in the insurance and related risk management offerings as a result of that insurance of **ICRMP** as set forth by the **Board**.
- (5) **Members.** The political subdivisions, which qualify and agree to the terms of this **JPA** or such **JPA** as revised upon approval by the **Board** from time to time.

ARTICLE II. ESTABLISHMENT, PURPOSE, FINANCING AND DURATION OF ICRMP.

This **JPA** is intended to continue the organization and operation of **ICRMP** into future years upon the foundation laid by prior joint powers agreements. This **JPA** supersedes all prior **ICRMP JPAs** and will become effective for all **members** on the date identified in the footer of this version of the **JPA** upon acceptance of the tender of continued participation offered during the annual renewal process in which a policy of insurance is issued. Changes to the **JPA** are deemed accepted either by express action by the governing board or by renewing participation in **ICRMP** by paying the determined premium for the policy of insurance issued for a succeeding year.

- (1) It is the intent of the **members** of **ICRMP** to create a separate entity of unlimited duration that will administer an insurance and related risk management program and use funds paid by **members** to defend and indemnify, in accordance with this **JPA** and issued policy(ies) of insurance, any **ICRMP members** against liability or loss as described in the issued policy of insurance, up to the limits of the policy of insurance issued by or procured through **ICRMP**.
- (2) All income and assets of **ICRMP** shall be at all times dedicated to the ultimate benefit of its **members** in matters of insurance and related risk management programs, inclusive of matters not directly addressed by **ICRMP** issued policies.
- (3) It is the intent of the **members** that **ICRMP members** share the costs of insurance and related risk management obligations which the **members** desire to implement.
- (4) Participation in **ICRMP** shall be comprised of those political subdivisions that have approved this **JPA** or one of its prior iterations and that have agreed to pay the required premium for the issued policy of insurance. **Members** agree to the admission of future **members** in accordance with provisions of the current **JPA** and acknowledge that they shall have no right to object to the addition of such **members**. The **Board**, or the **Executive Director**, as delegated by the **Board**, is authorized to attach conditions to entry into **ICRMP** membership or to maintenance of membership in **ICRMP** in the interest of protecting the shared interests of participating **members**. Such conditions may include premium surcharges, coverage limitations, reductions of limits or other methods designed to reduce risk exposure or to protect the shared interests of other **ICRMP members**.

ARTICLE III. ATTORNEY-IN-FACT POWERS, EXPENSES AND DUTIES.

- (1) To the extent required by Idaho Code Title 41, Chapter 29, and not inconsistent with applicable constitutional and statutory obligations and prerogatives, *member* hereby appoints *ICRMP*, as its Attorney-in-Fact empowered to take all actions and execute all documents which are necessary or appropriate in carrying on the business of insurance through *ICRMP* on behalf of *member*.
- (2) *Member* agrees that the *Board* of *ICRMP* may delegate powers to an *Executive Director* in accordance with this *JPA*. The *Executive Director's* obligations and liability shall be limited by the terms and conditions of *ICRMP's JPA* and by the Idaho Tort Claims Act. The *Executive Director* appointed by the *Board* is hereby empowered by the undersigned to accept service of process on behalf of *ICRMP*. Such authorization does not supersede the procedural requirements of this *JPA*. The general services to be performed by the *Executive Director* shall include, but not be limited to:
 - (a) issuing, underwriting and servicing policies of insurance;
 - (b) contracting with agents for sale and servicing of policies of insurance;
 - (c) executing treaties of reinsurance or contracts of excess insurance;
 - (d) providing risk management services and administering programs to diminish claims for damages; and
 - (e) supervising the investment policy of *ICRMP*.
- (3) The general items of expense to be paid by *ICRMP* shall include, but not be limited to:
 - (a) losses and claims payments;
 - (b) allocable claims expense;
 - (c) governmental charges, license fees, and lawful taxes;
 - (d) expenses incurred in auditing *ICRMP's* books and records;
 - (e) premium amount collection costs;
 - (f) *Board* expenses;
 - (g) premiums on reinsurance and excess insurance;
 - (h) fees of investment counsel and direct investment expense;
 - (i) salaries and expenses of officers and employees of *ICRMP*;
 - (j) disbursement of dividends;
 - (k) special expenses authorized by the *Board* of *ICRMP*;
 - (l) broker and producer commissions;
 - (m) indemnity insurance premiums;
 - (n) office expenses;
 - (o) actuarial, auditing, legal, risk management and loss prevention expenses, and
 - (p) awarding grants to *members*.
- (4) The Power of Attorney conveyed herein shall expire upon termination of all obligations of *ICRMP*. The liability of each *member* for the obligations of *ICRMP* shall be an individual, several and proportionate liability and not a joint liability. The liability of each *member* shall be limited as stated in this *JPA* provided, however, that in no event shall any *member* be

required to contribute more than the amount authorized by applicable state statutes and constitutional provisions pursuant to which **ICRMP** is established.

ARTICLE IV. SCOPE OF POLICY OF INSURANCE.

- (1) In accordance with Idaho Code § 41-2921, **member** acknowledges that its policy of insurance transfers risk of loss from the **member** to **ICRMP** subject to the terms, conditions and exclusions addressed by its issued policy of insurance.
- (2) **Member** acknowledges that not all risks are insurable and that any excluded risks or claims will not be transferred to **ICRMP** as a result of this **JPA**.
- (3) In the event that a claim or a series of claims exceeds the amount of coverage provided by the **member's** policy of insurance, payment of claims and expenses are the sole and separate obligation of the individual **member** or **members** against whom the claim was made resulting from litigation or settlement. No **member** shall be entitled to a contribution from other **members** to cover the cost of claims that exceed the coverage or limits of its policy of insurance, or are not covered by its policy of insurance.

ARTICLE V. ICRMP POWERS AND DUTIES.

The powers of **ICRMP** to perform and accomplish the purposes set forth above shall be to:

- (1) Employ agents, employees and independent contractors.
- (2) Purchase, sell, own, encumber and lease real property; to incur obligations on behalf of ICRMP to the extent permitted by Idaho statutes and the Idaho Constitution; and to purchase, sell, or lease equipment, machinery, and personal property.
- (3) Invest funds.
- (4) Carry out educational and other programs relating to risk management, including the prerogative to offer discounts or credits upon demonstrating compliance with standards for **Board** approved risk reduction methods or plans.
- (5) Create, collect funds for, and administer an insurance and related risk management program.
- (6) Purchase excess insurance and/or reinsurance to supplement the self-insured retention.
- (7) Provide property and casualty insurance, risk management, underwriting, claims adjustment, training, and consultation, or to contract for such services, including the defense and settlement of claims, subject to specific limitations and/or restrictions, imposed and adopted by the **Board**.

- (8) Carry out such other activities as are necessarily implied or required to carry out the purposes of **ICRMP**, even though such undertakings might not be known at the time of entering into this **JPA** or might not be included within the specific powers enumerated in this article.
- (9) Sue and be sued.
- (10) Enter into contracts.
- (11) Reimburse **Board** members for approved expenses incurred in attending to Board responsibilities.
- (12) Provide security, insurance or bonds regarding the official responsibilities of all officers, Board members and employees of **ICRMP**.
- (13) Borrow funds with approval by the **Board** as necessary for current operating purposes, so long as repayment is achieved before the conclusion of the subsequent fiscal year.
- (14) Establish terms and conditions of initial or continued membership in **ICRMP**.

ARTICLE VI. MEMBERS' RIGHTS AND OBLIGATIONS - DISPUTE RESOLUTION PROCEDURES.

Warranty of Eligibility – Each **member** authorizing participation in **ICRMP** by approval of this JPA and execution by an authorized official hereby warrants that it is a political subdivision of the state of Idaho as defined by the Idaho Tort Claims Act and thereby eligible to be a **member** of **ICRMP**. By such warranty each **member** consents to its immediate separation from **ICRMP** participation upon discovery that it is not a qualifying political subdivision. Each **member** also agrees that it will indemnify **ICRMP** for any loss **ICRMP** may suffer by virtue of the inapplicability of privileges and immunities otherwise available to political subdivisions of the state of Idaho by virtue of the mischaracterization of any **member** as a qualified Idaho political subdivision.

- (1) An individual **member** of **ICRMP**, acting through their respective governing boards, shall have the right to:
 - (a) Petition the **Board** to be heard as described below.
 - (b) Request withdrawal of participation. **Members** recognize that **ICRMP** is managed for long-term participation and that **JPA**s that support **ICRMP** operation are of one-year or longer duration. Consequently, withdrawal during the course of a policy of insurance year may be subject to additional financial obligation for the **member** as determined by the **Board**.
 - (c) After its membership in **ICRMP** exceeds one year, to nominate, recommend or vote concerning selection of a representative to serve on the **Board**.

(2) The obligations of *members* of **ICRMP** shall be as follows:

- (a) To pay promptly all premiums of insurance to **ICRMP** at such times and in such amounts as shall be established by the **Board** pursuant to this **JPA**. Any delinquent payments may incur interest, penalties or other financial consequences as determined by resolution of the **Board**.
- (b) To allow **ICRMP's** agents and employees reasonable access to all premises and records of the *member*, required for the administration of **ICRMP**.
- (c) To cooperate fully with **ICRMP's** attorneys, claims adjusters and any other employee or officer of **ICRMP** in activities relating to the purposes and powers of **ICRMP**.
- (d) To make good faith efforts to follow the safety, loss reduction, risk management, and loss prevention recommendations made by **ICRMP**.
- (e) To provide **ICRMP** no less frequently than annually, or in accordance with the issued policy of insurance, with information demonstrating the value of insured real and personal properties.
- (f) To utilize procedures regarding a dispute over the application of the terms of the **JPA** or insurance coverage, prior to communicating such dispute to a state or federal administrative agency or official, or prior to initiating legal or equitable proceedings against **ICRMP**. *Members* expressly agree to follow the dispute resolution procedures as described in this **JPA** before filing any claim in law or equity against **ICRMP** or any **ICRMP** employee or **Board** member in any court or before a regulatory agency. *Member* expressly agrees that failure to exhaust the internal dispute resolution procedures described in this **JPA** constitutes a material breach of this **JPA**. *Member* agrees that **ICRMP** may enforce this provision. A *member* that pursues any action or proceeding against **ICRMP** in court or before a regulatory agency agrees to reimburse **ICRMP** its reasonable costs and attorney fees incurred in defense of any such suit or administrative proceeding if the matter has not first been brought to the **Board** pursuant to the dispute resolution procedure as described in this **JPA**. The restrictions contained in this subsection may be waived only upon written agreement of the **Board**.

(3) The procedure of dispute resolution shall be:

- (a) Filing a written statement by the *member* stating the specific basis for disagreement. All written statements must be sent to the **Executive Director** prior to **Board** involvement. Such filing shall be followed by a conference with the **Executive Director**, in person or by electronic means, to attempt to resolve the dispute. The **Executive Director** shall respond to the *member* in writing not more than ten (10) business days after the conference. Such written response shall set forth the basis of the **Executive Director's** decision concerning the matter.

- (b) Following receipt of the *Executive Director's* written response, *member* may request review of the determination of the *Executive Director* by the *Board*. Any such request shall be made in writing, setting forth the specific basis for the request and the particular reasons for disagreement with the determination of the *Executive Director*.
- (c) The *Board* may hear an oral presentation, not in excess of one hour, by the *member* governing board, or its attorney, or resolve the matter based upon the written request for review. The *Board* will have the option of obtaining a response from *ICRMP* staff. The *Board* shall issue its decision in writing within thirty (30) days of the oral presentation by the *member* or review of the written request for review or reconsideration, unless the *Board* determines good cause to extend the time for issuing its decision. The *Board* may consult with its staff, legal advisers and/or consultants. The written decision of the *Board* shall be final. Until a final decision is made pursuant to the procedures set forth in this Article, no *member* may initiate or institute legal or equitable actions against *ICRMP*, its officers, or employees, arising out of the application of the *JPA*. No claim or complaint shall be initiated by a *member* before a state or federal administrative agency or official without completing the dispute resolution procedure set forth herein.
- (d) The *Board* reserves the right to vary the foregoing procedures as necessary to accommodate the interests of *ICRMP*, its *members*, or others with an interest in the just resolution of differences regarding application of the *JPA* or insurance coverage.

ARTICLE VII. PREMIUM OF INSURANCE.

The *Board* shall institute methods to establish annual or periodic premium of insurance amounts for *members*. *ICRMP* may change such amounts charged to any *member* from year to year to reflect changes in *ICRMP* operating costs, changes in risk resulting from operational changes, changes in property values or ownership, reevaluation of operating risks, *member* conduct, or refusal to participate in safety, loss prevention, or risk management programs, or for other reasons established by the *Board*. Conversely, *ICRMP* may offer premium discounts to any *member* that faithfully participates in loss prevention, risk management, and safety programs or for other reasons established by *ICRMP*. Each *member's* premium for the policy of insurance amount shall be calculated in accordance with rate determination methods approved by the *Board* for any policy of insurance year. It is agreed that the *Board's* rate determination will not be inadequate, excessive, or unfairly discriminatory, relative to the assessable risk of each *member* as determined by the *ICRMP Board*. *Members* acknowledge that rate-setting involves risk and exposure assumptions that rely upon the professional judgment of the *Board* and its staff and advisors. No *member* may be further assessed during a policy of insurance year unless in response to a material change in property or activities not disclosed or addressed at the time of annual renewal. Additional premium for the policy of insurance amounts may be charged when changes are made to covered property or activities during the course of a policy of insurance year. *ICRMP* reserves the right to condition continued participation by any *member* upon compliance with specific performance requirements, payment of modified deductible amounts and such other measures as *ICRMP* deems necessary or appropriate. *ICRMP* reserves, the right to cancel or refuse to renew insurance coverage, in accordance with Idaho law.

ARTICLE VIII. BOARD OF TRUSTEES – ELECTION, APPOINTMENT AND REMOVAL.

The **Board** shall be comprised of nine (9) elected public officials, six (6) of whom shall be county commissioners, two (2) city mayors, and one (1) special purpose district governing board member. The electoral/appointive boundaries for the **Board** shall be organized as follows as long as they are **members** of this **JPA**:

- (1) County District I: Counties of Boundary, Bonner, Kootenai, Benewah and Shoshone.
- (2) County District II: Counties of Latah, Clearwater, Nez Perce, Lewis and Idaho.
- (3) County District III: Counties of Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore, and Owyhee.
- (4) County District IV: Counties of Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls and Cassia.
- (5) County District V: Counties of Bingham, Power, Bannock, Caribou, Oneida, Franklin and Bear Lake.
- (6) County District VI: Counties of Lemhi, Custer, Clark, Fremont, Butte, Jefferson, Madison, Teton and Bonneville
- (7) Region I: Mayor of a city from within Districts I, II, and III.
- (8) Region II: Mayor of a city from within Districts IV, V and VI.
- (9) Special District Member: Elected official of any **member** other than a county or city, selected by a vote of the **Board**, chosen from nominees submitted by elected officials for **member** Special Districts.

Each member of the **Board** shall serve for a period of two (2) years, or until a successor is elected or appointed. Four (4) members of the **Board** (even-numbered County Districts and the Region II seat) shall be elected for two (2) year terms in the final months of odd-numbered years, while another five (5) members of the **Board** (odd-numbered County Districts and the Region I seat plus the Special District Member) shall be elected/appointed for two (2) year terms in the final months of even-numbered years. The **Executive Director** shall administer the election process so as to allow election results to be canvassed by the **Board** prior to undertaking official **Board** business in the succeeding calendar year. The respective boards of county commissioners of each **member** county may vote for their District **member** of the **Board**; governing boards of cities may vote for regional City representatives; and Special District **member** candidates may be nominated by governing boards of **member** Special Districts. Incumbent **Board** trustees may qualify for inclusion on a subsequent election ballot by expressing a desire to do so in writing to the **Executive Director**. Ballots must be received by **ICRMP** at a time and place specified by the **Executive Director**. Each trustee of the **Board** shall serve from the date of the first **Board** meeting in the year succeeding

his/her election/appointment through the conclusion of his/her term unless re-elected/reappointed. Should any seat on the **Board** become vacant, the **Board** may fill such vacancy for the remainder of the former official's term by appointment of another official.

At any time during the term of a trustee, such trustee may be removed by either of two (2) methods. The first method by which an elected trustee may be removed is by **Board** receipt of a declaration of no confidence by the governing boards of the previously voting **member** entities equal to at least one-half (1/2) plus one of the number of votes received by the trustee when the trustee was most recently elected to the **Board**.

The second method is a vote by a majority of members of the **Board**, excluding the trustee that is the subject of the declaration. After a majority vote, the **Board** shall submit a declaration to the trustee's constituent electors, stating the reasons therefore.

Any trustee holding an appointive or *ex-officio* non-voting position may be removed by majority vote of the **Board**.

ARTICLE IX. POWERS AND DUTIES OF THE BOARD OF TRUSTEES.

The **Board** shall have the following powers and duties to:

- (1) Annually elect a chair and vice-chair.
- (2) Establish procedures for determining premium amounts for policies of insurance for **members**.
- (3) Establish the insurance and risk management program design.
- (4) Select an **Executive Director**, to supervise the business of **ICRMP** and carry out other functions delegated by the **Board** and the **Executive Director** may in turn select all personnel and contractors necessary for the administration of **ICRMP**.
- (5) Establish a schedule for **Board** meetings and set a place for such meetings. All Idaho law applicable to public meetings shall be observed. A majority of seated trustees (as opposed to unfilled seats) shall constitute a quorum to do business. All decisions of the quorum shall require a majority vote of the trustees present and voting at a meeting, unless otherwise required by law.
- (6) Exercise all powers of **ICRMP**, except powers reserved to the **members**.
- (7) Adopt, and oversee **ICRMP's** budget.
- (8) Receive reports concerning **ICRMP** activities and to make reports to the **members**.

- (9) Provide for underwriting, claims and risk management procedures.
- (10) Provide for the investment and disbursement of funds.
- (11) Enact resolutions establishing procedures governing its own conduct and the powers and duties of its officers, not inconsistent with this **JPA** and applicable provisions of law.
- (12) Approve all **ICRMP** internal policies.
- (13) Form committees and determine the method of appointment and terms of members of committees.
- (14) Submit to **members** an amended **JPA** upon adoption and at the date of periodic renewal, for re-adoption, express acceptance, or payment of a premium for a policy of insurance by **members**.
- (15) Dissolve **ICRMP** when **Board** action is accompanied by a two-thirds (2/3) vote of the entire then-current **members**, provided that a notice of intent to dissolve **ICRMP** shall be given to the Director of the Department of Insurance of the State of Idaho at least ninety (90) days prior to the proposed effective date. Like notice of such intent shall be provided to all **members** at least thirty (30) days before any such vote regarding dissolution in compliance with title 41, Idaho Code and other applicable statutes. Assets remaining after discharge of its indebtedness and policy of insurance obligations, the return of any surplus made and the return of any unused premium, savings or credits then standing on **members** accounts, shall be distributed to its **members** who were such within the twelve (12) months prior to the last termination of its certificate of authority, according to such reasonable formula as the Director of the Department of Insurance may approve pursuant to Idaho law.
- (16) Appoint or remove non-voting *ex-officio* members of the **Board**.
- (17) Do or delegate all acts necessary and proper for the implementation of this **JPA**.
- (18) Maintain available funds in amounts reasonably sufficient to annually provide the resources necessary to fund **ICRMP's** general and administrative expenses, any reinsurance or excess insurance requirements, to pay the current year's claims and claims expenses and to sustain the financial stability of **ICRMP**, in addition to funds necessary to meet **ICRMP's** obligation to satisfy the requirements of any regulatory authority.
- (19) Approve all non-renewals or cancellations of policies of insurance.

ARTICLE X. LIABILITY OF BOARD TRUSTEES and EMPLOYEES

The **Board** trustees of **ICRMP** must use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. **Board** trustees shall not be personally liable for any mistake of judgment or other action made, taken, or omitted by them in

good faith; nor for any action taken or omitted by any producer, agent, employee, or independent contractor selected with reasonable care. No **Board** trustee shall be personally liable for any action taken or omitted by any other trustee. The assets of **ICRMP** may be used to defend and indemnify any trustee, officer, or employee for actions taken by each such person in good faith within the scope of his or her authority for **ICRMP**. **ICRMP** may purchase insurance providing coverage for trustees, officers, and employees.

ARTICLE XI. VOLUNTARY MEMBER WITHDRAWAL.

Any **member** may request withdrawal from this **JPA**, by giving notice to the **Executive Director**, in writing, of its desire to withdraw. Any **member** may withdraw from **ICRMP** within thirty (30) days after the date that **ICRMP** gives notice in writing of an amendment to this **JPA** or its accompanying policy of insurance by tendering to the **Executive Director** written notice of its intent to withdraw. A voluntarily withdrawing **member** shall be deemed to have forfeited any claim of right or equity to any portion of **ICRMP** reserves or surplus or to any credit or dividend, should any be declared by the **Board** and will be deemed a cancellation request of the currently issued policy of insurance.

ARTICLE XII. BINDING CONTRACTUAL OBLIGATION.

This document shall constitute a **JPA**, a binding contract, among those political subdivisions that are **members** of **ICRMP**. The terms of this **JPA** may be enforced in court by **ICRMP** itself or by any of its **members** subject to the terms and conditions of applicable laws and this **JPA**. The consideration for the duties herewith imposed upon the **members** to take certain actions and to refrain from certain other actions is based upon the mutual promises and agreements of the **members** set forth herein. **Member** asserts that it has complied with relevant laws and that it waives its ability to object to the binding nature of this **JPA** by virtue of informalities in its approval. Except to the extent of the premium for the policy of insurance paid to **ICRMP** agreed to, or such additional obligations as may come about through amendments to this **JPA**, no **member** agrees or contracts herein to be held responsible for any claims in tort or contract made against any other **member**. The contracting parties intend in the creation of **ICRMP** to establish an organization for joint insurance and related risk management only within the scope herein set out and have not herein created as between **member** and **member** any relationship of general surety or indemnitor, nor by participating herein does any **member** otherwise assume responsibility for the debts of or claims against any other **member**.

ARTICLE XIII. DISTRIBUTION OF PROPERTY, FUNDS AND SUPPLIES UPON DISSOLUTION OF ICRMP.

In the event that **ICRMP** is dissolved, all property or assets acquired by **ICRMP** shall be liquidated in a manner permissible by law, and the proceeds of such liquidation shall be disbursed to the then-current **members** at a rate proportionate to each **member's pro rata** share of the cumulative premium of insurance paid to **ICRMP** for the most recent five (5) fiscal years. Said determination

of net asset distribution shall be by the **Board** subject to application of the business judgment rule under Idaho law.

ARTICLE XIV. SEVERABILITY.

In the event that any article, provision, clause or other part of this **JPA** is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions, clauses, applications or occurrences, and this **JPA** is expressly declared to be severable.

ARTICLE XV. MISCELLANEOUS PROVISIONS

- (1) The provisions of this **JPA** shall be interpreted pursuant to the laws of the State of Idaho.
- (2) The parties hereto consent that courts in the State of Idaho shall have jurisdiction over any dispute arising under this **JPA** after exhaustion of the dispute resolution procedures provided for herein.
- (3) No waiver of any breach of this **JPA** or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
- (4) In the event that any provision of this **JPA** is in conflict with or is incompatible with the **member's** policy of insurance issued hereunder, the terms and conditions of the **member** policy of insurance shall prevail and take precedence.
- (5) This **JPA** may be modified or amended in writing as authorized by the **Board**. Provided, however, no such modification shall be effective retroactively, or as to any insurance or coverage issued prior thereto. Said modifications may be made effective during a policy of insurance year only to comply with applicable laws respecting operation of **ICRMP** or with express consent of the **member**. Changes may be made to the policy of insurance issued by **ICRMP** at any time during the policy year in accordance with rules or statutes governing the business of insurance within the State of Idaho.
- (6) **Member** agrees to hold **ICRMP**, its employees, contractors, and/or legal counsel, harmless and without liability to **member** from any claims arising out of risk management or related administrative activities undertaken for **member's** benefit. **ICRMP** assumes no responsibility for the operation of **member's** political subdivision. **Member** further agrees that communications with attorneys on the **ICRMP** staff or retained by **ICRMP** to assist a **member** to resolve or avoid claims will remain confidential pursuant to the Attorney-Client privilege and that written materials generated as a consequence of such effort to assist **member** shall constitute attorney work product. **Member** further agrees that the employees, contractors and/or legal counsel of **ICRMP** when acting in a risk management capacity are representing

ICRMP, not *members*, and that information obtained in such risk management capacity may be provided to *ICRMP* in order to carry out the purposes of this *JPA*.

- (7) All notices required to be given under this *JPA* shall be delivered in writing. Notices by a *member* to *ICRMP* shall be sent to *ICRMP'S* principal place of business. Notices to any *member* shall be sent to the *member's* last known address. In the event that any party to this *JPA* desires to change its address, notice of change of address shall be sent to the other party by United States Mail, or e-mail to intake@icrmp.org.
- (8) Other procedural requirements may be established by applicable state law. Additionally, nothing contained in this *JPA* shall prohibit the *ICRMP Board* from adopting procedural standards or guidelines for the conduct of *Board* business or from authorizing administrative policies to guide *ICRMP's* internal affairs.
- (9) Confidentiality - *ICRMP* agrees to keep *member* information received confidential under the law of the state of Idaho or federal law. However, in cases of electronic breach of confidential information of a *member* or of *ICRMP*, it is agreed that *ICRMP* may share *member* confidential information with any governmental entity that will attempt to terminate, alleviate, or rectify the electronic breach, as well as to any appropriate state or federal law enforcement agency.
- (10) This *JPA* shall be automatically renewed, annually or periodically, consistent with *Board* established policy of insurance terms, absent withdrawal, cancellation or nonrenewal.

ARTICLE XVI. EXECUTION AND ATTEST.

In Witness hereof, this **JPA** is executed on the ____ day of _____ 20____, by the undersigned who are duly authorized officer(s) of the political subdivision indicated below and by **ICRMP**, pursuant to action taken by the governing Board of the **member** on the ____ day of _____ 20____ or by payment of the required premium of insurance. Such payment of premium for the policy of insurance, execution upon this **JPA** or upon execution of a prior counterpart accompanied by continuing renewal shall constitute agreement by the political subdivision to the terms and conditions of membership in **ICRMP** until proper written notice of withdrawal is provided as provided herein, or upon cancelation or nonrenewal of insurance under Idaho law.

POLITICAL SUBDIVISION: _____

By: _____
CHAIRMAN OF THE BOARD, MAYOR, OR OTHER
EXPRESSLY AUTHORIZED OFFICER

Title: _____

Attest/Witness: _____
CLERK OR OTHER AUTHORIZED OFFICER

ACCEPTED FOR THE IDAHO COUNTIES RISK MANAGEMENT
PROGRAM, UNDERWRITERS (ICRMP)

By: _____
EXECUTIVE DIRECTOR

ORDINANCE NO. O2023-17

AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE #O2022-14 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, TO REFLECT THE RECEIPT OF UNSCHEDULED REVENUES, INCREASING AND ESTABLISHING THE APPROPRIATIONS FOR EXPENDITURES IN VARIOUS DEPARTMENTS AND FUNDS, PROVIDING THAT THE TAX LEVY UPON TAXABLE PROPERTY WITHIN THE CITY IS NOT AFFECTED HEREBY, PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE REPEALED TO THE EXTENT OF SUCH CONFLICT, AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE UPON ITS PUBLICATION DATE.

Section 1. That Ordinance No. O2022-14, the appropriations ordinance for the City of Emmett, Idaho, for the fiscal year commencing October 1, 2022, and ending September 30, 2023, be and the same is hereby amended as follows:

That the addition of \$220,000 be appropriated to defray the necessary expenses and liabilities of the City of Emmett, Gem County, Idaho for the fiscal year beginning October 1, 2022, thereby amending Ordinance No. O2022-14.

Section 2. Purposes and Amounts of Appropriation. That the objects and purposes for which such appropriations are made, and the amounts of such appropriations are as follows after accounting for receipt of unscheduled revenues:

PROPOSED PROJECT EXPENDITURES

GENERAL FUND:		
PARKS	Capital Projects	\$ 220,000
TOTAL PROPOSED NEW EXPENDITURES		\$ 220,000

PROPOSED REVENUES/FUNDING RESOURCES

GENERAL FUND:		
PARKS	Local Government Investment Pool	\$ 220,000
TOTAL PROPOSED NEW REVENUES		\$ 220,000

Section 3. Tax Levy unaffected. That the tax levy established for the City of Emmett for the Fiscal year beginning October 1, 2021, shall be unaffected by this ordinance.

Section 4. Amendment of Conflicting Ordinances. That all ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of such conflict to conform to the appropriations made by this ordinance.

Section 5. This ordinance shall take effect and be in full force upon its passage, approval and publication in one issue of the Messenger Index, a newspaper of general circulation in the City of Emmett, and the official newspaper of said City.

PASSED under suspension of the rules upon which a roll call vote was taken and duly enacted an ordinance of the City of Emmett, Gem County, Idaho at a convened meeting of the City of Emmett City Council held on the 12th day of September, 2023.

ATTEST:

GORDON W. PETRIE
MAYOR

LYLEEN JEROME
CITY CLERK