

## EMMETT MAYOR'S DECLARATION OF LOCAL DISASTER EMERGENCY

**WHEREAS**, Idaho Code § 46-1011 allows the Mayor of a city to declare a local disaster emergency; and

**WHEREAS**, Idaho Code § 46-1002(2) defines "disaster" as the "imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, windstorm, wave action, volcanic activity, explosion, riot, or hostile military or paramilitary action and including acts of terrorism;" and

**WHEREAS**, the imminent threat of widespread and severe harm to the health of residents and visitors to the City of Emmett as addressed by the Centers for Disease Control and by actions of the Governor of the state of Idaho constitutes a "disaster"; and

**WHEREAS**, a declaration activates the response and recovery aspects of applicable local or intergovernmental disaster emergency plans for the furnishing of aid and assistance; and

**WHEREAS**, Idaho Code § 46-1002(3) provides that an "emergency" includes the imminent threat to life or property which requires state emergency assistance to supplement local efforts to protect well-being or property or to avert or lessen the threat of "disaster;" and

**WHEREAS**, the emergency referenced herein exists because the contagious nature and potentially serious consequences of the COVID-19 virus for residents and visitors to the City of Emmett and requires state emergency assistance to supplement local efforts to protect life, health and property; and

**WHEREAS**, Idaho Code § 67-2808 authorizes the Council of the City of Emmett to declare an emergency and that the public interest and necessity may demand the immediate expenditure of public money without compliance with formal bidding procedures; and

**WHEREAS**, an emergency declaration must be filed with the county recorder's office and "given prompt and general publicity."

**NOW THEREFORE**, the Mayor of the City of Emmett does hereby declare:

That a Local Disaster Emergency exists and that all efforts will be made to protect the citizens and property of the City of Emmett through activation of all local disaster emergency plans and state emergency assistance; and

That this Local Disaster Emergency shall expire within seven (7) days unless the City Council expressly authorizes the continuance of such Declaration; and

**Instrument # 325957**

EMMETT, GEM, IDAHO

3-18-2020 08:50:54 AM No. of Pages: 2

Recorded for : MAYOR PETRIE

SHELLY TILTON

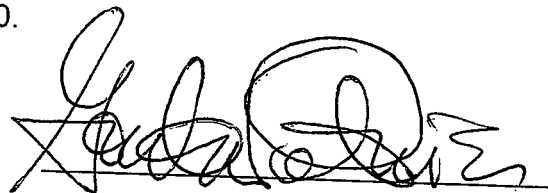
Fee: 0.00

Ex-Officio Recorder Deputy

That this Declaration of Local Disaster Emergency ("Declaration") shall be promptly filed with the Gem County Recorder's Office; and

That prompt and general publicity shall be given by a press release notifying the public of this Declaration.

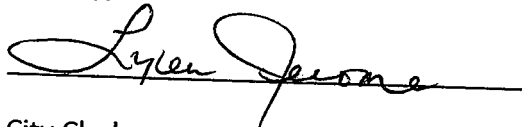
Declared this 18th day of March, 2020.



Mayor

Date: 18 MAR 2020

ATTEST:



City Clerk

Date: 3/18/20

Confirmed by the City Council of the City of Emmett on the 24th day of March 2020 at their regularly scheduled city council meeting; and upon a vote of \_\_\_ yeas to \_\_\_ nays, and \_\_\_ abstentions, the City Council extended the above Declaration of Emergency to 11:59 p. m. on April 30th, 2020.

\_\_\_\_\_  
Clerk of the City of Emmett

Dated this \_\_\_ day of March 2020

# City of Emmett Council Meeting

March 10, 2020

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

**Council Present:** Council President Steve Nebeker, Councilman Tona Henderson, Councilman Gary Resinkin, Councilman Denise Sorenson, Councilman Michelle Welch and Councilman Thomas Butler.

**Staff Present:** Lyleen Jerome, Brian Sullivan, Curt Christensen, Alyce Kelley, Steve Kunka, Mike Knittel, Stephanie Johnson, Anna Marie Young

**Public Present:** Stephen Frey – 901 S. Hayes Ave., Bob Jensen – 523 E 4<sup>th</sup> St., Mark Helm – 1010 E. Phillips

**Amendments to the Agenda:** Change W to S in the address of Public Hearing #2. And remove topic E in Business.

**Council President Nebeker made a MOTION TO APPROVE THE AGENDA AS AMENDED. Seconded by Councilman Henderson. 6 -AYES, 0- NOES. Motion Carried.**

**Declaration of Conflicts of Interest:** - None

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

## **PUBLIC HEARING:**

A. Mayor Petrie opened the Public Hearing at 7:07pm. Anna Marie Young, City Planning Clerk gave a presentation on the Rezone RZ#20-001 from R-2 to R-3 on Parcel RP06N01W079240, 913 S. Wardwell Avenue owner Stephen Frey of 913 Wardwell, LLC. Stephen Frey resident of 901 S. Hayes and the applicant gave his input. Mayor Petrie called for further public comment four times.

B. Close of Public Hearing – the Public Hearing was adjourned at 7:23pm.

C. Decision of Public Hearing. **Councilman Henderson made a MOTION TO APPROVE THE RE-ZONE OF PARCEL NUMBER RP06N01W079240 FOR APPLICANT STEPHEN FREY, WITH THE FOLLOWING CONDITIONS, 1) NO STRUCTURES/LANDSCAPING SHALL BE WITHIN 12FT OF IRRIGATION LATERAL BANS, 2) ADD EXISTING STRUCTURE TO THE SITE PLAN, IRRIGATION LATERAL, DRAIN AND DITCH FLOWS SHALL BE MAINTAINED, ENSURE 10FT EASEMENT FOR PRESSURE IRRIGATION LINES, AND 3) THAT ONLY ONE ADDITIONAL DUPLEX WILL BE ALLOWED AND A MINIMUM OF 3 OFF-STREET PARKING SPACES BE PROVIDED. DESIGNATE THE ZONING CLASSIFICATION OF R-3 MULTI-FAMILY RESIDENTIAL AND DIRECT STAFF TO CREATE AN ORDINANCE TO BRING BACK TO COUNCIL FOR APPROVAL AND ADOPT STAFF ANALYSIS. Seconded by Council President Nebeker. AYES - 6, NOES - 0. Motion Carried.**

## **PUBLIC HEARING:**

A. Mayor Petrie opened the Public Hearing at 7:27pm. Brian Sullivan, City Planner gave a presentation on the Annexation ANN #20-002 with Zoning Classification and Development Agreement DA #20-001 of Subject Property: 2030 S. Washington Ave. Applicant Sawtooth Land Surveying, Owner is Gus Porter, 1 Plus None. No Public Comment was given. Mayor Petrie called for further public comment three times.

B. Close of Public Hearing – the Public Hearing was adjourned at 7:45pm.

C. Decision of Public Hearing. **Councilman Henderson made a MOTION TO APPROVE THE ANNEXATION WITH DEVELOPMENT AGREEMENT OF PARCEL NUMBER RPC91000010040 FOR OWNER ONE PLUS NONE LLC AND DESIGNATE THE ZONING CLASSIFICATION OF C – COMMERCIAL AND DIRECT STAFF TO CREATE AN ORDINANCE TO BRING BACK TO COUNCIL FOR APPROVAL. Seconded by Councilman Resinkin. PRESIDENT NEBEKER – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN – RESINKIN – AYE, COUNCILMAN SORENSON – AYE, COUNCILMAN WELCH – AYE, COUNCILMAN BUTLER – AYE. Motion Carried.**

## **ELECTED OFFICIALS:**

A. **Mayor** - Councilman Butler will be out at Tom's Cabin serving food on St. Patrick's Day to support the VFW.

B. **City Council**

C. **Announcements and Good of the Order**

## **CONSENT AGENDA:**

A. **Approval of Minutes** – February 25, 2020 Regular Meeting

B. **Approval of Accounts Payable.**

**Councilman Henderson made a MOTION TO ACCEPT THE CONSENT AGENDA. Seconded by Councilman Welch. 6 – AYES, 0- NOES. Motion Carried.**

## **NON-CONSENT AGENDA**

### **BUSINESS:**

A. Public Works Director, Clint Seamons requests Approval of Ordinance #O2020-03 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO ADDING CHAPTER 11 "LATECOMERS" TO TITLE 1 OF THE CITY CODE, SECTION 1: EXTENSIONS AND IMPROVEMENTS TO CITY

City of Emmett Council Meeting

March 10, 2020

WATER OR SEWER FACILITIES Council President Nebeker made a MOTION TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL AND THAT THE ORDINANCE BE READ ONCE BY TITLE. Seconded by Councilman Welch. ROLL CALL VOTE. COUNCIL PRESIDENT NEBEKER – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN – RESINKIN – AYE, COUNCILMAN SORENSON – AYE, COUNCILMAN WELCH – AYE, COUNCILMAN BUTLER – AYE. Motion Carried. Councilman Henderson made a MOTION TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2020-03, DIRECT THE MAYOR TO SIGN AND DIRECT THAT IT BE PUBLISHED BY SUMMARY. Seconded by Council President Nebeker. ROLL CALL VOTE. COUNCIL PRESIDENT NEBEKER – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN – RESINKIN – AYE, COUNCILMAN SORENSON – AYE, COUNCILMAN WELCH – AYE, COUNCILMAN BUTLER – AYE. Motion Carried.

B. Public Works Director, Clint Seamons requests approval for a City of Emmett Truck Route Analysis Technical Memorandum. Council President Nebeker made a MOTION TO APPROVE CITY OF EMMETT TRUCK ROUTE ANALYSIS TECHNICAL MEMORANDUM. Seconded by Councilman Butler. 6 – AYES. 0 – NOES. Motion Carried.

C. Public Works Director, Clint Seamons asked for approval of the 2020 Arbor Day Grant Application. Councilman Henderson made a MOTION TO APPROVE 2020 ARBOR DAY GRANT APPLICATION WITH MAYOR TO SIGN. Seconded by Councilman Resinkin. 6 - AYES, 0 - NOES. Motion Carried.

D. Planning Director, Brian Sullivan gave a review of Vacation Request with Payette River Orchards Subdivision and to move forward with the plan. Council President Nebeker made a MOTION TO MOVE FORWARD WITH THE PROPOSAL TO THE ZONING COMMISSION. Seconded by Councilman Welch. 6 - AYES, 0 - Noes. Motion Carried.

**DEPARTMENT/ ACTIVITY REPORTS**

- A. Building Official/City Planner – Brian Sullivan – no report
- B. City Clerk – Lyleen Jerome – no report
- C. Fire – Chief Curt Christensen – no report
- D. Library – Alyce Kelley – no report
- E. Police – Chief Steve Kunka – no report
- F. Public Works – Director Clint Seamons – no report
- G. Systems Administrator – Mike Knittel – no report.
- H. Engineer

Councilman Henderson made a MOTION TO ADJOURN. Seconded by Councilman Resinkin. 6 – AYES, 0 – NOES. Motion Carried.

Meeting Adjourned at 8:17 p.m.

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Mayor Gordon Petrie

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Lyleen Jerome, City Clerk

March 4, 2020

Gordon Petrie, Mayor  
City of Emmett  
501 E. Main Street  
Emmett, Idaho 83617

Re: Underwriter/Placement Agent Engagement Letter  
Water and Sewer Revenue Refunding Bonds to be issued before September 30, 2023  
(the "Securities")

Dear Gordon:

On behalf of Piper Sandler & Co. ("Piper Sandler" or "we"), we wish to thank you for the opportunity to serve as an underwriter or placement agent to you for the issuance of the Securities. We understand that the decision to either conduct a public sale of the Securities or arrange for the placement of the Securities in a private placement to a single or limited number of investors will be made by you sometime in the future. This letter is intended to describe our engagement for either method of sale.

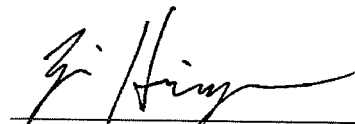
This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us. Although you intend or reasonably expect to use Piper Sandler as an underwriter or placement agent respecting the Securities, this engagement is subject to any applicable procurement laws and the formal approval of Piper Sandler as underwriter or placement agent by your board or governing body, and is also subject to mutual agreement as to the final structure for the Securities and the terms and conditions of a bond purchase or placement agent agreement. This engagement does not restrict you from using other underwriters or placement agents respecting the Securities or any other municipal securities transaction or prevent you from delaying or cancelling the Bond issue or selecting an underwriting syndicate that does not include Piper Sandler.

As an underwriter or placement agent, Piper Sandler may provide advice concerning the structure, timing, terms, and other similar matters concerning the Securities. However, Piper Sandler intends to serve as an underwriter or placement agent and not as a financial advisor to you; and the primary role of Piper Sandler is to purchase securities for resale to investors or arrange for the placement of securities in an arm's-length commercial transaction. Piper Sandler has financial and other interests that differ from your interests.

Attached to this letter are regulatory disclosures required by the Securities Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing any conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the issuer by contract with us, and that you are not a party to any conflict of interest relating to the Securities. If our understanding is incorrect, please notify the undersigned immediately.

We wish to receive your written acknowledgement that you have received the Appendix A disclosures and that this engagement is approved. Accordingly, please send me an email to that effect or sign and return the enclosed copy of this letter to me.

Sincerely,



Eric Heringer, Managing Director  
Piper Sandler & Co.

Acknowledgement and Approval of Engagement  
and Receipt of Appendix A Disclosures

\_\_\_\_\_  
Gordon Petrie, Mayor  
City of Emmett

Date: \_\_\_\_\_

## Appendix A – G-17 Disclosure

We are providing you with certain disclosures relating to the captioned bond issue (the Bonds), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 in accordance with MSRB Notice 2012-25 (May 7, 2012). Under new federal regulations, all underwriters and placement agents are now required to send the following disclosures to you (as the Issuer of the Bonds) in order to clarify with you the role of an underwriter or placement agent and other matters relating to an underwriting or placing of the Bonds.

Piper Sandler intends to serve as an underwriter or placement agent respecting the Bonds and not as a financial advisor or municipal advisor to you. As part of our services as an underwriter or placement agent, Piper Sandler may provide advice concerning the structure, timing, terms, and other similar

If Piper Sandler is engaged to act as your underwriter in a negotiated underwriting, and by engaging Piper Sandler as your underwriter, you determined to sell the Bonds by negotiated sale. A negotiated sale is the sale of a new issue of municipal securities by an issuer directly to an underwriter or underwriting syndicate selected by the issuer. A negotiated sale is distinguished from a sale by competitive bid, which requires public bidding by the underwriters. Piper Sandler did not advise you as to what method of sale (competitive or negotiated sale) you used for this issuance of municipal securities.

### ***Our Role as Underwriter:***

In serving as underwriter for the Bonds, these are some important disclosures that clarify our role and responsibilities:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the Issuer and it has financial and other interests that differ from those of the Issuer;
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;
- (iv) The underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The underwriter will review the official statement for the Issuer's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.<sup>1</sup>

### ***Our Role as Placement Agent:***

In serving as placement agent for the Bonds, these are some important disclosures that clarify our role and responsibilities:

- (i) MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors;
- (ii) Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation;
- (iii) Unlike a municipal advisor, we do not have a fiduciary duty to you under the federal securities laws and are, therefore, not required by federal law to act in your best interests without regard to our own financial or other interests;
- (iv) We have a duty to arrange the purchase securities from you at a fair and reasonable price, but must balance that duty with our duty to arrange the sale to investors at prices that are fair and reasonable; and

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<sup>1</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure for investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

- (v) In the event an official statement is prepared, we will review the official statement for your securities in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

***Our Compensation:***

As underwriter, compensation will be by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. As placement agent, compensation will be by a fee that was negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee, discount or placement agent fee will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter or placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

***Conflict of Interest for Underwritings Only:***

We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

***Risk Disclosures:***

In accordance with the requirements of MSRB Rule G-17, attached as Appendix B is a description of the material aspects of a typical fixed rate offering, including the Bonds. This letter may be later supplemented if the material terms of the Bonds change from what is described here.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with your own financial, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.



## Appendix B – Risk Disclosures

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

### Financial Characteristics

*Maturity and Interest.* Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity), one or more term maturities (specified principal amounts are payable on each term maturity date), a combination of serial and term maturities, or bullet maturities, in which all the Bonds mature on a single maturity date. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

*Redemption.* Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

*Other Financial Characteristics Specific to Direct Purchases of Bonds.* Purchasers of bonds in a direct purchase, private placement context sometimes ask for certain financial terms not typically included in publically offered bonds. For example, after a stated period of time (typically ten years or less), the purchaser may require that the interest rate on the Bonds be reset at a higher rate or require that the entire notional amount of the Bonds become due, which may require the refinancing of the Bonds in unfavorable market conditions. See section entitled “*Refinancing Risk*” below. Financial terms could include other provisions that raise your interest rate during the term of the bonds. For example, a margin rate clause (also known as “gross up” or “increased cost”) triggers an automatic interest rate increase should federal corporate tax rates be reduced, allowing the purchaser to offset the decreased value of the bonds. Other potential interest rate increases could include a higher rate triggered by an event of default (a “default rate”), an increase in the interest rate if there is a determination that interest on the bonds is includable in gross income for federal income tax purposes or a higher interest rate if the instrument fails to be bank-qualified. For any of these scenarios, the resulting interest rate may or not be capped by a maximum interest rate. If a rate cap applies, purchasers may ask that any interest that would have accrued but for a rate cap be deferred and paid out in later years. Another example of terms that may apply in a private placement include acceleration clauses, which may permit the bank purchaser to request immediate payment of outstanding principal in an event of default or otherwise force a restructuring of the bonds to a more accelerated amortization schedule. Lenders may also seek provisions requiring that any interest that would have accrued but for legal maximum rate restrictions to be deferred and paid if and when the applicable rate goes below such maximum rate (commonly known as a “clawback” or “recapture provision”).

These features could impact your liquidity, debt service coverage ratios or force you to divert funds to pay debt service on the Bonds that were intended for other purposes. Unexpected increases in interest rates could also impact your outstanding credit rating.

## **Security**

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

### **General Obligation Bonds**

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

### **Revenue Bonds**

"Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

### **General Fund Obligations**

"General Fund Obligations" are debt securities that are payable from an issuer's general fund and are not secured by a specific tax levy like a general obligation bond or a specific revenue pledge like a revenue bond. General fund obligations come in many varieties and may be a continuing obligation of the general fund or may be subject to annual appropriation. Often general fund obligations are issued in the form of certificates of participation in a lease obligation of the issuer.

## **Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

### **Risk of Default and Fiscal Stress**

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and may include the exercise of available remedies against you on behalf of the holders of the bonds. Depending on state law, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes or other budgetary adjustments may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, subject to applicable state law and the terms of the authorizing documents, you may be required to take steps to increase the available revenues that are pledged as security for the bonds.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

#### Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

#### Refinancing Risk

If the financing plan contemplates refinancing some or all of the bonds at maturity (for example, if there are term maturities, bullet maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions, changes to the credit of the Bonds or changes in law may limit, make more expensive or prevent the refinancing of those bonds when required.

#### Reinvestment Risk

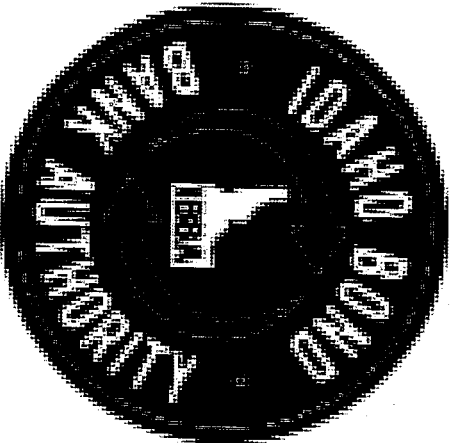
You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

#### Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

**PIPER | SANDLER**

**March 24, 2020**



**City of Emmett**  
**Bond Bank Bond Refinancing Update**

**Eric Heringer**  
MANAGING DIRECTOR  
Tel: +1 208-344-8561  
Email: [eric.heringer@psc.com](mailto:eric.heringer@psc.com)

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## Bond Refunding Candidate

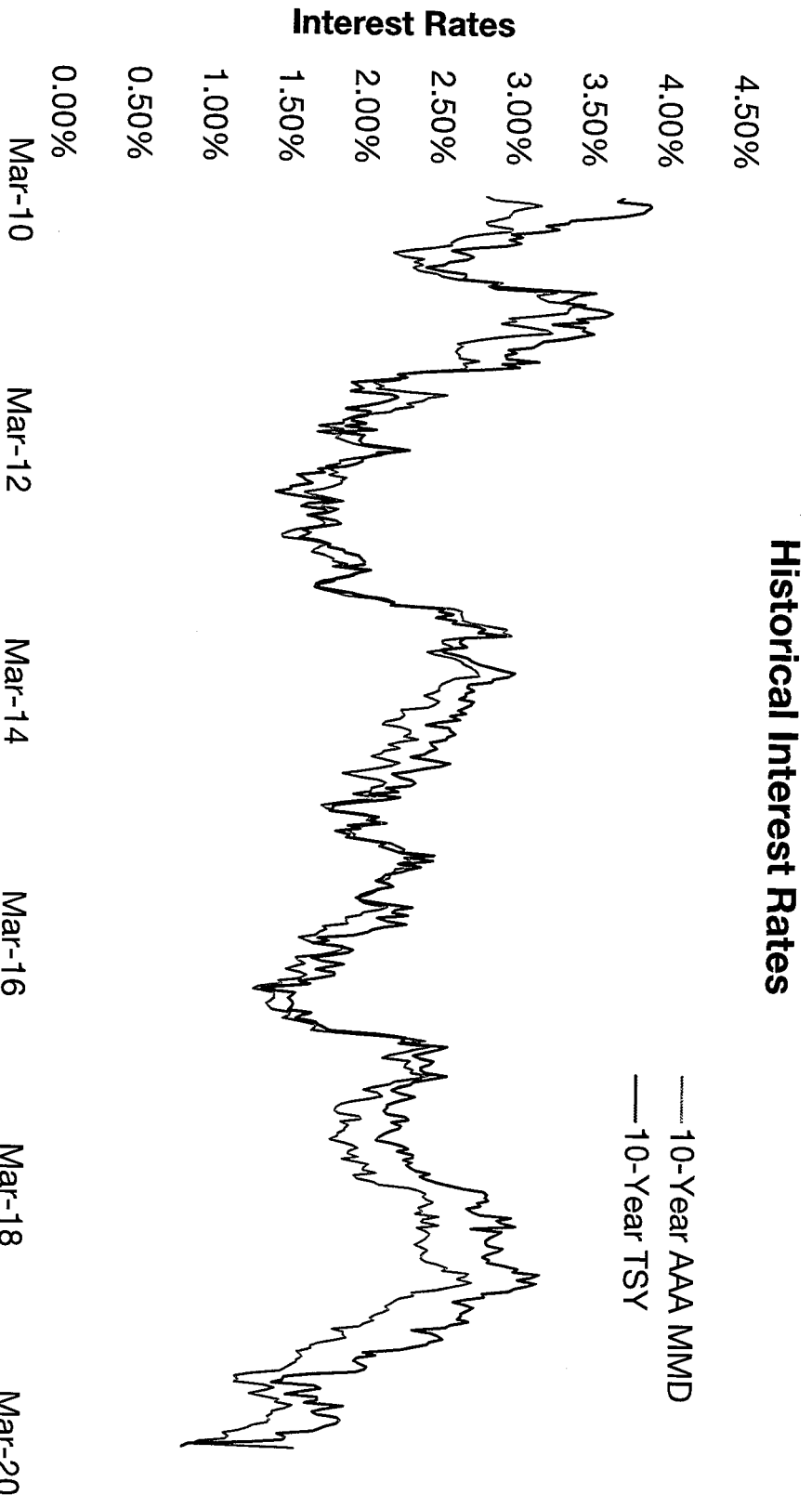
The City of Emmett issued the following Water & Sewer Revenue Bonds through the Idaho Bond Bank Authority:

|                           | Series 2012B  | Series 2012C | Series 2013A |
|---------------------------|---------------|--------------|--------------|
| Original Principal Amount | \$9,335,000   | \$1,100,000  | \$1,000,000  |
| Closing Date              | 6/21/2012     | 6/21/2012    | 6/5/2013     |
| Final Maturity            | 2040          | 2041         | 2042         |
| Range of Interest Rates   | 2.50% - 5.00% | 4.00%        | 3.50%        |
| Call Date                 | 9/15/2022     | 9/15/2022    | 9/15/2023    |

- The City also issued \$2,770,000 of Water & Sewer Revenue Bonds through the USDA Rural Development ("RD") Loan Program in 2012.
- The combined principal amount (Bond Bank and RD) currently outstanding is \$11.9 million.
- The combined principal amount that can be "called" for early redemption is \$11.16 million.

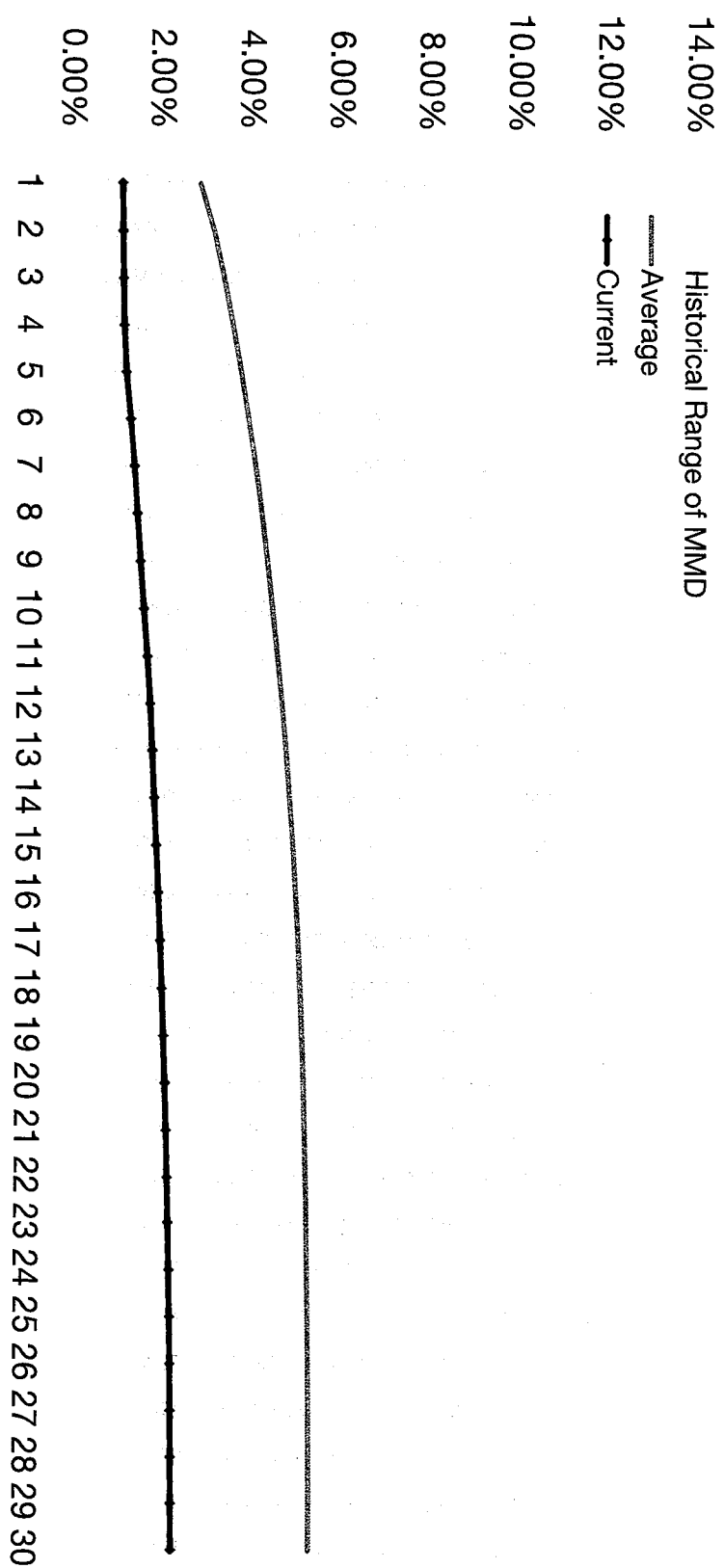
# Interest Rates

Interest rates on bonds are near historical lows.



# Tax-Exempt "AAA" MMD Interest Rates

## Range of Tax-Exempt "AAA" MMD Interest Rates (1991-Present)



**Maturities**



## **Current Refunding Process (RD Bonds)**

- The City could issue new bonds at interest rates that are lower than the existing 2012A bonds that would be refunded (the “old bonds”)
- The new bond proceeds are used to redeem the old bonds within 90 days of the refinancing
- The City begins paying the lower interest cost on the new bonds immediately after the refunding transaction in completed

## **Advance Refunding Process (Bond Bank Bonds)**

- The City could issue new bonds at interest rates that are lower than the existing 2012 bonds that would be refunded (the “old bonds”)
- The new bond proceeds are placed in an escrow account and irrevocably pledged to repay the old bonds.
- The escrow is invested in US Treasury securities which are used to:
  - Pay interest on the old bonds until the call date (9/15/2022)
  - Redeem the old bonds on the call date (9/15/2022)
- Bondholders continue to be paid at the original interest rates on the old bond until 9/15/2022, but those payments are being made by the escrow account
- The City begins paying the lower interest cost on the new bonds immediately after the refunding transaction in completed

## Summary of Refunding Analysis

### Refunding Candidates

|                     | Series 2012A | Series 2012B | Series 2012C | Series 2013A |
|---------------------|--------------|--------------|--------------|--------------|
| Callable Principal  | \$2,225,276  | \$6,840,000  | \$1,100,000  | \$1,000,000  |
| Callable Maturities | 2021-2041    | 2023-2040    | 2041         | 2042         |
| Average Coupon      | 3.00%        | 4.05%        | 4.00%        | 3.50%        |
| Call Date           | 10/15/2020   | 9/15/2022    | 9/15/2022    | 9/15/2023    |

### Refunding Savings Summary (Interest Rates as of 2/28/2020)

|                              | Series 2012A | Series 2012B | Series 2012C | Series 2013A |
|------------------------------|--------------|--------------|--------------|--------------|
| All-In True Interest Cost    | 2.37%        | 2.29%        | 2.84%        | 2.86%        |
| Cash Flow Savings            | \$116,126    | \$895,720    | \$159,419    | \$15,891     |
| Net Present Value Savings \$ | \$124,564    | \$729,480    | \$121,241    | \$14,033     |
| Net Present Value Savings %  | 5.60%        | 10.66%       | 11.02%       | 1.40%        |

Combined cash flow savings: \$1.18 million

Combined present value savings: \$989,300

# Annual Savings Analysis

- Savings Analysis based on interest rates as of 2/28/2020
- Interest rates are changing rapidly as the financial markets adjust to the impact of COVID-19
- Bond payments do not include debt service reserve funds applied against 2042 payment

| Calendar Year | Combined Existing Bond Payments | Combined Bond Payments After Refunding | Refunding Savings |
|---------------|---------------------------------|----------------------------------------|-------------------|
| 2021          | 786,808                         | 724,814                                | 61,994            |
| 2022          | 784,058                         | 729,752                                | 54,306            |
| 2023          | 785,808                         | 727,777                                | 58,031            |
| 2024          | 786,808                         | 731,452                                | 55,356            |
| 2025          | 787,058                         | 729,252                                | 57,806            |
| 2026          | 786,558                         | 731,377                                | 55,181            |
| 2027          | 783,558                         | 722,627                                | 60,931            |
| 2028          | 785,158                         | 728,427                                | 56,731            |
| 2029          | 786,158                         | 728,127                                | 58,031            |
| 2030          | 786,558                         | 726,952                                | 59,606            |
| 2031          | 786,358                         | 724,877                                | 61,481            |
| 2032          | 785,558                         | 727,698                                | 57,859            |
| 2033          | 784,158                         | 724,680                                | 59,477            |
| 2034          | 782,158                         | 721,003                                | 61,155            |
| 2035          | 784,558                         | 726,561                                | 57,997            |
| 2036          | 786,158                         | 726,339                                | 59,818            |
| 2037          | 781,958                         | 720,443                                | 61,514            |
| 2038          | 782,158                         | 723,985                                | 58,173            |
| 2039          | 786,558                         | 726,710                                | 59,848            |
| 2040          | 784,958                         | 728,603                                | 56,354            |
| 2041          | 782,558                         | 769,300                                | 13,258            |
| 2042          | 1,035,000                       | 1,032,748                              | 2,252             |
| <b>Totals</b> | <b>17,520,660</b>               | <b>16,333,504</b>                      | <b>1,187,156</b>  |

## Things to Consider

### Legal and Other Considerations

- Federal tax law provides that old bonds can only be “advance refunded” on a taxable basis
- The City could consider a tax-exempt refunding for the Bond Bank Bonds but not until they qualify as a “current refunding” within 90 days of the 9/1/2022 call date
- The par amount of the refunding bonds cannot exceed the par amount of the refunded bonds

### How to Structure Savings

- The refinancing provides an opportunity to restructure debt service payments and concentrate savings in certain years to accommodate objectives of the City.
- Maximum savings would be achieved by shortening the amortization (keep payments the same and take all savings in the last year)

### Debt Service Reserve Funds

- The City should consider how to utilize existing Debt Service Reserve Funds when completing the bond refinancing

## Tentative Bond Bank Financing Schedule

### Bond Bank 2020 Financing Schedule

|              |                                                     |
|--------------|-----------------------------------------------------|
| May 31       | IBBA Applications Due (non refundable fee of \$500) |
| June 15      | IBBA Board Meeting to review/approve applications   |
| August 24    | Bond Sale (lock rates)                              |
| September 16 | Bond Closing (establish refunding escrow)           |

### Bond Bank Contacts

Edelene Ohman, Executive Director, Idaho Bond Bank

[edelene.ohman@sto.idaho.gov](mailto:edelene.ohman@sto.idaho.gov) | 208-332-2941

Darren Hodge, Municipal Advisor, PFM

[hodged@pfm.com](mailto:hodged@pfm.com) | 855-885-9621

Richard Skinner, Bond Attorney, Skinner Fawcett LLP

[rskinner@skinnerfawcett.com](mailto:rskinner@skinnerfawcett.com) | 208-484-5488

## **Bond Bank Loan On-Going Requirements**

- Payments on Bond Bank loan made to the Bond Bank's Trustee/Paying Agent (Currently Zions Bank). Payments are required to be made to the Bond Bank's Trustee/Paying Agent 15 days prior to the March 15 and September 15 payment date on the Loan so need to be prepared to deliver payments on or prior to 3/1 and 9/1
- The City will be responsible for Annual Expense Charges which include Trustee fees, Continuing Disclosure Dissemination Agent Fees, Audit Fees and Rebate Calculation Expenses
- Deliver the City's audited financial statements within 6 months of the end of the City's Fiscal Year to the Bond Banks Trustee/Paying Agent. There is a penalty if the audits are not provided within 6 months of the end of the Fiscal Year
- The Loan Agreement allows the Bond Bank to intercept State Shared Revenues in the event the City defaults on a Loan Payment
- The City is required to maintain Net System Revenues equal to or greater than 125% of the Debt Service on the Bond Bank loan due in each Fiscal Year
- Maintain Debt Service Reserve Funds. The Bond Bank does not require a reserve UNLESS Net System Revenues are below (or fall below) 150% of the Debt Service due in any future Fiscal Year

# Coverage Table

## City of Emmett Combined Sewer and Water systems Net Revenue Calculation & Coverage: FY 2014-2018

|                                 | Actual<br>2014 | Actual<br>2015 | Actual<br>2016 | Actual<br>2017 | Actual<br>2018 |
|---------------------------------|----------------|----------------|----------------|----------------|----------------|
| <b>OPERATING REVENUES</b>       |                |                |                |                |                |
| User charges                    | 3,143,258      | 3,447,766      | 3,505,081      | 3,534,216      | 3,597,107      |
| Surcharge (Water)               | 69,208         | 66,081         | 67,638         | 65,418         | 57,706         |
| Hook Ups                        | 275,800        | 98,000         | 336,145        | 97,040         | 227,580        |
| Other                           | 23,732         | 138,448        | 907,933        | 251,953        | 100,890        |
| Total Operating Revenues        | 3,511,998      | 3,750,295      | 4,816,797      | 3,948,627      | 3,983,283      |
| <b>OPERATING EXPENSES</b>       |                |                |                |                |                |
| Salaries and Benefits           | 1,091,093      | 1,200,110      | 1,117,864      | 959,489        | 1,003,546      |
| Contractor Services             | 56,532         | 235,935        | 140,430        | 33,427         | 35,984         |
| Maintenance and Operations      | 1,039,541      | 1,141,284      | 1,232,333      | 1,292,961      | 1,240,559      |
| Depreciation                    | 1,067,337      | 1,160,363      | 1,164,333      | 1,163,926      | 1,151,474      |
| Total Operating Expenses        | 3,254,503      | 3,737,692      | 3,654,960      | 3,449,803      | 3,431,563      |
| <b>NET OPERATING INCOME</b>     | 257,495        | 12,603         | 1,161,837      | 498,824        | 551,720        |
| Add: Investment/Interest Income | 4,658          | 6,478          | 19,841         | 45,164         | 94,106         |
| Add: Depreciation expense       | 1,067,337      | 1,160,363      | 1,164,333      | 1,163,926      | 1,151,474      |
| <b>PLEGGED FOR DEBT SERVICE</b> | 1,329,490      | 1,179,444      | 2,346,011      | 1,707,914      | 1,797,300      |
| <b>DEBT SERVICE</b>             |                |                |                |                |                |
| IBBA Bonds                      | 640,550        | 639,400        | 639,150        | 640,550        | 639,300        |
| Water Revenue Bond 2011 (USDA)  | 141,326        | 141,326        | 141,326        | 141,326        | 141,326        |
| Total Debt Service              | 781,876        | 780,726        | 780,476        | 781,876        | 780,626        |
| <b>DEBT SERVICE COVERAGE</b>    | <b>1.70</b>    | <b>1.51</b>    | <b>3.01</b>    | <b>2.18</b>    | <b>2.30</b>    |

**Notes:**

Coverage Requirement is 1.25 times

D.S. Reserve Fund Established at Closing - Cash Funded (Not Financed). Audit shows \$807,303 of restricted cash.

Source: Audited Financial Statements of the City of Emmett ("Statement of Revenues, Expenses and Changes in Fund Net Position - Proprietary Funds")

**RESOLUTION #R2020-04**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EMMETT, IDAHO  
RATIFICATION OF DECLARATION OF LOCAL DISASTER EMERGENCY**

A RESOLUTION FINDING THAT AN EMERGENCY EXISTS, PURSUANT TO TITLE 67, SECTION 2808, IDAHO CODE; RATIFYING THE MAYOR'S OFFICIAL DECLARATION OF A LOCAL DISASTER EMERGENCY AND EXTENDING THE DECLARATION BEYOND SEVEN (7) DAYS, IN ACCORDANCE WITH TITLE 46, SECTION 1011, IDAHO CODE; AND ESTABLISHING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Emmett, Idaho:

**Section 1.** That pursuant to Title 67, Section 2808, Idaho Code, an emergency exists, and the public interest and necessity demand the immediate expenditure of public money to secure materials, equipment, and services to provide disaster emergency relief and assistance.

**Section 2.** That the Mayor's March \_\_\_\_, 2020, Declaration of a Local Disaster Emergency, made pursuant to Title 46, Section 1011, Idaho Code, which was filed in the Office of the Gem County Recorder, a copy of which is attached hereto and incorporated herein by reference, shall be, and hereby is, ratified and extended beyond seven (7) days and shall remain in effect until further notice pursuant to the authority vested in the City Council in Title 46, Section 1011.

**Section 3.** That the provisions and authority of this Resolution shall remain in effect until the costs of all materials, equipment, and services deemed reasonably necessary to provide disaster emergency relief and assistance in response to the recent extraordinary COVID-19 virus are paid-in-full.

**Section 4.** That this Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLUTION introduced and passed \_\_\_\_\_, 2020, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK



## EMMETT MAYOR'S DECLARATION OF LOCAL DISASTER EMERGENCY

**WHEREAS**, Idaho Code § 46-1011 allows the Mayor of a city to declare a local disaster emergency; and

**WHEREAS**, Idaho Code § 46-1002(2) defines "disaster" as the "imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, windstorm, wave action, volcanic activity, explosion, riot, or hostile military or paramilitary action and including acts of terrorism;" and

**WHEREAS**, the imminent threat of widespread and severe harm to the health of residents and visitors to the City of Emmett as addressed by the Centers for Disease Control and by actions of the Governor of the state of Idaho constitutes a "disaster"; and

**WHEREAS**, a declaration activates the response and recovery aspects of applicable local or intergovernmental disaster emergency plans for the furnishing of aid and assistance; and

**WHEREAS**, Idaho Code § 46-1002(3) provides that an "emergency" includes the imminent threat to life or property which requires state emergency assistance to supplement local efforts to protect well-being or property or to avert or lessen the threat of "disaster;" and

**WHEREAS**, the emergency referenced herein exists because the contagious nature and potentially serious consequences of the COVID-19 virus for residents and visitors to the City of Emmett and requires state emergency assistance to supplement local efforts to protect life, health and property; and

**WHEREAS**, Idaho Code § 67-2808 authorizes the Council of the City of Emmett to declare an emergency and that the public interest and necessity may demand the immediate expenditure of public money without compliance with formal bidding procedures; and

**WHEREAS**, an emergency declaration must be filed with the county recorder's office and "given prompt and general publicity."

**NOW THEREFORE**, the Mayor of the City of Emmett does hereby declare:

That a Local Disaster Emergency exists and that all efforts will be made to protect the citizens and property of the City of Emmett through activation of all local disaster emergency plans and state emergency assistance; and

That this Local Disaster Emergency shall expire within seven (7) days unless the City Council expressly authorizes the continuance of such Declaration; and

**Instrument # 325957**

EMMETT, GEM, IDAHO

3-18-2020 08:50:54 AM No. of Pages: 2

Recorded for : MAYOR PETRIE

SHELLY TILTON

Fee: 0.00

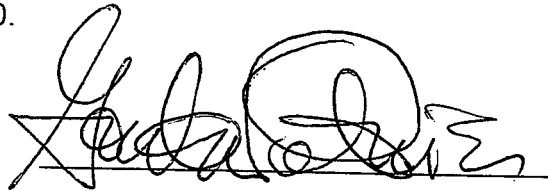
Ex-Officio Recorder Deputy



That this Declaration of Local Disaster Emergency ("Declaration") shall be promptly filed with the Gem County Recorder's Office; and

That prompt and general publicity shall be given by a press release notifying the public of this Declaration.

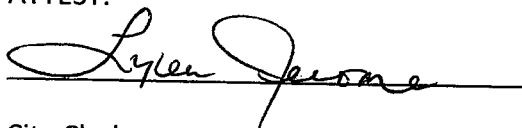
Declared this 18th day of March, 2020.



Mayor

Date: 18 MAY 2020

ATTEST:



City Clerk

Date: 3/18/20

Confirmed by the City Council of the City of Emmett on the 24th day of March 2020 at their regularly scheduled city council meeting; and upon a vote of \_\_\_ yeas to \_\_\_ nays, and \_\_\_ abstentions, the City Council extended the above Declaration of Emergency to 11:59 p. m. on April 30th, 2020.

\_\_\_\_\_

Clerk of the City of Emmett

Dated this \_\_\_ day of March 2020

**ORDINANCE NO. O2020-04**

**AN ORDINANCE ENACTING A NEW CHAPTER 12 TO TITLE 1, EMMETT CITY CODE, ENTITLED EMERGENCY POWERS; SETTING FORTH THE AUTHORITY, PURPOSE AND INTENT; DEFINITIONS; PUBLIC HEALTH EMERGENCY ORDERS; PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS; SUSPENSION OF SERVICES; PENALTY; ADOPTING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on March 11, 2020, the World Health Organization declared the worldwide outbreak of COVID-19 (aka coronavirus) a pandemic; and

**WHEREAS**, on March 13, 2020, the President of the United States issued an emergency declaration for the country in response to the increasing number of COVID-19 cases within the U.S.; and

**WHEREAS**, on March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho; and

**WHEREAS**, under Idaho Code section 50-304, the Mayor is authorized to pass all ordinances and make all regulations necessary to preserve the public health, prevent the introduction of contagious diseases into the city, and to make quarantine laws for that purpose and enforce the same within five (5) miles of Emmett city limits, any health or quarantine ordinance and regulation thereof; and

**WHEREAS**, under Idaho Code section 50-606, the Mayor shall have such jurisdiction as may be vested in him by ordinance over all places within five (5) miles of the corporate limits of the city, for the enforcement of any health or quarantine ordinance and regulation thereof; and

**WHEREAS**, in order to effectively preserve the health and safety of the public, the Mayor is granted the emergency powers contained within this ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EMMETT, IDAHO:**

**Section I.** That Title 1, Chapter 12, Emmett City Code, be and the same is enacted to read as follows:

**CHAPTER 1-12**

**EMERGENCY POWERS**

**Sections:**

- 1-12-01      LEGAL AUTHORITY**
- 1-12-02      PURPOSE AND INTENT**
- 1-12-03      SCOPE**

|         |                                                            |
|---------|------------------------------------------------------------|
| 1-12-04 | <b>DEFINITIONS</b>                                         |
| 1-12-05 | <b>PUBLIC HEALTH EMERGENCY ORDERS</b>                      |
| 1-12-06 | <b>PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS</b> |
| 1-12-07 | <b>EXCLUSIONS</b>                                          |
| 1-12-08 | <b>SUSPENSION OF SERVICES</b>                              |
| 1-12-09 | <b>FORCE MAJEURE</b>                                       |
| 1-12-10 | <b>PENALTY</b>                                             |

**Section 1-12-01 LEGAL AUTHORITY:**

Idaho Code sections 50-304 and 50-606 authorize the city of Emmett, state of Idaho ("City") to pass ordinances granting certain powers to the Mayor related to public health emergencies.

**Section 1-12-02 PURPOSE AND INTENT:**

The City finds that the preservation of public health, safety, and welfare may require immediate action by the City in response to emergency situations. Therefore, the City hereby authorizes the Mayor certain powers for immediate response to foreseeable, imminent, or present public health emergencies.

**Section 1-12-03 SCOPE:**

This chapter sets forth the procedures for activating the emergency powers of the Mayor and the specific powers of the Mayor during a public health emergency.

**Section 1-12-04 DEFINITIONS:**

For the purposes of this Chapter, the following terms, phrases, words, and derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words used throughout this Chapter, but not defined herein or in city Code, shall have their plain, ordinary and common meaning. Words in any gender shall apply to the feminine, masculine and neuter genders.

- A. PUBLIC HEALTH EMERGENCY: The foreseeable, imminent, or present threat of any pathogen, agent, vector, or environmental condition, including hazardous materials, which does or may cause illness or injury to humans.
- B. PUBLIC HEALTH EMERGENCY ORDER: An advisory, social distancing, isolation, or quarantine order enacted by the Mayor.
- C. ISOLATION: The separation of infected persons, or of persons suspected to be infected, from other persons to such places, under such conditions, and for such time as will prevent transmission of the infectious agent.
- D. QUARANTINE: The restriction placed on the entrance to and exit from the place of premises where an infectious agent or hazardous material exists.

- E. **SOCIAL DISTANCING:** Actions taken to maintain distance from other people, including avoiding or canceling congregate settings and mass gatherings.

**Section 1-12-05 PUBLIC HEALTH EMERGENCY ORDERS:**

The Mayor, being duly authorized by Idaho Code sections 50-304 and 50-606, may issue the following orders, as deemed appropriate by the Mayor following consultation with or review of information issued by local, regional, statewide, or nationwide public health authorities.

- A. **Advisory Order.** Where a public health emergency is foreseeable or imminent, the Mayor may, following consultation with City Council, enact an advisory order, which order may provide information and recommended guidelines for preventing, detecting, and/or mitigating the onset or spread of a public health hazard.
- B. **Social Distancing Order.** Where a public health emergency is imminent, the Mayor may, summarily or following consultation with City Council, enact a social distancing order, which order may establish any or all of the following:
1. Appropriate restrictions regarding the operation or occurrence of planned or foreseeable commercial, recreational, or expressive gatherings or events.
  2. Restrictions on travel through or visitation within the community.
  3. Postponement or cancelation of public meetings and hearings.
  4. A limit on the number of persons who may gather in one location and may apply to indoor or outdoor venues.
  5. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.
  6. A social distancing order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order. A social distancing order shall apply within Emmett city limits, and five (5) miles outside Emmett city limits.
- C. **Isolation Order.** Where a public health emergency is present, and poses a clear threat of harm to the public health, the Mayor may, summarily or following consultation with City Council, enact an isolation order, which order may establish any or all of the following:
1. A directive that infected and/or exposed individuals isolate themselves from other persons.
  2. Geographical areas of restricted or prohibited access.

3. Other measures necessary to avoid, address, or mitigate an imminent public health hazard.
  4. The scope and manner of delivery of services, materials, or supplies to be provided by the City, if any.
  5. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.
  6. Conditions of the isolation order.
  7. An isolation order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order. An isolation order shall be effective only when and for so long as the public health emergency is present, and when no less restrictive alternative exists. Any person shall be entitled to appeal an isolation order, or to request a modification of any provision of such order by filing a written appeal with the City Clerk. Such appeal shall be heard by City Council at their next meeting, or, if no meeting is scheduled during the term of the isolation order, the Fire Chief or designee shall review such appeal and issue a written decision. The Fire Chief's decision shall be final.
- D. **Quarantine Order.** Where a health emergency is present, and poses a clear threat of harm to the public health, the Mayor may, summarily or following consultation with City Council, enact a quarantine order, which order may establish any or all of the following:
1. A directive that infected and/or exposed individuals isolate themselves from other persons.
  2. Geographical or other areas of restricted or prohibited access.
  3. Other measures necessary to avoid, address, or mitigate an imminent public health hazard.
  4. The scope and manner of delivery of services, materials, or supplies to be provided by the City, if any.
  5. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.
  6. Conditions of the quarantine.
  7. A quarantine order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order. A quarantine order shall be effective only when and for so

long as the public health emergency is present, and when no less restrictive alternative exists. Any person shall be entitled to appeal a quarantine order, or to request a modification of any provision of such order by filing a written appeal with the City Clerk. Such appeal shall be heard by City Council at their next meeting, or, if no meeting is scheduled during the term of the quarantine order, the Fire Chief or designee shall review such appeal and issue a written decision. The Fire Chief's decision shall be final.

**Section 1-12-06 PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS:**

- A. **Summary Enactment.** When summarily enacting a Public Health Emergency Order, the Mayor shall prepare a written order and publish it pursuant to this section.
- B. **Enactment Following Consultation with City Council.** When enacting a Public Health Emergency Order following consultation with City Council, the Mayor shall present to City Council, at a duly noticed public meeting, the proposed Public Health Emergency Order. Public input may be taken at such meeting, but a public hearing shall not be required. City Council shall provide input, and the Mayor shall duly consider such input, though the Council's consent to the contents or issuance of the order shall not be required. Following presentation to the City Council, the Mayor shall prepare a written order and publish it pursuant to this section. Except as may be specifically stated in the Public Health Emergency Order, such order shall be effective upon posting at Emmett City Hall.
- C. **Council Veto.** A majority of Council members may override any action the Mayor takes pursuant to this Chapter.
- D. **Publication of Public Health Emergency Order.** As possible and prudent under the circumstances, the Mayor shall cause a Public Health Emergency Order to be published:
  - 1. Posting the order in a prominent place at Emmett City Hall;
  - 2. Posting the order on the City's website;
  - 3. E-mailing the order to all persons subscribed to City e-mail notification services;
  - 4. Posting the order to all City social media accounts;
  - 5. Providing the order to local television and radio broadcast outlets; and
  - 6. Notifying other nearby government agencies, including Emmett Independent School District and Gem County.

Except as may be specifically stated in the Public Health Emergency Order, such order shall be effective upon posting at Emmett City Hall.

**1-12-07 EXCLUSIONS:**

Unless otherwise specifically prohibited by a Public Health Emergency Order duly enacted by the Mayor, the following activities shall be exempt from the scope of such order:

1. Any and all expressive and associative activity that is protected by the United States and Idaho Constitutions, including speech, press, assembly, and/or religious activity.
2. Educational institutions, which shall follow the duly adopted policies of their respective governing bodies.
3. Activities necessary to operate critical infrastructure and utilities.
4. Activities necessary to operate and use medical facilities and services.
5. Activities necessary to buy, sell, or otherwise deliver food and necessities.

**1-12-08 SUSPENSION AND WAIVER OF CERTAIN CITY SERVICES, ORDINANCES, AND POLICIES AND PROCEDURES:**

During a Public Health Emergency and upon issuance of a Public Health Emergency Order, the Mayor may suspend certain non-essential City government services and functions as deemed necessary and advisable given the specific public health emergency and in consideration of the health of employees and the general public. During such time, the Mayor may also suspend the regular meetings of City boards and commissions including, but not limited to, Planning and Zoning, Design Review and the Community Arts Commission. In order to facilitate such suspension of meetings, the ordinances providing for the regular meetings of these commissions shall be temporarily suspended. Those ordinances providing the timeline for processing applications shall also be suspended. The Mayor is also authorized to waive such internal rules, regulations and procedures as deemed necessary to protect the health and welfare of City employees.

**1-12-09 FORCE MAJEURE:**

In the context of this chapter, a public health emergency is a force majeure. No person shall be entitled to recover from the City of Emmett any costs incurred, or profits lost as may be alleged to be attributed to the enactment of a Public Health Emergency Order.

**1-12-10 PENALTY:**

It shall be unlawful to violate any provision or directive of a duly enacted social distancing order, isolation order, or quarantine order while such order is in effect. The violation of any provision or directive of a social distancing order, isolation order, or quarantine order shall be a misdemeanor.



**Section II.** That all ordinances, resolutions, orders, or parts thereof or in conflict with this ordinance are hereby voided.

**Section III.** That this ordinance shall be effective immediately upon its passage and publication.

**PASSED** by the City Council of the City of Emmett, Idaho, this \_\_\_\_ day of March 2020.

**APPROVED** by the Mayor of the City of Emmett, Idaho, this \_\_\_\_ day of March 2020.

**APPROVED:**

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. R2020-02**

**CITY OF EMMETT, IDAHO**

**SEWER FACILITIES LATE-COMERS POLICY — 2020**

**PURPOSE**

A resolution of the City of Emmett (“City”) setting forth a late-comers policy that provides real property owners and developers (“Sponsoring Developers”), a mechanism to voluntarily seek reimbursement for eligible sewer facilities that exceed the Sponsoring Developer’s sewer facilities requirements as provided below. When a Sponsoring Developer at its own expense and in conformance with the City of Emmett Sewer System Master Plan or at the direction of the City, constructs an extension of the existing sewer system or constructs oversized sewer facilities determined by the City to be larger than needed to serve the Sponsoring Developer’s project the Sponsoring Developer may be reimbursed to the extent allowed in this policy by voluntarily entering into a late-comers agreement with the City. Reimbursement will be for eligible costs of the sewer facilities as described below.

*City Sewer Collection Pipelines are classified as follows:*

1. Master Plan Interceptor Line (On-site) — A sewer collection main 10-inch or larger in diameter identified in the Master Plan or otherwise approved in writing by the City to be part of the major sewer collection network and located within the Sponsoring Developer’s property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer’s property.
2. Master Plan Sewer Line (Off-site) — A sewer collection main 8-inch or larger in diameter identified in the Master Plan or otherwise approved in writing by the City to be part of the sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer’s property.
3. Lift Stations: Sewage lift stations identified on the City Sewer Master Plan or otherwise approved by the City in writing, together with required force mains, sized to serve areas beyond the Sponsoring Developer’s property.

A Sponsoring Developer’s project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer’s discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing City sewer system, a “reasonable duty” to add to, enhance, oversize or extend the existing system within certain limits. This “reasonable duty” is not reimbursable. The construction of on-site or off-site facilities beyond this “reasonable duty” is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

*“Reasonable duty” includes expenses incurred by the Sponsoring Developer from*

examples (not exclusive) that follow:

1. Payment of Connection/Hookup Fees: Connection/Hookup fees are remitted at the time of sewer permit issuance as defined in City resolutions.
2. Master Plan Sewer Line (On-Site): Construct an 8-inch sewer main or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, necessary for development that is stubbed to all adjacent properties and constructed along adjoining public right of way at the depth and slope implied in the Master Plan.
3. Sewer Line (Off-site): Construct and pay for the portion of the capacity of offsite sewer main(s) needed in reference to Sponsoring Developer's peak discharge necessary for development.
4. Lift Station and Associated Pressure Main: Construct any and all components of lift stations and associated pressure mains only sized to serve Sponsoring Developer's property or not deemed eligible by the City for late-comer payments.

**DEFINITIONS**

1. Late-comer Fee: The City may enter into sewer system Late-comer agreements with Sponsoring Developers who extend and/or oversize the sewer facilities to serve a benefited area in addition to the Sponsoring Developer's property which agreement may provide that subsequent connectors to the sewer facilities during a prescribed period of time, not to exceed a ten (10) year period, will be charged a proportional late-comer's fee based upon area served. Said Late-comer fees will be conveyed to the Sponsoring Developer in the form of an annual reimbursement.
2. Line Capacity: The sewer carrying capacity of a pipeline for purposes of this policy is the allowable pipe capacities found in the following chart computed by the Manning's Equation at the minimum slope allowed per the "Ten States Standards".

| Nominal Sewer Size Diameter (in) | Minimum Slope (ft/100ft) | Flow Capacity (GPM) |
|----------------------------------|--------------------------|---------------------|
| 8                                | 0.40                     | 138                 |
| 10                               | 0.28                     | 423                 |
| 12                               | 0.22                     | 610                 |
| 15                               | 0.15                     | 913                 |
| 18                               | 0.12                     | 1,570               |
| 21                               | 0.10                     | 2,162               |
| 24                               | 0.08                     | 2,760               |

|                                                                                                                                                                  |       |       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| 27                                                                                                                                                               | 0.067 | 3,458 |
| 30                                                                                                                                                               | 0.058 | 4,261 |
| 36                                                                                                                                                               | 0.046 | 6,171 |
| 42                                                                                                                                                               | 0.037 | 8,348 |
| a. 8" pipe flow capacity based on d/D of 0.5<br>b. 10" - 15" pipe flow capacity based on d/D of 0.75<br>c. 18" or larger pipe flow capacity based on d/D of 0.85 |       |       |

3. **Nominal Diameter Needed:** In terms relevant to this policy, the minimum standard pipe diameter (8", 10", 12", 15" and larger) with sufficient transmission capacity to carry the Sponsoring Developer's designated peak discharge within the Line Capacity as defined in Item 2.
4. **Peak Discharge:** In terms relevant to this policy, the Peak Discharge is assumed to be the peak hour wastewater flows calculated for a Development using flow criteria established in the most recent Wastewater Master Plan/Facility Planning Study or as approved in writing by the City.
5. **Property:** For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, adjacent public right of way, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners, has a property interest.
6. **Service Area:** Area contemplated to serve into the sewer facilities as determined by the City Engineer at the time the agreement is executed.

**CONSTRUCTED SEWER FACILITIES ELIGIBLE FOR REIMBURSEMENT UNDER A LATE COMER AGREEMENT**

*For sewer facilities to be considered eligible for any reimbursement through a late-comer agreement from the City, the sewer facilities must meet at least one of the following conditions:*

1. **Master Plan Sewer Line (Off-site):** A sewer collection main extension that lies off-site of the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. **Master Plan Interceptor Line (On-site):** A sewer interceptor line that lies within the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or

3. **Lift Stations:** Sewage lift stations identified on the City Sewer Master Plan or otherwise approved by the City in writing, together with required force mains, sized to serve areas beyond the Sponsoring Developer's property.
4. **Engineering:** Engineering services for off-site eligible sewer facilities or lift stations and associated pressure mains up to a maximum of 7 percent (7%) of the construction cost of said sewer facilities

### **LATE-COMER REIMBURSEMENT AGREEMENT CONDITIONS**

*To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:*

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the sewer facilities in accordance with the City's sewer master plan; and
3. Receive at least three bids for the sewer construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive a City Qualified Licensed Professional Engineering (QLPE) or Department of Environmental Quality (DEQ) approval and "Will Serve" of construction plans for the development being served by the sewer facilities; and
5. Construct the sewer facilities in accordance with the City approved plans and specifications including all lines, diameters and depths directed by the City; and
6. Lawfully dedicate the sewer system facilities and any necessary easements to the City.

### **AMOUNT OF ELIGIBLE LATE-COMER REIMBURSEMENTS**

1. *Master Plan Interceptor Line (Off-site):* The total dollar amount eligible for late-comer reimbursements available to the Sponsoring Developer shall be the actual construction cost of the eligible constructed sewer facilities beyond the Sponsoring Developer's Reasonable Duty as documented by certified construction costs provided by the Sponsoring Developer after construction cost is complete along with eligible engineering fees. A late-comer charge shall be assessed to all future connections within the service area of the eligible sewer facilities (excluding the Sponsoring Developer's property) as established by the City Engineer. The late-comer charge shall be calculated by dividing the total dollar amount of eligible costs divided by the total number of new potential serviceable equivalent dwelling unit (EDU) connections within the service area (including the Sponsoring Developer's property) of the eligible sewer facilities as established by the service area map developed by the City Engineer and incorporated into the Late-comer Agreement.
2. *Master Plan Interceptor Line (On-site):* The total dollar amount eligible for late-comer reimbursements available to the Sponsoring Developer shall be 150% of the difference in the certified material cost of the pipe between the actual pipe

installed and the pipe diameter needed to meet the Sponsoring Developer's "Reasonable Duty". A late-comer charge shall be assessed to all future connections within the service area of the eligible sewer facilities as established by the City Engineer. The late-comer charge shall be calculated by dividing the total dollar amount of eligible costs divided by the total number of new potential serviceable equivalent dwelling unit (EDU) connections (not including the Sponsoring Developer's serviceable EDUs) within the service area of the eligible sewer facilities as established by the service area map developed by the City Engineer and incorporated into the Late-comer Agreement.

3. *Lift Stations and Force Mains:* The total dollar amount eligible for reimbursements available to the Sponsoring Developer shall be the actual construction cost of the eligible constructed lift station and force mains as documented by certified construction costs provided by the Sponsoring Developer after construction cost is complete along with eligible engineering fees. A late-comer charge shall be assessed to all future connections within the service area of the eligible sewer facilities (excluding the Sponsoring Developer's property) as established by the City Engineer. The late-comer charge shall be calculated by dividing the total dollar amount of eligible costs divided by the total number of new potential serviceable equivalent dwelling unit (EDU) connections within the service area (including the Sponsoring Developer's property) of the eligible sewer facilities as established by the service area map developed by the City Engineer and incorporated into the Late-comer Agreement.

### **TERMS OF LATE-COMER REIMBURSEMENT AGREEMENTS**

The Sponsoring Developer can request, in writing, that the City enter into a Late-comers Agreement for eligible reimbursements once construction is complete along with certified construction costs. Once a complete Late-comers agreement application packet is received by the City, such agreement will be presented to the City Council for consideration at the next available regularly scheduled Council meeting. All such Late-comers Agreements shall have the following terms and conditions.

1. A Late-comers Agreement entered between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide Sponsoring Developers the opportunity to receive reimbursement for improving the sewer collection system. Any reimbursements created by future development that uses the facilities within the service area will be paid on an annual basis. Sponsoring Developers may only receive reimbursement for connections occurring within ten (10) years of the Agreement. The Late-comer's Agreement shall be entered within one hundred eighty (180) days after the City issues the first sewer permit for the Development after which the Sponsoring Developer forfeits his/her opportunity for entering into a Late-comer's Agreement. Furthermore, any and all sewer permits or development approvals issued by the City prior to execution of a Late-comer's Agreement within the service area of the late-comer agreement are not eligible for reimbursement unless otherwise approved by the City.

Sewer Facilities Late-Comers Policy | City of Emmett

2. Payment of late-comer fees from subsequent development that uses the facilities within the service area will be assessed late-comer fee for each equivalent dwelling unit (EDU) contained in the phase(s) of the development seeking construction approval within 30 days of receiving construction plan approval from the City's Qualified Licensed Professional Engineer (QLPE) / the Department of Environmental Quality (DEQ) OR at the time of the issuance of the City's first sewer permit for the development, whichever comes first.
3. No Late-comer's Agreement shall reimburse the Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The Late-comer Agreement will terminate when the sooner of either occurs: The Sponsoring Developer has received 100% of the total eligible costs under the Late-comer Agreement, or the 10-year anniversary of the Late-comers Agreement has occurred.
5. Reimbursement from the City will only be paid if the City receives late-comer payments within the service area of the Late-comer agreement. If no late-comer fees are collected in the service area of the Late-comer Agreement, the Sponsoring Developer will not receive reimbursement.
6. No interest shall accrue on Late-comers Agreements.

Resolution introduced and passed this \_\_\_\_\_ day if \_\_\_\_\_ 2020.

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**RESOLUTION NO. R2020-03**

**CITY OF EMMETT, IDAHO**

**WATER FACILITIES LATE-COMERS POLICY — 2020**

**PURPOSE**

A resolution of the City of Emmett (“City”) setting forth a late-comers policy that provides real property owners and developers (“Sponsoring Developers”), a mechanism to voluntarily seek reimbursement for eligible water facilities that exceed the Sponsoring Developer’s water facilities requirements as provided below. When a Sponsoring Developer at its own expense and in conformance with the City of Emmett Water System Master Plan or at the direction of the City, constructs an extension of the existing water system or constructs oversized water facilities determined by the City to be larger than needed to serve the Sponsoring Developer’s project the Sponsoring Developer may be reimbursed to the extent allowed in this policy by voluntarily entering into a late-comers agreement with the City. Reimbursement will be for eligible costs of the water facilities as described below.

*City Water System Infrastructure are classified as follows:*

1. Master Plan Transmission Line (On-site) — A water main 12-inch or larger in diameter identified in the Master Plan or otherwise approved in writing by the City to be part of the major transmission water main network and located within the Sponsoring Developer’s property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer’s property.
2. Master Plan Transmission Line (Off-site) — A water main 8-inch or larger in diameter identified in the Master Plan or otherwise approved in writing by the City to be part of the major transmission water main network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer’s property.
3. Water Supply, Storage, and Treatment Facilities: Water storage tanks/reservoirs, wells, booster stations, and/or treatment facilities identified on the City Water Master Plan or otherwise approved by the City in writing sized to serve areas beyond the Sponsoring Developer’s property.

A Sponsoring Developer’s project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer’s discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing City water system, a “reasonable duty” to add to, enhance, oversize or extend the existing system within certain limits. This “reasonable duty” is not reimbursable. The construction of on-site or off-site facilities beyond this “reasonable duty” is presumed to be eligible for



reimbursement to the extent allowed in this policy and as approved by the City.

*“Reasonable duty” includes expenses incurred by the Sponsoring Developer from examples (not exclusive) that follow:*

1. **Payment of Connection/ hookup Fees:** Connection/ hookup fees are remitted at the time of water permit issuance as defined in City resolutions.
2. **Master Plan Transmission Line (On-Site):** Construct an 8-inch water main or the nominal diameter needed in reference to Sponsoring Developer’s peak water demands and/or fire protection requirements, whichever is larger, necessary for development that is stubbed to all adjacent properties and constructed along adjoining public right of way established in the Master Plan.
3. **Water Supply, Storage, and Treatment Facilities:** Construct any and all components of water supply, storage, and/or booster station facilities sized only to serve Sponsoring Developer’s property or not deemed eligible by the City for late-comer payments.

## **DEFINITIONS**

1. **Late-comer Fee:** The city may enter into water system Late-comer agreements with Sponsoring Developers who extend and/or oversize the water facilities to serve a benefited area in addition to the Sponsoring Developer’s property which agreement may provide that subsequent connectors to the water facilities during a prescribed period of time, not to exceed a ten (10) year period, will be charged a proportional late-comer’s fee based upon area served. Said Late-comer fees will be conveyed to the Sponsoring Developer in the form of an annual reimbursement.
2. **Line Capacity/Service Area:** The water main service area or carrying capacity for purposes of this policy shall be a strip of land one quarter of a mile wide on each side of the length of the water main (total area to be calculated as the length of the water main times one half mile wide).
3. **Nominal Diameter Needed:** In terms relevant to this policy, the minimum standard pipe diameter (8”, 10”, 12”, 16” and larger) with sufficient transmission capacity to convey the Sponsoring Developer’s peak water demands.
4. **Peak Water Demand:** In terms relevant to this policy, the Peak Water Demand is assumed to be the larger of the peak hour domestic water demands OR peak day demands plus required fire flow demands calculated for a Development using water demand criteria established in the most recent Water Master Plan/Facility Planning Study or as approved in writing by the City.
5. **Property:** For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, “Property” of Sponsoring Developer shall include the present project, future phases of the project, adjacent public right of way, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners,

has a property interest.

### **CONSTRUCTED WATER FACILITIES ELIGIBLE FOR REIMBURSEMENT**

*For water facilities to be considered eligible for any reimbursement from the City, the water facilities must meet at least one of the following conditions:*

1. **Master Plan Transmission Line (Off-site):** A water main extension that lies off-site of the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. **Master Plan Transmission Line (On-site):** A water main extension that lies within the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
3. **Water Storage, Supply, and/or Booster Station Facilities:** Permanent water storage, supply, and/or booster station facilities identified on the City Water Master Plan or otherwise required by the City in writing, that are sized to serve areas beyond the Sponsoring Developer's property.
4. **Engineering:** Engineering services for off-site eligible water facilities or Permanent water storage, supply, and/or booster station facilities up to a maximum of 7 percent (7%) of the construction cost of said water facilities

### **LATE-COMER REIMBURSEMENT AGREEMENT CONDITIONS**

*To be eligible for reimbursements, the Sponsoring Developer must, unless otherwise approved by the City, do the following:*

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the water facilities in accordance with the City's water master plan; and
3. Receive at least three bids for the water construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive a City Qualified Licensed Professional Engineering (QLPE) or Department of Environmental Quality (DEQ) approval and "Will Serve" of construction plans for the development being served by the water facilities; and
5. Construct the water facilities in accordance with the City approved plans and specifications including all lines, diameters and depths directed by the City; and
6. Lawfully dedicate the water system facilities and any necessary easements to the City.

### **AMOUNT OF ELIGIBLE LATE-COMER REIMBURSEMENTS**

1. **Master Plan Transmission Line (Off-site):** The total dollar amount eligible for late-comer reimbursements available to the Sponsoring Developer shall be the actual construction cost of the eligible constructed water facilities beyond the

Sponsoring Developer's Reasonable Duty as documented by certified construction costs provided by the Sponsoring Developer after construction cost is complete along with eligible engineering fees. A late-comer charge shall be assessed to all future connections within the service area of the eligible sewer facilities (excluding the Sponsoring Developer's property) as established by the City Engineer. The late-comer charge shall be calculated by dividing the total dollar amount of eligible costs divided by the total number of new potential serviceable equivalent dwelling unit (EDU) connections within the service area (including the Sponsoring Developer's property) of the eligible water facilities as established by the service area map developed by the City Engineer and incorporated into the Late-comer Agreement.

2. *Master Plan Transmission Line (On-site):* The total dollar amount eligible for late-comer reimbursements available to the Sponsoring Developer shall be 150% of the difference in the certified material cost of the pipe between the actual pipe installed and the pipe diameter needed to meet the Sponsoring Developer's "Reasonable Duty". A late-comer charge shall be assessed to all future connections within the service area of the eligible water facilities as established by the City Engineer. The late-comer charge shall be calculated by dividing the total dollar amount of eligible costs divided by the total number of new potential serviceable equivalent dwelling unit (EDU) connections (not including the Sponsoring Developer's serviceable EDUs) within the service area of the eligible water facilities as established by the service area map developed by the City Engineer and incorporated into the Late-comer Agreement.
3. *Water Supply, Storage, and Treatment Facilities:* The total dollar amount eligible for reimbursements available to the Sponsoring Developer shall be the actual construction cost of the eligible constructed facilities as documented by certified construction costs provided by the Sponsoring Developer after construction cost is complete along with eligible engineering fees. A late-comer charge shall be assessed to all future connections within the service area of the eligible water facilities (excluding the Sponsoring Developer's property) as established by the City Engineer. The late-comer charge shall be calculated by dividing the total dollar amount of eligible costs divided by the total number of new potential serviceable equivalent dwelling unit (EDU) connections within the service area (including the Sponsoring Developer's property) of the eligible water facilities as established by the service area map developed by the City Engineer and incorporated into the Late-comer Agreement.

### **TERMS OF LATE-COMER REIMBURSEMENT AGREEMENTS**

The Sponsoring Developer can request, in writing, that the City to enter into a Late-comers Agreement for eligible reimbursement once construction is complete along with certified construction costs. Once a complete Late-comers agreement application packet is received by the City, such agreement will be presented to the City Council for consideration at the next available regularly scheduled Council meeting. All such Late-

comers Agreements shall have the following terms and conditions.

1. A Late-comers Agreement entered between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide Sponsoring Developers the opportunity to receive reimbursement for improving the water facilities. Any reimbursements created by future development that uses the facilities within the service area will be paid on an annual basis. Sponsoring Developers may only receive reimbursement for connections occurring within ten (10) years of the Agreement. The Late-comer's Agreement shall be entered within one hundred eighty (180) days after the City issues the first water permit for the Development after which the Sponsoring Developer forfeits his/her opportunity for entering into a Late-comer's Agreement. Furthermore, any and all water permits or development approvals issued by the City prior to execution of a Late-comer's Agreement within the service area of the late-comer agreement are not eligible for reimbursement unless otherwise approved by the City.
2. Payment of late-comer fees from subsequent development that uses the facilities within the service area will be assessed late-comer fee for each equivalent dwelling unit (EDU) contained in the phase(s) of the development seeking construction approval within 30 days of receiving construction plan approval from the City's Qualified Licensed Professional Engineer (QLPE) / the Department of Environmental Quality (DEQ) OR at the time of the issuance of the City's first water permit for the development, whichever comes first.
3. No Late-comer's Agreement shall reimburse the Sponsoring Developers for construction costs that exceed the eligible credit amount.
4. The Late-comers Agreement will terminate when the sooner of either occurs: The Sponsoring Developer has received 100% of the total eligible costs under the Late-comer Agreement, or the 10-year anniversary of the Late-comers Agreement has occurred.
5. Reimbursement from the City will only be paid if the City receives late-comer payments within the service area of the Late-comer agreement. If no late-comer fees are collected in the service area of the Late-comer Agreement, the Sponsoring Developer will not receive reimbursement.
6. No interest shall accrue on Reimbursement Agreements.

Adopted by the City of Emmett this day \_\_\_\_\_.

**ORDINANCE #02020-05**

**AN ORDINANCE ANNEXING TO THE CITY OF EMMETT, IDAHO, CERTAIN REAL PROPERTY LOCATED AT 2030 S. WASHINGTON, IN THE UNINCORPORATED AREA OF GEM COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF EMMETT, IDAHO; ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Emmett, Idaho ("City"), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222 of the Idaho Code; and

WHEREAS, the property hereinafter described is contiguous to the corporate limits of the City of Emmett, Idaho, and the owner or owners have requested annexation in writing or the property is a highway lying wholly or partially within the property to be annexed; and

WHEREAS, the Zoning Commission of the City, pursuant to public notice as required by law and as required by Section 67-6525 of the Idaho Code and the City ordinances held a public hearing on February 3, 2020, at 6:00 o'clock p.m., to consider annexation and zoning classifications for approximately .452 acres of property described as Lot 4, Block 1, of Commercial Subdivision, located at 2030 S. Washington, and including the complete road right of way of S. Washington Avenue, for a total of .663 acres, all of which is more particularly described in Exhibit A (legal description) and Exhibit B (map) that are attached hereto, and recommended to the Mayor and Council as follows: that the portion of the property to be annexed that is described in Exhibit A that is attached hereto be annexed under the C, Commercial zoning land use classification;

WHEREAS, the Emmett City Council, pursuant to public notice as required by law, held a public hearing on March 10, 2020, at 7:00 o'clock p.m., on the annexation and the proposed zoning for the real property described in Exhibit A and Exhibit B, as required by Section 67-6525 of the Idaho Code and the City ordinances;

WHEREAS, the Emmett City Council finds that the requirements of all State laws and City ordinances have been satisfied and the annexation of the property is consistent with the development in this area and would promote the orderly development of the city and that zoning classification proposed by the Emmett Planning and Zoning Commission is consistent with the Comprehensive Plan;

WHEREAS, the Emmett City Council finds that the owner or owners of the property to be annexed have requested the annexation such that the annexation is a Category A annexation as described in Section 50-222 of the Idaho Code; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EMMETT, IDAHO, as follows:

Section 1: The Emmett City Council hereby finds and declares that the real property described in Section 2 herein is contiguous to the City, that said property can be reasonably assumed to be used for the orderly development of the City, and that the owner or owners such land raise no objections to annexation and have requested annexation in writing, or the property is a highway lying wholly or partially within the property to be annexed.

Section 2: The real property, all situate in Gem County, Idaho, adjacent and contiguous to the City particularly described hereinafter is hereby annexed to and incorporated in the territorial limits of the City of Emmett, Idaho. The property is more particularly described as follows:

See Exhibit A which is attached hereto and incorporated herein by reference as if set out in full. A map of the property is attached hereto as Exhibit B and is incorporated herein by reference as if set out in full.

Section 3: From and after the effective date of this ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Emmett.

Section 4: The zoning land use classification of the lands described in Exhibit A is hereby classified as C, Commercial as provided by the Zoning Ordinance of the City. The Comprehensive Plan and Zoning Map of the City are hereby amended to include the real property described in Exhibit A in the C, Commercial zoning classification.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of the passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Gem County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223 of the Idaho Code, and to comply with Section 63-215 of the Idaho Code with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance and to comply with all other applicable laws.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval and publication as required by law.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

Exhibit A (legal description)

**Annexation Parcel:**

Basis of Bearings for this legal description is South 89°23'42" East between the brass cap marking the CN1/16 corner of Section 18 and a brass cap marking the NE1/16 corner of Section 18, both in T.6 N., R. 1 W., B.M., Gem County, Idaho.

Lot 4, Block 1, of Commercial Subdivision, as shown in Book 2 of plats at Page 28, Records of Gem County and a portion of the right of way of S. Washington Ave. A parcel of land located in the SW1/4 of the NE1/4 of Section 18, T. 6 N., R. 1 W., B.M., Gem County, Idaho, more particularly described as follows;

COMMENCING at the brass cap marking he CN1/16 corner of said Section 18;

Thence South 89°23'42" East, coincident with the north line of said SW1/4 of the NE1/4 of Section 18, a distance of 684.62 feet to the northwest corner of said Commercial Subdivision;

Thence South 0°07'42" East, coincident with the west line of said Commercial Subdivision, 289.03 feet to the POINT OF BEGINNING;

Thence North 89°52'18" East, 251.22 feet to the northeast corner of Lot 4, Block 1 of said Commercial Subdivision;

Thence South 0°02'58" West, coincident with the east line of said Lot 4, Block 1 of Commercial Subdivision, 114.98 feet to a ½" rebar no cap;

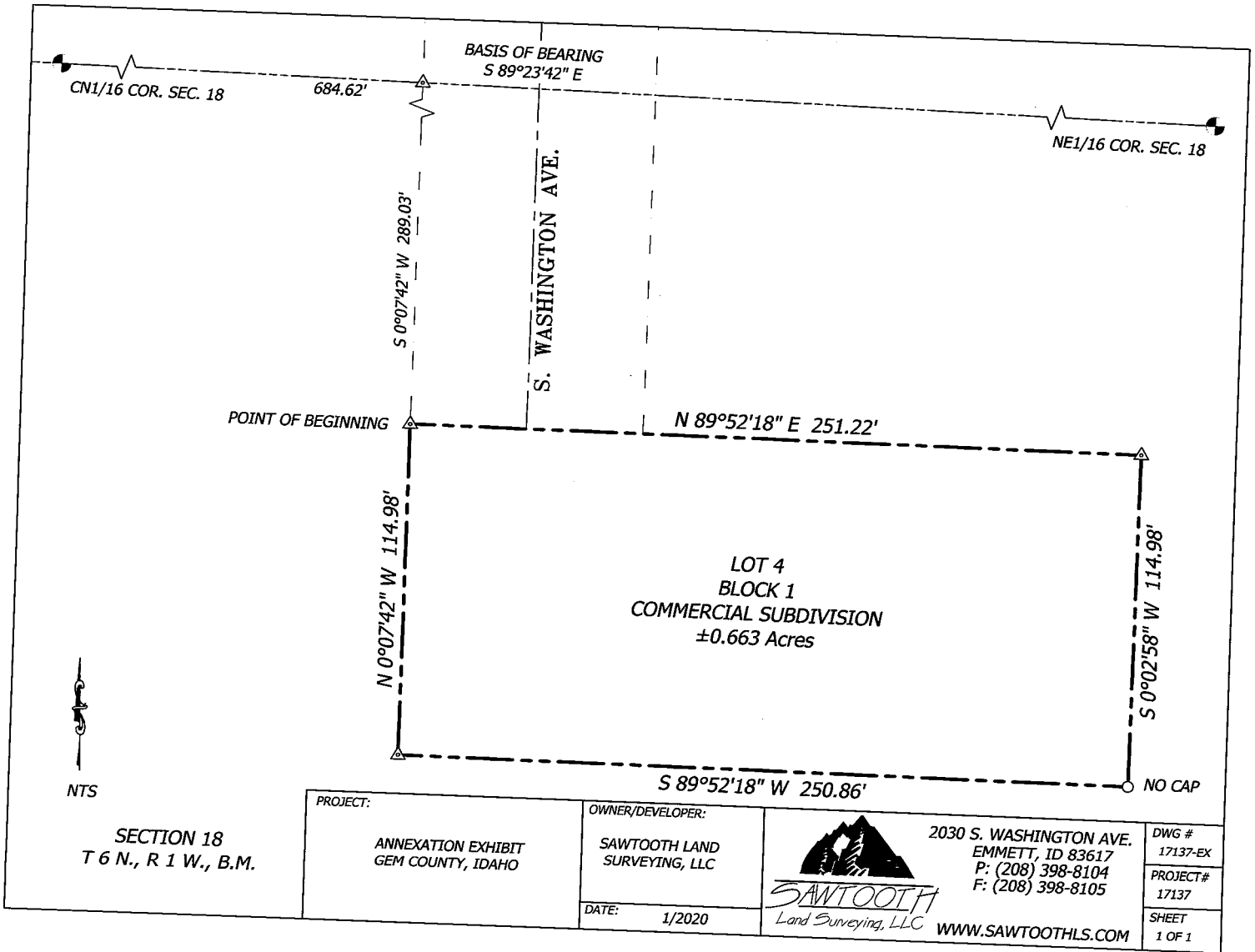
Thence South 89°52'18" West, 250.86 feet, to the west line of said Commercial Subdivision;

Thence North 0°07'42" West, coincident with the west line of said Commercial Subdivision, a distance of 114.98 feet to the POINT OF BEGINNING.


The above described parcel contains 0.663 acres more or less.

Exhibit B (attached map)





SECTION 18  
T 6 N., R 1 W., B.M.

|                                                         |                                                         |                                                                                                                                                                                                     |                    |
|---------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| PROJECT:<br><br>ANNEXATION EXHIBIT<br>GEM COUNTY, IDAHO | OWNER/DEVELOPER:<br><br>SAWTOOTH LAND<br>SURVEYING, LLC | <br>2030 S. WASHINGTON AVE.<br>EMMETT, ID 83617<br>P: (208) 398-8104<br>F: (208) 398-8105<br>WWW.SAWTOOTHLS.COM | DWG #<br>17137-EX  |
|                                                         | DATE:<br>1/2020                                         |                                                                                                                                                                                                     | PROJECT #<br>17137 |
|                                                         |                                                         |                                                                                                                                                                                                     | SHEET<br>1 OF 1    |

**ORDINANCE #O2020-06**

**AN ORDINANCE AMENDING THE ZONING CLASSIFICATION FOR CERTAIN REAL PROPERTY IN THE CITY OF EMMETT, IDAHO, LOCATED AT 913 S. WARDWELL, FROM R-2, DUPLEX, TO R-3, MULTI-FAMILY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Zoning Commission of the City of Emmett, Idaho, pursuant to public notice as required by law, held a public hearing on January 6, 2020 and continued the hearing until February 3, 2020 at 6:00 p.m., as required by Section 67-6509 of the Idaho Code, and recommended to the Mayor and Council as follows: that the zoning classification for the property described in the attached Exhibit A and incorporated by this reference as if set out in full, be changed from R-2, Duplex to R-3, Multi-Family, with conditions;

WHEREAS, the property is approximately 0.428 acres and is located at 913 S. Wardwell, Emmett, Idaho;

WHEREAS, the Emmett City Council, pursuant to public notice as required by law, held a public hearing on March 10, 2020, at 7:00 p.m., on the proposed zoning change for the real property described in Exhibit A, as required by Section 67-6509 of the Idaho Code;

WHEREAS, the Emmett City Council finds that the zoning classification proposed is consistent with the Comprehensive Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EMMETT, IDAHO, as follows:

Section 1: The zoning land use classification for the land described in Exhibit A is hereby classified as R-3, Multi-Family, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Exhibit A in the R-3, Multi-Family, zoning land use classification.

Section 2: CONDITIONS. The property is subject to the following conditions:

1. No structures/landscaping shall be within 12 ft of irrigation lateral bank.
2. Existing structure must be added to the site plan.
3. Irrigation lateral, drain, and ditch flows shall be maintained, ensure 10' easement for pressure irrigation lines.
4. Only one additional duplex will be allowed with and additional 3 off street parking spaces provided.

Section 3: This Ordinance shall take effect and be in force from and after its passage, approval and publication as required by law.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
GORDON PETRIE, MAYOR

ATTEST:

\_\_\_\_\_  
LYLEEN JEROME, CITY CLERK

Exhibit A  
Legal Description  
913 Wardwell LLC

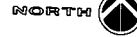
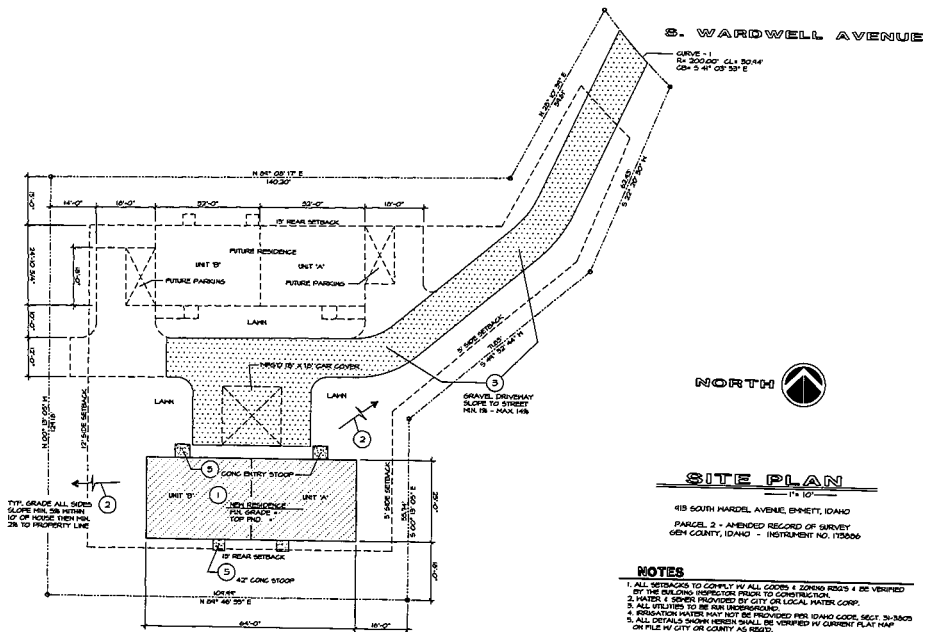
A tract of land situated in a portion of Northwest quarter of the Southeast quarter of Section 7, Township 6 North, Range 1 West, Boise Meridian, Gem County, Idaho.

Commencing at the Northwest corner of the Northwest quarter of the Southeast quarter of the Southeast quarter of Section 7, Township 6 North, Range 1 West, Boise Meridian, Gem County, Idaho; thence South 00°13'05" East, 438.76 feet along the West line of said Northwest quarter of the Southwest quarter of the Southeast quarter of section 7 to a ½" iron pin, L.S. 4108 and the Real POINT OF BEGINNING; thence North 89°08'17" East, 140.20 feet to the Southeasterly corner of that certain parcel of land deeded to L.F. Gilbert and Arla P. Gilbert per Instrument NO. 134453, Recorded November 10, 1980, records of Gem County, Idaho; thence North 28°10'39" East, 59.61 feet to a point on the Southerly right of way line of South Wardwell Avenue, being also a point on a non-tangent 200.00-foot radius curve to the left concave Northeasterly; thence Southeasterly along the arc of said curve having a central angle of 08°52'21" on arc length of 30.97 feet and a chord which bears south 41°03'53" East, 30.94 feet to a set ½" pin L.S. 4108; thence leaving said curve South 22°20'30" West, 62.43 feet to a set ½" iron pin L.S. 4108; thence South 49°32'44" West, 71.83 feet to a set ½" iron pin L.S. 4108; thence South 00°13'05" East, 55.74 feet to a set ½" iron pin L.S. 4108; thence South 89°46'55" West, 109.99 feet to a point on the West line of the Northwest quarter of the Southeast quarter of the Southeast quarter by a set ½" iron pin L.S. 4108; thence North 00°13'05" West along said West line, 129.18 feet to the REAL POINT OF BEGINNING.

Except ditch rights of way

Subject to a waterline easement to install, repair, maintain and alter water lines across and under the East part of the above described property (known as Parcel 2 of Fischer Survey Job No. 92-04, 002) for the benefit of this property and for the benefit of the property to the South and adjacent to this parcel (known as Parcel 1 of Fischer Survey Job No, 92-01,001).

Together with a sewer line easement to install, repair, maintain & alter sewer lines, across and under the East portion of adjacent parcel described as (Parcel 1 of Fischer Survey Job No 92-04.001) to the Easterly portion of the above described (Parcel 2 Fischer Survey Job No. 92-04.002) for the benefit of both described Parcels.



**SITE PLAN**

1/4" = 10'  
 419 SOUTH HARDEL AVENUE, ENNETT, IDAHO  
 PARCEL 2 - AMENDED RECORD OF SURVEY  
 GEN COUNTY, IDAHO - INSTRUMENT NO. 175006

**NOTES**

1. ALL SETBACKS TO COMPLY WITH ALL ZONING RULES & BE VERIFIED.
2. THE FOLLOWING INFORMATION PRIOR TO CONSTRUCTION:
3. WATER & SEWER PROVIDED BY CITY OR LOCAL WATER CORP.
4. ALL UTILITIES TO BE AS SHOWN.
5. ALL DETAILS SHOWN HEREIN SHALL BE VERIFIED BY CURRENT PLAT MAP OR FILE BY CITY OR COUNTY AS REQ'D.

**KEY NOTES**

1. PER RESIDENCE - FIN GRADE AT ALL CORNERS OF HOUSE AND GARAGE.
2. FIN GRADE ALL SIDES - SLOPE MIN 2% WITHIN 10' OF HOUSE THEN MIN OF 2% TO FRONT AND REAR PROPERTY LINES.
3. CONC DRIVEWAY - SLOPE TO STREET MIN 1% - MAX 1% PROVIDED SLOPE AS REQUIRED.
4. CONC PATIO - SEE PFD PLANS - SLOPE AWAY FROM HOUSE MIN 1% PER FT.
5. CONC STOP AND OR A/C PAD - SEE PFD PLANS - SLOPE AWAY FROM HOUSE MIN 1% PER FT.
6. 4" CONC ENTRY WALK - SEE PFD PLANS.
7. CONC CURB AND/OR WALK AS PROVIDED BY SUB DEVELOPER - VERIFY AS REQUIRED PRIOR TO CONCT.

|                      |                       |
|----------------------|-----------------------|
| <b>SHEET 2</b>       |                       |
| DATE: MARCH 13, 2020 | BY: LOREN D. HILLIAMS |
| DATE: MARCH 13, 2020 | BY: LOREN D. HILLIAMS |
|                      |                       |



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

Tuesday, March 17, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Granite Excavation Inc. BID for Phillips St Project in the amount of 26,803.75 with Mayor to Sign.**

Attached is the request for BID that was emailed, summary of BIDS and all BIDS for your review.

Thank you,

Clint Seamons  
Public Works Director

**Phillips St Project**

Pine St to Moffatt Ave

City of Emmett will have it prepped, will have traffic control and uses ITD Specs for the Asphalt

58-28 grade of binder

675 ft long X 27 FT wide

Price per SQ FT

Deadline for BIDs Friday 3/06/2020

**BID Request**

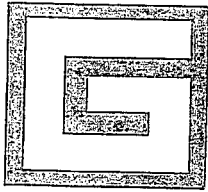
18,225 sq ft = 2 1/2 in Ashpalt Mat





**Phillips St Project Pine St to Moffatt Ave**

| <b><u>Company</u></b> | <b><u>BID Submittal Date</u></b> | <b><u>Total</u></b> |
|-----------------------|----------------------------------|---------------------|
| Granite Excavation    | 3/5/2020                         | \$ 26,803.75        |
| Sunroc                | 3/4/2020                         | \$ 27,515.00        |
| Central Paving        | 3/6/2020                         | \$ 29,215.00        |
| Idaho Materials       | 3/5/2020                         | \$ 32,805.00        |
| Capital Paving        | 3/2/2020                         | \$ 36,450.00        |
| Knife River           | NO BID RECEIVED                  |                     |



**GRANITE**  
Excavation Inc.  
*We're diggin this business*

23 Warm Lake Hwy  
Cascade, ID 83611  
225 Wooddale Ave, Ste 115  
Eagle, ID 83616  
graniteexcavation.com  
208-382-4188

|                                                                  |                                        |
|------------------------------------------------------------------|----------------------------------------|
| <b>To:</b> City Of Emmett                                        | <b>Contact:</b> Doricela Millan-Sotelo |
| <b>Address:</b> 601 E 3rd St., Emmett, Idaho 83617<br>Emmett, ID | <b>Phone:</b> (208) 365-9569           |
| <b>Project Name:</b> Phillips St. Paving Emmet, ID               | <b>Fax:</b>                            |
| <b>Project Location:</b> Phillips Street, Emmett, ID             | <b>Bid Number:</b>                     |
|                                                                  | <b>Bid Date:</b>                       |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|------------------|--------------------|------|------------|-------------|
| 1      | Mobilization     | 1.00               | LS   | \$2,200.00 | \$2,200.00  |
| 19     | HMA Paving 2.5"  | 18,225.00          | SF   | \$1.35     | \$24,603.75 |

**Total Bid Price: \$26,803.75**

**Notes:**

- Above shown pricing doesn't included Performance & Payment Bonds, please add 1.5% to total price if needed.
- Concrete collars are excluded in above shown pricing.
- Above shown prices do not include permits.
- Quality Control Testing is excluded in above shown pricing.
- Price does not include any scope of work not specifically called out on the above shown bid schedule.
- Survey is excluded in above shown pricing.
- SWPPP is excluded in above shown pricing.
- Above pricing is assuming all finish grade work is completed by others.
- All grades must be a minimum of 2% slope to guarantee drainage. Granite is not responsible for grades less than 2%

**Payment Terms:**

Progress billing will be submitted by the 25th of each month. Payment is due by the 10th of the following month.

|                                                                                                                                                                                                                         |                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>ACCEPTED:</b><br/>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p> | <p><b>CONFIRMED:</b><br/><b>Granite Excavation Inc</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> _____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|



4015 South Banner Street  
 Boise, Idaho 83709 - 5511  
 Phone: 362 - 4244  
 Fax: 362 - 4190

**Asphalt Paving Only Proposal & Contract**

To: City of Emmett  
 601 E 3rd St  
 Emmett, ID 83617

Project: Phillips Street  
 Location: Emmett, ID  
 Estimate: 20ID075

Date: 03/04/20  
 Name: Doricela  
 Phone: (208) 365-9569  
 Fax: (208) 365-4651

Email: [dmilan-sotelo@cityofemmett.org](mailto:dmilan-sotelo@cityofemmett.org)

| Item Number | Work Description                                                                        | Estimate Quantity | Unit Description | Unit Price  | Price Totals |
|-------------|-----------------------------------------------------------------------------------------|-------------------|------------------|-------------|--------------|
| 1           | CREW & EQUIPMENT MOBLIZATION                                                            |                   |                  |             |              |
| 2           | 2.5" THICK PLANTMIX PAVEMENT                                                            | 18,225            | EA               | \$ 2,000.00 | \$ 2,000.00  |
|             | SP3, 1/2" Aggregate mix with PG 58-28 asphalt and 0.5% heat-stable, anti-strip additive |                   | SF               | \$ 1.40     | \$ 25,515.00 |

**Total Estimate: \$ 27,515.00**

**Special Notes:**

- Access for paver and dump trucks must be provided. Sunroc Corporation cannot be held responsible for damage to existing asphalt or concrete due to new asphalt pavement construction.
- This quote does not include surveying, monument removal and reset, traffic control, materials testing, sawcutting, sweeping, concrete collars, pavement markings, herbicide, permits and/or Davis-Bacon wage rates.
- SWPPP, BMP's, design, permits and implementation by others.
- Asphalt paving only, as quoted above, requires that base aggregate preparation, grading and compacting be made ready to receive asphalt by others.
- This is an asphalt paving unit price proposal. Billing will be for actual amount of asphalt utilized/area paved. Contractor to verify quantities.
- Weather protection of any kind to be provided by others.
- Sunroc cannot be responsible for drainage or water ponding on slopes of less than 1% or where grade is dictated by surrounding area.
- Any paving between the dates of October 1st and March 1st may be impacted by weather and/or temperature. Such impacts shall result in additional costs due to decreased production rates as a result of weather and/or temperatures.
- Finish grading performed by others. Finish grade needs to be +/- .02' of base finish elevations to be accepted for asphalt.
- Allow a minimum of two weeks notice for scheduling purposes.
- Grade breaks, valley's and edge of pavement to be painted out by others prior to Sunroc paving.

"Due to the instability of the petroleum industry with the associated price increases, Sunroc Corporation reserves the right to adjust the pricing for the asphalt products quoted above as we receive these increases." In the event that asphalt becomes unavailable, Sunroc will be held harmless. Asphalt plant mix quoted is ISPPC Class III 1/2" or 3/4" with 58/28 performance grade oil unless otherwise specified.

\*Approval of credit, notwithstanding purchaser's acceptance of this proposal, Sunroc's obligation to perform is conditional upon approval of the financial responsibility of the purchaser. Purchaser will furnish promptly, at Sunroc's request, information necessary to determine purchaser's financial responsibility and credit. If disapproved, purchaser will be notified, and unless a satisfactory arrangement for payment is made, this agreement will become null and void, without liability to either party.

\*All material and work is guaranteed to be as specified. Plans and specifications are a part of this proposal. All agreements and warranties expressed or implied are only as attached in written form. Any alterations or deviations from project specifications involving extra costs, or any additional quantities, will become an additional charge over and above attached specifications.

\*This contract covers only the work noted above. It does not include unforeseen problems or other work items. Sunroc Corporation is not responsible for damage, costs, or impact caused by or to any hidden or unknown items. Alterations, changes, additional work, unforeseen impacts, or deviations from these contract specifications will become an additional charge, due and payable.

\*Any required sub-grade repairs, which are discovered will be charged at time and materials. Sunroc Corporation is not responsible for existing base or design problems.

\*Sunroc Corp. cannot be responsible for drainage or water ponding on slopes of less than 1.0% or where grade is dictated by surrounding area. Patching can plug water drainage and can thus create ponding.

\*This is a unit price contract. The contract amount is based on estimated quantities. Actual payment will be on final quantities completed.

\*All agreements and/or warranties, either expressed or implied, are only in written form. This is a fully integrated contract.

\*This agreement is binding upon heirs, assignors, and successors in interest.

\*As a proposal, the prices quoted are good for fifteen (15) days from the date noted at the top of the proposal.

\*Full payment is due and payable on completion of work. Progress payments will be made if completed in stages. Interest will be charged at 1.5% per month or 18% A.P.R. for delayed payments. All expenses Sunroc Corporation incurs in the collection of money due will be reimbursed to Sunroc Corporation including attorney and consultant fees.

\*Retention not to exceed that withheld by owner. Full payment upon completion of above work.

\*Price is based on nothing preventing Sunroc Corporation from full production. No standby is included in price.

SUNROC CORPORATION Public Works License: PWC-C-17452-UNLIMITED-1-4

Cole Cantrell  
 208-320-2997  
[ccantrell@sunroc.com](mailto:ccantrell@sunroc.com)

Customer

Name

Signature & Date

Approximate Pave Date: \_\_\_\_\_  
 Retainage Amount: \_\_\_\_\_



P.O. Box 15010  
 Boise, Idaho 83715  
 Ph. (208) 338-0818 Fax: (208) 338-1329

Idaho Public Works License: 10788-U-1-2  
 Idaho Contractor Registration Number: RCE-1446

### Proposal

To: City of Emmett  
 Address: 601 E. 3<sup>rd</sup> St  
 Emmett, ID 83617

Attn: Doricela Millan-Soteto  
 Phone: (208) 365-9269  
 Fax:  
 Email: Dmillan-soteto@cityofemmett.org

Project: Phillips St - Pine St to Moffatt Ave

| Item # | Description                   | Quan       | Unit | Unit Price | Ext Price          |
|--------|-------------------------------|------------|------|------------|--------------------|
|        | Mobilization                  | 1.000      | LS   | \$3,700.00 | \$3,700.00         |
|        | Asphalt Paving - 2 1/2" Depth | 18,225.000 | SF   | \$ 1.40    | \$25,515.00        |
|        |                               |            |      |            | <b>\$29,215.00</b> |

CONDITIONS AND PRICE ADJUSTMENTS - This proposal and prices stated herein are subject to the following conditions and adjustments:

- \*\* This proposal includes cost for using a 1/2" SP-3 PG 64-28 mix design that meets ITD specifications.
- \*\* This proposal is based on working a 40-hour work week. Should it become necessary to accelerate in order to meet General Contractor's schedule additional cost may be incurred.
- \*\* The proposal is based on Central Paving having full access to site in order to efficiently complete its work.
- \*\* Central Paving will supply General Contractor with a mix design for approval by owner prior to placement of hot mix asphalt. Written approval of mix design must be submitted to Central Paving prior to mobilization of paving crew.
- \*\* Fine Grading - Base course to be graded and compacted to designed grade and slope by others. Owner (and/or approved agent) to approve grade prior to mobilization of paving crew.

LEGAL NOTES:

- \*\* Entering into a contractual arrangement for this project is dependent upon signing a mutually agreeable contract.
- \*\* This proposal is to be made a part of any contract or subcontract agreement.
- \*\* Price is contingent upon a mutually agreeable start date and construction schedule between Central Paving and owner/owner's representative or general contractor.
- \*\* Cost for work not identified above or not shown on project plans and specifications will be considered as extra work and will be completed upon acceptance of mutually agreeable payment terms.
- \*\* Payment to be received by Central Paving within 15 days of date of invoice.



**IDAHO MATERIALS  
& CONSTRUCTION**  
A CRH COMPANY

PO BOX 1310  
924 N. Sugar St. (83687)  
Nampa, ID 83653-1310  
PH: (208) 466-5011  
FAX: (208) 466-5166  
www.idahomaterials.com

**SAND • ROCK • LANDSCAPE PRODUCTS • CONCRETE • ASPHALT • PAVING • CONSTRUCTION SERVICES**

|                          |                                      |                    |                        |
|--------------------------|--------------------------------------|--------------------|------------------------|
| <b>To:</b>               | City Of Emmett                       | <b>Contact:</b>    | Doricela Millan-Sotelo |
| <b>Address:</b>          | 501 E. Main<br>Emmett, ID 83617      | <b>Phone:</b>      | 365-6050               |
| <b>Project Name:</b>     | Phillips Street - HMA Paving         | <b>Fax:</b>        | 365-3064               |
| <b>Project Location:</b> | Pine St. To Moffatt Ave., Emmett, ID | <b>Bid Number:</b> |                        |
|                          |                                      | <b>Bid Date:</b>   | 3/6/2020               |

| Item # | Item Description                                                                    | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|-------------------------------------------------------------------------------------|--------------------|------|------------|-------------|
| 10     | Plant Mix Pavement - 2 1/2" Depth HMA For Roadway Paving Of 675 LF X 27 Feet Width. | 18,225.00          | SF   | \$1.80     | \$32,805.00 |

**Total Bid Price: \$32,805.00**

**Notes:**

- Finish-grade by others; to be accepted by IMC & proper authorities.
- Quote DOES NOT include traffic control, permits, surveying, testing/inspection fees, saw cutting, concrete collars for manholes or water valves.
- Final payment to be based on unit prices multiplied by Tons, SF, LF, CY or other pricing Unit, delivered to project.
- Price shown DOES NOT include Performance and Payment bond. Add 2% if bond is required.
- IF THIS BID IS ACCEPTED PLEASE SIGN AND RETURN ONE COPY.

**ADDITIONAL TERMS AND CONDITIONS OF PROPOSAL**

1. APPROVAL OF CREDIT: Notwithstanding purchaser's acceptance of this proposal, seller's obligation to perform is conditional upon seller's approval of the financial responsibility of purchaser; and purchaser will furnish to seller promptly, at seller's request, such information as may be necessary for seller to determine purchaser's financial responsibility and credit. If disapproved, purchaser will be notified, and this agreement will be deemed terminated, without liability to either party.
- OFFER EXPIRES: If not signed and returned to Idaho Materials & Construction within ten (10) days from date of proposal, this offer shall automatically expire.
- PRICE: Due to the instability of the liquid asphalt market, this proposal is good for the 2020 construction season only. Should work be carried into the 2021 season, any price increases would be passed to the owner/general contractor. Additionally, If market shortages of liquid asphalt occur in 2020, this proposal is contingent on the availability of liquid asphalt at the time of construction and subject to additional costs.
- ACCEPTANCE OF PROPOSAL: The purchaser represents that they (it, he, or she) are the owner of the premises on which the work is to be done, or are authorized representative of the owner, and have permission and authority to grant seller the right to perform such work on premises.

Should seller be required to provide survey stakes and/or to perform engineering services of any nature, purchaser hereby covenants and agrees to save and hold harmless seller from and against any and all damages, claims, costs or expenses which ever arising from or growing out of performance of the contract, including, but not limited to, drainage of water as to direction or amount during performance of the contract as well as thereafter. This proposal shall become part of any subcontract agreement.

- PERFORMANCE: The seller shall not be liable for failure of performance or failure of delay in delivery by reason of contingency beyond seller's control, including, but not limited to, strikes, labor disputes, fire, flood, weather, embargo, war, government, or shortage or failure of raw materials, fuel, or transportation. If seller is delayed for more than sixty days (60) in the performance of this contract for any reason set forth herein, purchaser shall have the right upon seven (7) days written notice to seller to terminate this contract in which event the seller shall be paid for the work performed by it to date of such termination and all parties hereto shall be released of any further obligations herein.

- DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES: IDAHO MATERIALS & CONSTRUCTION does not authorize any person to create for it any obligations of liability in connection with this proposal. Any implied warranty of merchantability or fitness for a particular purpose applicable to this proposal or any product sold during the performance of this contract are disclaimed in their entirety. The only warranties extended are those expressly written on the 1st page of this proposal which are the exclusive remedy for such defects. Contractor shall not be liable for incidental or consequential damages resulting from any breach of this proposal or any written warranty or implied warranty.

- I (we) agree that the construction and validity of this proposal and contract shall be governed by the laws of the State of Idaho.
- Upon acceptance of this proposal the following information is required.

Owner of Project: \_\_\_\_\_

Phone # of Owner: \_\_\_\_\_

**Payment Terms:**

Payment terms: Net due by the 10th of the month following date of invoice unless otherwise stated. Interest at the rate of 1 1/2% per month charged on all past due accounts. This is an annual percentage rate of 18%. Purchaser agrees to pay reasonable legal fees.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

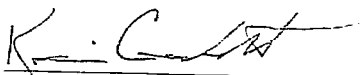
**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Idaho Materials & Construction**

**Authorized Signature:**  \_\_\_\_\_

**Estimator:** Kevin Crockett  
(208) 466-5001 [kcrockett@idahosand.com](mailto:kcrockett@idahosand.com)





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

Tuesday, March 17, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Galena Consulting Emmett Impact Fee Proposal in the amount of 10,000.00 with Mayor to Sign.**

Attached is the proposal for your review.

Thank you,

Clint Seamons  
Public Works Director





**PROPOSAL**  
**CITY OF EMMETT, IDAHO**  
**DEVELOPMENT IMPACT FEES FOR ROADWAYS AND PARKS/  
DEVELOPMENT OF GENERAL FUND CAPITAL IMPROVEMENT PLANS**

Our team is highly qualified to develop the City's impact fees for streets and parks, and develop capital improvement plans for all other General Fund departments:

- *Previous experience in preparing impact fee studies, capital planning and fiscal impact analyses.* As demonstrated in this proposal, we have completed dozens of impact fee studies and fiscal impact analyses for local governments in Idaho, Colorado, Nevada, Utah and Wyoming. Each of these projects include capital improvement plan development.
- *Experience working in Gem County.* Members of our team are currently working with officials from Gem County, and both Gem Rural Fire Districts on the development of impact fees and fiscal impact analysis.
- *Knowledge of legal statutes on Development Impact Fees.* Our team is well versed in the application of Idaho State Statutes on development impact fees.
- *Ability to meet critical timelines.* Every impact fee study we have completed has been on-time and within budget. We encourage you to check the references included herein.
- *Public and private sector work.* Although the majority of our public finance projects are for the public sector, we do work periodically for private builders and developers. Our familiarity with private sector real estate and development allows us to anticipate questions from builders and developers and respond to private sector concerns.

The following is a partial list of impact fee, capital planning, fiscal impact analysis, and economic analysis clients served by the members of our team:

- Nampa, Idaho
- Nampa Rural Fire
- Ada County, Idaho
- Boise, Idaho
- Caldwell, Idaho
- Cascade, Idaho
- Council, Idaho
- Donnelly, Idaho
- Driggs, Idaho
- Eagle, Idaho
- Eagle Rural Fire District
- Jerome City, Idaho
- Kootenai County, Idaho
- Kuna, Idaho
- Kuna Fire District
- Marsing Rural Fire District
- McCall, Idaho
- Meridian, Idaho
- Meridian Rural Fire
- Middleton, Idaho
- Middleton Fire District
- Middleton Parks District
- Mountain Home, Idaho
- NACFR District
- Northside Rural Fire District
- Payette, Idaho
- Shoshone County, Idaho
- Star, Idaho
- Star Fire District
- Twin Falls, Idaho
- Valley County, Idaho
- Wilder Rural Fire District
- Salt Lake City, Utah
- Draper, Utah
- Logan, Utah
- Park City, Utah
- Longmont, Colorado
- Lyon County, Nevada
- Sheridan, Wyoming

## **APPROACH TO PROJECT**

The impact fee study methodology we have successfully employed in six Rocky Mountain States (Idaho, Arizona, Colorado, Nevada, New Mexico and Utah) is fully consistent with the relevant Idaho State Statutes. This approach includes:

- Forecast of residential and commercial growth;
- Analysis of current infrastructure service standards and capital needs, and assessment of the source of demand for future capital improvements;
- Analysis of cash flow stemming from impact fees and other infrastructure financing sources (i.e., land donations, bonded indebtedness, special districts, General Fund contributions);
- Preparation of a fiscally-constrained Capital Improvements Plan (CIP) and identification of the growth-related portion of City infrastructure plans;
- Calculation of full cost-recovery impact fees by land use type;
- Implementation recommendations including impact fee credits, potential exemptions, how fee revenues should be accounted for, and how the fees should be updated over time;
- Facilitation of discussion with stakeholders on the effect of the impact fees on economic development and the City's infrastructure needs;
- Support to elected officials in considering the adoption or update of impact fees; and;
- Assistance to City legal staff in preparing or updating enabling legislation.

Our proposed work plan to develop impact fees for the City's streets and parks impact fee study and 10-year fiscally constrained General Fund capital improvement plan includes:

*Task I. Project initiation*

**Task I-1.** Initial meeting with City staff to formalize schedule, plan stakeholder workshop, clarify and define needs and approach, define communities for comparison, and submit data requests.

*Task II. Detailed analysis of current conditions, current financing systems, infrastructure requirements and new system options. Development of a 10-year fiscally constrained capital improvement plan for all General Fund departments.*

**Task II-1.** Collect and review available data on current service levels for use in providing an introduction to service delivery issues and for developing infrastructure expansion cost estimates and service delivery standards.

**Task II-2.** Analyze the City's current debt financing systems and document extent of current indebtedness; identify infrastructure that has been acquired with borrowed funds.

**Task II-3.** Review and evaluate the City's long-term infrastructure requirements and capital needs recognizing the four sources of infrastructure demand: repair/replacement of existing facilities, betterment of service standards, institution of new services, and expansion of facilities for new development. Where master plan-based capital needs are not fully identified, work with appropriate City staff to identify and estimate costs for these improvements.

**Task II-4.** Review and evaluate current long-term capital financing systems, including sources of revenue such as General Fund contributions, CDBG funding, land donations, bonded indebtedness, and special districts. This will include an analysis of the cost of development versus revenue generation within the City as it relates to capital projects. We will collaborate with City budget staff to determine the degree to which each revenue source can be anticipated to be available to fund portions of the CIP, and fiscally constrain the CIP to meet these expectations.

*Task III. Analysis of current and future land use*

**Task III-1.** Collect data on current land use patterns in Emmett, including the acreage and square footage of different types of uses and the numbers and types of housing units.

**Task III-2.** Evaluate any existing projections or development trends, including population projections that indicate current direction of development in terms of physical locale and types of land use development.

**Task III-3.** Based on the above information, generate calculations documenting current development in Emmett, and forecast of future development over the next 10 years.

*Task IV. Calculation of preliminary development impact fees*

**Task IV-1.** Calculate preliminary fees. This will include the following steps:

- Quantify capital costs (data from Task II)
- Quantify unit costs (data from Tasks II and III to derive \$/unit or \$/sq.ft.)
- Determine land to development conversion ratios
- Define benefit areas if appropriate
- Calculate revenue credits (bonded indebtedness) if appropriate
- Develop a preliminary fee schedule

**Task IV-2.** Develop a plan for implementation and administration of proposed fees including “credit” procedures.

**Task IV-3.** Complete comparables analysis of impact fees and exemption policies as well as practices with key person interviews, telephone interviews and/or surveys.

**Task IV-4.** Meet with identified stakeholders, including any development advisory committees.

**Task IV-5.** Submit a draft report to staff for review.

**Task IV-6.** Conduct a briefing with City Council to review the draft report.

**Task IV-7.** Hold any required public hearings on preliminary capital improvement plans and impact fee schedule.

*Task V. Impact fee system final design and documentation*

**Task V-1.** Develop final impact fee report including fee implementation and administration recommendations.

**Task V-2.** Assist the City in assessing the implications and evaluation of changing the level of the City’s current impact fee, if applicable.

**Task V-3.** Submit final report to staff for review.

**Task V-4.** Conduct several briefings or workshops, as necessary, to facilitate discussion of City’s infrastructure needs.

**Task V-5.** Provide any necessary assistance to legal staff in updating enabling legislation.

Task V-6. Prepare cash flow analysis based on final fee schedule and Emmett growth projections.

Task V-7. Develop an "Update Procedures Memo" including how credits applied against capital costs should be handled over time.

Task V-8. Present final report to City Council, and address any further Council concerns or questions.

Task V-9. Hold required public hearings.

**PROPOSED FEES**

The proposed price for completing the identified scope of work is \$10,000. This is an all-inclusive price that encompasses professional time and all expenses. Our team commits to fully completing the scope of work for the fixed prices set forth. We do not propose to bill in a lump sum or by the hour, but rather by percent complete on a monthly basis.

Please note that \$8,000 of this amount can be included in the fee calculations so that the City can be repaid for the entire cost of the study over time by new development.

| DESCRIPTION                                                               | TOTAL           |
|---------------------------------------------------------------------------|-----------------|
| Develop streets impact fees                                               | \$8,000         |
| Development of capital improvement plans for all General Fund departments | \$2,000         |
| <b>TOTAL</b>                                                              | <b>\$10,000</b> |

Additions to the requested scope of work can be added by the City at any time. The hourly rate for such work would be \$150 per hour. The City and/or Galena Consulting can terminate this agreement at any time with fees to be billed up to the portion of the project completed upon termination.

*Agreement for Engagement of Services*

Galena Consulting has been retained by the City of Emmett to perform the work outlined in the above scope. The not to exceed price for these services is \$10,000.

\_\_\_\_\_  
City of Emmett

\_\_\_\_\_  
Galena Consulting, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**City's Strategic Pillars**  
**3/10/2020**

- 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. 40%
- Update outdated city ordinances, implement new ordinance-----70% zoning and building only.
- Obtain accessibility inspector certification----40%
- Comprehensive Plan overhaul and revision-----
- Digitalize and Organize all building and zoning files. 1%

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

***No less than top ten accomplishments since last report!***

1. Start reviewing lot sizes for R-2, duplex zone. Would like to reduce the minimum lot size from 8000 down to? Had first and second meeting on this, zoning commission is on board to reduce lot size down to 6000 sq. ft. for a R-2 zone. Will bring back a formal amendment.
2. Start on proposal to adjust/reduce boundaries of the Historic Central Business District for design review.
3. Re-writing Area of Impact Agreement between City of Emmett and Gem County. **Making revision #2**
4. Completed draft Area of Impact map revision. **To County for Review, County Staff is in agreement**
5. Ordinance revision to allow Manufactured Homes in an R-1 zone without a variance. Draft is complete
6. Permits, February 2020: New house =, Commercial =, Duplex =, Apartment = - Hangars = 0, Manufactured Home =, Fees Collected: \$
7. Working on Ordinance for Sewer and Water Connections, work performed by City, work performed by person wishing to connect. Striving for Clarity in the Ordinance.
8. Review easement documents for future water storage tank and booster pump station site.
9. Zoning Applications:
  - Re-Zone application, 913 S. Wardwell, hearing with Council March 10, 2020
  - Annex application, 2030 S. Washington- Sawtooth, hearing with Council March 10, 2020
  - Vacation Application- April 6, 2020 Zoning Commission ON HOLD UNTIL FURTHER NOTICE

***Plan for next 30 days***

10. Daily operations, plan reviews, contractor talks, developer talks, etc.
11. Continue working on draft Oil and Gas Ordinance. Working on revisions
12. Create a Notice and Grievance Procedure for the City in reference to the ADA
13. Work on direction to go with updating the comprehensive plan.
14. Updates to Title 7, water and sewer, city code.
15. Moving forward on updated master pathway plan.

***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**  
**3-24-20**

- 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**

- Set up Digital files for Permanent Records for Resolutions and Ordinances
- Building Department Permitting Module Implementation
- Increase ACH (Direct Pay) 10%
- Accept Credit/Debit Card Payments on ALL Fees
- Deputy Clerk Certifications in PRIMA, AIC, & HR

**Expenditures requiring authorization / purpose of expenditure - none**  
**Training - none**

**Accomplishments since last report**

- Increased ACH (Direct Pay) from 416 in January to 426 customers in February. In February 2019 there were 335 customers signed up for ACH in February 2020 there is now 426, an increase of 91 customers in one year.
- Annual Audit Completed February 19-21<sup>st</sup>, waiting for report
- Prepared and Sent (mailed) out Employee Insurance Forms #1095B by the March 2<sup>nd</sup> deadline
- Chief Deputy Clerk 100% trained on Payroll Process
- Hired a part-time Utility Clerk through Personnel Plus Agency- Employee starts- 2/24/20
- ICRMP On-Line University completed with 90% participation
- Established new E-mail address for Utility customers to contact
- Utility Clerk now on FMLA, began 3/16/20
- Prepare an Emergency Plan for COVID-19 - Tier 1, Tier 2, Tier 3

**Plan for next 30 days**

- Presentation of Annual Audit performed by Zwygart & Associates (April)
- Training with Black Mountain and Building Department on Permitting Module
- Promote ACH (Direct Pay) and increase client participation by 10%
- Records Retention/Destruction Plan
- Cross Train Chief Deputy Clerk on Accounting and Financial Statements
- Train part-time Utility Clerk on payments, and over the counter transactions
- Update Minutes books and scan to archives file
- Update Ordinance and Resolution Logs
- Begin Budget preliminary planning
- Meet with two agencies to get bids for a new copy machine that will scan our documents to an archive file. IT Systems Director included in conversations
- Answer customer questions on the garbage cart roll out and billings.
- Set up utility billing to include \$2.31 for new garbage receptacle
- Update New Account Opening Forms for the purpose of scanning to a computer file instead of paper file
- New customer new account packet providing utility service information

# City of Emmett, Idaho

Monthly Financial Report  
February 2020

## OUR CASH...

Account Balances

|                                             |           |
|---------------------------------------------|-----------|
| <b>GENERAL FUND –</b><br>Cash & Investments | \$ 2,723M |
|---------------------------------------------|-----------|

|                                            |            |
|--------------------------------------------|------------|
| <b>STREET FUND –</b><br>Cash & Investments | \$ 389,375 |
|--------------------------------------------|------------|

|                                             |            |
|---------------------------------------------|------------|
| <b>LIBRARY FUND –</b><br>Cash & Investments | \$ 235,159 |
|---------------------------------------------|------------|

|                                              |            |
|----------------------------------------------|------------|
| <b>CEMETERY FUND –</b><br>Cash & Investments | \$ 103,687 |
|----------------------------------------------|------------|

|                                                    |           |
|----------------------------------------------------|-----------|
| <b>PERPETUAL CARE FUND –</b><br>CASH & INVESTMENTS | \$ 86,031 |
|----------------------------------------------------|-----------|

|                                           |            |
|-------------------------------------------|------------|
| <b>WATER FUND –</b><br>Cash & Investments | \$ 3,301M  |
| Bond Payment Reserve                      | \$ 307,767 |

|                                           |            |
|-------------------------------------------|------------|
| <b>SEWER FUND –</b><br>Cash & Investments | \$ 3,847M  |
| Bond Payment Reserve                      | \$ 974,165 |

|                                                |            |
|------------------------------------------------|------------|
| <b>SANITATION FUND –</b><br>Cash & Investments | \$ 182,872 |
|------------------------------------------------|------------|

## BUDGET VS. ACTUAL YEAR TO DATE

### GENERAL FUND REVENUES AND EXPENDITURES

|                                   |                    |  |     |
|-----------------------------------|--------------------|--|-----|
| <b>Fiscal Year 2019-20 Budget</b> | <b>\$2,639,716</b> |  |     |
| Revenues to Date                  | \$ 1,506,469       |  | 57% |
| Expenditures to Date              | \$ 1,081,998       |  | 41% |

### Road & STREET FUND REVENUES AND EXPENDITURES

|                                   |                   |  |     |
|-----------------------------------|-------------------|--|-----|
| <b>Fiscal Year 2019-20 Budget</b> | <b>\$ 527,080</b> |  |     |
| Revenues to Date                  | \$ 266,686        |  | 51% |
| Expenditures to Date              | \$ 146,606        |  | 28% |

### LIBRARY FUND REVENUES AND EXPENDITURES

|                                   |                   |  |     |
|-----------------------------------|-------------------|--|-----|
| <b>Fiscal Year 2019-20 Budget</b> | <b>\$ 249,349</b> |  |     |
| Revenues to Date                  | \$ 140,409        |  | 56% |
| Expenditures to Date              | \$ 97,159         |  | 39% |

### CEMETERY FUND REVENUES AND EXPENDITURES

|                                   |                   |  |     |
|-----------------------------------|-------------------|--|-----|
| <b>Fiscal Year 2019-20 Budget</b> | <b>\$ 114,879</b> |  |     |
| Revenues to Date                  | \$ 53,304         |  | 46% |
| Expenditures to Date              | \$ 39,973         |  | 35% |

### WATER FUND REVENUES AND EXPENDITURES

|                                   |                    |  |     |
|-----------------------------------|--------------------|--|-----|
| <b>Fiscal Year 2019-20 Budget</b> | <b>\$1,857,300</b> |  |     |
| Revenues to Date                  | \$ 672,854         |  | 36% |
| Expenditures to Date              | \$ 570,925         |  | 31% |

### SEWER FUND REVENUES AND EXPENDITURES

|                                   |                    |  |     |
|-----------------------------------|--------------------|--|-----|
| <b>Fiscal Year 2019-20 Budget</b> | <b>\$2,451,800</b> |  |     |
| Revenues to Date                  | \$ 956,163         |  | 39% |
| Expenditures to Date              | \$ 643,211         |  | 26% |

### SANITATION FUND REVENUES AND EXPENDITURES

|                                   |                   |  |     |
|-----------------------------------|-------------------|--|-----|
| <b>Fiscal Year 2019-20 Budget</b> | <b>\$ 565,250</b> |  |     |
| Revenues to Date                  | \$ 240,921        |  | 43% |
| Expenditures to Date              | \$ 242,329        |  | 43% |

### TECHNOLOGY UTILITY FUND REVENUES AND EXPENDITURES

|                                   |             |  |     |
|-----------------------------------|-------------|--|-----|
| <b>Fiscal Year 2019-20 Budget</b> | <b>\$ 0</b> |  |     |
| Revenues to Date                  | \$ 2,060    |  | N/A |
| Expenditures to Date              | \$ 0        |  | N/A |

## SPECIFIC REVENUES COLLECTIONS AT A GLANCE...

### PROPERTY TAX COLLECTIONS

|                  |                    |  |     |
|------------------|--------------------|--|-----|
| <b>Budget</b>    | <b>\$1,796,097</b> |  |     |
| Revenues to Date | \$1,072,086        |  | 60% |

### STATE SHARED REVENUES COLLECTIONS

|                  |                   |  |     |
|------------------|-------------------|--|-----|
| <b>Budget</b>    | <b>\$ 287,058</b> |  |     |
| Revenues to Date | \$ 151,189        |  | 53% |

### BUILDING PERMIT REVENUES COLLECTIONS

|                  |                  |  |     |
|------------------|------------------|--|-----|
| <b>Budget</b>    | <b>\$ 45,000</b> |  |     |
| Revenues to Date | \$ 34,710        |  | 77% |



### ***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)***

- Coordinate the fit of all service support functions: maintenance/repair, quality control and technical support. (80% of completion)
- Provide all equipment necessary to allow for daily mission execution while meeting operational goals. (50% of completion)
- Provide constant, realistic and rigorous training to meet National Professional Development Model. (20% of completion)
- Provide a business inspection program that educates so that in each iteration high standards will be enforced, thus making our community safer. (10% of completion)
- Provide a positive work environment thus keeping well-trained and motivated firefighters for at least five year tours. (38% of completion)

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

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

- Met with all applicable parties regarding revision to the dispatch protocol update
- Converted over to Elite reporting software
- Replaced 2 smoke detectors for elderly gentleman
- Help a gentleman with a end of life request
- Worked on Protocols
- Went to the Community Partners meeting
- Met with EMS regarding ALS & Community Paramedic: to be continued
- Judged doors and hallways at EMS
- Registered FFs for classes in Boise and Nampa
- Vehicle shake down: E-1 E-2
- Made a new hose load for front bumper of E-1 and trained
- Implemented 150', 150', 200' on E-1
- Wrote email in opposition of House bill H0472
- Met with Recreation District and got on their agenda
- Met with Buck regarding blood thinners and head trauma
- Met with Vetter regarding youth leadership opportunities
- Met with GCAT Jerry regarding how we can better work with him in the future
- Served up Coffee for the office staff and Librarians that serve the City of Emmett
- Met with PD regarding dispatch protocols and Radio communications
- Obtained 2 radios for command vehicles
- Met with EMS regarding Medical direction and the possibility of combining licenses
- Ordered wood for making a workout box and center consoles for command vehicles
- Taught Prime Decision Making (RPDM), What To Do If Your Vehicle Goes in the Water, Stop the Bleed & How to Use a Fire Extinguisher to a group of kids and parents.
- Assisted a gentleman with an investigation question
- Chaired LEPC
- Met with the state and discussed a class for the community on distracted driving and safety along road ways
- Participated in table top with Cherry Ridge
- Participated in Gem County Health Coalition meeting
- Installed 4 car seats
- Fixed station light that shines on the flag
- Presented at the Recreation District
- Inspected Day Care multiple times



## ***City's Strategic Pillars 3-10-2020***

- 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: Emmett Public Library is the heart of the community! Serving as a resource for information, education and recreation, as well as a place to meet, gather and learn.**

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

- Embrace a new awareness campaign, by collaborating with other community entities that support the library's mission of 2019-2020, partnerships developed and library usage will increase.
- Library will implement new software for improved patron financial recovery; expand delivery of learning opportunities through in-house & outreach programs. Pending 2019-2020 Budget Funding. 10%
- Library will develop Adult/Senior services supporting the goal of, "A Place For Seniors To Age & Stay" 25%
- Develop grant/gift programs as well as in-kind contributions, providing no less than \$50,000 a year towards budget. **To date: Donations=\$19,483.08 + Grants=\$5390.00, In-Kind Donations=\$1,250.00**

**-Expenditures requiring authorization from higher and purpose of expenditure**-None at this time  
**-Training last 30 days**- last 30 days – Nothing

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

- **First Wednesday, March-Laugh & Learn with the Lorax= 56 attended**
- **2020 Rotary Grant for Robotics Club completed pending**
- **(Summer STEM) & (Welcome To Your Library) for State Library Grant Funds both AWARDED! (\$1,000)**
- **Bears Books & Brownies 2-12/13/14/2020 fundraiser for Children's Programming (\$541.00)**
- **Planning meeting for Summer Reading 2020 community partners (Kiwanis)2/25/2020**
- **Complete Summer Intern Grant Application from ICfL due 2/26/2020- Awarded \$1,000**
- **Speak at Kiwanis Lunch 2-26-2020**

### **NEXT 30 DAYS**

- **Schedule outreach to develop Adult/Senior Services (Senior Power Hour @ the Library)**
- **4-H-STEM 3/31, building a Trebuchet for Easter shoot-off, held at the library during open hours!**
- **Library Directors Summit March 12-13<sup>th</sup>, Boise**
- **Business Expo presentation 3/14/2020**
- **Financial Escape Room training Meridian Library District March 17<sup>th</sup>**
- **Make-It-n-Mingle "Emmett Rocks" March 20<sup>th</sup> -kick off to Spring Break "Story Stones" activity**

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

## 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 Patrol Officers and Patrol Sgts. for no less than 3 years. **(37% of Completion)**
- 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% of completion)**
- ~~Ensure 100% of police department staff attends C.I.T. Training to improve mental hold process by end of 2019 fiscal year. **(92% of completion)**~~
- Updating and implementing 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. **(33% approval of the updates)**

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

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

- See attached

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

- Have requested the use of drug forfeiture money to purchase updated drone. Purchase has been approved by Prosecutor's office and Gem County Sheriff. Currently working on getting quotes for drone.
- Officer Roehr has completed all 4 phases of FTO and paper work will be submitted in March to complete certification through POST.
- D.C. Babcock is updating the Lexipol policy pertaining to department award program.
- Sgt. Bertalotto has contacted a number of departments about their dog impound fees and licensing fees. The findings of this will be given to council in March.
- Will be contacting local builder for a second estimate. William J. Slabaugh was emailed February 4<sup>th</sup>. Have met with Mr. Slabaugh and he is working on a quote for remodel as of 2-14-20.
- Conversion of 4 rifles to short barrel and suppressor has been completed and 2 have been approved by ATF. Still need to schedule conversion of 7 more rifles.
- Department obtained 100% completion of ICRMP training.
- Grant was accepted for E-Citation. Waiting for equipment so then we can start patrol hours.
- Received a demo from Curtis Blue Line on Load Barring vest carriers. Working on policy. Rough draft of policy has been produced. Comparing policy to other agencies.
- Provided Cultural Diversity training for both city officers and county deputies March 2<sup>nd</sup> and 9<sup>th</sup>.
- Public works ordered a flashing beacon that will be installed end of March / 1<sup>st</sup> of April at the intersection of Johns Ave. and 4<sup>th</sup> Street.
- Restriping Ford Fusion so it can be used for both city clerk and COP program.
- Worked on the Emmett Fire Standard Operating Guidelines with Gem County Dispatch and Emmett Fire.
- Scheduled a short law update in April being put on by Gem County Prosecutor.
- Receiving an enclosed trailer From the Gem County Emergency Management and Gem County Sheriff's Poise.
- Giving trailer to the Emmett Fire Department so they can have a trailer dedicated just for hazmat scenes.
- ~~Hosting a meeting with local restaurants to raise money for Special Olympics.~~
- Will be having weekly meetings with D.C. to approve 4 policies he has questions about.

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

- Will be purchasing signs from Signs ETC. or prison industries that authorize GCAT to tow vehicles that are not authorized to park in the city hall parking lot during Cherry Festival. (next year)
- Follow up with Carberry to see if they have contact C.A.R.E.S. about No Go Tell Training.
- Looking into moving found bicycles to a different location
- Provide Domestic Violence Community Training in Emmett from R.O.S.E. advocates.
- Review PAL Pound contract / revisit the possibility of increasing pound fees. Renew contract.
- Implementation of new lockdown procedure. SRO will be looking into this.
- Remodeling of PD and evidence room/ look at a simpler plan then we received from architect.

- Clint and I will be discussing how to get better use of the tin building.
- Getting quotes to compare the Dodge Durango VS Ford Interceptor.

Emmett Police Department

| <b>Emp, Title</b>     | <b>Training/Hours</b>                   | <b>Date</b>    | <b>Location</b>          | <b>Cost/Certificate</b> |
|-----------------------|-----------------------------------------|----------------|--------------------------|-------------------------|
| All EPD staff<br>(16) | Cultural Diversity<br>Training (64 Hrs) | 3/2 and<br>3/9 | City Hall                | \$0                     |
| Officers (2)          | Drug Interdiction<br>Training (16hrs)   | 3/16           | Idaho POST               | \$0                     |
| Patrol SGT.           | Fire Arms Training<br>(16)              | 3-16 –<br>3/17 | South Boise by<br>Prison | \$0                     |
|                       |                                         |                |                          | \$0                     |
|                       |                                         |                |                          |                         |
|                       |                                         |                |                          |                         |
|                       |                                         |                |                          |                         |
|                       | 2-25-20 – 3-24-20                       |                |                          |                         |
|                       |                                         |                |                          |                         |
|                       |                                         |                |                          |                         |
| <b># Emp. Trained</b> | <b>Total Training Hours</b>             |                |                          | <b>Total Cost</b>       |
| 19                    | 96                                      |                |                          | \$0                     |



## CITY ORDINANCE February Report

|                             | NEW | RESOLVED | OUTSTANDING |
|-----------------------------|-----|----------|-------------|
| Junk / Abandoned Vehicles   | 1   | 1        | 25          |
| Parking Violations          | 3   | 2        | 1           |
| Prohibited Accumulations    | 1   | 0        | 6           |
| Sidewalk Obstruction        | 5   | 3        | 5           |
| Weeds/Trees                 | 1   | 1        | 3           |
| Animals Present / No permit | 11  | 9        | 25          |
| *Misc. Other                | 16  | 15       | 4           |
| <br>                        |     |          |             |
| Citizen Complaint           | 19  |          |             |
| Officer Initiated           | 17  |          |             |

\*Description of Misc Other -



## EMMETT POLICE DEPARTMENT

### February Patrol Statistics

|                           | TOTAL |
|---------------------------|-------|
| Felony Arrests - Male     | 4     |
| Felony Arrests - Female   | 2     |
| Misd. Arrests - Male      | 23    |
| Misd. Arrests - Female    | 7     |
| Traffic Stops             | 197   |
| Infraction Cite           | 97    |
| Dispatched Calls          | 386   |
| Officer Initiated Reports | 64    |
| Dogs Taken to Pound       | 1     |
| Ordinance Calls           | 4     |

### Traffic Stops

|              |     |
|--------------|-----|
| Total Stops  | 195 |
| Oral Warning | 141 |

### Community Involvement

Emmett Fire, Emmett Police and the Mayor all participated in judging an event at the middle school.

Met with representatives for the Special Olympics Torch Run.

Participated in an emergency table top exercise at the E.M.S. building with other local first responder administrators and administrators from the Cherry Ridge Nursing home.

Presented bike safety to girl scout Troop 850.

Emmett Fire and Emmett Police assisted Heart N' Home in giving out free root beer floats at the senior center.



# C A S E S U M M A R Y R E P O R T

From 02/01/2020 To 02/29/2020

## EMMETT POLICE DEPARTMENT

| Date       | Time     | Initial Remarks                                                                                       |
|------------|----------|-------------------------------------------------------------------------------------------------------|
| 02/01/2020 | 9:57 am  | INVESTIGATED A BURGLARY AND VANDELISM OF A VEHICLE                                                    |
| 02/01/2020 | 6:17 pm  | ARRESTED A 53 YOM FOR A FELONY WARRANT                                                                |
| 02/02/2020 | 12:14 am | INVESTIGATED A BATTERY INVOLVING A 35 YOA FEMALE AND A 30 YOA MALE                                    |
| 02/02/2020 | 8:47 pm  | INVESTIGATED A PEDESTRIAN UNDER THE INFLUENCE                                                         |
| 02/03/2020 | 2:00 pm  | RESPONDED TO AN UNATTENDED DEATH.                                                                     |
| 02/03/2020 | 4:40 pm  | RESPONDED TO A THEFT CALL                                                                             |
| 02/04/2020 | 4:52 pm  | INVESTIGATED A STALKING/ HARASSMENT                                                                   |
| 02/04/2020 | 5:21 pm  | RESPONDED TO A WELFARE CHECK                                                                          |
| 02/05/2020 | 3:25 pm  | INVESTIGATED A DOG BARKING/NUISANCE COMPLAINT IN THE 500 BLK OF E 5TH ST                              |
| 02/05/2020 | 4:09 pm  | ASSISTED GCSO IN A PURSUIT AND K9 SNIFF                                                               |
| 02/06/2020 | 9:30 am  | INVESTIGATED A 17 YOA MALE FOR DISTURBING THE PEACE AT THE HIGH SCHOOL                                |
| 02/06/2020 | 7:40 pm  | CITED A 24 YOA FEMALE FOR POSSESSION OF CONTROLLED SUBSTANCE, PARAPHERNALIA                           |
| 02/07/2020 | 12:03 am | INVESTIGATED A TELEPHONE HARASSMENT.                                                                  |
| 02/07/2020 | 11:43 am | RESPONDED TO A FRAUD CALL.                                                                            |
| 02/07/2020 | 3:01 pm  | INVESTIGATED AN ANIMAL NOISE ISSUE IN THE 300 BLOCK OF MCAULLIFE AVE                                  |
| 02/07/2020 | 3:01 pm  | INVESTIGATED A DOG BARKING VIOLATION IN THE 300 BLOCK OF MCAULIFFE AVE                                |
| 02/08/2020 | 2:33 pm  | ARRESTED A 20 YOA MALE FOR A FELONY WARRANT.                                                          |
| 02/08/2020 | 7:20 pm  | INVESTIGATED A DOMESTIC BATTERY BETWEEN A 37 YOM AND A 42 YOF                                         |
| 02/09/2020 | 9:55 am  | ARRESTED A 29 YOA MALE FOR POSS OF CONT SUBS, POSS OF PARA, AND DWP.                                  |
| 02/10/2020 | 12:22 pm | INVESTIGATED A HIT AND RUN WITH PROPERTY DAMAGE                                                       |
| 02/10/2020 | 1:00 pm  |                                                                                                       |
| 02/10/2020 | 1:58 pm  | ARRESTED A 43 YOA FEMALE FOR A MISD WARRANT.                                                          |
| 02/10/2020 | 4:36 pm  | INVESTIGATE HIT AND RUN WHITE PRIUS VS PERSON                                                         |
| 02/10/2020 | 7:30 pm  | INVESTIGATED FORGERY OF CHECK, SUSPECT IS 38 YO FEMALE                                                |
| 02/11/2020 | 4:35 pm  | INVESTIGATED CRASH                                                                                    |
| 02/12/2020 | 10:15 am | RESPONDED TO A DOG BITE THAT OCCURRED 12-31-19                                                        |
| 02/12/2020 | 12:25 pm | CITED A 27 YOA MALE FOR NO INSURANCE 2ND                                                              |
| 02/12/2020 | 4:47 pm  | CITED A 39 YOA MALE FOR PARAPHERNALIA                                                                 |
| 02/13/2020 | 1:13 pm  | INVESTIGATED A MALICIOUS INJURY TO PROPERTY CALL INVOLVING A 16 YO JUV MALE                           |
| 02/14/2020 | 10:07 am | INVESTIGATED A VEHICLE VS. PEDESTRIAN MINOR PI. BOTH THE TRUCK & BICYCLIST HAD LEFT THE SCENE         |
| 02/14/2020 | 3:15 pm  | ARRESTED A 65 YOM ON A WARRANT                                                                        |
| 02/14/2020 | 3:38 pm  | RESPONDED TO A NON INJURY ACCIDENT IN THE US BANK PARKING LOT                                         |
| 02/14/2020 | 4:39 pm  | RESPONDED TO A NONINJURY ACCIDENT IN THE 600 BLK OF HIGHWAY 16                                        |
| 02/15/2020 | 1:41 pm  | INVESTIGATED A PUBLIC WAY OBSTRUCTED IN THE 4000 BLK OF QUEEN ANN DR                                  |
| 02/17/2020 | 6:45 am  | INVESTIGATED VEHICLE VS TREE, FAIL TO NOTIFY OF ACCIDENT WITH PROPERTY DAMAGE                         |
| 02/17/2020 | 7:30 am  | CITED A 67 YOA MALE FOR POSSESSION OF CONTROLLED SUBSTANCE AND POSS OF DRUG PARA                      |
| 02/17/2020 | 2:41 pm  | RESPONDED TO A NON INJURY ACCIDENT IN THE 100 BLK OF HWY 52                                           |
| 02/17/2020 | 8:31 pm  | ARRESTED A 25 YOM FOR A BOOK AND RELEASE WARRANT & CITED FOR POSSESSION                               |
| 02/18/2020 | 9:32 am  | INVESTIGATED MALICIOUS INJURY TO PROPERTY AT THE CITY PARK.                                           |
| 02/18/2020 | 5:37 pm  | INVESTIGATED A 41 YOA MALE FOR ATTEMPTED SUICIDE                                                      |
| 02/19/2020 | 11:52 am | LOST IPAD LOCATED AT WELLS FARGO 2 MONTHS AGO                                                         |
| 02/19/2020 | 2:40 pm  | ARRESTED A 35 YOA MALE FOR A WARRANT, AND CONTEMPT OF COURT                                           |
| 02/19/2020 | 3:35 pm  | ASSISTED EMS WITH TRANSPORT OF A 17YOF TO VALOR HEALTH WHO WAS LATER PLACED ON A HOLD BY HER GAURDIAN |
| 02/19/2020 | 4:04 pm  | RESPONDED TO A NON INJURY ACCIDENT IN THE MEADOWVIEW PARKING LOT                                      |

## CASE SUMMARY REPORT

From 02/01/2020 To 02/29/2020

## EMMETT POLICE DEPARTMENT

| Date       | Time     | Initial Remarks                                                                                                                                 |
|------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| 02/20/2020 | 2:56 pm  | INVESTIGATED AN OBSTRUCTED PUBLIC WAY & PARKING VIOLATION IN 700 BLK OF S COMMERCIAL AVE                                                        |
| 02/20/2020 | 4:49 pm  | ARRESTED A 20 YOA MALE FOR 3 FTA WARRANTS, CITED FOR POSSESSION OF CONTROLLED SUBSTANCE/PARAPHERNALIA, NO INSURANCE 2ND, AND FICTITIOUS DISPLAY |
| 02/20/2020 | 6:14 pm  | RESPONDED TO A NON-INJURY ACCIDENT AT JOHNS & MAIN                                                                                              |
| 02/20/2020 | 7:49 pm  | RESPONDED TO A SHOT FIRED CALL                                                                                                                  |
| 02/21/2020 | 9:04 am  | ARRESTED A 16 YOA MALE FOR POSSESSION OF A SCHEDULE I DRUG                                                                                      |
| 02/21/2020 | 12:02 pm | INVESTIGATED AN ASSAULT BETWEEN A 11 AND 12 YOA MALE                                                                                            |
| 02/22/2020 | 12:59 am | INVESTIGATED A GARBAGE TRUCK VS POWER POLE HIT AND RUN CRASH                                                                                    |
| 02/22/2020 | 8:29 am  | INVESTIGATED A 17 YOM WHO IS A RUNAWAY                                                                                                          |
| 02/22/2020 | 1:40 pm  | INVESTIGATED THE THEFT OF A BOAT AND TRAILER                                                                                                    |
| 02/22/2020 | 6:52 pm  | CITED ---19 YOM FOR PARAPHERNALIA                                                                                                               |
| 02/23/2020 | 2:15 am  | INVESTIGATED A 29 YOA FEMALE FOR DUI                                                                                                            |
| 02/23/2020 | 10:37 am | CITED A 32 YOM FOR DWP                                                                                                                          |
| 02/23/2020 | 4:27 pm  | CONTROL SUBSTANCE POSSESSION AND PARAPHERNALIA                                                                                                  |
| 02/24/2020 | 11:27 am | ARRESTED A 38 YOA MALE FOR AN ELMORE COUNTY WARRANT                                                                                             |
| 02/24/2020 | 2:40 pm  | ARRESTED A 40 YOA MALE FOR PROPERTY DAMAGE                                                                                                      |
| 02/24/2020 | 4:27 pm  | CITED- YOF FOR PARAPHERNALIA                                                                                                                    |
| 02/24/2020 | 5:22 pm  | DOG VS DOG BITE                                                                                                                                 |
| 02/24/2020 | 5:43 pm  | INVESTIGATED A RAPE INVOLVING A 40 YOF AND 61 YOM                                                                                               |
| 02/24/2020 | 6:30 pm  | INVESTIGATED AN IDENTITY THEFT.                                                                                                                 |
| 02/25/2020 | 7:20 am  | RESPONDED TO A NON-INJURY ACCIDENT IN THE HIGH SCHOOL PARKING LOT                                                                               |
| 02/25/2020 | 1:59 pm  | CITED A 40 YOA FEMALE FOR DUI                                                                                                                   |
| 02/25/2020 | 4:21 pm  | RESPONDED TO A CAR VS DEER ACCIDENT ON HWY 16                                                                                                   |
| 02/26/2020 | 12:47 pm | CROSS WALK BUTTON AND LIGHT FIXTURE STRUCK BY UNKNOWN VEHICLE AT UNKNOWN TIME                                                                   |
| 02/26/2020 | 1:25 pm  | INVESTIGATED A DOG AT LARGE & LICENSING IN THE 300 BLOCK OF LINCOLN AVE                                                                         |
| 02/26/2020 | 1:25 pm  | INVESTIGATED A DOG AT LARGE & LICENSING IN THE 300 BLOCK OF MURRAY ST                                                                           |
| 02/27/2020 | 11:47 am | INVESTIGATED AN OBSTRUCTED PUBLIC WAY IN THE 3000 BLK OF QUEEN ANN DR                                                                           |
| 02/28/2020 | 1:05 pm  | INVESTIGATED A DOMESTIC ASSAULT                                                                                                                 |
| 02/28/2020 | 11:17 pm | ARRESTED A 19 YOM FOR POSSESSION                                                                                                                |
| 02/29/2020 | 12:07 am | ARRESTED A 61 YOA FEMALE FOR A MISD WARRANT.                                                                                                    |

Count: 73

\*\*\*\*\*END OF REPORT\*\*\*\*\*

## City's Strategic Pillars

03/24/2020

- 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

- Implement Airport Pavement, and Master Capital Improvement Plan. **25%**
- Create Cemetery Master Plan. **5% on hold**
- Create Road Improvement Plan to provide for Safe Route planning for pedestrians, bicycles and motor vehicles. **60%**
- Replace all water distribution lines less than 6" in diameter to meet mandatory minimum main line size requirement. **50%**
- Reduce I&I inside sewer collection lines to less than 50% of current rate per Sewer Capital Improvement Plan. **50%**
- Upgrade Wastewater Treatment Plant Influent Screen. **60%**
- Hawthorne lift station upgrade. **50%**

### Expenditures requiring authorization / purpose of expenditure

- 01/23/20 CODALE Electric Supply, Inc, Pip Order – \$7,500.00
- 02/18/20 Specialty Construction Supply, Public Works – \$5,170.00
- 02/24/20 Core & Main LP, Water Meters - \$7,772.00
- 02/24/20 Core & Main LP, Water Registers - \$10,707.00
- 03/05/20 Coastline Equipment Co, E Phillips & Pine - \$10,510.75

### Training last 30 days

- None

### Accomplishments since last report

1. Update to MITEL Phone System setup was completed

### Plan for next 30 days

1. Wastewater Treatment Plant Influent Screen BIDs were received, Notice of Award at 3/24/2020 city council
2. Phillips Project Pave BIDs were received, lowest qualified BID will be awarded at 3/24/2020 city council
3. Water System Flushing and Water Valve Exercising Program underway all of March, Ad was placed in paper 3/4/20 and on website
4. Philips Water Rehabilitation underway (Road Closure Notice is on website)
5. Rectangular Rapid Flashing Beacon crosswalk system for 4<sup>th</sup> Street and Johns Ave – Estimated arrival 4/6/20
6. Upgrade of Bray Valves at Wastewater treatment plant underway
7. Assessing Golf Course property asset
8. Wings and Wheels April 18<sup>th</sup> 2020 will use city hanger during event. (Event was approved by council 2/11/20)
9. Discussed pool property options with Gem County Rec District
10. Find tenant for city owned hanger
11. Installing fiber to Wastewater Treatment Plant
12. Radio reader for our 75 meters -Radios were purchased 11/21/2019 \$4,824.00 from Core & Main
13. Finalizing LHTAC - 14393 S. Johns Ave. 4<sup>th</sup> to 12<sup>th</sup> St final plan design & budget for construction.
14. Continue with 12" water transmission mainlines along with new 8" water mainline replacement with new 1" water service down S Johns Avenue from 1<sup>st</sup> Street going south.
15. Sewer manhole - grout and/or replacement for those leaking water
16. Repair bad water valves and water valve boxes
17. Water valve exercising for all water distribution valves.
18. Preparing underground irrigation systems for summer season.
19. Reviewing and building safety equipment for Wastewater Treatment Plant.

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

### **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. WWTP in on deck. **15% Some conduit complete**
- Migrate all servers to cloud over the next 5 years. **35% SysAdmin, Library, Public Works converted to SharePoint cloud storage. Clerks are on deck. Neptune 360 water software also in process of switching.**
- Complete Geographic Information System mapping of all city infrastructure assets (ongoing). **25% New waste water tracking map and waste water connections on deck. Have to manually make separations for maps in the field.**
- Install fiber to additional nodes and cameras on east side complex of the City Park. **Next spring/summer**

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

- None

#### **Training last 30 days**

- None

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

1. City shop rack, cabling, and network switch installation
2. Phone system changes and distribution lists for Public Works
3. Verizon cost audit, save \$3,100/year
4. Assist PD with Quickbooks on case
5. Testing of Unifi Cloud key CCTV video platform
6. Cemetery GIS updates
7. Implementation of Phish Alert button for suspicious emails
8. Turn-up of TekFinity internet connection
9. Met with Assessors office to setup Sharepoint collaboration site
10. City wide smart lock maintenance for set screws
11. Assist City of Notus Mayor with water tower antenna policies
12. Met with Advanced Cable Technologies for future fiber service lines
13. District Interoperability Governance Board meeting
14. HDMI cable replacement in council chambers
15. Attended Economic Development Seminar in Caldwell
16. 2 additional desktop computers rotated at PD
17. Meet with Cambridge Telephone Company on fiber
18. Initial construction walkthrough for SafeLink fiber to the water tower
19. Meeting with Sparklight on outside plant fiber

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

|                                            |                                                       |
|--------------------------------------------|-------------------------------------------------------|
| 20. Quotes to Syringa for dark fiber       | 21. Final installation/setup of GIS antenna with TURN |
| 22. Verizon Master License Agreement       | 23. Finish transport network setup                    |
| 24. Clerks Sharepoint preparation          | 25. Document all switch ports network (ongoing)       |
| 26. Preparation for Neptune 360 conversion | 27. Well 9 cable trays installation                   |
| 28. Start on Park fiber                    | 29. Server updates                                    |
| 30. Trimble firmware update                | 31. Fiber GIS plan update, adopt naming convention    |