

City of Emmett Council Meeting

April 11, 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  
Al Cinnamon offered the Community Invocation

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

**Council Absent:**

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

**Public Present:** Kristen Seitz, 315 E 3<sup>rd</sup> St, Emmett; Tina Hefley, 1022 S. Washington, Emmett, ID; Carla Porath, 403 E 2<sup>nd</sup>, Emmett, ID; Josh Cook, 6712 Stage Coach Rd, Nampa; Al Cinnamon, Emmett, ID.

**Public Present via telephone:** None

**Amendments to the Agenda:** None

**Declaration of Conflict of Interest:** Councilor Harris asked to be recused from decision on approval of Consent Agenda in regard to Bartender Permits. Councilor Butler asked to be recused from decision on approval of Cherry Festival Event.

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

**ELECTED OFFICIALS:**

Mayor Petrie made two proclamations, National Library Week and 2023 Arbor Day

City Council - None

Announcements and Good of the Order - None

**CONSENT AGENDA:**

**Approval of Minutes** – March 28, 2023

**Approval of Accounts Payables**

**Approval of Permits** – Bartenders: Maeve Bakic, Hanna Barrett, Lauren Galloway, Angela Gabiola, Michael Giery, Jody Harris, Roberta Rice, Kristen Rush

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

**BUSINESS:**

Tina Hefley, representing Gem County Chamber of Commerce requests approval of road closures for the 2023 Cherry Festival Event. Councilor Henderson **MOVED TO APPROVE THE USE OF THE CITY PARK AND ROAD CLOSURES FOR THE 2023 CHERRY FESTIVAL EVENT AND FOLLOW ALL STAFF REQUIREMENTS**. Seconded by Councilor Resinkin. **Motion carried by voice vote.**

Brian Sullivan, Building/Zoning Administrator request approval to waive the fee for the Rezone Application for 212 E 3<sup>rd</sup> Street. Council President Nebeker **MOVED TO APPROVE A FEE WAIVER REQUEST FOR A REZONE APPLICATION ON PROPERTY LOCATED AT 212 E. 3<sup>RD</sup> STREET SUBMITTED BY GEM COUNTY RECREATION DISTRICT**. Seconded by Councilor Henderson. **Motion carried by voice vote.**

Kristen Seitz, representing Gem County Recreation District requests approval for road closures for the Cherry Festival Children's Parade. Councilor Henderson **MOVED TO APPROVE ROAD CLOSURES FOR GEM COUNTY RECREATION DISTRICT CHILDRENS PARADE**. Seconded by Councilor Butler. **Motion Carried by voice vote.**

Kristen Seitz, representing Gem County Recreation District requests approval for road closures for the Holiday Magic Parade. Council President Nebeker **MOVED TO APPROVE ROAD CLOSURES FOR THE GCRD HOLIDAY MAGIC PARADE AND FOLLOW STAFF DIRECTIONS**. Seconded by Councilor Harris. **Motion Carried by voice vote.**

Steve Kunka, Police Chief requests approval of Resolution #R2023-01 **A RESOLUTION AMENDING THE LEXIPOL POLICY FOR THE EMMETT POLICE DEPARTMENT**. Councilor Henderson **MOVED TO APPROVE RESOLUTION #R2023-01**. Seconded by Councilor Resinkin. **Motion carried by voice vote.**

Stephanie Johnson, Deputy City Clerk requests approval of **Resolution #R2023-02 A RESOLUTION OF THE CITY OF EMMETT AUTHORIZING DESTRUCTION OF RECORDS**. Council President Nebeker **MOVED TO APPROVE RESOLUTION #R2023-02 A RESOLUTION OF THE CITY OF EMMETT AUTHORIZING DESTRUCTION OF RECORDS**. Seconded by Councilor Henderson. **Motion carried by voice vote.**

Clint Seamons, PW Director, requests approval for the Play Space Designs quote for the Emmett Splash Pad Councilor Butler **MOVED TO APPROVE PLAY SPACE DESIGNS QUOTE IN THE AMOUNT OF \$346,899.44 FOR THE EMMETT SPLASH PAD**. Seconded by Councilor Resinkin. **Motion carried by voice vote.**

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Clint Seamons, PW Director requests approval of the CTX Precast Concrete Products quote for the Emmett Splash Pad. Councilor Henderson **MOVED TO APPROVE CTX PRECAST CONCRETE PRODUCTS QUOTE IN THE AMOUNT OF \$72,837.80 FOR THE EMMETT SPLASH PAD.** Seconded by Councilor Butler. **Motion carried by voice vote.**

Clint Seamons, PW Director requests approval of payment to Innovative Concrete Construction Inc. Council President Nebeker **MOVED TO APPROVE PAYMENT TO INNOVATIVE CONCRETE CONSTRUCTION INC. IN THE AMOUNT OF \$30,000.00 FOR FIBER BUILDING AT LOCUST BOOSTER AND USING ARPA FUNDS.** Seconded by Councilor Henderson. **Motion carried by voice vote.**

Curt Christensen, Fire Chief requests approval of ESO Agreement. Councilor Henderson **MOVED TO APPROVE THE AGREEMENT WITH ESO AND FOR THE MAYOR TO SIGN.** Seconded by Councilor Resinkin. **Role Call Vote** – Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Henderson – AYE, Councilor Harris – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE. **6-AYES 0-NOES Motion Carried.**

**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

Adjourn – Councilor Henderson **MOVED TO ADJOURN,** Seconded by Councilor Harris. **Motion Carried by voice vote.**

**Meeting Adjourned 7:36 p.m.**

\_\_\_\_\_  
Mayor Gordon Petrie

\_\_\_\_\_  
Lyleen Jerome, City Clerk

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# CITY OF EMMETT

## Bartender Permit Checklist

Applicant Name NATALIE COLLANTES

Date Application Received 03/28/23 By SJ

- New Application**       **Renewal Application**
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

### Police Department

Background Check W. K.

Emmett Police Name/Records Check

✓ Gem County Sheriff's Name/Records Check

✓ Application Approved

W. K. Application Denied

W. K. Chief of Police (signature)

4-20-23 Date

Fingerprint Results Attached (New only) \_\_\_\_\_

### City Council

Added to Council Agenda for approval

City Council Approved Yes  No  4/25/23  
Council Date

### Official Permit

Created \_\_\_\_\_

Mailed \_\_\_\_\_

Tracking # \_\_\_\_\_



**HEALTH DISTRICT III  
SUBGRANT**

**SUBGRANT NUMBER:** 2023-ECCHS-25  
**SUBGRANTEE:** Emmett Police Department  
**TITLE:** Emmett City Park Environmental Project

This Subgrant is entered into by **SOUTHWEST DISTRICT HEALTH** (herein after referred to as SWDH), 13307 Miami Lane, Caldwell, ID 83607 and **EMMETT POLICE DEPARTMENT**, hereinafter referred to as the **SUBGRANTEE**. This Subgrant is anticipated to be effective as of **4/19/2023** and will expire on **6/30/2023**.

The Subgrantee agrees to provide, and SWDH agrees to accept the services detailed in the Scope of Work and generally described as follows:

The following Attachments are hereby incorporated by reference and made a part of this Subgrant:

General Terms and Conditions  
Scope of Work  
Reports  
Cost/Billing Procedure

**TOTAL SUBGRANT AMOUNT:** \$7,926.00

**Subgrant Monitor:** Tara Woodward

**Subgrant Manager:** Charlene Cariou

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## General Terms and Conditions

I. DEFINITIONS. As used in the Subgrant, the following terms shall have the meanings set forth below:

- A. Subgrant shall mean the Subgrant Cover Sheet, these General Terms and Conditions, and all Attachments identified on the Subgrant Cover Sheet. The Subgrant shall also include any negotiated and executed amendment to the Subgrant or any task order negotiated, executed, and implemented pursuant to provisions of the Subgrant.
- B. Subgrant Manager shall mean that person appointed by the District to administer the Subgrant on behalf of the District. "Subgrant Manager" includes, except as otherwise provided in the Subgrant, an authorized representative of the Subgrant Manager acting within the scope of his or her authority. The District may change the designated Subgrant Manager from time to time by providing notice to the Subgrantee as provided in the Subgrant.
- C. Subgrantee shall mean that individual, partnership, corporation, or other entity who executes the Subgrant or performs services under the Subgrant. The Subgrantee shall include any subSubgrantee retained by the Subgrantee as permitted under the terms of the Subgrant.
- D. District shall mean Southwest District Health, its divisions, sections, offices, units, or other subdivisions, and its officers, employees, and agents.

II. SUBGRANT EFFECTIVENESS. It is understood that this Subgrant or any Amendment is effective when it is signed by all parties, or at a later date if specified in the Subgrant or Amendment. The Subgrantee shall not render services to the District until the Subgrant or Amendment has become effective. The District will not pay for any services rendered prior to the effective date of the Subgrant or Amendment.

III. RENEWAL. The District reserves the right to extend this Subgrant for additional periods, not to exceed a total of four (4) years, provided the Subgrantee has demonstrated satisfactory performance in the previous year. Any extension or amendment of this Subgrant shall be in writing, signed by both parties.

IV. INDEPENDENT SUBGRANTEE STATUS.

- A. Status. The Subgrantee's status under the Subgrant shall be that of an independent Subgrantee and not that of an agent or employee of the District. The Subgrantee shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items.

V. ASSIGNMENT AND SUBSUBGRANTING. The Subgrantee shall not subSubgrant or assign the Subgrant without the prior written approval of the District. The District will not approve subSubgrants unless such subSubgrants contain all federal and state requirements and such conditions and provisions as the District may, in its sole judgment, deem necessary. Notwithstanding the District's approval of any subSubgrant, the Subgrantee shall be solely responsible for the satisfactory performance of all subSubgrantees and subSubgranted services and for the compensation of all subSubgrantees. The Subgrantee shall be and shall remain liable for all damages to the District caused by negligent performance or non-performance of the subSubgranted services.

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## VI. RECORDS AND DATA

- A. Fiscal Records. The Subgrantee shall maintain fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Subgrant.
- B. Records Maintenance. The Subgrantee shall maintain all records and documents relevant to the Subgrant for three (3) years from the date of final payment to the Subgrantee. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the Subgrantee shall maintain records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later.
- C. Termination of Subgrant. If the existence of the Subgrantee is terminated by bankruptcy or any other cause, all program and fiscal records related to the Subgrant in the Subgrantee's possession shall become the property of the District and the Subgrantee shall immediately deliver such records to the Subgrant Manager.
- D. Records Review. All records and documents relevant to the Subgrant, including but not limited to fiscal records, shall be available for and subject to inspection, review or audit, and copying by the District and other personnel duly authorized by the District, and by federal inspectors or auditors. The Subgrantee shall make its records available to such parties at all reasonable times, at either the Subgrantee's principal place of business or upon premises designated by the District.
- E. The Subgrantee shall include the requirements of this section in all approved subSubgrants and assignments.

VII. CONFIDENTIALITY. The Subgrantee shall comply with all applicable state and federal laws, rules, and regulations concerning confidentiality. The District will furnish the Subgrantee with copies of applicable statutes, rules, and regulations upon receipt of a written request from the Subgrantee.

VIII. PUBLIC RECORDS. Pursuant to Idaho Code Title 74, Chapter 1, as amended during the term of the Subgrant, information or documents received from the Subgrantee may be open to public inspection and copying unless they are exempt from disclosure. The Subgrantee shall clearly designate individual documents as "exempt" and shall indicate the basis for such exemption. The Subgrantee shall indemnify and defend the District for honoring such a designation. The Subgrantee's failure to designate as exempt any document that is released by the District shall constitute a complete waiver of any and all claims for damages caused by any such release. If the District receives a request for materials claimed exempt by the Subgrantee, the Subgrantee shall provide the legal defense for such claim.

## IX. CUSTOMER SERVICE

- A. Telephone Subgrantees who have direct contact with the public in fulfilling this Subgrant shall have their main, published telephone numbers answered by a person during normal business hours or if a voice mail directory is used to direct callers, the caller must have the option of speaking to a person. Voice mail for Subgrantee staff shall provide an option for the caller to obtain immediate assistance if necessary. The Subgrantee shall endeavor to return telephone calls the same day, and shall respond to phone calls and e-mails not later than forty-eight (48) hours or two (2) business days after the initial contact, whichever is later.

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- B. Correspondence The Subgrantee shall respond to written correspondence within ten (10) business days. The Subgrantee shall provide clear, understandable, timely and accurate written information to District customers as required by this Subgrant.
- C. Policies The Subgrantee shall treat District staff and customers with respect and dignity, and shall demonstrate a caring attitude to all who ask for assistance. Subgrantees shall have a written customer service policy that describes how customer service will be incorporated into policies and training.

X. BINDING EFFECT OF FEDERAL PURCHASE OF SERVICE REGULATIONS AND STATE PLANS. The Subgrant is subject to the provisions of any relevant federal regulations and any relevant provisions of agreements between the State of Idaho and the United States, including but not limited to State Plans, in effect at the time the Subgrant is executed, or which thereafter become effective. Such regulations and agreements are on file in the Central Office of the District and are available for inspection by the Subgrantee during regular business hours.

XI. FEDERAL AND STATE AUDIT EXCEPTIONS. If a federal or state audit indicates that payments to the Subgrantee fail to comply with applicable federal or state laws, rules or regulations, the Subgrantee shall refund and pay to the District any compensation paid to the Subgrantee arising from such noncompliance, plus costs, including audit costs.

XII. COMPLIANCE WITH CERTAIN LAWS.

- A. Nondiscrimination. The Subgrantee shall provide all services funded through or affected by the Subgrant without discrimination on the basis of race, color, national origin, religion, sex, age, and physical or mental impairment, and shall comply with all relevant sections of the following: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; and, The Americans with Disabilities Act of 1990. The Subgrantee shall comply with pertinent amendments to such laws made during the term of the Subgrant and with all federal and state rules and regulations implementing such laws.
- B. HIPAA. The Subgrantee acknowledges that it may have an obligation, independent of this Subgrant, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, the Subgrantee shall comply with all amendments to the law and federal regulations made during the term of the Subgrant.
- C. Lobbying.
  - 1. The Subgrantee certifies that none of the compensation under the Subgrant has been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any Subgrant, grant, loan, or cooperative agreement.
  - 2. If any funds, other than funds provided by the Subgrant, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the Subgrant, the Subgrantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and submit a copy of such form to the District.

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3. The Subgrantee shall require that the language of this certification be included in any subSubgrant, at all tiers, (including grants, subgrants, loans, and cooperative agreements) entered into as a result of the Subgrant, and that all sub-recipients shall certify and disclose as provided herein.
  4. The Subgrantee acknowledges that a false certification may be cause for rejection or termination of the Subgrant, and that the Subgrantee's execution of the Subgrant is a material representation of fact upon which the District relied in entering the Subgrant.
- D. Qualification. The Subgrantee certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the terms of the Subgrant by a government entity (federal, state or local);
  2. Have not, within a three (3) year period preceding the Subgrant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Subgrant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
  4. Have not within a three (3) year period preceding the Subgrant had one or more public transactions (federal, state, or local) terminated for cause or default.
  5. The Subgrantee acknowledges that a false statement of this certification may be cause for rejection or termination of the Subgrant and subject the Subgrantee, under 18 U.S.C. Section 1001, to a fine of up to \$10,000.00 or imprisonment for up to five (5) years, or both.
- E. Illegal Aliens. The Subgrantee warrants that any Subgrant resulting from this Solicitation is subject to Executive Order 2009-10 ([http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for termination of its Subgrant.
- F. Single Audit Act. The Subgrantee acknowledges that it may have an obligation; independent of this Subgrant, to comply with the terms of the "Single Audit Act" of 1984. Funds provided under the Subgrant may be used to pay for compliance with this act in proportion to other funding sources available to the Subgrantee for the services provided pursuant to the Subgrant.

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- G. Local Contribution To Funding. If funding for the Subgrant is tied to a local contribution or match:
1. The Subgrantee certifies that none of the local contribution or match funds are federal funds, are derived from or are in lieu of federal funds, and none of said funds have been used, or have been substituted for funds used, to earn other federal funds.
  2. The Subgrantee further certifies that any costs incurred by the Subgrantee prior to the Subgrant will not be allowable to or included as a cost of any other state or federally financed program in either the current period or any prior period.

### XIII. CONFLICT OF INTEREST.

- A. Public Official: No official or employee of the District and no other public official of the State of Idaho or the United States government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Subgrant shall, prior to the termination of the Subgrant, voluntarily acquire any personal interest, direct or indirect, in the Subgrant or proposed Subgrant.
- B. Subgrantee: The Subgrantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Subgrantee further covenants that in the performance of the Subgrant, no person who has any such known interests shall be employed.

XIV. LICENSES. For the duration of the Subgrant, the Subgrantee shall maintain in effect, and have in its possession, all licenses required by federal, state and local laws, rules and regulations, including, but not limited to business and professional licenses.

### XV. REMEDIES.

- A. Remedial Action If any of the Subgrantee's responsibilities do not conform to Subgrant requirements, the District shall consult with the Subgrantee and may at its sole discretion require any of the following remedial actions, taking into account the nature of the deficiency:
1. require the Subgrantee to take corrective action to ensure that performance conforms to Subgrant requirements;
  2. reduce payment to reflect the reduced value of services received;
  3. require the Subgrantee to subSubgrant all or part of the service at no additional cost to the District; or
  4. terminate the Subgrant.
- B. Termination for Cause. Either party may terminate the Subgrant immediately upon written notice, or upon such notice as such party, in its sole discretion, deems appropriate, if at any time: (a) the other party is in material breach of any warranty, term, condition, covenant or obligation under the Subgrant; (b) judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the Subgrant infeasible or impossible; (c) the Subgrantee's license or certification required by law is suspended, not renewed, or is otherwise not in effect at the time service is provided; or (d) the Subgrantee fails to comply with any applicable law, regulation, or rule.
- C. Termination for Convenience. The District or Subgrantee may cancel this subgrant at any time without cause upon thirty (30) calendar days' written notice specifying the date of termination. The obligations and liabilities of the parties shall cease upon the date of termination, except that the obligations or liabilities incurred prior to the termination shall be honored.

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- D. Effect of Termination Upon termination by the District, the Subgrantee shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to the District any property provided by the District pursuant to the Subgrant; and, (c) deliver or otherwise make available to the District all data, reports, estimates, summaries and such other information and materials as may have been accumulated by the Subgrantee in performing the Subgrant, whether completed or in process. Upon termination by the District, the District may take over the services and may award another party a Subgrant to complete the services contemplated by the Subgrant. Upon termination for cause, the District shall be entitled to reimbursement from the Subgrantee for losses incurred as a result of the Subgrantee's breach.
- E. Survival of Terms Any termination, cancellation, or expiration of the Subgrant notwithstanding, provisions which are intended to survive and continue shall survive and continue, including, but not limited to, the provisions of Sections IV (Independent Subgrantee Status), VI (Records and Data), XI (Federal and State Audit Exceptions), and XII (Compliance with Certain Laws).

#### XVI. MISCELLANEOUS.

- A. Disposition of Property. At the termination of the Subgrant, the Subgrantee shall comply with relevant federal and state laws, rules and regulations and, as applicable, 2 CFR §§ 200.310-316 concerning the disposition of property purchased wholly or in part with funds provided under the Subgrant.
- B. Governing Law. The Subgrant shall be governed by and construed under the laws of the State of Idaho.
- C. Officials Not Personally Liable. In no event shall any official, office, employee or agent of the State of Idaho or of the District be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, the Subgrant, express or implied.
- D. Time of Performance. Time is of the essence with respect to the obligations to be performed under the Subgrant; therefore, the parties shall strictly comply with all times for performance.
- E. Notices. Any notice given in connection with the Subgrant shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address stated below. Either party may change its address by giving notice of the change in accordance with this section.
- F. Non-waiver of Breach. The failure of the District to require strict performance of any term or condition of the Subgrant, or to exercise any option herein, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect unless there is a prior written waiver by the District.
- G. Complete Statement of Terms. The Subgrant constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties. The Subgrant may not be released, discharged, changed, extended, modified, subSubgranted or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the District, except to the extent provided by an instrument in writing signed by a duly authorized representative of the District and the Subgrantee.
- H. Priority of Subgrant Documents. The Subgrant consists of and precedence is established by the order of the following documents incorporated into this Subgrant: 1) the Attachments identified on the Subgrant Cover Sheet; 2) these General Terms and Conditions; and, 3) the Subgrant Cover Sheet. These documents are complementary and what is required by one shall be binding as if required by

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all. In the case of any conflict or inconsistency arising under the documents, a higher priority document shall supersede a lower priority document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents. No conflict or inconsistency shall be deemed to occur in the event an issue addressed in one of the above mentioned documents is an additional or supplemental requirement to an issue addressed in another of such documents.

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- I. Severability If any term or provision of the Subgrant is held by the court to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Subgrant did not contain the particular term or provision held to be invalid.

IN WITNESS WHEREOF, the parties have executed this agreement.

SUBGRANTEE:

SOUTHWEST DISTRICT HEALTH:

\_\_\_\_\_  
Name of Subgrantee

Southwest District Health

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Name of Signature Authority (printed)

Nikki Zogg

\_\_\_\_\_  
Name of Signature Authority (printed)

\_\_\_\_\_  
Title

Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Mailing Address:

Mailing Address:

13307 Miami Lane

Caldwell, ID 83607

\_\_\_\_\_  
Telephone No.

208-455-5315

\_\_\_\_\_  
Telephone No.

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#### GENERAL REQUIREMENTS:

- A. This subgrant is funded by Partnership for Success Grant awarded “upon receipt of the Notice of Award (NOA) through the Idaho Office of Drug Policy and Southwest District Health with a total award amount of \$215,270.89.
- B. This subgrant supports the Southwest District Health Strategic Plan and the Community Health Priorities.
- C. Reserved.
- D. The Subgrantee must adhere to the following:
  - 1. Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments. [www.ecfr.gov](http://www.ecfr.gov) - CFR Title 45 Part 75, Subpart C, 75.201.
- E. The Subgrantee must read and comply with:
  - 1. [Partnerships for Success Grant Manual](#)
- F. The Subgrantee must receive prior written approval from the District for any deviations from the budgeted services or activities. The Subgrantee must be financially responsible for costs deemed unallowable or unapproved by the subgrant monitor. Unallowable costs are outlined in Cost/Billing Procedures, paragraph B.
- G. The Subgrantee must share this scope of work with staff, as applicable, to ensure their knowledge of the expectations and ability to meet subgrant requirements.
- H. Staffing
  - 1. The Subgrantee must maintain staffing with the knowledge and skills to accomplish subgrant services and activities. Changes in key staff positions must be reported to the subgrant monitor within thirty (30) calendar days.
- I. Monitoring
  - 1. The Subgrantee must comply with all programmatic and financial monitoring activities required by the District as outlined in this subgrant, including on-site review as requested, and as outlined in the Subgrant Terms and Conditions, Sections 3-5.
  - 2. The Subgrantee must have available for review, upon request, any documents, papers, or other records which are pertinent to this subgrant. The Subgrantee must provide timely and reasonable access to personnel for the purposes of interview and discussion related to such documents.
  - 3. The Subgrantee must respond to all deficiencies pertaining to monitoring of the subgrant in a timely and appropriate manner.
- J. Acknowledging Federal Support:
  - 1. **Audio-visuals** -- The production of this [type of audiovisual (motion picture, television program, etc.) was supported by Grant SP090981-01 from the Substance



Abuse & Mental Health Services Administration. Its contents are solely the responsibility of [the Emmett Police Department] and do not necessarily represent the official views of the District or SAMHSA.

2. **Publications** -- The project described was supported by SP080981-01 from Substance Abuse Mental Health Services Administration (SAMHSA). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the District or SAMHSA. Southwest District Health [March, 2023].

K. The Subgrantee must comply with subaward and executive compensation reporting requirements as required by the Federal Funding Accountability and Transparency Act (FFATA). 2 CFR 170.

L. Reserved.

M. **Reserved.**

## I. **SUBGRANT SERVICES AND ACTIVITIES**

### A. Emmett City Park Environmental Project

1. Emmett Police Department will serve as the main point of contact for all grant deliverables, including being the recipient of funds and overseeing the implementation of the project.
2. Emmett Police Department will purchase all materials, pay invoices to third party vendors, submit invoices to SWDH for reimbursement, track deliveries and installation, and report on grant deliverables/participate in evaluation activities.
3. City of Emmett Public Works will oversee the installation of the lights and signage in the park, including the rewiring of the light poles by the contracted electrician.
4. The Emmett Police Department will communicate to the community (ex: press release, media release, etc.) that the new lighting in the park will help to prevent and reduce youth substance use in Emmett City Park, and to create a safer environment for all.
5. Emmett Police Department will monitor the impact of the project and will submit two reports to SWDH. This will include information from the Emmett Police Department including the # of incidents in area prior to intervention, and # of incidents in area post intervention approximately 6 months after installation, and a year after completion of the project. Data submitted will also include the data identified by the Emmett Police Department in the project application. This will include the # of calls to the park between 5 pm and 6 am pre and post installation, and qualitative data to assess the increase of youth engaging in healthy activities in the evening hours.



**COST/BILLING PROCEDURES**

**COST:**

This is a Cost Reimbursement subgrant.

1. **Cost Reimbursement:** These subgrants establish, in a pre-approved budget, an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the subgrantee may not exceed (except at its own risk) without the approval of the subgranting officer.

Cost reimbursement subgrants must meet all three of the following criteria: (1) uncertainties involved in subgrant performance do not permit costs to be estimated with sufficient accuracy to use any type of firm fixed fee subgrant; (2) when the subgrantee’s accounting system is adequate for determining costs applicable to the subgrant; and (3) when appropriate, District monitoring of performance will provide reasonable assurance that appropriate and efficient methods and effective cost controls are used.

The District will pay up to the total amount as outlined below for services satisfactorily provided.

**COST REIMBURSEMENT EXAMPLES:**

Emmett City Park Environmental Project:

Item	Estimated Budget
Camera	\$400.00
Camera cables and mounting equipment	\$100.00
Area Lights (13 at \$349 each)	\$4,537.00
Adjustable wattage and color temp wall mounted lights (4 packs at \$257.49 each)	\$1,029.96
Custom signs (6 at \$60 each)	\$360.00
Electrician Personnel Hours (15 hours at \$100 per hour)	\$1,500.00
<b>TOTAL NOT TO EXCEED BUDGET</b>	<b>\$7,926.00</b>



- A. The Subgrantee may request a transfer of the identified budgeted amounts between line items. Any requests for budget transfers/adjustments between line items must have prior written approval of the District.
- B. The Subgrantee must ensure that the amount billed for this subgrant only includes costs directly related to and necessary for the activities in accordance with the intent of the federal grant.
  - a. Subgrant funds may not be used for research and development, construction, reimbursement of pre-subgrant costs, purchase of promotional items, personal use items, conferences or meetings not associated with the subgrant, entertainment costs, lobbying activities, clinical care, purchase of vehicles, purchase of incentive items, meals and refreshments, sporting events, housing, purchase of buildings or structure, direct payments to individuals to induce them to enter services or encourage attendance and/or attainment of prevention goals, alcohol, tobacco, drugs, sterile needles, syringes, or pharmaceuticals, unless otherwise specified.
  - b. Federal funds shall be used to supplement and not supplant other federal, state, and local public funds.
- C. The Subgrantee must not assign a cost to a federal award as a direct cost if any other cost for the same purpose in like circumstances has been allocated as an indirect cost.
- D. The Subgrantee must apply all costs consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the Subgrantee.
- E. The indirect cost rate applied to this subgrant is a de minimus rate of 10%.
- F. Reserved.





**BILLING PROCEDURES:**

The Subgrantee must provide an invoice, and additional supporting documentation including receipts within 10 calendar days after purchase.

Invoices will be processed by the district for payment no later than thirty (30) calendar days once all required documentation is received. Invoices received without the required documentation will be returned to the Subgrantee for resubmission. No invoice shall be accepted or paid without required documentation. All invoices must be submitted to SWDH by May 31, 2023.

The invoice must include, but is not limited to:

1. *Organization's name and contact information (billing address, phone, name, and e-mail of contact person)*
2. *Invoice date*
3. *Invoice billing period (dates of service)*
4. *Subgrant number*

Invoices and reports are to be submitted to:

Partnerships for Success/Environmental and Community Health  
Southwest District Health  
[invoiceprocessing@phd3.idaho.gov](mailto:invoiceprocessing@phd3.idaho.gov)

**CLOSEOUT PERIOD:** The subrecipient will be given forty-five (45) calendar days to submit a final invoice to the District for costs outlaid during the subgrant performance period. Final invoices received without backup/supporting documentation or with errors will be returned to the Subgrantee for resubmission.



## REPORTS

**Report Description:** Bi-annual impact report- The report must contain:

- the # of incidents in area prior to intervention, and # of incidents in area post intervention approximately 6 months after installation, and a year after completion of the project
- the # of calls to the park between 5 pm and 6 am before installation and approximately 6 months after installation, and a year after completion of the project
- qualitative data collected to assess the increase of youth engaging in healthy activities in the evening hours
- copies of any public facing communications from the City or Police Department regarding the project

**Report Format:** Form provided electronically by the District

**Report Due Date:** Bi-annual: 6 months after installation and 1 year after installation.

DUE: November 1, 2023

DUE: May 1, 2024

LEGAL NOTICE

CITY OF EMMETT, IDAHO

Treasurer Financial Report for Quarter Ending March 2023

FUND	BUDGET	YTD Receipts	YTD Expenditures	% Rec	% Exp
<b>General Fund</b>	\$ 3,307,616.00	\$ 1,956,893.79	\$ 1,641,450.40	59%	50%
Personnel			\$ 906,187.85		
Insurance			\$ 200,058.30		
Capital Outlay			\$ 535,204.25		
<b>Street Fund</b>	\$ 740,539.00	\$ 408,656.41	\$ 278,041.35	55%	38%
Personnel			\$ 88,152.69		
Insurance			\$ 26,162.84		
Capital Outlay			\$ 163,725.82		
<b>Library Fund</b>	\$ 280,587.00	\$ 170,135.18	\$ 122,741.87	61%	44%
Personnel			\$ 82,725.29		
Insurance			\$ 12,525.58		
Capital Outlay			\$ 27,491.00		
<b>Cemetery</b>	\$ 134,266.00	\$ 69,246.56	\$ 63,054.29	52%	47%
Personnel			\$ 39,563.10		
Insurance			\$ 7,581.44		
Capital Outlay			\$ 15,909.75		
<b>Perpetual Care</b>	\$ 4,200.00	\$ 4,569.12	\$ -	109%	0%
<b>TOTAL</b>	\$ 4,467,208.00	\$ 2,609,501.06	\$ 2,105,287.91	58%	47%

<b>Enterprise Funds: Water/Sewer/Sanitation/Technology</b>					
<b>Water</b>	\$ 2,016,300.00	\$ 898,730.44	\$ 595,399.46	45%	30%
Personnel			\$ 253,054.49		
Insurance			\$ 76,818.97		
Capital Outlay			\$ 265,526.00		
Bond Repayment			\$ -		
<b>Sewer</b>	\$ 2,412,200.00	\$ 1,233,774.89	\$ 1,043,224.25	51%	43%
Personnel			\$ 233,341.32		
Insurance			\$ 65,417.28		
Capital Outlay			\$ 581,133.74		
Bond Repayment			\$ 163,331.91		
<b>Sanitation</b>	\$ 716,571.00	\$ 370,874.16	\$ 374,100.55	52%	52%
Personnel			\$ 33,268.31		
Insurance			\$ 5,501.20		
Capital Outlay			\$ 335,331.04		
<b>Technology</b>	\$ 21,000.00	\$ 11,895.18	\$ 2,933.90	57%	14%
Capital Outlay			\$ -		
<b>TOTAL ENTERPRISE FUNDS</b>	\$ 5,166,071.00	\$ 2,515,274.67	\$ 2,015,658.16	49%	39%
<b>Other</b>	\$ 15,300.00	\$ 30,732.80	\$ 102,134.77		
<b>TOTAL ALL FUNDS</b>	\$ 9,648,579.00	\$ 5,155,508.53	\$ 4,223,080.84	53%	44%

*Citizens are invited to inspect the detailed supporting records of the above financial statement.*

*City of Emmett is an Equal Opportunity Employer*

*Lyleen Jerome, City Clerk/Treasurer*

Emmett Fire Department

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501 E. Main St.

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Emmett, ID 83617

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April 19, 2023

Re: A motion to approve the surplussing of Fire Department Equipment

Mayor, City Council:

Attached is a spreadsheet of equipment.

I recommend the following motion: **"Motion to allow the Fire Chief Curt Christensen to surplus the equipment as specified in the attached spreadsheet."**

Thank you for considering,

Curt Christensen  
Chief Emmett Fire Department



<b>Ready Rack</b>	1	\$300	Gem County Fire Department
<b>Booster Hose Reels</b>	2	\$300	Gem County Fire Department



**EMMETT PUBLIC WORKS DEPARTMENT**  
601 East 3<sup>rd</sup> 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 Josh Wester and City of Emmett with Mayor to sign.**

Attached is the lease for your review.

Thank you,

Clint Seamons, Public Works Director

## LEASE AGREEMENT

Lease agreement dated \_\_\_\_\_, 202\_\_ (“Lease”), between the City of Emmett, an Idaho municipal corporation, with an address of 501 E. Main St., Emmett, ID 83617 (“Landlord”) and Josh Wester, with an address of 2425 E Quail Run Rd, Emmett, ID 83617 (“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 \_\_\_\_\_, 202\_\_ 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 two (2) tie-down space at the Emmett Airport. Rent will be \$500.00. 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 with 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: If 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, then 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:** If Landlord undertakes airport renovation and/or expansion or any other project which requires the use of the Premises, then 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 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. Tenant shall begin construction of the hangar within six (6) months from the date of Lease commencement. Failure to begin construction within six (6) months from the date of Lease commencement shall cause this Lease to be null and void, unless Tenant applies for an extension of time which is subsequently approved by the city council. To be valid, Tenant's application for time extension shall be submitted in writing to the Landlord within six (6) months from the date of Lease commencement, shall state the reasons for failure to begin construction, and shall also include a proposed length of extension, which may not exceed twelve (12) months from the date of Lease commencement. Only one extension may be granted by the City Council, in the City Council's sole discretion. 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.

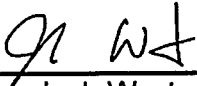
26. **SALE OF HANGAR:** Tenant shall not sell the hangar without first obtaining written permission from Landlord. Landlord shall not unreasonably withhold its consent. Any sale shall be subject to the terms of this Lease.

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 \_\_\_\_\_, 202\_\_.

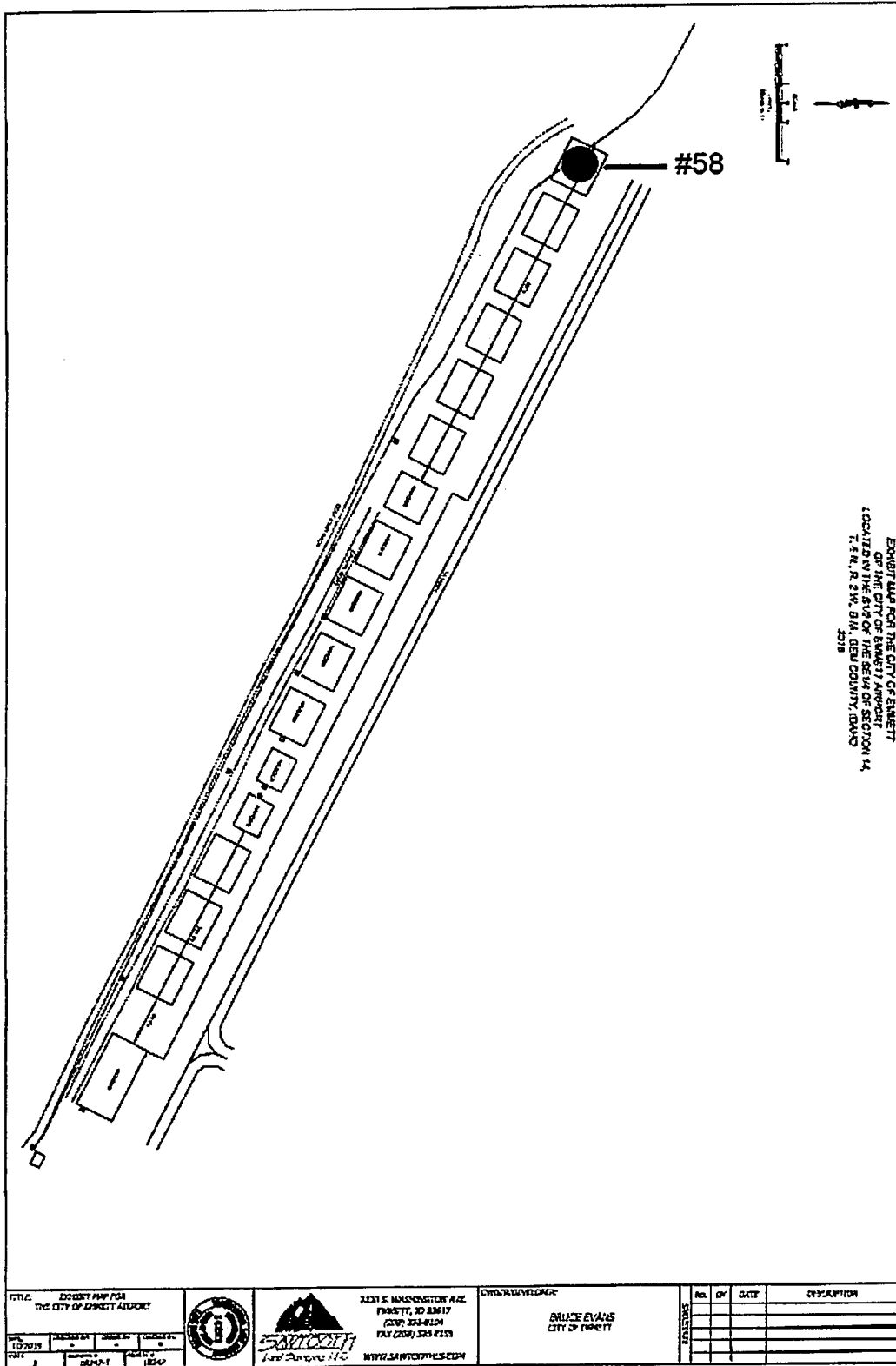
LANDLORD:  CITY OF EMMETT	TENANT:  
By: Its: Mayor	By: Josh Wester Its:

Attest:

City Clerk

\_\_\_\_\_

Exhibit A





**EMMETT PUBLIC WORKS DEPARTMENT**  
601 East 3<sup>rd</sup> 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 amended and restated hanger lease William P. Geer, Sheri Slade-Geer and Jeff Eckberg and the City of Emmett with Mayor to sign.**

Attached is the letter for your review.

Thank you,

Clint Seamons, Public Works Director

ON MAYOR LETTERHEAD OR CITY OF EMMETT LETTERHEAD  
needs mayor signature after approval. Jake composed this termination letter.

Date

Termination of Hanger Lease William P. Geer, Sheri Slade-Geer and Jeff Eckberg

The City of Emmett hereby grants permission to William P. Geer, Sheri Slade-Geer and Jeff Eckberg to sell their hangar to Josh Wester. Upon Josh Wester entering into a Lease Agreement with the City, the amended and restated lease agreement between William P. Geer, Sheri Slade-Geer and Jeff Eckberg and the city of Emmett dated April 12, 2022 shall be terminated.

Gordon W. Petrie  
Mayor



**EMMETT PUBLIC WORKS DEPARTMENT**  
601 East 3<sup>rd</sup> Street - Emmett, Idaho 83617  
**Clint Seamons, Public Works Director**

Tuesday, April 4, 2023

Mayor, City Council:

I am requesting a **MOTION to reject all bids for Upper Pressure Zone 1 Storage Tank and Future Booster Station Bid Schedule 1 and Bid Schedule 2 due to BIDS being significantly higher than engineer estimates.**

Attached are the BID documents for your review.

Thank you,

Clint Seamons, Public Works Director

**NOTICE OF AWARD**

---

Date of Issuance: April 17, 2023  
Owner: City of Emmett Owner's Contract No.:  
Engineer: Keller Associates, Inc. Engineer's Project No.: 210022-086  
Project: Upper Pressure Zone 1 Storage Tank & Future Booster Station Contract Name:  
Bidder: Paul Construction, Inc.  
Bidder's Address: P.O. Box 1117, Meridian, ID 83680

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated [April 11, 2023] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Upper Pressure Zone 1 Storage Tank and Future Booster Station Bid Schedule 1 and Bid Schedule 2.

The Contract Price of the awarded Contract is: \$1,415,000.00 [Bid Schedule 1] + \$195,000.00 [Bid Schedule 2] = \$1,610,000.00 [Total]

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [2] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner:

Authorized Signature

By:

Title:

Copy: Engineer





100 East Bower Street, Suite 110  
Meridian, ID 83642

(208) 288-1992

April 17, 2023

Clint Seamons  
City of Emmett Public Works  
601 E. 3<sup>rd</sup> Street  
Emmett, ID 83617

**Re: Upper Pressure Zone 1 Storage Tank and Future Booster Station  
Recommendation of Notice of Award**

Dear Clint:

On April 11, 2023, the City of Emmett (Owner) received three bids for construction of the Upper Pressure Zone 1 Storage Tank and Future Booster Station. Keller Associates recommends that the Owner issue a Notice of Award to the low bidder, who is Paul Construction, Inc. in the amount of \$1,610,000.00. Their bid package is complete and responsive. Paul Construction, Inc. is a competent contractor with a solid reputation for performing quality work. A Notice of Award certificate for the Owner's consideration has been enclosed. Please contact me at 208-288-1992 with any questions.

Sincerely,

**KELLER ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read "Justin Walker".

Justin Walker, P.E.  
Project Manager

Enclosures

# AMENDMENT TO OWNER-CONSULTANT AGREEMENT

## Amendment No. 02

### Background Data:

Effective Date of Owner-Consultant Agreement: March 23, 2022  
Effective Date of this Amendment: April 25, 2023  
Owner: City of Emmett  
Consultant: Keller Associates, Inc.  
Project: Upper Pressure Zone 1 Storage Tank and Future Booster Station  
KA # 210022-086

### Nature of Amendment:

*Keller Associates has completed the final design and bidding phase of this project; DEQ has approved the construction plans and specifications. This Amendment refines the scope of work and establishes the compensation for the construction engineering phase of the project. The original Scope of Work is modified as follows.*

*Project Description: It is noted that the City intends that the Contractor that is awarded the project will construct all project improvements, not just the water tank and construction of the booster station is not part of this project.*

**TASK 1: Project Management**, Clarify that project management services will be provided for an additional nine months which includes up to eight months for construction and another 30-day project close-out period to achieve final completion.

**TASK 7.2: Record Drawings**, Add the following, "Record drawings will be marked up PDFs using Bluebeam software."

### Compensation Summary:

The compensation for the individual tasks are modified as shown in the table below. As compensation for services to be performed by the Consultant, Owner will pay the Consultant as described in the following Table. The total authorized budget amount for T&M tasks shall not be exceeded without written authorization from the Owner. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated semi-annually generally in January and July. Lump sum amounts shall include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

<b>Task</b>	<b>Billing Basis</b>	<b>Original Agreement</b>	<b>Prior Amendments</b>	<b>This Amendment</b>	<b>Total</b>
<i>Task 1: Project Management</i>	<i>LS</i>	<i>\$4,600</i>	<i>\$3,450</i>	<i>\$7,400</i>	<i>\$15,450</i>
<i>Task 2: Preliminary Engineering Report</i>	<i>LS</i>	<i>\$32,100</i>	<i>-</i>	<i>-</i>	<i>\$32,100</i>
<i>Task 3: Final Design</i>	<i>LS</i>	<i>TBD</i>	<i>\$80,305</i>	<i>-</i>	<i>\$80,305</i>
<i>Task 4: Services during Bidding</i>	<i>LS</i>	<i>TBD</i>	<i>\$5,910</i>	<i>-</i>	<i>\$5,910</i>
<i>Task 5: Construction Phase Services</i>	<i>LS</i>	<i>TBD</i>	<i>TBD</i>	<i>\$88,400</i>	<i>\$88,400</i>
<i>Task 6: Construction Observation Services</i>	<i>T&amp;M</i>	<i>TBD</i>	<i>TBD</i>	<i>\$34,400</i>	<i>\$34,400</i>
<i>Task 7: Project Closeout</i>	<i>LS</i>	<i>TBD</i>	<i>TBD</i>	<i>\$9,400</i>	<i>\$9,400</i>

Task 8: Permitting	T&M	\$1,300	-	-	\$1,300
Task 9: Booster Station (future task)	LS	TBD	TBD	TBD	TBD
<b>Subtotal Cost</b>		<b>\$38,000</b>	<b>\$89,665</b>	<b>\$139,600</b>	<b>\$267,265</b>
Task 10: Management Reserve	T&M	\$7,500	-	-	\$7,500

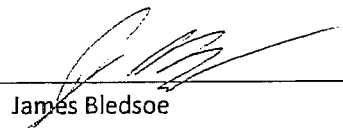
Schedule: Consultant will provide construction engineering services for up to an additional nine months.

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

**OWNER: CITY OF EMMETT**

**CONSULTANT: KELLER ASSOCIATES, INC.**

Signature: \_\_\_\_\_  
Name: Gordon W. Petrie  
Title: Mayor  
Address: 501 E. Main Street, Emmett, Idaho 83617  
Telephone: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature:  \_\_\_\_\_  
Name: James Bledsoe  
Title: Principal  
Address: 100 East Bower Street, Suite 110 Meridian, ID 83642  
Telephone: (208) 288-1992  
Date: 4/14/2023



**ADDENDUM NO. 1**  
**to the**  
**CONTRACT DOCUMENTS and SPECIFICATIONS**  
**for**  
**City of Emmett**  
**Upper Pressure Zone 1 Storage Tank**  
**April 05, 2023**

*Gene [Signature]  
acknowledges*

**All bidders shall acknowledge receipt of addendums by listing the number of addendums on the Bid Proposal.**

All changes, corrections, deletions and/or additions to the initial bidding documents enumerated herein shall be included in the Bidder's Proposal. In case of any conflict between the drawings, specifications, and this Addendum, this Addendum shall govern.

**Clarifications**

- Washed ¾" chips is an acceptable product for the landscape rock called for in detail B2 of sheet C-501.

**SUPPLEMENTAL INFORMATION**

- See attached Pre-Bid Meeting Agenda and notes and Sign-in Sheet.

Note: Supplemental information provided by the Owner & Project Engineer is not contractually binding and may be subject to change. By signing the bid form, all bidders acknowledge acceptance of this fact.

**BIDDING REQUIREMENT, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT**

**TABLE OF CONTENTS**

- ADD the following the following sections immediately before Section 00 73 00-Supplementary Conditions.
  - o 00 62 76.10 Idaho State Tax Requirements
  - o Idaho Standards for Public Works Construction (ISPWC) General Conditions (bound separately)

**Section 00 21 13 – INSTRUCTION TO BIDDERS**

- Article 13.02 (Sectional Bids), delete this section in its entirety.

**Section 00 62 76.10 Insert enclosed specification section (Idaho State Tax Requirements)**

**Section 00 73 00 – SUPPLEMENTARY CONDITIONS**

- Article 9.13.A (Owners Site Representative), ADD the following at the end of the section for the authority and responsibility of Owner's Site Representative, "Perform regular site visits and observe the progress of the work and coordinate between Contractor and Engineer".



- Article 18 (Funding Agency Requirements), DELETE section and replace with, "ARTICLE 18- FUNDING REQUIREMENTS -- The state prevailing rate of wages, as determined by the Idaho Department of Labor, if any, is a requirement of this project."

Section 01 11 00 – SUMMARY OF WORK

- Article 1.5.E (Construction Progress Schedule), DELETE section and REPLACE with, "The time is computed on a calendar basis."
- Article 1.10.A (Wage Rates), CHANGE to read, "The state prevailing rate of wages, as determined by the Idaho Department of Labor, if any, is a requirement of this project."

Section 01 35 13 – SPECIAL PROJECT PROCEDURES

- Article 1.8.D (Constraints and Work Sequence), DELETE section 1.8.D in its entirety.

**TECHNICAL SPECIFICATIONS**

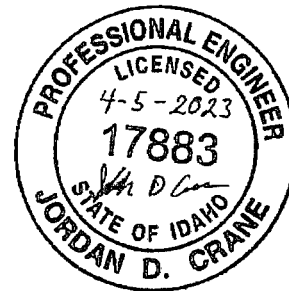
Section 26 56 13 – LED Exterior Lighting

- Section 3.1.B (Fixture Attachment), DELETE "Fasten to indicated structural support" and REPLACE with "Fasten to tank wall".

**DRAWINGS**

- Sheet C-401 (Tank Site Utility Plan) – Add a keynote to the portion of the 8-inch high pressure waterline in Legacy Heights Subdivision roadway that states "repair asphalt per ISPWC and City of Emmett Supplemental Standards".
- Sheet C-402 (12<sup>th</sup> Street Utility Plan) – Replace this sheet with the enclosed updated Sheet C-402. A telephone line missing in the topo has been added near the location of the PRV vault, also leaders on keynotes near the PRV have been adjusted to point to their correct items.
- Sheets E-120 and E-501 (Electrical Site Plan and Power Plan – Details) – Replace these sheet with the enclosed updated sheets E-120 and E-501. The fiber line to Legacy Heights has been moved to go to the correct location. A new concrete slab is shown for an IT enclosure. Contractor shall install the slab and the City of Emmett shall provide the IT enclosure. Additional Conduits to and from the concrete slab are also shown.
- Various sheets – Clarification: Above ground water pipe shall be water class ductile iron pipe per ISPWC and the City of Emmett Supplemental Construction Specifications to the ISPWC.
- Various sheets – The concrete slab shown in E-120 shall be added to the other sheets showing the site. The slab shall be a 48" square 6" thick concrete slab with #4 bars installed 12" on center each way over 6" of crushed aggregate base per ISPWC 802.2.2 Table 1 Type I with conduits extended to the center of the slab. Concrete shall be 3,000 psi concrete mix per ISPWC. Coordinate final location of slab with Owner.

Prepared by \_\_\_\_\_  
Keller Associates, Inc.



CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK

210022-086

### BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to:  
City of Emmett Public Works  
601 E. 3<sup>rd</sup> Street  
Emmett, ID 83617
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - D. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Required Bidder Qualification Statement with supporting data; when requested by Owner

#### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 Lump Sum Bids
  - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price(s):

##### BID SCHEDULE 1: TANK SITE IMPROVEMENTS

Lump Sum Bid Price for Tank Site Improvements (excluding SCADA programming and integration)	\$ 1,400,000 <sup>00</sup>
SCADA Programming and Integration for Tank Site Improvements (Completed by ACS)-Allowance	\$ 15,000
<b>TOTAL BID</b>	<b>1,415,000.<sup>00</sup></b>

ACS is the City of Emmett’s system integrator and will complete the PLC logic programming and software development, SCADA Computer HMI and operator interface programming, and alarm programming for the SCADA integration as a subcontractor to the successful general contractor.

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UPPER PRESSURE ZONE 1 STORAGE TANK

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The cost and services for SCADA Programming and Integration shall be part of the Contractor's bid. The Contractor will be required to coordinate the SCADA integration work with ACS.

**BID SCHEDULE 2: 12<sup>TH</sup> STREET UTILITY IMPROVEMENTS**

Lump Sum Bid Price for 12 <sup>th</sup> Street Utility Improvements	\$ 195,000 <sup>00</sup>
<b>TOTAL BID</b>	195,000 <sup>00</sup>

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 *Bidder's Representations*
  - A. In submitting this Bid, Bidder represents the following:
    1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK

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the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**6.02 Bidder's Certifications**

**A. The Bidder certifies the following:**

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.



**CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK**

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- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

CITY OF EMMETT  
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BIDDER hereby submits this Bid as set forth above:

Bidder: Paul Construction Inc  
(typed or printed name of organization)

By: [Signature]  
(Individual's signature)

Name: James L. Paul  
(typed or printed)

Title: President  
(typed or printed)

Date: April 11 2023  
(typed or printed)

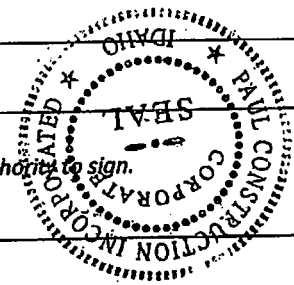
If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [Signature]  
(Individual's signature)

Name: Tecay S. Paul  
(typed or printed)

Title: Vice President  
(typed or printed)

Date: April 11 2023  
(typed or printed)



Address for giving notices: PO Box 1117  
Muridian ID 83680

Bidder's Contact:

Name: JAMES L. PAUL  
(typed or printed)

Title: President  
(typed or printed)

Phone: 208-890-0443 cell 208-466-2953 office

Email: plcnstrctn@CS.com

Address: PO Box 1117  
Muridian 83680

Bidder's Contractor License No.: (if applicable) PUC-10495-A-4

# ARTICLES OF INCORPORATION



Dec 27 3 27 PM 1999

To the Secretary of State of the State of Idaho.

The undersigned, in order to form a Corporation under the provisions of Title 30, Chapter 1, Idaho Code, submits the following articles of Incorporation:

SECRETARY OF STATE  
STATE OF IDAHO

Article 1: The name of the corporation shall be: PAUL CONSTRUCTION, INC.

Article 2: The number of shares the corporation is authorized to issue is: 100

Article 3: The street address of the registered office is: 16429 McDermott Rd.  
Nampa and the registered agent at such address is: James L. Paul

Article 4: The name and address of the incorporator are: James L. and Peggy S. Paul  
16429 McDermott Rd., Nampa, ID 83687

Article 5: The mailing address of the corporation shall be: P.O. Box 1117  
Meridian, Idaho 83680

Optional articles:

Signature of an Incorporator:

Customer Acct #:

(if using pre-paid account)

Secretary of State use only

IDAHO SECRETARY OF STATE

12/28/1999 09:00  
CR: 3926 CT: 124499 BH: 276779

1 @ 100.00 = 100.00 CORP # 2

C 131869

Revised 7/97  
g:\corpform\RTT\pm9

CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK

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**Naming of Subcontractors Form**

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>License Number</u>
<u>SOUTHERN TOWER ELECT.</u> <u>3488C Hwy 45</u> <u>Melba, Id 83641</u>	<u>Electrical</u>	<u>ELC. 27456</u> <u>PWC-15306-CC-4</u> <u>(16000)</u>
_____	_____	_____
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**NOTES TO USER**

1. This form must be included for all bids.

CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK

210022-086

**BID BOND (PENAL SUM FORM)**

<p><b>Bidder</b> Name: Paul Construction, Inc. Address (principal place of business): P.O. Box 1117 Meridian, ID 83680</p>	<p><b>Surety</b> Name: Swiss Re Corporate Solutions America Insurance Corporation Address (principal place of business): 1200 Main Street, Suite 800 Kansas City, MO 64105</p>
<p><b>Owner</b> Name: City of Emmett Address (principal place of business): 601 E. 3rd Street Emmett, Idaho 83617</p>	<p><b>Bid</b> Project (name and location): Upper Pressure Zone 1 Storage Tank and Future Booster Station  Bid Due Date: April 11, 2023</p>
<p><b>Bond</b> Penal Sum: Five Percent (5%) of Total Bid Amount Date of Bond: April 6, 2023</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Bidder</b> Paul Construction, Inc. <small>(Full formal name of Bidder)</small></p> <p>By: <u><i>James E. Paul</i></u> <small>(Signature)</small></p> <p>Name: <u>James E. Paul</u> <small>(Printed or typed)</small></p> <p>Title: <u>President</u></p> <p>Attest: <u><i>Percy Stull</i></u> <small>(Signature)</small></p> <p>Name: <u>Percy Stull</u> <small>(Printed or typed)</small></p> <p>Title: <u>vice president</u></p>	<p><b>Surety</b> Swiss Re Corporation Solutions America Insurance Corporation <small>(Full formal name of Surety) (corporate seal)</small></p> <p>By: <u><i>Brenda J. Smith</i></u> <small>(Signature) (Attach Power of Attorney)</small></p> <p>Name: <u>Brenda J. Smith</u> <small>(Printed or typed)</small></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Attest: <u><i>Linda Miner</i></u> <small>(Signature)</small></p> <p>Name: <u>Linda Miner</u> <small>(Printed or typed)</small></p> <p>Title: <u>Witness</u></p>
<p><small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small></p>	



**CITY OF EMMETT  
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: Brenda J. Smith

Principal: Paul Construction, Inc.
Obligee: City of Emmett
Bond Description: Upper Pressure Zone 1 Storage Tank and Future Booster Station
Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of April, 2023.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES  
(Idaho Code 63-1503)

"The Contractor, in consideration of securing the business of erecting or constructing public works in this State, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the State when taxes, excises, or licenses fees to which he is liable become payable agrees:

1. To pay promptly when due all taxes (other than on real property) excises and license fees due to the State, its corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of, such term;
2. That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof,
3. That, in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxing units to which said contractor is liable."

CONTRACTOR

Paul Construction

By: Jerry S. Paul

Name: PEGGY S. PAUL

Address: PO Box 1117 Meri

(Seal)  
ATTEST:



James L. Paul

Name: James L. Paul



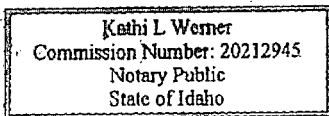
AFFIDAVIT OF PAYMENT OR SECUREMENT  
OF ALL TAXES

STATE OF IDAHO  
County of ADA }ss.

The Contractor, PAUL Construction Inc., being first duly sworn, on oath deposes and says that he is in conformance with Idaho Code 63-1502; that he is authorized to do business in the State of Idaho and that he can furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

DATED this 11 day of April 2023.

SUBSCRIBED AND SWORN to before me this 11 day of April, 2023.



Kathi L. Werner  
Notary Public for Idaho  
Residing at Meridian  
Commission Expires 06/21/2027

CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK

210022-086

## BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to:  
**City of Emmett Public Works**  
**601 E. 3<sup>rd</sup> Street**  
**Emmett, ID 83617**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Required Bidder Qualification Statement with supporting data; when requested by Owner

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price(s):

#### BID SCHEDULE 1: TANK SITE IMPROVEMENTS

Lump Sum Bid Price for Tank Site Improvements (excluding SCADA programming and integration)	\$ 1,590,900.00
SCADA Programming and Integration for Tank Site Improvements (Completed by ACS)-Allowance	\$ 15,000
<b>TOTAL BID</b>	<b>\$1,605,900.00</b>

ACS is the City of Emmett's system integrator and will complete the PLC logic programming and software development, SCADA Computer HMI and operator Interface programming, and alarm programming for the SCADA integration as a subcontractor to the successful general contractor.

CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK

210022-086

- the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**6.02 Bidder's Certifications**

**A. The Bidder certifies the following:**

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

**CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK**

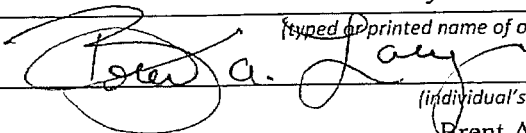
**210022-086**

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

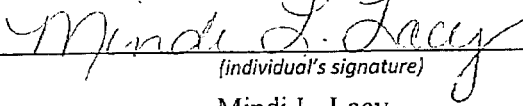
CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK

210022-086

BIDDER hereby submits this Bid as set forth above:

Bidder: \_\_\_\_\_  
 \_\_\_\_\_ Lacy Mechanical, Inc.  
 \_\_\_\_\_  
 By:  (typed or printed name of organization)  
 \_\_\_\_\_ (individual's signature)  
 Name: Brent A. Lacy  
 \_\_\_\_\_ (typed or printed)  
 Title: President  
 \_\_\_\_\_ (typed or printed)  
 Date: April 11, 2023  
 \_\_\_\_\_ (typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:   
 \_\_\_\_\_ (individual's signature)  
 Name: Mindi L. Lacy  
 \_\_\_\_\_ (typed or printed)  
 Title: Corporate Secretary  
 \_\_\_\_\_ (typed or printed)  
 Date: April 11, 2023  
 \_\_\_\_\_ (typed or printed)

Address for giving notices: \_\_\_\_\_  
 \_\_\_\_\_ 9974 W. Fairview Ave.  
 \_\_\_\_\_ Boise, ID 83704  
 \_\_\_\_\_

Bidder's Contact: \_\_\_\_\_  
 Name: Brent A. Lacy  
 \_\_\_\_\_ (typed or printed)  
 Title: President  
 \_\_\_\_\_ (typed or printed)  
 Phone: (208) 377-3237  
 \_\_\_\_\_  
 Email: Brent@Lacyinc.com  
 \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_ Lacy Mechanical, Inc.  
 \_\_\_\_\_ 9974 W. Fairview Ave.  
 \_\_\_\_\_ Boise, ID 83704  
 \_\_\_\_\_

Bidder's Contractor License No.: (if applicable) PWC-C-12219-AAA-1-2-3-4

Acknowledgment of Amendments: 0001

CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK

210022-086

**Naming of Subcontractors Form**

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>License Number</u>
<u>Anderson &amp; Wood Construction Co., Inc.</u> <u>2120 Lanark Street</u> <u>Meridian, ID 83642</u>	<u>Electrical</u>	<u>#4480C / PW# 10702-U-1-3-4</u>
<u> </u>	<u> </u>	<u> </u>
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**NOTES TO USER**

1. This form must be included for all bids.

CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK

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**BID BOND (PENAL SUM FORM)**

<p><b>Bidder</b> Name: Lacy Mechanical, Inc. Address (principal place of business): 9974 W. Fairview Ave. Boise, ID 83704</p>	<p><b>Surety</b> Name: The Cincinnati Insurance Company Address (principal place of business): P.O. Box 145496 Cincinnati, OH 45250</p>
<p><b>Owner</b> Name: City of Emmett Address (principal place of business): 601 E. 3rd Street Emmett, Idaho 83617</p>	<p><b>Bid</b> Project (name and location): Upper Pressure Zone 1 Storage Tank and Future Booster Station  Bid Due Date: April 11, 2023</p>
<p><b>Bond</b> Penal Sum: Five Percent (5%) of Total Bid Amount Date of Bond: April 11 2023</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Bidder</b> Lacy Mechanical, Inc. <small>(Full formal name of Bidder)</small></p> <p>By: <u><i>Brent A. Lacy</i></u> <small>(Signature)</small></p> <p>Name: <u>BRENT A. LACY</u> <small>(Printed or typed)</small></p> <p>Title: <u>PRESIDENT</u></p> <p>Attest: <u><i>Mindi L Lacy</i></u> <small>(Signature)</small></p> <p>Name: <u>Mindi L Lacy</u> <small>(Printed or typed)</small></p> <p>Title: <u>Corp. Secretary</u></p>	<p><b>Surety</b> The Cincinnati Insurance Company <small>(Full formal name of Surety) (corporate seal)</small></p> <p>By: <u><i>Brenda J. Smith</i></u> <small>(Signature) (Attach Power of Attorney)</small></p> <p>Name: <u>Brenda J. Smith</u> <small>(Printed or typed)</small></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Attest: <u><i>Linda Miner</i></u> <small>(Signature)</small></p> <p>Name: <u>Linda Miner</u> <small>(Printed or typed)</small></p> <p>Title: <u>Witness</u></p>
<p><small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small></p>	



CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK

210022-086

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint **Brenda J. Smith** its true and legal Attorney-in-Fact to sign and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

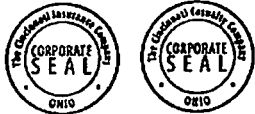
Surety Bond Number: Bid Bond  
Principal: Lacy Mechanical, Inc.  
Obligee: City of Emmett

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Justice*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Collett*

Keith Collett, Attorney at Law  
Notary Public - State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 11th day of April, 2023.



*Ed H.*

CITY OF EMMETT  
 UPPER PRESSURE ZONE 1 STORAGE TANK

210022-086

**BID FORM FOR CONSTRUCTION CONTRACT**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 1—OWNER AND BIDDER**

- 1.01 This Bid is submitted to:  
**City of Emmett Public Works**  
**601 E. 3<sup>rd</sup> Street**  
**Emmett, ID 83617**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - D. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Required Bidder Qualification Statement with supporting data; when requested by Owner

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

- 3.01 *Lump Sum Bids*
  - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price(s):

**BID SCHEDULE 1: TANK SITE IMPROVEMENTS**

Lump Sum Bid Price for Tank Site Improvements (excluding SCADA programming and integration)	\$ 1,244,000.00
SCADA Programming and Integration for Tank Site Improvements (Completed by ACS)-Allowance	\$ 15,000
<b>TOTAL BID</b>	<b>1,259,000.00</b>

ACS is the City of Emmett’s system integrator and will complete the PLC logic programming and software development, SCADA Computer HMI and operator interface programming, and alarm programming for the SCADA integration as a subcontractor to the successful general contractor.

CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK

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The cost and services for SCADA Programming and Integration shall be part of the Contractor's bid. The Contractor will be required to coordinate the SCADA integration work with ACS.

**BID SCHEDULE 2: 12<sup>TH</sup> STREET UTILITY IMPROVEMENTS**

Lump Sum Bid Price for 12 <sup>th</sup> Street Utility Improvements	\$ 398,000.00
<b>TOTAL BID</b>	<b>398,000.00</b>

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

*Addendum Acknowledgment  
Addendum #1 (4-5-23)*

- 6.01 *Bidder's Representations*
  - A. In submitting this Bid, Bidder represents the following:
    1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

CITY OF EMMETT  
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210022-086

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**6.02 Bidder's Certifications**

**A. The Bidder certifies the following:**

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
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**CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK**

**210022-086**

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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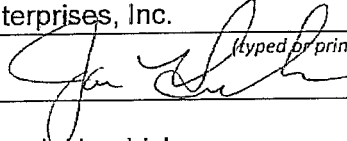
BIDDER hereby submits this Bid as set forth above:

Bidder:

Cascade Enterprises, Inc.

*(typed or printed name of organization)*

By:



*(individual's signature)*

Name: Joseph Hendricks

*(typed or printed)*

Title: President

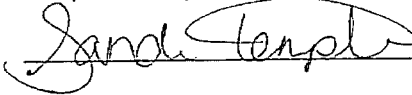
*(typed or printed)*

Date: April 11, 2023

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:



*(individual's signature)*

Name: Sandi Temple

*(typed or printed)*

Title: Corporate Secretary

*(typed or printed)*

Date: April 11th, 2023

*(typed or printed)*

Address for giving notices:

8067 W Mossy Cup St., Boise, ID 83709

Bidder's Contact:

Name: Joseph Hendricks

*(typed or printed)*

Title: President

*(typed or printed)*

Phone: 208-343-4009

Email: bidding@cascade-enterprises.com

Address:

8067 W Mossy Cup St., Boise, ID 83709

Bidder's Contractor License No.: (if applicable) 003516-U-1-3-4

CITY OF EMMETT  
 UPPER PRESSURE ZONE 1 STORAGE TANK

210022-086

**Naming of Subcontractors Form**

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>License Number</u>
<u>Cascade Enterprises, Inc.</u> <u>8067 W Mossy Cup St.</u> <u>Boise, ID 83709</u>	<u>HVAC</u>	<u>HVC-C-5181</u> <u>003516-U-1-3-4</u>
<u>Cascade Enterprises, Inc.</u> <u>8067 W Mossy Cup St.</u> <u>Boise, ID 83709</u>	<u>Plumbing</u>	<u>PLB -C-12658</u> <u>003516-U-1-3-4</u>
<u>Payette River Electric &amp; Controls</u> <u>PO Box 595</u> <u>Emmett, ID 83617</u>	<u>Electrical</u>	<u>ELE-C-4997.</u> <u>050454-C-4</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

**NOTES TO USER**

- 1. This form must be included for all bids.*

Brad Little  
Governor

State of Idaho

Division of Occupational and Professional Licenses  
PUBLIC WORKS CONTRACTORS LICENSING  
CONTRACTOR

003516 - UNLIMITED - 1-3-4  
License Number

08/20/2009

Original License Issued

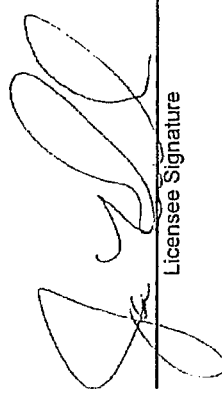
Categories: 02240, 02310, 02500, 02810, 02820, 05090, 05100, 05700, 11001, 15100, 15400, 15510, 15600, 15700, 02220, 11200

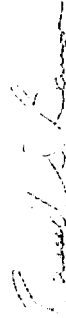
This is to certify that

**CASCADE ENTERPRISES, INC.**

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45  
and is hereby granted this certificate.

This license expires: 10/31/2023

  
Licensee Signature




Russell Barron, Administrator



Division of Occupational and Professional Licenses  
Department of Self Governing Agencies  
The person named has met the requirements for registration and is  
entitled under the laws and rules of the State of Idaho to operate as a(n)  
**REGISTERED ENTITY CONTRACTOR**

**CASCADE ENTERPRISES INC  
JOE HENDRICKS  
8067 W MOSSY CUP ST  
BOISE ID 83709**

  
**Russell S. Barron**  
Division Admin

**RCE-32899**  
Number

**01/24/2024**  
Expires

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES  
(Idaho Code 63-1503)

"The Contractor, in consideration of securing the business of erecting or constructing public works in this State, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the State when taxes, excises, or licenses fees to which he is liable become payable agrees:

1. To pay promptly when due all taxes (other than on real property) excises and license fees due to the State, its corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of, such term;
2. That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof,
3. That, in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxing units to which said contractor is liable."

CONTRACTOR

Cascade Enterprises Inc.

By: [Signature]

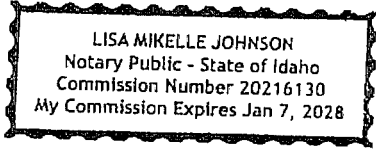
Name: Joseph Hendricks

Address: 8067 W. Mossy Cup, Boise, ID 83709

(Seal)  
ATTEST:

[Signature]

Name: Lisa Johnson



State of Idaho, County of Ada, City of Boise  
Exp. Jan 7<sup>th</sup> 2028

AFFIDAVIT OF PAYMENT OR SECUREMENT  
OF ALL TAXES

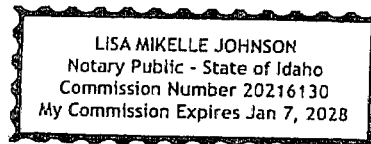
STATE OF Idaho  
County of Ada )ss.

The Contractor, [Signature], being first duly sworn, on oath deposes and says that he is in conformance with Idaho Code 63-1502; that he is authorized to do business in the State of Idaho and that he can furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

DATED this 11<sup>th</sup> day of April, 2023

SUBSCRIBED AND SWORN to before me this 11<sup>th</sup> day of April, 2023

Notary Public for Cascade Enterprises  
Residing at State of Idaho, Ada County, City of Boise  
Commission Expires JAN 7 2028  
[Signature]





CASCADE ENTERPRISES INC AUTHORISED SIGNATORY EVIDENCE FOR

NAME OF PARTICIPANT: CASCADE ENTERPRISES, INC

EFFECTIVE AS FROM: 12/29/2010

Name of Authorized Signatory: Joseph Hendricks

(Sign here:)

*Joseph Hendricks*

8067 W. Mossy Cup St.  
Boise, ID 83709

[I/We] hereby certify:

- (i) that the signatures contained on this form are authentic and are true copies of those named;
- (ii) that any of the persons listed above acting singly are duly authorized to sign any and all documentation (as required) for and on behalf of Cascade Enterprises, Inc., and that the persons listed above have full authority to bind the Participant in accordance with the Participant's internal corporate governance or board approvals;
- (iii) that [I/we] are authorized signatories on behalf of the Participant and have the relevant authority (delegated or otherwise) to complete this form for and on behalf of the Participant.

Joseph E. Hendricks

President, Cascade Enterprises, Inc.

Signature:

*Joseph Hendricks*

Date:

11/13/19

Sandi Temple

Secretary, Cascade Enterprises, Inc.

Signature:

*Sandi Temple*

Date:

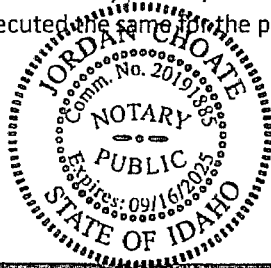
11/13/19

State of Idaho)

)SS:

County of Ada)

On this, the 13<sup>th</sup> day of November, 2019, before me a notary public, the undersigned officer, personally appeared Joseph Hendricks, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.

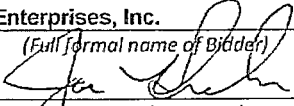

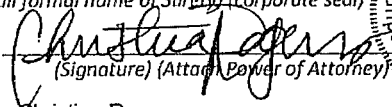
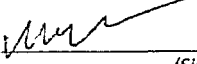


*Jordan Choate*  
Notary Public

CITY OF EMMETT  
UPPER PRESSURE ZONE 1 STORAGE TANK

210022-086

**BID BOND (PENAL SUM FORM)**

<p><b>Bidder</b> Name: <b>Cascade Enterprises, Inc.</b> Address (principal place of business): <b>8067 W. Mossy Cup Street Boise, ID 83709</b></p>	<p><b>Surety</b> Name: <b>Endurance Assurance Corporation</b> Address (principal place of business): <b>1209 Orange Street Wilmington, DE 19801</b></p>
<p><b>Owner</b> Name: <b>City of Emmett</b> Address (principal place of business): <b>601 E. 3rd Street Emmett, Idaho 83617</b></p>	<p><b>Bid</b> Project (name and location): <b>Upper Pressure Zone 1 Storage Tank and Future Booster Station</b>  Bid Due Date: <b>April 11th, 2023</b></p>
<p><b>Bond</b> Penal Sum: <b>Five Percent of the Total Amount Bid (5%)</b> Date of Bond: <b>April 3rd, 2023</b></p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Bidder</b> <b>Cascade Enterprises, Inc.</b> <i>(Full formal name of Bidder)</i> By: <u></u> <i>(Signature)</i> Name: <u>Joe Hendricks</u> <i>(Printed or typed)</i> Title: <u>PRESIDENT</u> Attest: <u></u> <i>(Signature)</i> Name: <u>Lisa Johnson</u> <i>(Printed or typed)</i> Title: <u>Project Coordinator</u></p>	<p><b>Surety</b> <b>Endurance Assurance Corporation</b> <i>(Full formal name of Surety) (Corporate seal)</i> By: <u></u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Christina Rogers</u> <i>(Printed or typed)</i> Title: <u>Attorney-in-Fact</u> Attest: <u></u> <i>(Signature)</i> Name: <u>Albert Melendez</u> <i>(Printed or typed)</i> Title: <u>Client Service Specialist</u></p>
<p>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</p>	



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



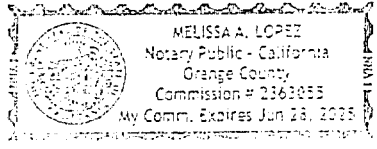
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On APR 03 2023 before me, Melissa A. Lopez, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Christina Rogers  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Melissa Lopez*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_





**SOMPO INTERNATIONAL**

**INSURANCE**

# POWER OF ATTORNEY

15088

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Erik Johansson, Melissa Lopez, James W. Johnson, Jennifer C. Anaya, Christina Johnson, Christina Rogers, Albert Melendez as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repeated:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

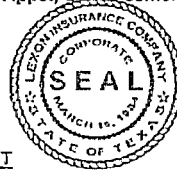
Bond Safeguard Insurance Company

By: *Richard Appel*  
Richard Appel, SVP & Senior Counsel

By: *Richard Appel*  
Richard Appel, SVP & Senior Counsel

By: *Richard Appel*  
Richard Appel, SVP & Senior Counsel

By: *Richard Appel*  
Richard Appel, SVP & Senior Counsel



**ACKNOWLEDGEMENT**

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public - My Commission Expires 5/9/23



**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 3rd day of April, 2023.

By: *Daniel S. Lurie*  
Daniel S. Lurie, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



**SOMPO INTERNATIONAL**  
**INSURANCE**

**SURETY BOND CORPORATE SEAL AND DIGITAL SIGNATURE  
NOTICE**

ENDURANCE ASSURANCE CORPORATION ("ENDURANCE ASSURANCE") has authorized its respective Attorneys-in-Fact to affix ENDURANCE ASSURANCE'S corporate seal and digital signatures to any surety bond executed on behalf of ENDURANCE ASSURANCE by any such Attorney-in-Fact.

This notice verifies a surety bond that is executed on behalf of ENDURANCE ASSURANCE by its Attorney-in-Fact and utilizes the corporate seal below for ENDURANCE ASSURANCE shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. ENDURANCE ASSURANCE also hereby agrees that the digital signatures applied to said bond are considered acceptable as if a wet ink signature was physically added to the face of the bond.

Dated this 18th day of May, 2021.

ENDURANCE ASSURANCE CORPORATION

By: Richard M Appel





**City's Strategic Pillars**  
**4/25/2023**

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

**Building/Zoning Department Goal**

- Educate staff to obtain intimate knowledge of building and zoning codes. 45%
- Update outdated city ordinances, implement new ordinance-----70% zoning and building only.
- Obtain accessibility inspector certification----40%
- Comprehensive Plan overhaul and revision----- 97%
- Digitalize and organize all building and zoning files and plans----16%

***Accomplishments since last report***

Permits = February 2023: New house = 4, Foundation Only =, Commercial = 1, Duplex =, Tri-plex =, Apartment = Hangars  
=Manufactured Home =

1. Reviewing plans and zoning applications
2. Started preliminary work on updating our zoning map
3. Completed draft Area of City Impact Agreement, under review with Jake and Tahja
4. Drafted Area of City Impact map for proposed new boundaries, met with County Zoning Staff and County Commissioners to discuss proposed boundary change
5. Wrote boundary description for Area of City Impact to add to the ordinance
6. Draft letter in response to application for Mountain Creek Sub. #2 located at Hwy 16 and S. Substation

***Plan for next 30 days***

7. Daily operations, plan reviews, contractor talks, developer talks, etc.
8. Updates to Title 7, water and sewer, city code
9. Work on Building Department fee increase for permits
10. Work on updates to ordinances
11. Draft PUD updates to zoning commission for workshops
12. Draft boundary changes for Historic Downtown District
13. Review Emmett Municipal Airport Master Plan.
14. Review construction drawings for Dagger Falls
15. Review construction drawings for Hidden Gem Sub.

16. Zoning Applications:

- Final Plat for Skyhawk
- PBA, Longhorn Property 1033 E. 12<sup>th</sup> St.
- PP, Longhorn Acres 1033 E. 12<sup>th</sup> St.

***Training (see attached)***

***This report does NOT contain any data required by ordinance or statute...that is covered in a separate report***

## ***City's Strategic Pillars***

4/25/23

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

### ***Clerk's Goals this Budget Year***

- Increase ACH (Direct Pay) 10% from prior year
- Digitalize Resolutions and Legal Documents
- Review/Modify current Procedures and Processes to become more efficient with daily work
- ADA Compliance Updates to City Hall

### **Accomplishments since last report**

- **March Transactions**
  - Billings sent – **3839**
  - E-mail Bills - **715**
  - ACH (Direct Pay) customers - **649**
  - Over the counter Water/Sewer payments (checks/cash) – **2408**
  - On-Line Credit Card Payments – **698**
  - Over the counter credit card payments – **84**
  - Disconnection late letters mailed - **320**
  - Water disconnections due to non-payment - **28**
  - New Water/Sewer Accounts opened – **25**
  - Cemetery Lots Sold/Deeds Issued – **14**
  - Open/Close Cemetery Lots - **2**
  - Bartender/ Alcohol/Catering Permits -**0**
  - Dog License – **16**
  - Business Registration Certificate – **8**
  - Vendor Permits/Other License – **3**
  - Accounts Payable Claims processed – **124**
  - Onboard new employees – **1**
  - Terminations - **1**
  - Payroll processed- **229**
  - Record Requests - **3**
- March monthly and quarterly financials presented to council, March Recon - Complete
- Scheduled Final Budget Hearing and Reported to County Clerk
- Continue meetings with Mayor and Directors on budget requests
- Service Window Remodel 100% complete - Both windows now operational and ADA compliant.
- Prepared and Submitted Quarterly Reports:
  - 941, Unemployment, US Census on Payroll, Central Registry
- Scheduled Shred-It to pick up 70 boxes of shred

### **Plan for next 30 days**

- Budget Planning, Schedule Budget Workshops
- Attend AIC Spring District Meeting

# City of Emmett, Idaho

Monthly Financial Report

March 2023

## OUR CASH...

Account Balances

### GENERAL FUND

Cash	\$ 349,893
Investments	\$ 3.725M

### STREET FUND

Cash	\$ 185,566
Investments	\$ 734,604

### LIBRARY FUND

Cash	\$ 53,410
Investments	\$ 138,640
Designated Funds	\$ 63,558

### CEMETERY FUND

Cash	\$ 10,324
Investments	\$ 138,436

### PERPETUAL CARE FUND

CASH	\$ 7,420
INVESTMENTS	\$ 95,648

### WATER FUND

Cash	\$ 194,899
Investments	\$ 4.600M
Bond Reserve	\$ 184,090

### SEWER FUND

Cash	\$ 363,288
Investments	\$ 5.334M
Bond Reserve	\$ 319,338

### SANITATION FUND

Cash	\$ 48,395
Investments	\$ 122,209

### TECHNOLOGY FUND

Cash	\$ 25,737
Investments	\$ 135,000

### GOV'T FUND PROJECTS

ARPA Fund - 1,517,287.78	
Spent -	\$585,955.43
Cash Balance -	\$931,332.38
Interest Earned - \$21,410.56	

## BUDGET VS. ACTUAL YEAR TO DATE

### GENERAL FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2022-23 Budget</b>	<b>\$3,307,616</b>	
Revenues to Date	\$ 1,956,893	59%
Expenditures to Date	\$ 1,641,450	50%

### Road & STREET FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2022-23 Budget</b>	<b>\$ 740,540</b>	
Revenues to Date	\$ 408,656	55%
Expenditures to Date	\$ 278,041	38%

### LIBRARY FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2022-23 Budget</b>	<b>\$ 280,587</b>	
Revenues to Date	\$ 170,135	61%
Expenditures to Date	\$ 122,741	44%

### CEMETERY FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2022-23 Budget</b>	<b>\$ 134,266</b>	
Revenues to Date	\$ 69,246	52%
Expenditures to Date	\$ 63,054	47%

### WATER FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2022-23 Budget</b>	<b>\$2,016,300</b>	
Revenues to Date	\$ 898,730	45%
Expenditures to Date	\$ 595,399	30%

### SEWER FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2022-23 Budget</b>	<b>\$2,412,200</b>	
Revenues to Date	\$ 1,233,774	51%
Expenditures to Date	\$ 1,043,224	43%

### SANITATION FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2022-23 Budget</b>	<b>\$ 716,571</b>	
Revenues to Date	\$ 370,874	52%
Expenditures to Date	\$ 374,100	52%

### TECHNOLOGY UTILITY FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2022-23 Budget</b>	<b>\$ 21,000</b>	
Revenues to Date	\$ 11,895	57%
Expenditures to Date	\$ 2,933	14%

## SPECIFIC REVENUES COLLECTIONS AT A GLANCE...

### PROPERTY TAX COLLECTIONS

<b>Budget</b>	<b>\$2,103,740</b>	
Revenues to Date	\$ 1,298,460	62%

### STATE SHARED REVENUE COLLECTIONS

<b>Budget</b>	<b>\$ 932,854</b>	
Revenues to Date	\$ 454,698	49%

### BUILDING PERMIT REVENUES COLLECTIONS

<b>Budget</b>	<b>\$ 125,000</b>	
Revenues to Date	\$ 23,868	19%

### ***City's Strategic Pillars***

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

### ***Emmett Fire Department Goals this Budget Year (with percentage of completion to date)***

- Work to provide a training area to include a burn building where class A materials can be burnt and provide a constant, realistic and rigorous training program (50% of completion)
- Provide all equipment necessary to allow for daily mission execution while meeting operational goals. **(70% of completion)**
- Implement a community based risk program that educates so that in each iteration high standards will be enforced, thus making our community safer. (50% of completion)
- Provide a positive work environment thus keeping well-trained and motivated firefighters for at least five year tours. (60% of completion)

### ***Expenditures requiring authorization from higher and purpose of expenditure***

#### ***No less than Top Ten Accomplishments since last***

- Working on new reporting software
- Built job description for a Fire Marshal
- Worked on duties of an additional full time employee and call volume
- Station tours x3
- Began survey of businesses (knox box, alarms, hoods, sprinklers)
- Ran the Bunny to the Park
- Received new generator
- Working on Special Event Application
- Met with business owner regarding public communication opportunities
- Conducted a fire drill with Carberry
- Looking into Compliance Engine software
- Installed and checked 6 car seats
- Provided a Color Guard for funeral
- Cleaned and organized balcony storage, and storage shed
- Mowed lawn and spring cleaned
- Inspection x3 (Church, TI, School)
- Met with local business and discussed drier fire issues
- Surplussed Equipment

#### ***Plan for next 30 days***

- Insulate Hazmat trailer
- Yearly training standards
- Develop a curriculum for PD officers
- Finish Class on Coordinated ventilation
- Survey all businesses (knox, box, alarms, hoods)

## City's Strategic Pillars 4/20/2023 @ LIBRARY

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

**Mission: The Emmett Public Library is the heart of the community. It provides real and virtual resources for the Gem Community, as well as ever expanding learning and recreational opportunities.**

### ***Library Goals this Budget Year (with percentage of completion to date***

- "Balancing of Efficiencies" with patron services and library usage (Growth); by collaborating with other community entities that support the library's mission of 2022-2023, partnerships that help the library as it stretches to serve and grow real and virtual resources for the community.
- Library will implement best practices to manage patron and collection data bases, expand delivery of learning opportunities through in-house & virtual resources.
- Library will develop Adult/Senior resources to enhance "A Place for Seniors to Age & Stay"
- Develop grant/gift programs as well as in-kind contributions, providing no less than \$50,000 a year towards budget. **To date: Donations=\$14423.75+ Grants=\$7,000.00, In-Kind Donations=\$640.00**

***Expenditures requiring authorization from higher and purpose of expenditure-*** None at this time  
***Yearly Training list-*** None at this time

### **No less than Top Ten Accomplishments since last report**

- Grant submitted for 2023 Summer Reading Program STEM
- Grant Submitted to ICfL summer enhancement grant, awarded \$2,000
- Idaho Community Foundation Grant submitted, awarded \$5,000 for Library Greatest Needs
- North wall shelving reinforced-Terry Gardner, has begun to be completed!
- So That All May Read Grant Submitted to Idaho Commission, awarded \$1,000
- Met w/Wright Brothers, The Building Company on library front entrance update, quote \$52,000
- Grant submitted to Idaho Commission from 2023 Legislature.
- 2023 Summer Reading Program "Poster Contest" Kick-Off (Winners chosen)
- Parker Meyer planning sprinkler re-work for library this spring, bid submitted to begin soon
- Summer Reading Round Table & planning , program to begin 6/5/2023
- Foster Grandparent Program transfer to library during summer months
- Connected Lib Fest March 15-16, virtual event
- April 5<sup>th</sup>, First Wednesday & National Walking Day @ City Park! Story Walk "Hurry Up"

### **Next 30 Days**

- National Library Week April 23-29, "Get Booked Promotion" more info coming
- Letter of Intent to Idaho Commission for Facility Grant approved and invited to complete grant application. Grants will be submitted and selected by July 1<sup>st</sup>.
- Plans being made for "Great Cherry Bake Sale" over cherry festival as a library fundraiser
- I hope to be back at library by May15<sup>th</sup> , but working from home as well.

***This report does NOT contain any data required by ordinance or statute...that is covered in a separate report.***

Handwritten text, likely bleed-through from the reverse side of the page. The text is arranged in approximately four vertical columns and is mostly illegible due to the high contrast and blurring of the scan. Some faint characters and symbols are visible, but they do not form recognizable words or sentences.



## City of Emmett Police Department

### City's Strategic Pillars

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

### ***Police Department Goals this Budget Year (with percentage of completion to date)***

- Retain 100% of Staff for no less than 5 years. (Current 5-14 2 are on their 5<sup>th</sup> year this year)
- Proactively make residences and businesses along 1/5 of the main arterials in the city at least 80% ordinance compliant each year, in addition to reacting to citizen complaints; new arterials will be targeted each year (2020 4<sup>th</sup> Street). (20%)
- Update our reserve program with the newest policies and procedures directed by Idaho P.O.S.T. and double the number of officers. (9-12-22 have filled full time positions/no focusing on eligibility list, reserves and internship.)
- Updating (99% complete) and implementing (36% completed) a complete standardized protocols and policies manual utilizing current industry practices. This is a partnership with Lexipol that has been recognized in risk management for law enforcement. **(THIS HAS BEEN COMPLETED AS OF 4-12-23)**

### ***Expenditures requiring authorization from higher and purpose of expenditure***

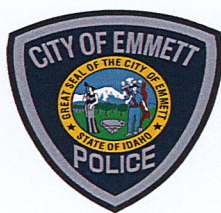
#### ***Training Last 30 days***

- **Officer Harris and Officer Welsh have been approved to attend POST in May.**
- **Officer Miller has been approved to attend POST in September.**
- **One opening remaining. Currently have an applicant in backgrounds. Background should be completed by the end of April.**
- **Hired Jade Neely who is the new 169. Jade is a lateral officer with 8 years of experience.**
- **The remodel of the police department has been completed.**
- **Officer Leatherman continues his CRASE training within the community.**
- **Officer Leatherman has been assigned as a Team Leader.**
- **First 2 training for department is was held April 7<sup>th</sup>.**
- **Working on Mass Gathering Ordinance. Ordinance has been passed and currently working on application and fees.**
- **Researching increasing dog impound fees.**
- **Fire chief and I Completed survey for food trucks. Working on a food truck ordinance that will allow food trucks at railroad park.**
- **Held first Joint Admin. Meeting with GCSO. Held first joint department meeting with GCSO. Next Joint meetings will be in May and June. PA office will be presenting in June on new process of dealing with H&W requests.**
- **Mike Darling is attending Gem County Health Coalition Meetings and working on getting a grant that would fund lighting and or additional cameras in the city park. This has been approved by committee. Present to council on 4-25.**
- **EPD will be hosting an ALERRT instructor training in May for all first responders!!!! Will be held at the High School!!!**
- **Our investigator is going to start attending a valley wide meeting for property and financial crimes investigators.**

#### ***Plan for next 30 days***

- Make officers aware of lockdown procedure.
- Plan a joint active shooter training and scenario with GCSO, FIRE and EMS.
- Researching yearlong grant that could fund a traffic officer through ITD.
- Will be putting on collection of fingerprint training for all patrol and deputies.
- Police Department join social media platform.
- Get officers trained in ABLE (Active Bystandership for Law Enforcement project).
- Get speed limit changed on Lincoln and Boise.
- Working with public works and county roads on getting the speed limit to be 25 on 12<sup>th</sup> street to the east of Washington.
- Investigations Tech is looking into a grant that will provide us with software and hardware for cell phones forensics investigations.
- Have discussed with Mike Darling about him managing an Emmett Police Face Book Page and or Instagram. This has been delayed but shooting for first quarter of the year.
- Will be updating noise ordinance this year.





## EMMETT POLICE DEPARTMENT

### March Patrol Statistics

	TOTAL
Felony Arrests - Male	4
Felony Arrests - Female	2
Misd. Arrests - Male	10
Misd. Arrests - Female	10
Traffic Stops	164
Infraction Cite	28
Dispatched Calls	276
Officer Initiated	213
Reports	58
Dogs Taken to Pound	2
Ordinance Calls	23

#### Community Involvement

Admin from city fire, count fire, EMS, GCSO and EPD participated in a table top exercise with Valor admin and others based Presentation at Butte View Elementary School. Introduction of what L.E. does for the community. Taught preschool class.

Officers participated in a "Speed/Aggressiving Driving Mobilization"

Officers participated in a "St Patricks Day DUI Mobilization"

<b>Nature</b>	<b>Reported</b>
Open Door	23:22:16 03/31/23
Suspicious Veh	23:10:22 03/31/23
Traffic Stop	22:44:36 03/31/23
Traffic Stop	22:22:33 03/31/23
Traffic Stop	22:03:14 03/31/23
911 AHM	20:46:18 03/31/23
Traffic Stop	20:42:09 03/31/23
CPO NCO Viol	20:34:12 03/31/23
Medical	19:23:32 03/31/23
Traffic Stop	18:09:18 03/31/23
Suspicious	18:05:26 03/31/23
Traffic Stop	17:03:46 03/31/23
Animal Cmplnt	14:41:54 03/31/23
Accident PD	13:33:31 03/31/23
Juvenile Prob	11:57:08 03/31/23
Traffic Stop	11:45:59 03/31/23
Property Damage	10:05:07 03/31/23
Livestock Cow	09:44:12 03/31/23
Harassment	08:20:37 03/31/23
Juvenile Prob	00:20:27 03/31/23
Animal Cmplnt	23:25:26 03/30/23
Suspicious	21:08:54 03/30/23
Custodial Int	17:16:30 03/30/23
Traffic Compl	16:44:04 03/30/23
Stray Dog	16:20:10 03/30/23
Agency Assist	14:59:38 03/30/23
Juvenile Prob	14:39:51 03/30/23
Sex Offense	14:01:04 03/30/23
Fraud	13:32:59 03/30/23
Alcohol Viol	11:39:41 03/30/23
Fraud	11:24:56 03/30/23
Accident PD	22:48:40 03/29/23
Traffic Stop	22:04:41 03/29/23
Livestock Cow	21:46:58 03/29/23
Information	21:11:44 03/29/23
Traffic Stop	20:25:51 03/29/23
Traffic Stop	19:17:27 03/29/23
Traffic Stop	18:45:41 03/29/23
Traffic Stop	18:38:42 03/29/23
Traffic Stop	18:00:25 03/29/23
Traffic Stop	17:37:25 03/29/23
Traffic Stop	17:00:15 03/29/23
Line Down	15:13:38 03/29/23
Littering	14:52:18 03/29/23

<b>Nature</b>	<b>Reported</b>
Alarm Medical	13:56:02 03/29/23
Traffic Stop	13:50:39 03/29/23
Traffic Stop	13:34:52 03/29/23
Traffic Compl	11:41:19 03/29/23
Parking Problem	06:06:05 03/29/23
Disturb Peace	22:53:29 03/28/23
Traffic Stop	21:33:11 03/28/23
Suspicious	20:31:11 03/28/23
Traffic Stop	20:26:34 03/28/23
Traffic Stop	20:10:48 03/28/23
Juvenile Prob	18:12:36 03/28/23
Traffic Stop	17:54:22 03/28/23
Welfare Check	15:58:14 03/28/23
Traffic Stop	15:06:18 03/28/23
Traffic Stop	14:49:49 03/28/23
Missing Person	14:04:34 03/28/23
Accident HR	12:04:53 03/28/23
911 AHM	11:57:50 03/28/23
Information	01:57:02 03/28/23
Medical	01:50:18 03/28/23
Traffic Stop	21:34:55 03/27/23
Suspicious	16:33:18 03/27/23
Sex Offense	15:28:09 03/27/23
Domestic	14:42:08 03/27/23
Medical	14:24:16 03/27/23
Battery	13:09:42 03/27/23
Fraud	10:35:04 03/27/23
Harassment	10:32:39 03/27/23
Found Property	09:25:28 03/27/23
Ord Viol EPD	08:55:49 03/27/23
Medical	01:53:30 03/27/23
Unwanted Subj	00:13:59 03/27/23
Unwanted Subj	23:35:13 03/26/23
Mental Hold	21:33:14 03/26/23
Traffic Stop	21:04:14 03/26/23
Traffic Stop	20:37:07 03/26/23
Child Abuse	18:48:38 03/26/23
Traffic Stop	15:43:53 03/26/23
Traffic Stop	15:19:25 03/26/23
Traffic Stop	14:38:36 03/26/23
Child Abuse	13:08:42 03/26/23
Domestic	04:14:14 03/26/23
Warrant Arrest	00:40:57 03/26/23
911 AHM	22:41:57 03/25/23

<b>Nature</b>	<b>Reported</b>
Traffic Stop	20:20:24 03/25/23
Public Assist	19:17:00 03/25/23
Disturb Peace	18:43:32 03/25/23
Agency Assist	17:44:00 03/25/23
Public Assist	17:13:17 03/25/23
Traffic Stop	16:18:14 03/25/23
Juvenile Prob	16:11:02 03/25/23
Traffic Stop	14:31:35 03/25/23
Ord Viol EPD	13:43:32 03/25/23
Ord Viol EPD	13:03:49 03/25/23
CPO NCO Viol	23:48:09 03/24/23
Traffic Stop	23:04:24 03/24/23
Traffic Stop	22:38:35 03/24/23
Traffic Stop	22:13:30 03/24/23
Parking Problem	22:02:45 03/24/23
Traffic Stop	22:01:27 03/24/23
CPO NCO Viol	21:10:37 03/24/23
Traffic Stop	20:38:53 03/24/23
Traffic Stop	20:13:49 03/24/23
Disorderly	19:41:16 03/24/23
Suicidal Subj	19:32:01 03/24/23
Welfare Check	19:27:21 03/24/23
Welfare Check	18:38:08 03/24/23
Traffic Stop	18:21:33 03/24/23
Juvenile Prob	17:53:28 03/24/23
Civil Compl	17:42:00 03/24/23
Accident PI	17:25:26 03/24/23
Public Assist	17:24:38 03/24/23
DUI	17:21:09 03/24/23
Disorderly	17:06:55 03/24/23
Traffic Stop	17:06:38 03/24/23
Welfare Check	15:40:35 03/24/23
Traffic Stop	15:05:34 03/24/23
Traffic Stop	14:55:28 03/24/23
Traffic Stop	14:32:02 03/24/23
Civil Compl	12:52:25 03/24/23
Accident HR	10:45:56 03/24/23
Traffic Compl	10:36:22 03/24/23
Theft-Automobil	09:55:44 03/24/23
Suspicious	09:04:08 03/24/23
Alarm Bus	02:03:36 03/24/23
Medical	22:35:48 03/23/23
Warrant Arrest	20:54:57 03/23/23
Animal Cmplnt	19:28:42 03/23/23

<b>Nature</b>	<b>Reported</b>
Disturb Peace	18:59:10 03/23/23
Traffic Stop	18:23:26 03/23/23
Parking Problem	18:15:07 03/23/23
Information	17:56:38 03/23/23
Information	16:36:46 03/23/23
Suspicious Veh	16:27:45 03/23/23
Traffic Stop	14:25:02 03/23/23
Traffic Stop	11:54:59 03/23/23
Sex Offense	11:43:03 03/23/23
Property Damage	10:06:11 03/23/23
Mental Issue	09:09:31 03/23/23
Sex Offense	08:53:42 03/23/23
CPO NCO Viol	08:09:42 03/23/23
Alarm Bus	04:52:24 03/23/23
Medical	00:18:58 03/23/23
Traffic Stop	22:30:27 03/22/23
Disturb Peace	21:29:43 03/22/23
Traffic Stop	19:12:38 03/22/23
Traffic Stop	18:37:34 03/22/23
Traffic Stop	17:53:00 03/22/23
Traffic Stop	14:55:09 03/22/23
Welfare Check	12:25:09 03/22/23
Agency Assist	11:36:01 03/22/23
Parking Problem	10:25:49 03/22/23
Suspicious	04:39:46 03/22/23
Prowler	03:13:28 03/22/23
Prowler	22:58:14 03/21/23
Traffic Stop	22:37:54 03/21/23
Traffic Stop	20:23:08 03/21/23
Ord Viol EPD	14:53:31 03/21/23
Information	13:52:34 03/21/23
Traffic Stop	05:02:35 03/21/23
Fire Vehicle	04:16:02 03/21/23
Mental Issue	23:11:49 03/20/23
Custodial Int	16:51:03 03/20/23
Warrant Arrest	16:47:27 03/20/23
Domestic	14:38:21 03/20/23
Accident HR	13:14:19 03/20/23
Parking Problem	12:41:31 03/20/23
Suspicious	11:19:22 03/20/23
Medical	02:00:23 03/20/23
Child Abuse	23:55:24 03/19/23
Traffic Stop	23:44:33 03/19/23
Traffic Stop	20:20:22 03/19/23

<b>Nature</b>	<b>Reported</b>
Traffic Stop	17:49:59 03/19/23
Domestic	16:57:40 03/19/23
Welfare Check	14:27:23 03/19/23
Traffic Stop	12:33:38 03/19/23
Traffic Stop	12:18:50 03/19/23
Traffic Stop	04:30:38 03/19/23
Medical	01:30:25 03/19/23
Traffic Compl	23:01:31 03/18/23
DUI	22:20:45 03/18/23
Welfare Check	20:45:00 03/18/23
911 AHM	20:06:24 03/18/23
Traffic Stop	20:03:50 03/18/23
Juvenile Prob	19:48:00 03/18/23
911 AHM	17:56:45 03/18/23
CPO NCO Viol	15:17:21 03/18/23
Accident PI	14:32:04 03/18/23
Drugs PCS	14:04:39 03/18/23
Traffic Stop	13:47:36 03/18/23
Medical	13:28:56 03/18/23
Traffic Stop	11:46:53 03/18/23
Traffic Stop	11:31:10 03/18/23
Traffic Stop	07:56:42 03/18/23
Disorderly	07:45:27 03/18/23
Disturb Peace	07:07:14 03/18/23
Accident PI	03:27:09 03/18/23
Traffic Stop	01:16:39 03/18/23
Traffic Stop	01:09:58 03/18/23
Traffic Stop	23:27:57 03/17/23
Traffic Stop	23:27:21 03/17/23
Threats	23:11:50 03/17/23
Traffic Stop	23:10:22 03/17/23
Traffic Stop	22:46:28 03/17/23
Traffic Stop	22:22:11 03/17/23
Traffic Stop	21:47:41 03/17/23
Accident HR	21:46:54 03/17/23
Traffic Stop	21:19:12 03/17/23
Suspicious Veh	21:13:09 03/17/23
Traffic Stop	18:37:12 03/17/23
Civil Compl	18:03:35 03/17/23
Traffic Compl	17:16:30 03/17/23
Traffic Stop	17:06:47 03/17/23
Traffic Stop	16:41:15 03/17/23
Traffic Stop	16:37:43 03/17/23
Traffic Stop	16:37:01 03/17/23

<b>Nature</b>	<b>Reported</b>
Traffic Stop	16:24:06 03/17/23
Traffic Stop	15:59:40 03/17/23
Stray Dog	15:02:29 03/17/23
Public Assist	15:01:18 03/17/23
Parking Problem	14:40:01 03/17/23
Medical	14:26:58 03/17/23
Parking Problem	14:21:36 03/17/23
Harassment	12:52:02 03/17/23
Traffic Stop	12:39:00 03/17/23
CPO NCO Viol	12:18:46 03/17/23
Traffic Stop	12:10:29 03/17/23
Traffic Stop	11:49:23 03/17/23
Suspicious	11:29:39 03/17/23
Traffic Stop	07:29:26 03/17/23
Traffic Stop	06:21:07 03/17/23
Mental Hold	23:24:28 03/16/23
Threats	20:15:40 03/16/23
Domestic	20:03:04 03/16/23
Stray Dog	15:52:24 03/16/23
Child Abuse	15:45:42 03/16/23
Traffic Stop	15:27:23 03/16/23
Sex Offense	14:10:11 03/16/23
Ord Viol EPD	13:53:30 03/16/23
Stray Dog	12:51:06 03/16/23
Suspicious Veh	11:16:05 03/16/23
Information	10:28:04 03/16/23
Welfare Check	10:09:05 03/16/23
Traffic Stop	08:34:26 03/16/23
Alarm Bus	06:50:39 03/16/23
Civil Compl	06:23:09 03/16/23
Public Assist	21:25:29 03/15/23
Mental Hold	21:20:11 03/15/23
Motorist Assist	21:10:56 03/15/23
Public Assist	20:39:04 03/15/23
Information	18:54:35 03/15/23
Parking Problem	18:30:03 03/15/23
Medical	17:35:01 03/15/23
Stray Dog	13:28:56 03/15/23
Traffic Stop	12:28:50 03/15/23
Traffic Stop	09:53:13 03/15/23
Domestic	22:36:18 03/14/23
Domestic	21:33:48 03/14/23
Theft	17:31:02 03/14/23
Stray Dog	15:00:35 03/14/23

<b>Nature</b>	<b>Reported</b>
Civil Compl	13:56:28 03/14/23
Threats	12:22:03 03/14/23
Funeral Escort	11:30:22 03/14/23
Traffic Stop	09:29:33 03/14/23
Traffic Stop	09:13:05 03/14/23
Traffic Stop	01:16:22 03/14/23
Traffic Stop	01:00:29 03/14/23
Traffic Stop	23:27:59 03/13/23
Traffic Stop	22:48:53 03/13/23
Alarm Bus	22:30:22 03/13/23
Medical	22:26:48 03/13/23
Suspicious	19:53:02 03/13/23
Traffic Stop	18:19:16 03/13/23
Extra Patrol	17:48:54 03/13/23
Medical	17:37:37 03/13/23
Civil Compl	17:08:33 03/13/23
Traffic Compl	17:02:06 03/13/23
Ord Viol EPD	16:25:23 03/13/23
Sex Offense	16:12:20 03/13/23
Medical	16:00:25 03/13/23
Traffic Stop	14:44:58 03/13/23
Traffic Stop	14:24:52 03/13/23
Battery	13:35:11 03/13/23
Theft	13:09:51 03/13/23
Harassment	12:56:37 03/13/23
Traffic Stop	00:35:21 03/13/23
Traffic Stop	23:50:40 03/12/23
Traffic Stop	23:41:01 03/12/23
911 AHM	22:59:56 03/12/23
Alarm Bus	20:54:22 03/12/23
Traffic Stop	20:25:54 03/12/23
Animal Cmplnt	15:09:41 03/12/23
Traffic Stop	12:55:26 03/12/23
Trespassing	11:26:58 03/12/23
Traffic Stop	07:00:33 03/12/23
Traffic Stop	03:54:34 03/12/23
Fire Smoke Rpt	23:38:21 03/11/23
Traffic Stop	22:21:00 03/11/23
Accident PD	18:54:18 03/11/23
Juvenile Prob	18:05:15 03/11/23
CPO NCO Viol	14:47:49 03/11/23
Ord Viol EPD	12:45:38 03/11/23
Ord Viol EPD	12:31:04 03/11/23
Medical	11:05:39 03/11/23



<b>Nature</b>	<b>Reported</b>
ABANDONED VEH	10:50:41 03/11/23
Traffic Stop	09:14:08 03/11/23
Traffic Stop	06:00:16 03/11/23
Alarm Bus	02:57:34 03/11/23
Traffic Stop	01:51:49 03/11/23
Traffic Stop	23:10:22 03/10/23
Traffic Stop	22:50:08 03/10/23
Traffic Stop	22:31:37 03/10/23
Traffic Stop	22:10:38 03/10/23
Traffic Stop	20:14:14 03/10/23
Traffic Stop	19:52:42 03/10/23
Traffic Stop	19:41:53 03/10/23
Traffic Stop	19:26:32 03/10/23
Traffic Stop	19:21:59 03/10/23
Traffic Stop	19:17:12 03/10/23
Traffic Stop	19:04:40 03/10/23
Traffic Stop	17:13:35 03/10/23
Traffic Stop	17:05:23 03/10/23
Ord Viol EPD	16:42:22 03/10/23
Traffic Stop	16:26:01 03/10/23
911 AHM	16:01:46 03/10/23
Traffic Stop	15:37:14 03/10/23
Civil Compl	14:25:26 03/10/23
Unwanted Subj	14:11:34 03/10/23
Traffic Stop	13:29:28 03/10/23
Traffic Stop	13:03:51 03/10/23
Traffic Stop	12:53:32 03/10/23
Traffic Stop	12:41:33 03/10/23
Harassment	11:53:12 03/10/23
Juvenile Prob	11:44:37 03/10/23
Drugs PCS	09:33:29 03/10/23
Disorderly	08:40:17 03/10/23
Accident HR	07:33:26 03/10/23
Bus Violation	07:17:37 03/10/23
Alarm Bus	06:33:36 03/10/23
Line Down	06:31:08 03/10/23
Suicidal Subj	01:38:10 03/10/23
Traffic Stop	23:08:52 03/09/23
Medical	22:42:23 03/09/23
Traffic Stop	21:32:06 03/09/23
Traffic Stop	21:08:01 03/09/23
Traffic Stop	20:45:51 03/09/23
Public Assist	20:35:55 03/09/23
Traffic Stop	20:35:10 03/09/23

<b>Nature</b>	<b>Reported</b>
Medical	20:06:00 03/09/23
Medical	19:42:10 03/09/23
Accident PI	19:35:18 03/09/23
Traffic Stop	19:04:32 03/09/23
ABANDONED VEH	16:16:28 03/09/23
Traffic Stop	15:52:44 03/09/23
Traffic Stop	13:22:26 03/09/23
Traffic Stop	13:11:42 03/09/23
Traffic Stop	13:02:12 03/09/23
Traffic Stop	12:47:08 03/09/23
Mental Issue	10:56:07 03/09/23
Information	09:41:59 03/09/23
Traffic Stop	07:35:49 03/09/23
Traffic Stop	07:07:51 03/09/23
Traffic Stop	06:01:22 03/09/23
Motorist Assist	05:24:47 03/09/23
Traffic Stop	22:58:35 03/08/23
Property Damage	19:59:34 03/08/23
Traffic Stop	19:58:40 03/08/23
Traffic Stop	19:44:22 03/08/23
Traffic Stop	17:56:25 03/08/23
Traffic Stop	17:39:41 03/08/23
Traffic Stop	17:24:39 03/08/23
Traffic Stop	17:10:38 03/08/23
Medical	16:33:09 03/08/23
Traffic Stop	16:25:59 03/08/23
Traffic Stop	15:56:44 03/08/23
Traffic Stop	15:54:30 03/08/23
Traffic Stop	15:43:25 03/08/23
Traffic Stop	15:40:05 03/08/23
Traffic Stop	15:31:38 03/08/23
Traffic Stop	15:25:06 03/08/23
Traffic Stop	15:09:03 03/08/23
Threats	15:00:58 03/08/23
Traffic Stop	14:44:46 03/08/23
Traffic Stop	13:55:46 03/08/23
Accident PD	11:48:38 03/08/23
Disorderly	10:08:03 03/08/23
Traffic Stop	08:04:24 03/08/23
Alarm Bus	01:18:18 03/08/23
Traffic Stop	23:31:20 03/07/23
Traffic Stop	22:55:16 03/07/23
Traffic Stop	22:17:31 03/07/23
Traffic Stop	21:57:45 03/07/23

<b>Nature</b>	<b>Reported</b>
Traffic Stop	21:41:29 03/07/23
Disturb Peace	20:05:36 03/07/23
Alarm Fire	17:49:56 03/07/23
Civil Compl	15:54:26 03/07/23
Fraud	14:25:34 03/07/23
Battery	12:22:52 03/07/23
Suspicious	11:00:23 03/07/23
Fraud	09:59:24 03/07/23
Battery	09:48:35 03/07/23
Agency Assist	08:15:43 03/07/23
Theft-Automobil	05:47:48 03/07/23
Unattended Dth	02:16:17 03/07/23
Traffic Stop	22:51:59 03/06/23
Mental Issue	21:29:19 03/06/23
Traffic Stop	20:58:41 03/06/23
Agency Assist	19:54:59 03/06/23
Animal Cmplnt	18:05:51 03/06/23
Traffic Stop	17:58:54 03/06/23
Civil Standby	16:45:36 03/06/23
Traffic Stop	16:12:04 03/06/23
Welfare Check	15:53:18 03/06/23
Domestic	14:58:59 03/06/23
Animal Cmplnt	14:57:19 03/06/23
Wanted Person	14:16:47 03/06/23
Traffic Stop	13:41:46 03/06/23
Welfare Check	11:03:10 03/06/23
Parking Problem	05:34:19 03/06/23
Medical	00:28:30 03/06/23
Traffic Stop	23:47:43 03/05/23
Traffic Stop	21:26:17 03/05/23
Alarm Bus	21:00:31 03/05/23
Traffic Stop	20:32:09 03/05/23
Traffic Stop	20:19:54 03/05/23
Traffic Stop	20:00:56 03/05/23
Traffic Stop	19:47:14 03/05/23
Traffic Stop	18:03:17 03/05/23
Traffic Stop	17:49:18 03/05/23
Drugs PCS	17:06:14 03/05/23
Theft	16:50:42 03/05/23
Traffic Stop	15:04:54 03/05/23
Traffic Stop	14:29:10 03/05/23
Welfare Check	14:25:38 03/05/23
911 AHM	14:08:50 03/05/23
Mental Issue	12:51:39 03/05/23

<b>Nature</b>	<b>Reported</b>
Information	10:42:15 03/05/23
Theft	08:08:42 03/05/23
Domestic	02:50:02 03/05/23
Open Door	22:28:50 03/04/23
Suspicious Veh	21:36:30 03/04/23
Warrant Search	19:07:11 03/04/23
Traffic Stop	17:08:54 03/04/23
Traffic Stop	16:32:14 03/04/23
Traffic Stop	16:16:35 03/04/23
Medical	16:01:41 03/04/23
Traffic Stop	16:01:22 03/04/23
Public Assist	14:51:45 03/04/23
Fraud	14:42:42 03/04/23
Traffic Stop	14:17:15 03/04/23
Stray Dog	13:47:47 03/04/23
Civil Compl	12:04:51 03/04/23
Medical	11:20:23 03/04/23
Civil Compl	08:48:16 03/04/23
Traffic Stop	02:46:25 03/04/23
Traffic Stop	02:24:01 03/04/23
Traffic Stop	01:14:36 03/04/23
Traffic Stop	00:18:47 03/04/23
Traffic Stop	00:13:21 03/04/23
Theft	23:38:42 03/03/23
Traffic Stop	23:15:55 03/03/23
Suspicious Veh	22:56:08 03/03/23
Traffic Stop	22:55:17 03/03/23
Traffic Stop	22:02:58 03/03/23
Traffic Stop	21:58:05 03/03/23
Suspicious Veh	20:49:20 03/03/23
Traffic Stop	20:06:14 03/03/23
Medical	19:58:27 03/03/23
Public Assist	19:28:30 03/03/23
Traffic Stop	19:17:12 03/03/23
Traffic Stop	19:05:18 03/03/23
Public Assist	18:47:44 03/03/23
Traffic Stop	18:40:12 03/03/23
DWP	18:39:09 03/03/23
Traffic Stop	18:32:21 03/03/23
Traffic Stop	18:16:22 03/03/23
Suspicious Veh	17:30:21 03/03/23
Traffic Stop	15:36:05 03/03/23
Traffic Stop	15:32:36 03/03/23
Trespassing	14:02:16 03/03/23

<b>Nature</b>	<b>Reported</b>
ABANDONED VEH	13:50:29 03/03/23
Traffic Stop	12:49:22 03/03/23
Traffic Stop	12:33:36 03/03/23
Juvenile Prob	12:09:00 03/03/23
Public Assist	11:28:14 03/03/23
Traffic Stop	10:59:37 03/03/23
Traffic Stop	10:37:24 03/03/23
Traffic Stop	10:29:12 03/03/23
Juvenile Prob	07:51:55 03/03/23
Threats	21:01:51 03/02/23
Medical	20:49:19 03/02/23
Suspicious	20:26:03 03/02/23
Welfare Check	19:45:29 03/02/23
Traffic Stop	18:36:15 03/02/23
Fraud	14:52:47 03/02/23
Welfare Check	14:21:29 03/02/23
Accident HR	14:07:14 03/02/23
Harassment	13:33:48 03/02/23
Civil Compl	12:16:19 03/02/23
Welfare Check	11:52:12 03/02/23
Juvenile Prob	10:51:49 03/02/23
Information	08:51:29 03/02/23
Juvenile Prob	08:35:12 03/02/23
Traffic Stop	07:45:35 03/02/23
Alarm Medical	01:55:03 03/02/23
Suspicious Veh	22:46:59 03/01/23
Traffic Stop	21:30:14 03/01/23
Traffic Stop	21:18:14 03/01/23
Stray Dog	20:53:03 03/01/23
Fire Smoke Rpt	18:46:25 03/01/23
Traffic Stop	17:32:50 03/01/23
Mental Issue	16:45:03 03/01/23
Disturb Peace	14:56:03 03/01/23
Public Assist	14:52:47 03/01/23
Traffic Compl	14:45:44 03/01/23
Traffic Stop	14:37:51 03/01/23
Traffic Stop	14:28:12 03/01/23
Traffic Compl	13:48:35 03/01/23
Welfare Check	13:11:29 03/01/23
Information	12:02:22 03/01/23
Stray Dog	11:39:27 03/01/23
Threats	10:39:06 03/01/23
Traffic Stop	00:11:25 03/01/23

## City's Strategic Pillars

4/24/23

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

### PUBLIC WORKS GOALS

- Replace all water distribution lines less than 6" in diameter to meet mandatory minimum main line size requirement. 75%
- Design for well #6 at City Park. 60%
- Reduce I&I inside sewer collection lines to less than 50% of current rate per Sewer Capital Improvement Plan. 70%
- Implement Airport Pavement, and Master Capital Improvement Plan. 50%
- Replace Utilities at Wardwell Loop. 20%
- Create Cemetery Master Plan. 5% *on hold*

### EXPENDITURE REQUIRING AUTHORIZATION / PURPOSE OF EXPENDITURE

- 02/25/23 Keller Associates, 12<sup>th</sup> and Substation Int, \$14,171.00
- 02/25/23 Keller Associates, Wastewater Collection, \$10,340.00
- 02/25/23 Keller Associates, 12<sup>th</sup> St Lift Station, \$9,050.00
- 02/25/23 Keller Associates, Quail Run Lift Station, \$9,330.00
- 02/25/23 Keller Associates, Upper Pressure Zone 1, \$11,676.25
- 03/15/23 Watersolve LLC, WWTP, \$22,940.00
- 02/24/23 Micro Motion Inc, Public Works, \$6,907.81
- 03/22/23 Innovative Concrete Construction, PW ARPA Steel Building, \$7,500.00
- 03/16/23 Ferguson Water Works #1701, Hawthorne Lift Station, \$14,017.51
- 03/28/23 Innovative Concrete Construction, Final Payment Building ARPA, \$7,500.00
- 03/31/23 Payette River Electric, Hawthorne Lift Station, \$14,900.00
- 03/29/23 Consolidated Supply, Public Works, \$10,493.08
- 03/29/23 Consolidated Supply, Public Works, \$11,940.91
- 03/29/23 Ferguson Water Works #1701, Public Works, \$6,881.56
- 03/29/23 Ferguson Water Works #1701, Hawthorne, \$12,573.89

### TRAINING

- 04/06 - 04/07/23 2023 Idaho Airport Management Association (IAMA) Conference, 2 Employees, \$150 each

### ACCOMPLISHMENTS SINCE LAST REPORT

1. Completed new Hawthorne Lift Station.
2. Completed new sewer main to lift station on Hawthorne.
3. Upgraded sewer services for Hawthorne from 6<sup>th</sup> to 7<sup>th</sup>.
4. Completed new 8" water main on Hawthorne.
5. Opened all city restroom facilities for summer.
6. Paved all utility trenches from winter.
7. Submitted all flows data to Keller Associates to help with wastewater and collection plan update.
8. Adjusting all domestic water pumps and motors to get more efficiency in power consumption.
9. Working on new upgrade for the city clerk department.
10. Clearing all storm drain systems in roadway.

### PLAN FOR NEXT 30 DAYS

1. Started alley grading.
2. Get splash pad contract approved.
3. Get CXT building contract approved.
4. Install new water services in Hawthorne.
5. Pave new roadway on Hawthorne.
6. Install new curb/gutter/sidewalk on Hawthorne.
7. WWTP/Sewer and WTP/Water Master Plan Update continued.
8. 12th and Substation Intersection Review with Keller Associates continued
9. Preparing 7th St from Hawthorne to McKinley for paving. (Holding for approved temperatures)
10. Continuing our efforts to mitigate I&I.
11. Sewer manhole - grout and/or replacement for those leaking water
12. Repair bad water valves and water valve boxes
13. Water valve exercise for all water distribution valves.
14. Upgrade fire hydrants older than 18 years.
15. Roads will be clearing storm drains of winter road debris with vac truck
16. Preparing plows and snow removal equipment for winter.
17. Work with ITD to get access off Hwy 16 for development of commercial
18. Get contract with splash pad designer/supplier
19. Pave new roadway on 7<sup>th</sup> from Hawthorne to McKinley.

## *City's Strategic Pillars*

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

### *Systems Admin Goals (with percentage of completion to date)*

- Complete fiber optic network to inner city facilities. **88% Airport & Locust Booster will be last major sites to complete.** Airport city fiber will be complete in coming weeks to our hanger.
- Migrate all servers to cloud over the next 5 years. **35% SysAdmin, Library, Public Works converted to SharePoint cloud storage. Will get clerks converted after FTTH pilot project.**
- Complete Geographic Information System mapping of all city infrastructure assets (ongoing). **80% New fiber infrastructure on deck once comp plan is complete.**
- Convert city network from a bridged configuration to routed. **45% Initial plan and IP address scheme. Converted City Park, Highlands Booster, Fire Department, Industrial Park, Tin building, and Cemetery thus far.**
- ARPA Projects and Reporting completion. **25% Locust generator has been delivered. Concrete and building erection for Locust on deck.**

### *Expenditures requiring authorization from higher and purpose of expenditure*

- None

### *Training last 30 days*

#### *No less than Top Ten Accomplishments since last report*

1. Zoning maps shape file exports
2. Review Davis Bacon wages requirement for ARPA funds
3. Locust well battery backup issue fix
4. SIM card swap and program in Cradlepoints x3
5. Online maintenance forms backups
6. Move computer setups in PD offices
7. PD Cradlepoint setup for mobile use
8. Initial meeting with Valor Health on hospital fiber
9. Emmett fiber internet service help phone line setup
10. Lift station maintenance reports exported
11. New monitors install in PD office
12. New Synology #5 setup at annex
13. Document cemetery fiber strands
14. Clerk remodel computer assistance
15. Update water valve numbers for new sub
16. ID badge card new printer install
17. Research caller ID for cell phones to change
18. IRON 10gig circuit meeting

### *Plan for next 30 days*

19. Mass email setup for ISP maintenance windows	20. Fiber plan from Annex to Hawthorne lift station
21. Firstnet change over, cradlepoints	22. City/County network interconnection setup
23. Splicing of Airport fiber and conduit installation	24. Cemetery lighting and camera expansion
25. GIS fiber mapping platform build (Docufiber)	26. GIS info for Mill property
27. Network switch replacements WWTP, Ind Park	28. Fire department new RMS system
29. Dagherfalls fiber discussion	30. Tower radio collector unit for all water meters