

City of Emmett Council Meeting

August 25, 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: Councilor Denise Sorenson

Council Present via telephone: Council President Nebeker, Councilor Gary Resinkin, Councilor Tona Henderson, Councilor Thomas Butler, Councilor Michelle Welch

Counselor Present: Jake Sweeten

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

Public Present: Andrew Tudor - Emmett Student.

Public Present via telephone: Stephanie Bonney - Bond Attorney, Eric Heringer - Piper Sandler & Co, Pat Colwell - T-O Engineers

Amendments to the Agenda: Amend under Business A. need to change O2020-10 to O2020-11. Strike K. from the agenda
Councilor Sorenson made a MOTION TO APPROVE THE AGENDA AS AMENDED. Seconded by Councilor Henderson. 6 – AYES, 0 – NOES. Motion Carried.

Declaration of Conflicts of Interest: None

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

ELECTED OFFICIALS:

A. Mayor -

1. Proclamations –

National Library Card Month. Mayor Petrie presented a Proclamation to Alyce Kelley, Emmett Public Library Director and declared September 2020 as a Library Card sign up month in Emmett, ID.

Clean Up Emmett. Mayor Petrie presented a proclamation to Andrew Tudor a student of Emmett Middle School and declaring September 12, 2020 as Clean Up Emmett Day

B. City Council -

C. Announcements and Good of the Order –

CONSENT AGENDA:

A. Approval of Minutes – August 11, 2020 – Regular Council Meeting

B. Approval of Accounts Payable.

Councilor Henderson made a MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED. Seconded by Councilor Welch. AYES -6, NOES - 0. Motion Carried.

NON-CONSENT AGENDA

BUSINESS:

A. Stephanie Bonney, Bond Attorney and Eric Heringer, Piper Sandler & Co. requests approval of Refinance Bond Ordinance #O2020-11. **Council President Nebeker made a MOTION TO APPROVE ORDINANCE #O2020-11 AN ORDINANCE OF THE CITY OF EMMETT, GEM COUNTY, IDAHO, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A WATER AND SEWER REFUNDING REVENUE BOND IN THE AMOUNT OF \$2,295,745 AND A WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2020B (FEDERALLY TAXABLE), IN A PRINCIPAL AMOUNT NOT TO EXCEED \$8,940,000, FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 2012A, SERIES 2012 B, SERIES 2012C, AND SERIES 2013; PROVIDING FOR THE COLLECTION AND APPLICATION OF WATER AND SEWER REVENUES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; ESTABLISHING FUNDS; PROVIDING FOR THE BONDS; PROVIDING COVENANTS RELATING TO THE BONDS; APPROVING A FORM OF THE LOAN AGREEMENTS BETWEEN THE CITY AND THE IDAHO BOND BANK AUTHORITY FOR THE BONDS; PROVIDING FOR RELATED MATTERS; APPROVING A SUMMARY OF THIS ORINANCE FOR PUBLICATION; AND PROVIDING AND EFFECTIVE DATE AND DISPENSE WITH THE RULE THAT THE ORDINANCE BE READ IN FULL ON THREE SEPARATE OCCASIONS AND INSTEAD BE READ BY TITLE ONLY. Seconded by Councilor Butler COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - AYE, COUNCILOR BUTLER - AYE, COUNCILOR WELCH- AYE, COUNCILOR SORENSON - AYE. Motion Carried. Council President Nebeker made a MOTION TO ACCEPT THE FIRST AND ONLY READING OF THE ORDINANCE #O2020-11 WITH THE MAYOR TO SIGN AND DIRECT THAT IT BE PUBLISHED IN SUMMARY. Seconded by Councilor Henderson. Roll Call Vote – COUNCIL PRESIDENT NEBEKER – AYE, COUNCILOR HENDERSON – AYE, COUNCILOR RESINKIN – AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER – AYE, COUNCILOR SORENSON – AYE. Motion Carried.**

B. Brian Sullivan, Building/Zoning Administrator requests approval of Plat Application for Legacy Heights Subdivision **Councilor Henderson made a MOTION TO APPROVE PP#20-001 A PRELIMINARY PLAT APPLICATION FOR LEGACY HEIGHTS SUBDIVISION, ADOPTING SECTION 8 OF THE STAFF REPORT – SITE SPECIFIC CONDITIONS OF APPROVAL NUMBER 1-15. Seconded by Councilor Welch. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN -**

City of Emmett Council Meeting

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**AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER - AYE, COUNCILOR SORENSON - AYE.
Motion Carried**

C. Brian Sullivan, Building/Zoning Administrator approval of Vacation of Property Application # VAC #20-001. Councilor Henderson made a MOTION TO APPROVE VACATION APPLICATION 20-001, ADOPTING SECTION 6, SITE SPECIFIC CONDITIONS OF APPROVAL OF THE STAFF REPORT, AND DIRECT STAFF TO CREATE AN ORDINANCE TO BRING BACK TO COUNCIL FOR APPROVAL. Seconded by Councilor Welch. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER - AYE, COUNCILOR SORENSON - AYE. Motion Carried.

D. Clint Seamons, Public Works Director requests approval to Purchase of a Front Mount Mower. Councilor Henderson made a MOTION TO APPROVE IDAHO TRACTOR INC QUOTE FOR FRONT MOUNT MOWER IN THE AMOUNT OF \$17,145.76. Seconded by Councilor Resinkin. AYES - 6, NOES - 0. Motion Carried.

E. Clint Seamons, Public Works Director requests approval to Purchase of a Utility Task Vehicle. Council President Nebeker made a MOTION TO APPROVE IDAHO TRACTOR INC QUOTE FOR UTILITY VEHICLE IN THE AMOUNT OF \$21,446.15. Seconded by Councilor Butler. AYES - 6, NOES - 0. Motion Carried.

F. Clint Seamons, Public Works Director approval of Pay Application #32 to Keller Associates LHTAC Key #13493. Councilor Henderson made a MOTION TO APPROVE LHTAC KEY NO. 13493 S JOHNS AVE E 12TH TO E 4TH PAY APPLICATION NO 32 TO KELLER ASSOCIATES IN THE AMOUNT OF \$25,041.72 WITH MAYOR TO SIGN. Seconded by Councilor Welch. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER - AYE, COUNCILOR SORENSON - AYE. Motion Carried

G. Clint Seamons, Public Works Director requests approval of SUNROC Contract Proposal. Councilor Henderson made a MOTION TO APPROVE SUNROC CONTRACT PROPOSAL FOR EMMETT 1ST ST MILL AND FILL IN THE AMOUNT OF \$44,032.75. Seconded by Councilor Resinkin. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER - AYE, COUNCILOR SORENSON - AYE. Motion Carried

H. Mike Knittel, IT Systems Director requests approval of Conduit Purchase Agreement LXI-CLEC, LLC. Council President Nebeker made a MOTION TO APPROVE THE AGREEMENT FOR SALE OF CONDUIT BETWEEN THE CITY OF EMMETT AND LXI-CLEC, LLC AND DIRECT THE PROCEEDS FROM THE SALE TO THE FIBER OPTIC UTILITY FUND. Seconded by Councilor Henderson. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER - AYE, COUNCILOR SORENSON - AYE. Motion Carried

I. Mike Knittel, IT Systems Director requests approval of Broadband Grant Agreement. Council President Nebeker made a MOTION TO APPROVE THE BROADBAND GRANT AGREEMENT AND FOR THE MAYOR TO SIGN. Seconded by Councilor Resinkin. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER - AYE, COUNCILOR SORENSON - AYE. Motion Carried

J. Mike Knittel, IT Systems Director, requests approval of Broadband Grant Sole Source. Council President Nebeker made a MOTION TO APPROVE THE RESOLUTION R2020-08 EMERGENCY BROADBAND GRANT SOLE SOURCE AND FOR THE MAYOR TO SIGN. Seconded by Councilor Henderson. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER - AYE, COUNCILOR SORENSON - AYE. Motion Carried

DEPARTMENT/ ACTIVITY REPORTS

- A. Building Official/City Planner – Brian Sullivan, Building/Zoning Administrator – Gave report**
- B. Clerk – Lyleen Jerome, City Clerk– Gave report**
- C. Fire – Curt Christensen, Fire Chief– Gave report**
- D. Library – Alyce Kelley, Director– Gave report**
- E. Police - Steve Kunka, Police Chief– Gave report**
- F. Public Works – Clint Seamons, Public Works Director– Gave report**
- G. Systems Administrator – Mike Knittel, IT Systems Director– Gave report**
- H. Engineer**

**Councilor Henderson made a MOTION TO ADJOURN. Seconded by Councilor Sorenson. 6– AYES, 0 – NOES.
Motion Carried.**

Meeting Adjourned at 8:57pm

City of Emmett Council Meeting

August 25, 2020

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



CITY OF EMMETT
Zoning Commission
Recommendation to City Council

Application #: CA 20-001

Application: Emmett City Code 9-6-3, Height and Area Regulations Code Amendment

Applicant: Bonnie L. Layton

Date of Zoning Commission Public Hearing(s): August 3, 2020

Date of City Council Public Hearing: September 8, 2020

Summary of Public Testimony:

- In Favor: Applicant and 5 citizens
- Opposed: None
- Neutral: None

Recommendation: Approval of application CA #20-001. Unanimous vote.

Reason(s) and Findings for Recommendation:

Staff is in support of this code amendment, and finds this request to be in compliance with the adopted Comprehensive Plan as outlined in the submittal letter from Bonnie L. Layton.

See the attached memo and application for details.

Possible Motion:

I make a motion to approve application CA #20-001, a code amendment reducing the interior side setback in the R-1, single-family residential zone from seven (7) feet to five (5) feet and direct staff to create an ordinance to bring back to Council for approval.

OR

I make a motion to deny application CA#20-001, a code amendment reducing the interior side setback in the R-1, single-family residential zone from seven (7) feet to five (5) feet for the following reason:

Memo

To: Zoning Commission
From: Brian Sullivan, Planning Director
CC: Bonnie L. Layton Applicant
210 Main LLC
Date: 7/28/2020
Re: Zoning Ordinance Text Amendment – August 3, 2020, 6:00pm Meeting

Attention Commissioners,

On behalf of David Little, Bonnie L. Layton with WH Pacific has submitted a Zoning Ordinance Text Amendment to Title 9, Chapter 6, Section 3, "Height and Area Regulations". The proposed text amendment request is to reduce the interior side yard setback from seven (7) feet to five (5) feet in the R-1, single-family residential zone.

Staff finds this request to be in compliance with the adopted Comprehensive Plan as outlined in the submittal letter from Bonnie L. Layton. In subdivisions, reducing the setback will allow smaller lots to accommodate a three-car garage if desired, or create a pad to store recreational vehicles, and still have a house with curb appeal. In the older sections of town, many residential structures already encroach into the current setbacks. The current adopted building code, the 2012 International Residential Code, allows exterior walls to be non-rated if the wall is five (5) feet or greater from the property line.

Staff is in support of the proposal to reduce the setback in the R-1 single-family residential zone from seven (7) feet to five (5) feet thru-out the City.

Letters of support were received from the following:

- David Little-210 Main LLC
- Steve Williams- Palomino Homes
- Brett and Doris Irish- Irish Quality Builders
- Matt Heath- Evans Realty
- Josh Bork- Paller and Associates Realtors

Hearing Procedure:

- The Commission, prior to recommending a zoning ordinance text amendment to the Council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard.

June 22, 2020

Mr. Brian Sullivan
City of Emmett
601 E. 3rd Street
Emmett, Idaho 83617

sent via email

Re: City of Emmett Zoning Ordinance Amendment

Dear Mr. Sullivan:

On behalf of my client David Little, please accept this application for a Zoning Ordinance Amendment request. Our request seeks to reduce the interior side yard setback from seven (7) feet to five (5) feet.

The requested reduction would allow for a larger variety of home styles and will still meet the minimum building separation standards for single family detached structures per the building and fire code. This reduced setback allows for homes to have more usable interior space for the residents and lower water and maintenance costs of these side yards.

This requested setback is also consistent throughout many communities in our region and will serve to encourage and allow builders to create functional housing types suited for a variety of homebuyers.

We believe this request also complies with the adopted Comprehensive Plan and is consistent with the following:

Chapter 3 – Housing

Purpose:

Encourage a variety of housing to fit the individual needs of all residents.

1.0 General Housing Goal Statement:

The Gem Community recognizes that housing is one of the most basic and important human needs. All citizens must be provided with the opportunity for adequate housing.

Housing policies focus on these areas:

- Encourage development within the Emmett Area of City Impact

- and Rural Residential areas in the County.
- Encourage workforce housing (affordable to households earning from 80% to 140% of the Area Median Income) in the Gem Community
- Encourage diversified housing including single-family, multi-family and rental housing.

Policies for the Gem Community:

- 3.1.1 Encourage the provision of quality and diverse housing, as well as creative subdivision designs, of all price ranges for present and future residents.
- 3.1.2 Create and maintain a high quality of life through the provision of adequate open space and recreational opportunities.
- 3.1.3 Support the innovative mix of residential, commercial and light industrial land uses such as through the use of Planned Unit Developments.
- 3.1.4 The Community shall consider design ordinances that will allow for clustering to reduce lot sizes in exchange for open space, flood plain protection or buffering.
- 3.1.5 Support an open housing market free from discrimination on the basis of race, religion, sex, family status, mental or physical handicap.
- 3.1.6 Encourage the development of housing close to employment, transportation, schools, parks, downtown and city centers.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Bonnie L. Layton

Bonnie L. Layton
Senior Planner

Enclosures

CHAPTER 6

OFFICIAL HEIGHT AND AREA REGULATIONS

SECTION:

9-6-1: Residential Site Areas

9-6-2: Setbacks And Yards

9-6-3: Height And Area Regulations

9-6-1 : RESIDENTIAL SITE AREAS:

In the R-1, R-2 and R-4 district, not more than one structure per lot shall be hereafter erected or moved onto any site area as a dwelling. Each property shall be of sufficient size to meet the minimum setbacks and street frontage as established in section 9-6-3, "Height And Area Regulations", of this chapter. A cul-de-sac or a radius lot dwelling site with a site area of not less than seven thousand five hundred (7,500) square feet shall have a frontage of not less than forty feet (40'). (Ord. O2013-7, 12-10-2013)

9-6-2 : SETBACKS AND YARDS:

All building setbacks and minimum yard areas shall be as set forth in section 9-6-3, "Height And Area Regulations", of this chapter. (Ord. O2013-7, 12-10-2013)

City of Emmet**9-6-3: HEIGHT AND AREA REGULATIONS:**

OFFICIAL HEIGHT AND AREA REGULATIONS

Name	District	Maximum Height	Front	Rear	Interior Side	Street Side	Minimum Lot Area	Minimum Frontage
Agricultural	A	40 ft.	60 ft. ^b	8 ft.	8 ft.	60 ft. ^b	5 acres	60 ft.
Single-family	R-1	35 ft.	See note ^e	7 ft.	7 <u>5</u> ft.	See note ^e	6,000 sq. ft.	60 ft.
Duplex	R-2	40 ft.	See note ^e	5 ft.	5 ft.	See note ^e	8,000 sq. ft.	50 ft.
Apartments	R-3	45 ft.	15 ft.	10 ft.	10 ft.	15 ft.	8,000 plus 800 per unit over 2 units	50 ft.
Manufactured home park	R-4	35 ft.	See note ^a	See note ^a	See note ^a	See note ^a	See note ^a	See note ^a
Commercial	C	60 ft.	See note ^c	See note ^c	See note ^c	See note ^c	None	
Industrial	I	60 ft.	See note ^c	See note ^c	See note ^c	See note ^c	None	
Mixed development ^d	MD	See note ^d	See note ^d	See note ^d	See note ^d	See note ^d	See note ^d	See note ^d
Mixed urban residential	MUR	45 ft.	15 ft.	5 ft.	5 ft.	15 ft.	5,000 sq. ft.	40 ft.
Public	P	60 ft.	20 ft.	10 ft.	10 ft.	20 ft.	None	

Notes:

- a. All requirements must be approved by the zoning commission.
- b. From center of roadway.

c. Requirements are controlled by the international building and fire codes. Construction is determined by the approved drawings of a licensed engineer.

d. Height and area standards in the MD district shall be based upon the type of proposed use and shall use the equivalent standard listed in this chart (e.g., multi-family structures in the MD use the R-3 standards, retail uses in the MD use the C standards, etc.).

e.

Front setback* to garage	Local street	20 ft.
	Collector street	25 ft.
Front setback* to living area	Local street	15 ft.**
	Collector street	25 ft.**
Street side setback*	Local street	15 ft.
	Collector street	20 ft.

* Measured from back of sidewalk.

** The front setback to living area in the R-1 and R-2 zones may be reduced by the building official if the following conditions apply:

- (1) There is at least 1 existing dwelling unit adjacent to the applicable building lot that shares the same street frontage; and
- (2) The front setback of said dwelling unit is less than the required setback; and
- (3) The reduced setback will not pose any threat to public safety or health.

(Ord. O2016-15, 10-25-2016)

**210 MAIN, LLC
PO Box 488
EMMETT, ID, 83617**

July 23, 2020

Anna Marie Young
Planning Clerk
Emmett City Zoning Commission
City of Emmett
Emmett, ID 83617
ayoung@cityofemmett.org

Anna Marie Young and Emmett City Zoning Commission,

I am writing this letter in support of reducing the minimum side setbacks on single family residential (R-1) as listed in Title 9-6-3 from 7' to 5'.

Decreasing minimum side setbacks from 7' to 5' would have no real disadvantages. Side yards at 7' are already not much more than a path between the front and back yards and extra yard to mow, so decreasing the minimum required area by 2 feet on a side would make them no less usable. Making the minimum setbacks 5' would not preclude a homeowner and or builder from building their home with larger setbacks if they wish and would give them more options.

Changing the side setbacks would make Emmett's code consistent with the majority of Treasure Valley municipalities which have 5' side setbacks, including Star, Meridian, Kuna, Garden City, Nampa, and Boise. Emmett already currently has 5' setbacks for duplexes.

The 4' saved on the side yards could be used to fit a wider house on the same size lot. Incorporating the saved 4' into the house would be more useful for most families. It also would help keep the cost and affordability of lots down as a significant amount of lot costs and the resulting prices are driven by frontage feet for curb, sidewalk, and roads.

Decreasing the side setbacks and making the home wider would make the house more proportional to the garage, especially those with a three-car garage, and would create a more appealing look to the neighborhood. Additionally, more home layouts would be able to fit the master bedroom on one side of the house and the secondary bedrooms on the other side which a lot of families want.

From my own experience with my three little kids and family and conversations with homeowners, builders and realtors, the backyard or front yard is more useable outdoor space. The builders and community members I talked to when designing this project said they thought the added length of the lots was what people wanted and that the side yards were not usable space. In our development we tried to add space to the length of the lots where, from the community feedback, the space is more usable. For example, on the 60', 70', and 80' and 90' wide lots (and those in-between) we tried to make them a minimum of 110' deep so there is more usable space at the residence for front or backyards in addition to any other open space in the development.

Emmett's code allows a 6000-foot minimum on R-1 with a 60' minimum frontage. Our lots on our first two phases range in sizes from .13 acres to over 1/3 of an acre. Adding the extra 10' makes the 60' lots 6600 feet or 10% bigger, the extra 10% would also be in the wider lots and would be usable front or

backyard space. Allowing a 5' setback would allow the homeowner to decide how wide they wanted their side yards while with the way we are designing our lots having additional useable space in their front or backyards.

The City of Emmett currently has an open space requirement of .0277 acres for each lot (which works out to 1207 square feet per lot) which creates more useable outdoor space for homeowners in their communities versus any lost outdoor space in their side yards. The homeowners and builders could choose to keep the side yards bigger or use the extra space to have a better home layout.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "David Little", with a long horizontal flourish extending to the right.

David Little
Dalittle61@outlook.com
3111 Sand Hollow Road
Emmett, ID 83617
208-365-4611

Anna Marie Young
Planning Clerk
Emmett City Zoning Commission
City of Emmett
Emmett, ID 83617

ayoung@cityofemmett.org

Re: Reducing minimum side yard setbacks to 5' from 7'

Anna Marie Young and Emmett Zoning Commission,

I am writing this letter in support of reducing minimum side setbacks on single family residential (R-1) from 7' to 5'. A few of the reasons I support reducing the setbacks include:

- Side yards are generally not used
- 7' Side yards no more useable than 5' side yards
- Homeowners could still have wider side yards if they want
- Emmett's open space requirement of .0277 acres per lot adds another 1207 square feet of outside open space in the subdivision which is more usable than side yard
- Additional 4' width for the house is more useful than side yard
- Most people want the master bedroom on one side of the house and the secondary bedrooms on the other side which would more house layouts could be done if have the extra 4' of space.
- Homeowners tend to use the back yard or front yard but do not use the side yard
- Can build a wider house on lot without the homeowner having to purchase a bigger lot, helps keep homes more affordable
- More house frontage in relation to garage is aesthetically more pleasing
- Many cities in the Treasure Valley have 5' side setbacks – Star, Nampa, Garden City, Meridian, Kuna, Boise
- Emmett already allows 5' setbacks on duplexes

Yours truly,

Anna Marie Young

From: Steve Williams <steve@palominofinehomes.com>
Sent: Friday, July 24, 2020 8:07 PM
To: Anna Marie Young
Subject: Gem County set backs

Follow Up Flag: Follow up
Flag Status: Flagged

Anna Marie Young
Planning Clerk
Emmett City Zoning Commission
City of Emmett
Emmett, ID 83617

Hi Anna,

We've not yet met, but I was hoping to get a note in edgewise in support of changing Gem County's upcoming ruling on residential side setbacks to 5 feet.

I plan to start building soon in your beautiful valley and with 60 and 70 foot lots, meeting market home size demands in terms of home-to-yard ratios, 5-foot setbacks will be needed, especially considering most homes will have 3rd car or recreational bays.

Although I believe there are several bullet points as to why this would be a prudent change, the most overriding reason remains what folks today want on a 60 - 75 foot lot today. Additionally, being able to fit these homes/garages on the majority of the smaller lot developments will be essential to support strong property value trends.

Thanks for taking the time to read my letter. If I can be of any assistance, please don't hesitate to reach out.

Very Truly

Steve Williams
President



palomino
fine homes

208.284.2668
steve@PalominoFineHomes.com
PO Box 6935

Boise, ID 83707



July 24, 2020

Emmett City Zoning Commission
Anna Marie Young
Planning Clerk
City of Emmett
Emmett, ID 83617

Emmett Zoning Commission and Anna Marie Young,

I'm writing in support of reducing the current side setback to a 5 ft minimum.

As a realtor and general contractor in Emmett, Gem County, Ada County, Boise County and Valley County I've seen many variations of setbacks. The majority of setbacks are currently 5' and are quickly becoming a zero lot line requirement. Reduced set back will allow homeowners more flexibility on square footage, yard space and a more affordable home/land package.

I'm contacted several times a week by people searching for a nice lot with less maintenance. Some are retired and others are working from home. The reduced setback will help fulfil these requests.

Thank you for your time and consideration,

Doris Irish
1st Place Realty / Shamrock Realty

4955 W. South Slope Rd
Emmett, ID 83617
208-941-8690



<http://irishqualitybuilders.com/>

4955 W. South Slope
EMMETT, ID, 83617

July 25, 2020

Emmett City Zoning Commission
Anna Marie Young
Planning Clerk
City of Emmett
Emmett, ID 83617
ayoung@cityofemmett.org

Emmett Zoning Commission and Anna Marie Young,

This letter is in support of reducing the minimum side setbacks on single family residential from 7' to 5'.

We have built many homes in Idaho and Gem County and we do not see a downside to decreasing minimum side setbacks from 7' to 5'. Many other Treasure Valley municipalities already permit 5' setbacks. Side yards at 7' or 5' are not useable space for the property owner. Changing the setbacks to 5' would still permit homeowners and builders making their side yards bigger if they chose to.

With the extra space of the reduced setback we could build a more desirable home on the same size lot. It would help keep the cost down for the homeowner while still allowing them to have a wider design with less of a garage dominated elevation which would make the neighborhood more attractive.

If homeowners want more space it is typically in the backyard versus what you would get with the extra minimum side yard.

We are open to building in the City of Emmett and think the side yard setback change would make it more desirable to get home designs that our current and future customers want and provide a better product for the homeowner and for the community.

Thank you,

Brett and Doris Irish
irishqualitybuilders@msn.com
4955 W South Slope
Emmett, ID 83617

Anna Marie Young

From: Matt Heath <matt@evansrealtyllc.com>
Sent: Monday, July 27, 2020 12:55 PM
To: Anna Marie Young
Subject: Setback change

Follow Up Flag: Follow up
Flag Status: Flagged

>
> To whom it may concern,
> I am in support of changing the setbacks on side yards for residential housing to 5' minimum. If the lots sizes are kept the same I feel making a back yard larger is more important than a larger side yard. 7' side yard feels like a waste of real estate. Most of our neighboring community's have 5' set backs and I feel we should be keeping up with other communities. With decreasing the width of the side yard you can increase the size of the home and also make wider garages to fit RVs that may normally have to be parked in the driveway.
> These are just a few of my reasons why I am in support of changing the setbacks. In my professional opinion I feel like this is a good change for Emmett.
> Thank you
> Matt Heath
> Evans Realty
> 208-365-7573
>
>
>

Anna Marie Young

From: Josh Bork <joshbork89@icloud.com>
Sent: Monday, July 27, 2020 3:30 PM
To: Anna Marie Young
Subject: Changing Residential Setbacks

Follow Up Flag: Follow up
Flag Status: Flagged

My name is Josh Bork with Paller and Associates Realtors in Emmett.

I'm writing this email in support of reducing the residential setbacks from 7' to 5'. Bringing the setbacks in to 5 feet would not make that much of a difference as there isn't much you can do with a side yard anyways. On those lots it would make sense to let that extra 4 feet to go towards the home they are building. Again you rarely see a side yard being used for much. A lot of cities in the treasure valley already use the 5' set back rule anyways. Makes sense that we match up with what they're doing as we are starting to grow at a faster pace.

Thank you for listening and I hope this letter/email finds you well.

Sent from my iPhone

July 29, 2020

Anna Marie Young
Planning Clerk
Emmett City Zoning Commission
City of Emmett
Emmett, ID 83617

Dear Anna,

I'm writing with support for reducing the minimum side setbacks on single family residential (R-1) as listed in Title 9-6-3 from 7 feet to 5 feet.

The reasons that I support this are:

- They could have a larger/wider home without having to purchase a larger lot, giving the homeowner more value for their dollar.
- This would allow the floor plans to more flexibility with the design process.
- Most side yards are generally not used, however if the homeowner wanted they could still have a 7' side setback.
- An additional 4' width on the house is more useful to the homeowner than 4' more of weeds or gravel.
- Homeowners use their front and back yards but not really their side yards.
- This will allow more frontage on the elevation of the house so the front view is not all garage. Nicer looking subdivisions have more home than garage showing. Emmett deserves nicer looking subdivisions.
- Homeowners should have the option to choose the setback on their side yards. Side yards are generally not used and a 7' side yard is no more usable than a 5' side yard.

Regards,
Di Cluff
208-860-9951



CITY OF EMMETT
Zoning Commission
Recommendation to City Council

Application: Annexation with zoning classification

Applicant: Frederika Wilhelmy

Date of Zoning Commission Public Hearing(s): August 3, 2020

Date of City Council Public Hearing: September 8, 2020

Summary of Public Testimony:

- In Favor: Applicant
- Opposed: None
- Neutral: None

Recommendation: Approval of the annexation of 5.705 acres with land being zoned R-1, single-family residential per the findings in the application. Unanimous vote.

Reason(s) and Findings for Recommendation:

The Commission finds the proposed annexation conforms with the basic intent of the Comprehensive Plan and Future Land Use Map.

See the attached application/staff report for details.

Possible Motion:

I make a motion to approve the annexation with zoning classification of parcel number RP06N01W170188 for Frederika Wilhelmy and designate the zoning classification of R-1, single-family residential, adopt the findings and staff analysis from the staff report, and direct staff to create an ordinance to bring back to Council for approval.

OR

I make a motion to deny the application by Frederika Wilhelmy for annexation with zoning classification for the following reason:



**CITY OF EMMETT
PLANNING & ZONING DEPARTMENT**

**APPLICATION FOR
ANNEXATION**

DESCRIPTION: ANNEXATION W/ R-1 ZONING CLASSIFICATION, 5.705 ACRES

APPLICATION NUMBER: ANN#20-003

ZONING COMMISSION HEARING DATE: AUG 3, 2020 @ 6:00

APPLICANT: FREDERIKA WILHELMY
1877 E. 12TH ST.
EMMETT, ID 83617

PROPERTY OWNER: SAME

SUBJECT PROPERTY LOCATION: 1877 E. 12TH ST. EMMETT, ID 83617, TOWNSHIP 06 N,
RANGE 01 W, SECTION 17, GEM COUNTY, IDAHO.

PARCEL#: RP06N01W170188

STAFF PLANNER: BRIAN SULLIVAN

1. APPLICATION SUMMARY:

The applicant, Frederika Wilhelmy, is requesting annexation with zoning classification for her property located at 1877 E. 12th St. The existing county zoning classification is A-2, Rural Transitional Agriculture, and the requested city zoning classification is R-1, Single-Family. This area is eligible to request annexation as it is within the Area of City Impact and contiguous to the existing city limits. The area to be annexed is approximately 5.705+- acres and has frontage on E. 12th St.

The reason for annexation is so that later the applicant can apply for a one-time lot split, continue to live in her house, and sell off the remaining parcel (as it too much for her to take care of).

ECC 9-15-10, Annexation Procedures, outlines the complete application and review process for annexation requests. Section E.13 allows the Administrator to require certain types of studies, depending upon the size and location of the proposed annexation. Staff's determination is that the review of the annexation application can proceed without these studies.

2. APPLICATION PROCESS FACTS:

A. Application Submittal:

The complete application for this item was filed by Frederika Wilhelmy on June 15th 2020.

B. Notice of Public Hearing:

- July 15th 2020, Notice of the Public Hearing for this application for the Emmett Zoning Commission was published in accordance with requirements of Title 67, Chapter 6509, Idaho Code in the Messenger Index.
- July 15th 2020, Notice of the Public Hearing for this application was sent to all property owner’s within 300ft of the subject parcel.
- July 15th 2020, Notice of the application was sent to the following Impacted Agencies requesting their comments/concerns. Those with an X replied. See letters attached to this report.

Notice Sent	Responses Received
Century Link	
City Chief of Police	X “no comment”
Dig Line	
Emmett Irrigation	
Emmett Post Office	
City Fire Chief	
Gem County Assessor’s Office	X “location/legal description verified, no other comments”
Gem County EMS	
Gem County Mapper	
Gem County Road and Bridge	X “no comment”
Gem County School District	X “no objections”
Gem County Treasurer	X “2019 taxes paid to date”
Idaho Power Co.	X “no comment”
Intermountain Gas Co.	
Keller Engineering	
Last Chance Ditch Co.	
City Public Works Dept	

D. Relevant Ordinances and Required Actions:

The subject application will in fact constitute an Annexation application as determined by Emmett City Code (ECC) 9-15-10A - D. By reason of the provisions of the ECC Title 9, Chapter 15, a public hearing is required before the Zoning Commission (“Commission”) and the City Council (“Council”) on this matter. The Commission must make a recommendation to the Council and make findings of fact and conclusions of law relating to compliance with the Comprehensive Plan, per ECC 9-15-10H.

3. APPLICATION & PROPERTY FACTS:

A. Site Address/Location:

The area to be annexed contains approximately 5.705 acres and fronts E 12th St. The entire east and north side of the property is contiguous to city limits and, due to the way the lot is shaped, part of the west side is also contiguous to the city limits.

4. LAND USE

- A. Existing Land Use(s): Wilhelmy’s house is located in the small northern portion of the lot.
- B. Description of Character of Surrounding Area: The land to the north is comprised of the Gem Park Estates Subdivision and Carberry Elementary School. To the east is Johnnie Edmunson’s residential lot (on near-5 acres), and to the south is Johnnie Edmunson’s commercial lot, that is currently used for a storage unit facility (on 15+ acres).
- C. Adjacent Comprehensive Plan, Zoning and Land Use:

	COMP PLAN DESIGNATION	ZONING DESIGNATION	LAND USE
North of site	Area of City Impact	R-1 Single Family Residential; A-2 Rural Transitional Ag. – County; and Public Use	Gem Park Estates Subdivision, Carberry Elementary School
South of site	Area of City Impact	A-2 Mixed Use- County	Storage Unit Facility
East of site	Area of City Impact	R-1 Single Family Residential	Single-Family residence on a near-5 acre lot.
West of site	Area of City Impact	R-1 Single-Family Residential	Sun Beam Acres Subdivision.

D. Existing Site Characteristics: Mostly vacant land with house.

E. Streets and/or Access Information: Parcel has access to E. 12th St.

5. COMPREHENSIVE PLAN POLICIES & GOALS [Staff comments and analysis are shown in *italics.*]

The following policies in the Gem Community Joint Comprehensive Plan support approval of this application. The Commission and Council need to consider these and any other policies you deem appropriate in reviewing and deciding on the application:

CHAPTER 3 – HOUSING

- GC 3 Future Conditions: – Continuous planning must occur to reflect the changing economic conditions and/or policies locally and statewide. The Gem Community must recognize and anticipate that future national and state energy policies will impact housing standards.
In planning for residential growth, various densities and housing types should be allowed. Examples of housing types include multi-family, duplex, townhouses, zero-lot-line development, and single-family detached.
- GC 3 General Housing Goal Statement: – The Gem Community recognizes that housing is one of the most basic and important human needs. All citizens must be provided with the opportunity for adequate housing. Housing policies focus on these areas:
 - A. Encourage development within the Emmett Area of City Impact and Rural Residential areas in the County.
 - B. Encourage workforce housing (affordable to households earning from 80% to 140% of the Area Median Income) in the Gem Community.
 - C. Encourage diversified housing including single-family, multi-family and rental housing.

These sections of the comp plan support additional single-family housing as planning for residential growth.

CHAPTER 9 - PUBLIC SERVICES AND UTILITIES

- GC9.1.2: Policies for City of Emmett-Encourage annexations within the Impact Area for hook-up to municipal services.
- GC9.2.3 – Revise the zoning and subdivision ordinances and adopt, as necessary, specialized planning

tools or development review guidelines, based on the Comprehensive Plan.

This application is essentially a Zoning Amendment application which updates the official zoning map of the City of Emmett and, in that sense, is a revision to the ordinance to keep-up with development changes. The proposed zoning is found to be in accordance with the Comprehensive Plan, which designates adjacent, developable areas for residential uses.

CHAPTER 12 – LAND USE

- Area of City Impact – These land areas are generally adjacent to arterials and are anticipated for a variety of residential densities. Residential areas in close proximity of city limits, activity centers and public transportation routes should range in density from 3-25 units per acre.
This statement supports additional single-family housing.
- 12c.2 – Residential areas may be serviced by municipal sewer or water within the City Impact area. When the property becomes contiguous with the City of Emmett, annexation will be evaluated.
The northern border of the parcel fronts E 12th St. Municipal water and sewer can be accessed from E 12th St.
- 12.8 – Protect citizen investments in existing public facilities by managing growth through community planning, reviews and development agreements and fees.

Staff feels that a development agreement is not needed in the case of residential zoning. The residential zoning classification blends in with the surrounding land use.

6. REQUIRED COMMISSION FINDINGS & STAFF ANALYSIS

Emmett City Code 9-15-10. H., Commission Review, requires the Commission to make the following findings for any annexation application before recommending approval to the Council: (staff analysis in italics)

- A. Determine whether the proposed annexation will be harmonious and in accordance with the specific goals and policies of applicable components of the Gem Community Comprehensive Plan.

The analysis of the Gem Community Comprehensive Plan is provided in Section 5 above. Staff finds the property included in this annexation request lies within the “Area of City Impact” designation of the Future Land Use Map in the Joint Comprehensive Plan. Chapter 12 of the Gem Community Comprehensive Plan describes the intent and development goals of this area. Land in this area is slated to be annexed and zoned when it becomes contiguous with the city limits and when urban services are available.

- B. Recommend that the property sought to be annexed should be zoned as one or more zoning districts (as more fully described in the Emmett Zoning Ordinance).

Staff recommends the Commission support the proposed zoning classification of R-1, Single-Family Residential for the 5.705 acres and recommends approval of the annexation to City Council.

**Gem County
Road & Bridge Dept.
402 North Hayes Ave.
Emmett, ID 83617-2646**



**Neal Capps, Director
Phone: 208-365-3305
Fax: 208-365-2530
Email: gcrb@co.gem.id.us**

July 16, 2020

Brian Sullivan
601 E. 3rd St.
Emmett, ID 83617

RE: Proposed Annexation with Rezone

Brian,

Gem County Road & Bridge Department (GCRB) has reviewed the Annexation with Rezone Application for Frederika Wilhelmy, located at 1877 E. 12th Street. GCRB has no comments in regards to this application.

If you have any questions please contact our office at 208-365-3305.

Sincerely,

A handwritten signature in black ink, appearing to read "Neal Capps", is written over a horizontal line.

Neal Capps, Director
Gem County Road & Bridge

Anna Marie Young

From: King, Shelley <SKing@idahopower.com>
Sent: Thursday, July 16, 2020 9:22 AM
To: Anna Marie Young
Cc: Combie, Brian; Uhrig, Jake
Subject: RE: For Your Review, Annexation App ANN 20-003

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Anna,
Idaho Power has no comments concerning the annexation and split in reference to the above property.

Thank you,

Shelley King
Regional Designer Leader
1550 S Main St. | Payette, ID | 83661
Work 208-642-6278
sking@idahopower.com

From: Uhrig, Jake <JUhrig@idahopower.com>
Sent: Wednesday, July 15, 2020 3:23 PM
To: King, Shelley <SKing@idahopower.com>
Cc: Combie, Brian <BCombie@idahopower.com>
Subject: FW: For Your Review, Annexation App ANN 20-003

Shelley,
Sounds like another lot split in Emmett. Can you comment back to City of Emmett please?

Jake Uhrig
DISTRIBUTION DESIGNER
1550 S. Main Street
Payette, ID 83661
Idaho Power | Payette Operations Center
(208) 642-6241
juhrig@idahopower.com

From: Anna Marie Young <ayoung@cityofemmett.org>
Sent: Wednesday, July 15, 2020 3:18 PM
To: care.inquiry@centurylink.com; Steve Kunka <skunka@emmettpolice.com>; diglineidaho@digline.com; emmettirrigationoffice@gmail.com; emmettirrigationoffice@gmail.com; Curt Christensen <cchristensen@cityofemmett.org>; Mike Giery <mgiery@cityofemmett.org>; assessor@co.gem.id.us; lboston@co.gem.id.us; swiley@co.gem.id.us; ncapps@co.gem.id.us; gcrb@co.gem.id.us; Craig Woods <cwoods@isd221.net>; treasurer@co.gem.id.us; Megan Keene <mkeene@co.gem.id.us>; Uhrig, Jake <JUhrig@idahopower.com>; IGCOwyheeDistrictOperationsAide@intgas.com; Jessica.mansell@intgas.com;

monica.taylor@intgas.com; jwalker@kellerassociates.com; rmorgan@Kellerassociates.com;
csturlin@Kellerassociates.com; lastchanceditch@gmail.com; Clint Seamons <cseamons@cityofemmett.org>; Public
Works Distro List <publicworks@cityofemmett.org>
Cc: Brian Sullivan <bsullivan@cityofemmett.org>; Jake Sweeten <jsweeten@capitolawgroup.com>
Subject: [EXTERNAL]For Your Review, Annexation App ANN 20-003

KEEP IDAHO POWER SECURE! External emails may request information or contain malicious links or attachments. Verify the sender before proceeding, and check for additional warning messages below.

Good Afternoon,

Attached is Annexation Application ANN 20-003, made by Frederika Wilhelmy, to annex her 5 acres located at 1877 E. 12th Street. The reason for annexation is so that later she can apply for a one-time lot split, continue to live in her house, and sell off the remaining parcel, as it too much for her to take care of.

We are asking for comments by Monday July 27th. If you don't have any comments you can just reply to this email stating so, for the record.

Thank you so much!

Anna Marie Young
City of Emmett, Planning Clerk
ayoung@cityofemmett.org

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Anna Marie Young

From: Steve Kunka
Sent: Thursday, July 16, 2020 6:08 PM
To: Anna Marie Young
Subject: RE: For Your Review, Annexation App ANN 20-003

Follow Up Flag: Follow up
Flag Status: Flagged

Anna Marie,

I do not have any comments on the Annexation Application ANN 20-003.

Chief Steve O. Kunka

From: Anna Marie Young <ayoung@cityofemmett.org>
Sent: Wednesday, July 15, 2020 3:18 PM
To: care.inquiry@centurylink.com; Steve Kunka <skunka@emmettpolice.com>; diglineidaho@digline.com; emmettirrigationoffice@gmail.com; emmettirrigationoffice@gmail.com; Curt Christensen <cchristensen@cityofemmett.org>; Mike Giery <mgiery@cityofemmett.org>; assessor@co.gem.id.us; lboston@co.gem.id.us; swiley@co.gem.id.us; ncapps@co.gem.id.us; gcrb@co.gem.id.us; Craig Woods <cwoods@isd221.net>; treasurer@co.gem.id.us; Megan Keene <mkeene@co.gem.id.us>; juhrig@idahopower.com; IGCOwyheeDistrictOperationsAide@intgas.com; Jessica.mansell@intgas.com; monica.taylor@intgas.com; jwalker@kellerassociates.com; rmorgan@Kellerassociates.com; csturlin@Kellerassociates.com; lastchanceditch@gmail.com; Clint Seamons <cseamons@cityofemmett.org>; Public Works Distro List <publicworks@cityofemmett.org>
Cc: Brian Sullivan <bsullivan@cityofemmett.org>; Jake Sweeten <jsweeten@capitollawgroup.com>
Subject: For Your Review, Annexation App ANN 20-003

Good Afternoon,

Attached is Annexation Application ANN 20-003, made by Frederika Wilhelmy, to annex her 5 acres located at 1877 E. 12th Street. The reason for annexation is so that later she can apply for a one-time lot split, continue to live in her house, and sell off the remaining parcel, as it too much for her to take care of.

We are asking for comments by Monday July 27th. If you don't have any comments you can just reply to this email stating so, for the record.

Thank you so much!

Anna Marie Young
City of Emmett, Planning Clerk
ayoung@cityofemmett.org



Gem County Assessor

Hollie Ann Strang

415 E Main Street, Room 201 ~ Emmett, Idaho 83617

Phone: (208) 365-2982 ~ Fax: (208) 365-2163 ~ Email: assessor@co.gem.id.us

Assessor's Office Review for
Subdivision/Administrative Split/
Administrative Combo/Property Boundary Adjustment

~~Application App # 20-003~~

Date: 7/24/2020 Date received from DS: 15 Jul 2020 Review: Przem

Current parcel numbers: Wilhelmy - RPO101W170188

The Gem County Assessor's office has reviewed the submitted documents. Our findings are summarized below.

	Compliant	Non-compliant	Not Reviewed	Initials
Conveyances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SW
Closures	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SW
Fit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SW

Comments: Fit, Closures or Conveyances not reviewed

Location verified - legal description verified

No Comment at this time

Shirley 7/24/2020
Mapper Signature Date

Assessor Signature Date

Anna Marie Young

From: Hollie Ann Strang <hstrang@co.gem.id.us>
Sent: Monday, July 20, 2020 11:35 AM
To: Anna Marie Young
Subject: RE: For Your Review, Annexation App ANN 20-003

No comments at this time.

Hollie Ann Strang

From: Anna Marie Young [mailto:ayoung@cityofemmett.org]
Sent: Wednesday, July 15, 2020 3:18 PM
To: care.inquiry@centurylink.com; Steve Kunka <skunka@emmettpolice.com>; diglineidaho@digline.com; emmettirrigationoffice@gmail.com; emmettirrigationoffice@gmail.com; Curt Christensen <cchristensen@cityofemmett.org>; Mike Giery <mgiery@cityofemmett.org>; Hollie Ann Strang <hstrang@co.gem.id.us>; Laurie Boston <lboston@co.gem.id.us>; Sharron Wiley <swiley@co.gem.id.us>; Neal Capps <ncapps@co.gem.id.us>; Road & Bridge Office <gcrb@co.gem.id.us>; Craig Woods <cwoods@isd221.net>; Megan Keene <mkeene@co.gem.id.us>; Megan Keene <mkeene@co.gem.id.us>; juhrig@idahopower.com; IGCOwyheeDistrictOperationsAide@intgas.com; Jessica.mansell@intgas.com; monica.taylor@intgas.com; jwalker@kellerassociates.com; rmorgan@kellerassociates.com; csturlin@kellerassociates.com; lastchanceditch@gmail.com; Clint Seamons <cseamons@cityofemmett.org>; Public Works Distro List <publicworks@cityofemmett.org>
Cc: Brian Sullivan <bsullivan@cityofemmett.org>; Jake Sweeten <jsweeten@capitolawgroup.com>
Subject: For Your Review, Annexation App ANN 20-003

Good Afternoon,

Attached is Annexation Application ANN 20-003, made by Frederika Wilhelmy, to annex her 5 acres located at 1877 E. 12th Street. The reason for annexation is so that later she can apply for a one-time lot split, continue to live in her house, and sell off the remaining parcel, as it too much for her to take care of.

We are asking for comments by Monday July 27th. If you don't have any comments you can just reply to this email stating so, for the record.

Thank you so much!

Anna Marie Young
City of Emmett, Planning Clerk
ayoung@cityofemmett.org

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GEM COUNTY

OFFICE OF
Megan Keene
TREASURER
TAX COLLECTOR
PUBLIC ADMINISTRATOR



415 E MAIN STREET
ROOM 200
EMMETT, IDAHO 83617
(208) 365-3272

July 17, 2020

City of Emmett
Zoning Commission
Attn: Brian Sullivan, Zoning Administrator
601 E. 3rd Street
Emmett, ID 83617

RE: Annexation with Rezone (Frederika Wilhelmy, Applicant)
Loc: 1877 E. 12th Street, Emmett, ID 83617
PIN: RP06N01W170188
FILE NO.: Ann 20-003

Dear Brian,

After reviewing the Annexation with Rezone Application for the above applicant, following are my comments concerning the subject parcel:

Parcel RP06N01W170188 has the 2019 taxes paid in full and will have 2020 taxes owing at a future date.

***Please note--Splits, Combos, PBAs, Platted Subdivisions, and Manufactured Homes Declared Real need to be correctly recorded by no later than May 1, 2020, in order to show up in the 2020 Assessment Roll and 2020 Tax Roll. Anything recorded after that date will be valued and taxed based on how the property was as of January 1, 2020.*

If you have any questions please feel free to contact the Treasurer's office.

Sincerely,

Megan Keene
Gem County Treasurer

Anna Marie Young

From: Craig Woods <cwoods@isd221.net>
Sent: Friday, July 17, 2020 8:29 AM
To: Anna Marie Young
Subject: Re: For Your Review, Annexation App ANN 20-003

Follow Up Flag: Follow up
Flag Status: Flagged

Anna,

The Emmett School District does not have any objections to the annexation of this property into the city limits.

Craig Woods

On Wed, Jul 15, 2020 at 3:17 PM Anna Marie Young <ayoung@cityofemmett.org> wrote:

Good Afternoon,

Attached is Annexation Application ANN 20-003, made by Frederika Wilhelmy, to annex her 5 acres located at 1877 E. 12th Street. The reason for annexation is so that later she can apply for a one-time lot split, continue to live in her house, and sell off the remaining parcel, as it too much for her to take care of.

We are asking for comments by Monday July 27th. If you don't have any comments you can just reply to this email stating so, for the record.

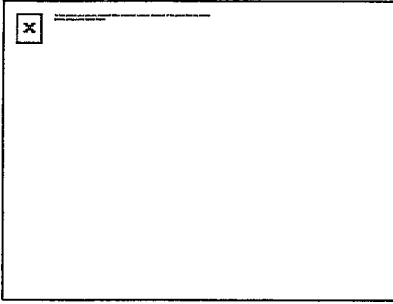
Thank you so much!

Anna Marie Young

City of Emmett, Planning Clerk

ayoung@cityofemmett.org

Craig Woods
Emmett Superintendent
400 S. Pine Street
Emmett, ID 83617



"Regardless of WHAT we do in our lives, our WHY--our driving purpose, cause or belief--never changes." *Simon Sinek*

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Annexation Application

Property Owner Consent:

By signature hereon, the property owner acknowledges that City officials and/or employees may, in the performance of their functions, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application, pursuant to Idaho Code §67-6507. The property owner is also hereby notified that members of the Zoning Commission and City Council are required to generally disclose the content of any *ex parte* discussion (outside the hearing) with any person, including the property owner or representative, regarding this application.

Property Owner's Signature: Frederika Wilhelmy Date: 6/8/2020

Name of Registered Surveyor/Engineer: TRI County Surveying, Inc

Mailing Address: 510 S. Washington Ave., P.O. Bx 974, Emmett, Id.

Phone: (208) 365 - 7470 Fax: () - Cell: () -

Zoning: Current Zone (County) A-2 Proposed zone (City) R-1

Submittal Requirements:

- Fee up to 5 acres - \$475.00
More than 5 but less than 50 acres - \$700.00
More than fifty acres - \$1200.00
- A vicinity map showing the general area of the annexation-1/2 mile radius.
- A metes and bounds legal description. For zoning purposes, said legal shall describe to the centerline of any adjacent public streets plus 25 feet on the opposite side of centerline. If the public street is fee simple ownership by a public entity, the legal shall include all of the existing right-of-way.
- A digital copy of the legal description. (.pdf or word document)
- A parcel map, to scale, showing accurate boundaries of the parcel proposed for annexation.
- A schematic design of the entire project showing the proposed uses, density, streets, alleys, easements, and proposed size and location of open spaces and parks.
- One 11" x 17" copy of any larger plans and/or maps accompanying the application.
- Proof of ownership interest in the subject property.
- A phasing plan showing the proposed dates of construction and completion of phased construction for infrastructure, streets, alleys, utilities and all other development. In the case of a phased project, items C and D of Section 9-15-10-E of the attached Annexation Ordinance No. 02005-12 may be omitted for future phases; however provisions shall be made within an annexation agreement for submittal of plans and payment of fees for future phases.
- Unless the Administrator determines, in the Administrator's sole and absolute discretion, one or more of the

following studies are not warranted based on the size, scope and impact of a proposed annexation, the following studies shall be submitted:

- a) Traffic study showing impact on adjacent streets and streets that would serve the proposed project.
- b) Floodplain study (if applicable).
- c) Soils study (if applicable).
- d) Wetland study (if applicable).
- e) Wildlife study.
- f) Contour map depicting 15% and 25% slope lines measured at two foot (2') intervals.

- A fiscal impact analysis or an updated fiscal impact analysis in accordance with Section 9-15-10-I(B). The analysis may be submitted at the time of the application for annexation, or when the application is reviewed by the Emmett City Council ("Council") as set forth in Section 9-15-10-I.
- Narrative statement describing the following eight items:
 1. How the proposed project complies with specific goals and policies of the Gem Community Comprehensive Plan.
 2. How the proposed project is compatible with adjacent neighborhood(s).
 3. How applicable natural resources (e.g., water courses, springs, streams, wildlife and access to public lands) and natural hazards (e.g., floodplains and floodways) are incorporated into proposed project and/or mitigated.
 4. What contributions and/or dedications the applicant is willing to make as part of the proposed annexation.
 5. How the proposed annexation will protect Emmett's established or proposed wellhead protection zones.
 6. How the annexation will impact the existing municipal infrastructure and services (e.g., water, sewer, streets, library, police, fire and parks).
 7. Who will maintain the streets, alleys, parks and utilities (privately and publicly owned utilities) and how the maintenance of the streets, alleys, parks and utilities (privately owned utilities) will be funded.
 8. The proposed project, including the approximate a) number and size of proposed lots, b) length and location of the proposed water and sewer mains, c) length and location of proposed streets and alleys, and d) length and location of the proposed sidewalks.

Checklist

<u>SUBMITTALS</u>	<u>APPLICANT</u> (✓)	<u>STAFF</u> (✓)
FEE		
VICINITY MAP	✓	
LEGAL DESCRIPTION	✓	
DIGITAL COPY		
PARCEL MAP	✓	
SCHEMATIC DESIGN		
11 X 17 COPY		
PROOF OF OWNERSHIP	✓	
PHASING PLAN		
STUDIES		
FISCAL IMPACT ANALYSIS		

NARRATIVE STATEMENT		
PROPERTY OWNER LIST WITHIN 300'	N/A	

The Administrator reserves the right to not officially accept this application until total review is accomplished and all required information is submitted. The date of the public hearing will be established by the Administrator upon the acceptance of a completed application.

Additional fees for services rendered (including, but not limited to fees for City Attorney, City Engineer, and Staff) to be negotiated before application is certified as complete.

The applicant shall pay all publication costs associated with the annexation application.

Cost of additional noticing, recording fees, and other direct costs will also be assessed.

Applicant's Signature Frederick D. Wilhelmy Date: 6/8/20

****FOR OFFICE USE ONLY****

APPLICATION COMPLETION DATE: _____ COMMISSION HEARING DATE: _____

City of Emmett
Planning and Zoning
Attn: Brian Sullivan

Frederika Wilhelmy
1877 E. 12th. Street,
Emmett, Idaho 83617

601 E. 3rd. Street,
Emmett, Idaho 83617

6/8/2020

Re: Annexation and splitting of property on 1877 E. 12th. Street, Emmett, Idaho 83617

Hello Brian,

Several month ago I outlined my plan to you for my property on 1877 E. 12th Street. I told you that I wanted to split up my property into 2 parcels, I would keep the front part facing 12th Street (approximately 1/2 an acre) with my house on it. The back 5 acres then would be sold to Johnny Edmundson, who already owns the 4.9 acres on my east, facing 12th Street and we would do a lot adjustment and combine my 5 acres with his property.

You told me then that doing that would depend on 2 things:

- 1) annexing my property into the City (which I am willing to do).
- 2) qualifying for the one time administrative split.

At that time I submitted my late husbands deed to the property, which shows that he purchased this property in 1978 and it has not been split up since then.

So I should be able to qualify for a one time administrative split but understand that it is largely up to you to grant it.

I have left many messages per phone and in person but never heard anything back from you.

Please let me know as soon as possible if you are willing to grant the administrative split of the property. Until you decide my whole life is in limbo and on hold, because I can not move forward with any plan. I have a buyer now for the split off property, but if I have to wait much longer for your decision I might loose that buyer.

I am enclosing the Annexing application, but no check as yet, because applying for annexation is contingent on you granting that split.

I look forward to hearing from you either by phone or in person. We really need to talk and perhaps I can secure a time slot on your calender.

Thank you!

Sincerely,



Enclosures: Annexation Application

Deed of property (already submitted)

Survey Map (already submitted)

Proof of Ownership

Tri County Surveying, Inc.

INSTR. NO. 272935
PAGES 2 OF 3

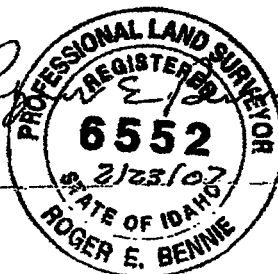
Job No. 07-013
February 23, 2007

Property Description

That portion of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 6 North, Range 1 West, Boise Meridian, Gem County, Idaho, described as follows:

Beginning at the northeast corner of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 6 North, Range 1 West, Boise Meridian;
Thence South $00^{\circ}27'44''$ West, 660.92 feet, along the east line of said West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, to the southeast corner thereof;
Thence North $89^{\circ}26'28''$ West, 655.96 feet, along the south line of said West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the south line of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Northeast $\frac{1}{4}$, to the southwest corner thereof;
Thence North $00^{\circ}28'49''$ East, 100.90 feet, along the west line of said East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, to a point on the easterly right-of-way of the Last Chance Ditch;
Thence North $43^{\circ}30'26''$ East, 411.17 feet, along said easterly right-of-way;
Thence South $89^{\circ}26'56''$ East, 270.53 feet, parallel to the north line of the Northeast $\frac{1}{4}$ of said Section 17;
Thence North $00^{\circ}26'09''$ East, 259.00 feet, parallel to the east line of said Section 17, to a point on the north line of said West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;
Thence South $89^{\circ}26'56''$ East, 104.86 feet, along said north line, to the point of Beginning.

Said tract of land containing therein a calculated area of 5.708 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby and is subject to rights-of-way or easements of record or in use.





Emmett Zoning Department
 601 E. 3rd St. Emmett, Idaho, 83617
Brian Sullivan:
 bsullivan@cityofemmett.org
Doricela Millan-Sotelo: dmillan-sotelo@cityofemmett.org
 Ph. (208)365-9569 F. (208)365-4651

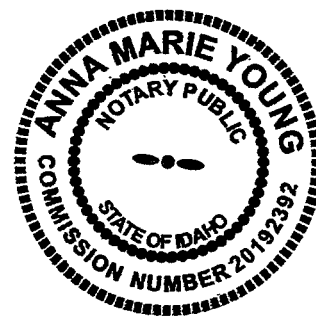
Affidavit of Legal Interest

I, Frederika Wilhelmy, residing at 1877 E. 12th St.
Emmett, Id. being first duly sworn upon oath, depose
 and say:

1. That I am the record owner of the property described on the attached, and I grant my permission to Frederika Wilhelmy to submit the accompanying application pertaining to that property.
2. I agree to indemnify, defend and hold Emmett City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property, which is the subject of the application.

Dated this 8th day of June, 20 20

Frederika Wilhelmy
 Signature



State of Idaho)

County of GEM) S.S.

On this 8th day of JUNE, in the year of 20 20, before me
Anna Marie Young a notary public, personally appeared _____,
 proved to me on the basis of satisfactory evidence to be the person whose name is
 subscribed to the within instrument, and acknowledged that he/she executed the same.

(Seal)

Anna Marie Young
 Notary Public

My Commission Expires on 11/15/2025

WARRANTY DEED

For Value Received

JIMMIE L. PENIX and GOLDIE E. PENIX, husband and wife,

the grantor s, do hereby grant, bargain, sell and convey unto

JOCHEN WILHELMY and DOROTHY WILHELMY, husband and wife, as joint tenants, with the grantee s, whose current address is ^{rights of survivorship,}

Box 705, Mammoth Lakes, California 93546
the following described premises, in Gem County Idaho, to-wit:

THAT PROPERTY DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

EXHIBIT A

That portion of the W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 17, Twp. 6 N., R. 1 W., B.M., Gem County, Idaho, which lies East of the right of way of Last Chance Ditch;

EXCEPTING THEREFROM the following described tract of land:

From the NW corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of the said Section 17, run East on the Section line 155 feet to the East line of the right of way of Last Chance Ditch, which is the point of beginning of the land being described; thence East on the section line 68 feet; thence South parallel to the East line of the said section 259 feet; thence West parallel to the North line of the said section 269 feet to the East line of the said right of way of Last Chance Ditch; thence Northeasterly on the said East line to the said point of beginning.

Including all water and ditch rights appurtenant thereto or used in connection therewith. Also including all easements and rights of ways appurtenant to or used for the benefit of said described premises. Subject to easements, rights of ways, exceptions and reservations, if any.

Said property is being conveyed "as is," under existing boundary fences, if any, after reasonable inspection by the grantee, and grantor does not make any representations or warranties as to the qualifications or suitability of said land or improvements meeting any Federal, State or local laws, rules or regulations pertaining to zoning, building, subdividing, platting, surveys, planning and use, health, ecology, drainage, irrigation, water quality, sewage or disposal systems. Seller makes no warranties as to surveys, boundaries or any matter mentioned in this paragraph.

There are no warranties, express or implied, as to merchantability, in a general sense or for a particular purpose, except as herein contained in writing, if any.

G. Goldie E. Penix

STATE OF IDAHO, COUNTY OF Gem;

On this 24th day of October, 19 78
before me, a notary public in and for the said State, personally appeared

JIMMIE L. PENIX and GOLDIE E. PENIX, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Brian A. Coston
Notary Public
Residing at Emmett, Idaho
Comm. Expires 1980.

STATE OF IDAHO, COUNTY OF GEM

I hereby certify that this instrument was filed for record at the request of First American Title Co.

at 20 minutes past 2 o'clock P. M.,
this 20th day of December
1991, in my office, and duly recorded ~~to Book~~ as a Deed of ~~Deeds at Page~~ under Instr. #171032.

Thelma R. Kolodziej
Ex-Officio Recorder

By *Judy Pipson* Deputy.

Fees \$ 6.00
Mall to:

INSTRUMENT NO. 171032

WARRANTY DEED

For Value Received

JIMMIE L. PENIX and GOLDIE E. PENIX, husband and wife,

the grantor s, do hereby grant, bargain, sell and convey unto

JOCHEN WILHELMY and DOROTHY WILHELMY, husband and wife, as joint tenants, with the grantee s, whose current address is _____ rights of survivorship, Box 705, Mammoth Lakes, California 93546 the following described premises, in _____ Gem _____ County Idaho, to-wit:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee s, that they are the owner s in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: October 13, 1978

Jimmie L. Penix
Goldie E. Penix

STATE OF IDAHO, COUNTY OF Gem;
On this 24th day of October, 19 78 before me, a notary public in and for the said State, personally appeared

JIMMIE L. PENIX and GOLDIE E. PENIX, husband and wife,

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

Richard L. Cielak
Notary Public
Residing at Emmett, Idaho
Comm. Expires 1980

STATE OF IDAHO, COUNTY OF GEM
I hereby certify that this instrument was filed for record at the request of First American Title Co.

at 20 minutes past 2 o'clock P. M., this 20th day of December 1991, in my office, and duly recorded ~~to Book~~ as a Deed of Record ~~to~~ under Instr. #171032.

Thelma R. Kolodziej
Ex-Officio Recorder

By *Judy Sigmon* Deputy.

Fees \$ 6.00
Mail to:

20071

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Robert F. Decker (Seal)
Emeline Decker (Seal)
(Seal)
(Seal)

STATE OF IDAHO,
County of Gem

ss.

On this 30 day of April in the year 1958 before me,
the undersigned, a Notary Public

in and for said State personally appeared

Robert F. Decker and Emeline Decker, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

C. H. Hyatt

Notary Public for the State of Idaho,
Residing at Emmett, Idaho

98883

No. _____

WARRANTY DEED

Decker, Robert F. et ux
(Emeline)

-TO-

Penix, Jimmie L. et ux
(Goldie E.)

Dated _____, 19____

STATE OF IDAHO, }
County of Gem } ss.

I hereby certify that this instrument was
Jimmie L. Penix
filed for record at request of _____

at _____ 35 Minutes past _____

o'clock _____ 24th day

of _____, A.D., 19____ 69

as a

Deed under Instrument NO. _____

of _____ at page _____

W. H. ...
Ex-Officio Recorder.

By _____ Deputy.

Fees, \$ 2.00

Mall to *City of ...*

Attn: ...

Printed by Stanger Printers, Inc., Emmett, Idaho.

INDEXED

PUBLIC HEARING: SUP #20-001 201 E 12th St

Chair Earls: opened the Public Hearing for Special Use Permit #20-001.

Zoning Administrator: presented SUP #20-001 application and appended Staff Report. Recommended approval of application.

Chair Earls: asked Commissioners if they had any comments.

Applicant Mary Dinicola: 3427 Wills Road, explained that she is requesting the entire building be used as a single-family house, as the other half of the building that was being used as a daycare, is no longer in operation.

Commissioner Wiechmann: asked Zoning Administrator if the property would need to be rezoned every time it changes uses.

Zoning Administrator: clarified that we are not rezoning, and that a Special Use Permit, itself, will allow residential use in a commercial zone.

Chair Earls: asked Commissioners if they had any questions? There were none. Asked if there were any public comments. There were none.

Chair Earls: closed the Public Hearing for SUP #20-001.

DECISION OF PUBLIC HEARING: SUP #20-001

Commissioner Butler: motioned to approve SUP #20-001

Commissioner Wiechmann: seconded the Motion.

Motion Carried.

PUBLIC HEARING: CA #20-001 HEIGHT & AREA REGULATIONS

Chair Earls: opened the Public Hearing for Code Amendment Application CA #20-001.

Zoning Administrator: stated the Application is requesting to reduce interior side setbacks from 7ft to 5ft in R-1 Zones throughout the City. Explained that he wrote a Memo to the Commissioners instead of the usual Staff Report, and that the Applicant would be presenting the Application instead of himself. Went over his Memo, outlining the code amendment process and listed letters of support received. Recommend approval of Application.

Applicant Bonnie Layton, WH Pacific Senior Planner: Presented CA #20-001 Application and Powerpoint slides. Explained the benefits of reduced side-yard setbacks, and said that people want more housing design flexibility (living and/or garage/RV bay space) as opposed to a wider side yard.

Chari Earls: asked if there was any Public Comments.

David Little: 3111 Sand Hollow Rd, said he took a tour, and talked to custom home builders in town and realtors to see what is the product people are looking for. People want 3 car garages and RV bays. Longer lots provide for more usable space in the back yard. They can still keep the building 7ft back from the side property lines if they want but changing the code gives them a choice, if they want to build up to the 5ft setback they can.

John Evans: 1986 Lower Bluff Rd, stated support of Code Amendment

Mike Smith, Agile homes: [couldn't make out address], stated support of Code Amendment.

Craig Smith: 1740 Echo Ave, stated support of Code Amendment

Adam Little: 1137 E Harcourt Drive Boise stated support of Code Amendment

Chair Earls: asked Commissioners if they needed more information to make a decision or would like to continue the hearing to next scheduled meeting? Commissioners Wiechmann and Butler said they were ready to vote.

Chair Earls: closed the Public Hearing for CA#20-001.

DECISION OF PUBLIC HEARING: CA #20-001

Commissioner Wiechmann: said he didn't see any reason to vote against this, there is a lot of support no opposition.

Commissioner Wiechmann: motioned to recommend approval of Application CA#20-001 to City Council.

Commissioner Butler: seconded the motion.

Motion carried.

PUBLIC HEARING: ANN #20-003 1877 E 12th St.

Chair Earls: opened the Public Hearing for ANN #20-003.

Zoning Administrator: presented ANN #20-003 Application and appended Staff Report. Recommended approval of the Application to City Council.

Zoning Administrator: reminded the Commission that this application is just to bring the land into the City not to develop.

Applicant Frederika Wilhelmy: pointed out on the map where her house is located on the lot. She explained that the large property is just too much for her to take care of and that before selling she would like to be annex.

Chair Earls: asked the Commission if they had any questions. There were none.

Chair Earls: closed the hearing for ANN #20-003.

DECISION OF PUBLIC HEARING: ANN #20-001

Commissioner Wiechmann: motioned to recommend approval of ANN# 20-003 to City Council.

Commissioner Henry: seconded the Motion.

Motion Carried.

Unfinished Business: there was none.

Items from the Commission: there were none.

Items from the Building Official/ Zoning Administrator: there were none.

Next Regular Meeting – Sept 14th 2020

Commissioner Butler: motioned to adjourn.

Commissioner Henry: seconded the motion.

Motion Carried.

Meeting adjourned at 8:59 p.m.



ALLIED
BUSINESS SOLUTIONS

10394 W. Emerald St. P: 208.344.3833
Boise, Idaho 83704 F: 208.344.3520
www.allied.tech

Sales Agreement

SOLD TO			SHIP TO		
COMPANY CITY OF EMMETT			COMPANY		
ADDRESS 501 East Main Street			ADDRESS		
CITY Emmett	STATE ID	ZIP 83617	CITY	STATE	ZIP
CONTACT Lyleen Jerome		PHONE 208-365-6050	CONTACT		PHONE
EMAIL ljerome@cityofemmett.org			EMAIL		

FINANCE OPTIONS					
<input checked="" type="checkbox"/> LEASE			<input type="checkbox"/> CASH		
TERM: 63	MONTHLY PAYMENT: \$160.00	PURCHASE ORDER #:			

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1		Toshiba eStudio 3015ac		
		Fax Board		

SUPPLIES AND MAINTENANCE		CHARGES	
<input checked="" type="checkbox"/> INCLUDED IN LEASE	<input type="checkbox"/> MAINTENANCE AGREEMENT	SUBTOTAL	
<i>Please refer to your LEASE or MAINTENANCE AGREEMENT for volume and rates.</i>		DELIVERY	
SPECIAL INSTRUCTIONS OR CONDITIONS OF SALE:		NETWORK INSTALL	
Includes 3000 BW Copies with overages at .0095		SALES TAX	
Includes 300 Color Copies with overages at .055		TOTAL	
Sale contingent on approval from City Council		LESS DEPOSIT	
		BALANCE DUE	

Sales Representative

Order Date

The parties acknowledge and agree all terms and conditions stated on the reverse side of the Sales Agreement constitute an integral part of the Sales Agreement and are incorporated herein. By signing this Agreement, the Customer represents it fully understands all terms and conditions stated herein, and agreement constitutes the entire understanding between Allied Business Solutions and Customer. Above payment reflects 4% discount for cash payment.

ALLIED BUSINESS SOLUTIONS APPROVAL

ACCEPTED BY CUSTOMER

AUTHORIZED SIGNATURE REQUIRED

AUTHORIZED SIGNATURE REQUIRED

X Lyleen Jerome

PRINTED NAME

PRINTED NAME



TERMS AND CONDITIONS

This is not a sale on approval or trial basis and, unless otherwise stipulated, payment for goods and equipment shall be made upon delivery. Title to all goods and equipment shall remain with Seller until such time as the purchase price thereof shall have been paid in full. If Buyer neglects or refuses to pay the full purchase price when due, Seller may retake possession of said equipment and supplies. Buyer agrees to pay Seller's reasonable attorneys' fees in any collection, action, suit or appeal arising from Buyer's default thereunder. This agreement shall not be amended or modified unless set forth in writing and executed by both parties. Buyer signature indicates Buyer has read and agreed to these terms. THIS IS A BINDING ORDER, not subject to cancellation.

In the event that this sale is contingent upon approval of financing for Buyer, it is understood and agreed the Buyer will obtain their own financing not through Seller. Until such time as financing is approved, title shall remain with Seller. If financing has not been approved within thirty (30) days from the date of this agreement, all rights of the Buyer to the equipment shall cease, and the equipment shall be immediately returned to the Seller in good order and condition. If the Buyer fails to return the equipment, Seller may take the equipment into his possession, and for the purpose may enter the premises of the Buyer and remove the equipment, in which event Buyer waives any trespass or claim arising from such removal.

Seller shall not be liable to Buyer or any other person for any loss, damage, or expense of any kind or for direct or consequential damage relative to, arising from, or caused directly or indirectly, by equipment or any supplies or accessories or the use thereof, or deficiency, defect, or inadequacy thereof, or any delay in delivery or installation thereof. This agreement may not be assigned or transferred by customer without the prior written consent of Seller.

This agreement shall be governed or construed in the State of Idaho and exclusive venue of any action arising out of this agreement shall be in Ada County, Idaho.

EQUIPMENT WARRANTIES

Allied Business Solutions (ABS) warrants all new equipment in this order for 90 days from installation. Warranty covers labor and parts to correct defects in materials and workmanship at no charge to the customer. This warranty does not extend to the replacement of supply items or consumable parts in the equipment within the manufacturer's recommendations.

Any statements made by ABS salesperson(s) about these products do not constitute warranties and shall not be relied on by customer in deciding whether to purchase these goods or equipment.

ABS MAINTENANCE AND PERFORMANCE GUARANTEE

Performance Guarantee - If your equipment is covered by a continuous ABS maintenance agreement and is out of service for more than two (2) consecutive business days after notifying ABS or requires off-site service, a loaner copier or facsimile will be provided by ABS at no additional charge.

Equipment Training Guarantee - ABS will provide initial training plus any follow-up training needed by appointment at no additional charge.

Solution Sales & Software/Connectivity Guarantee - ABS will provide initial installation and training. After 30 days, all additional training will be provided and charged on an hourly basis.

Service Cost - ABS guarantees that the cost of your maintenance agreement will not increase more than 15% per year, as long as you continue to be the original owner of this equipment.

Service Response Guarantee - Our Service Representative will arrive at your door within the guaranteed four (4) hour average response time over a one (1) year period.

AGREEMENT



AGREEMENT NO.:

CUSTOMER ("you" or "your")

FULL LEGAL NAME: **City of Emmett**

ADDRESS: **501 East Main Street, Emmett, Idaho 83617**

CONTACT NAME: **Lyleen Jerome** PHONE #: **208-365-6050** FEDERAL TAX ID #:

EQUIPMENT AND PAYMENT TERMS

MAKE, MODEL NUMBER & INCLUDED ACCESSORIES	SERIAL NO.	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE PER MACHINE (IF NOT CONSOLIDATED)		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
Toshiba eStudio 3015ac		<input type="checkbox"/>			3000	300	.0095	.055
		<input type="checkbox"/>						
		<input type="checkbox"/>						
		<input type="checkbox"/>						
		<input type="checkbox"/>						
		<input type="checkbox"/>						
		<input type="checkbox"/>						
		<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE (IF CONSOLIDATED)								

MONTHLY BASE PAYMENT AMOUNT: **\$160.00** (PLUS TAX) TERM IN MONTHS: **63** METER FREQUENCY: **Quarterly**

SECURITY DEPOSIT: **\$0** ADVANCE PAYMENT: **\$0** (PLUS TAX) to be applied to first Payment due

ORIGINATION FEE: **\$75.00** SUPPLY FREIGHT FEE: **\$0** METER FEE: **\$0**

EQUIPMENT LOCATION: _____ SEE ATTACHED SCHEDULE

END OF LEASE OPTIONS

By checking a box and initialing below, you may choose one of the following options to apply at the end of the original term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Agreements with \$1.00 purchase option will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

- FMV: 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. _____ Customer's Initials
- \$1.00 Purchase: 1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3. _____ Customer's Initials

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED, READ, AND ACKNOWLEDGED THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) **X** **Lyleen Jerome, City Clerk**

CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

LESSOR ("we", "us", "our")

Allied Business Solutions, Inc.

LESSOR SIGNATURE PRINT NAME & TITLE DATE

10394 West Emerald St, Boise, ID 83704

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations, including all and any debts, liabilities, and obligations of every nature or form, now existing or hereafter arising or acquired, under the Agreement or any supplements hereto. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee, if applicable, to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned hereby binds any respective administrators, representatives, successors, and authorized assigns. **THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE, AND AUTHORIZE(S) OBTAINING CREDIT REPORTS.**

SIGNATURE: **X** INDIVIDUAL: _____ DATE: _____

SIGNATURE: **X** INDIVIDUAL: _____ DATE: _____

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X** NAME & TITLE: **Lyleen Jerome, City Clerk** DATE: _____

ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. Unless otherwise stated in an addendum hereto, this Agreement (if FMV option is chosen) will renew for successive three-month periods unless you send us written notice at least 30 days (before the end of any term) that you want to purchase or return the Equipment, and you timely return the Equipment (according to the conditions herein). Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.
- 2. RENT, TAXES AND FEES:** You will pay the Monthly Base Payment Amount (as adjusted) when due, plus any applicable sales, use and property taxes with respect to this Agreement and the Equipment. The Monthly Base Payment amount will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. Unless a \$1 Purchase Option is applicable, we own the Equipment (excluding any Software). You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from your acts or omissions inconsistent with this Agreement or our ownership of the Equipment. If a \$1 Purchase Option is applicable, you acknowledge that this Agreement shall be deemed to be a conditional sales contract, and that any ownership we have in the Equipment is hereby transferred to you "As Is" and "Where Is" upon receipt of final payment, and that you are responsible for reporting the Equipment as required to appropriate taxing authorities and for remitting any personal property tax related to the Equipment to such authorities. By the date the first Payment is due, you agree to pay us a origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, related to you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee up to 10% of the Fair Market Value of the Equipment on the date of this Agreement.
- 3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.
- 4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend us against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. No loss or damage shall relieve you of your payment obligations under this Agreement. All indemnities will survive the expiration or termination of this Agreement.
- 5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-507 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.
- 7. FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your original, facsimile, or handwritten computer-generated signature, and which bears our original signature, and such original shall constitute "Tangible Chattel Paper" under the UCC. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.
- 8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
- 9. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.
- 10. MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Facsimile maintenance is provided during normal business hours and includes inspection, adjustment, parts replacement and cleaning material required for the proper operation. Facsimile drums and toner cartridges must be purchased separately. Color toner and developers, not included in this Agreement, will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. An image is defined as an imaged one-sided sheet of 8.5" x 11" sheet of paper or smaller. When toner is part of this contract, we agree to provide toner(s) in sufficient quantities as it relates to your usage, and the manufacturers published yields which are based on 6% page coverage of toner to page ratio for black and white and 20% page coverage of toner to page ratio for full color. In the event overall toner use exceeds this, overages of toner expenses may be billed to you.
- 11. EXCESS CHARGES AND COST ADJUSTMENTS:** You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Monthly Base Payment Amount. You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. You agree that we may install an automatic meter reading agent on the Equipment. We may charge you a Meter Fee to cover our administrative costs of obtaining a meter reading if such agent is not installed. At the end of the first year of this Agreement and once each successive twelve-month period, the Monthly Base Payment Amount and the Excess Per Image Charges may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your usage and excess charges.
- 12. UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR COPY VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.**
- 13. TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. You agree to pay us an additional amount equal to 1/30th of the Monthly Base Payment Amount for each day between the date the Equipment is delivered and the Effective Date, which will be added to your first invoice.
- 14. MISCELLANEOUS:** You authorize us, our agent or our assignee to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, supplier or any manufacturer of the Equipment. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, we may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify your individual or commercial identity.

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT

Addendum to Agreement # _____, between _____, as Customer and _____, as Lessor. The words you and your refer to Customer. The words we, us and our refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Lessor

Signature

Title

Date

Customer
X

Signature

Title

Date

**IDAHO ADDENDUM
(STATE AND LOCAL GOVERNMENT)**

AGREEMENT #

Addendum to Agreement # _____, between _____, as Customer and _____, as Lessor. The words you and your refer to Customer. The words we, us and our refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

ADDITIONAL PAYMENT APPROPRIATION: To the extent that additional payments are required from you to us during the first fiscal year of this Agreement or a subsequent fiscal year of this Agreement in the event of: (a) a late payment charge for Payments, (b) an advance by us which you are required to repay, (c) an indemnity payment you owe to us, or (d) any other additional payment obligation you owed to us under this Agreement (collectively, "Additional Payments"), the Additional Payments shall be payable solely from available appropriated funds available for such fiscal year ("Available Funds"). To the extent Available Funds are not available for the applicable fiscal year for payment of the Additional Payments, then the Additional Payments shall be subject to appropriation for the following fiscal year (or the year following the final fiscal year of the term of this Agreement, if the Additional Payment was incurred in the final fiscal year of the term of this Agreement). Any failure by you to so appropriate the Additional Payments for the following fiscal year shall be a nonappropriation under the paragraph titled "NON-APPROPRIATION OR RENEWAL" in this Agreement, providing the remedies to us for such an event in said paragraph. In addition, no rights to prepayment or title at the end of the term of this Agreement shall occur so long as any Additional Payments are outstanding and unpaid.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Lessor

Signature

Title

Date

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



ALLIED print
business solutions scan
copy



Account Review

City of Emmett

8.31.2020

Current Equipment:

Toshiba eStudio 3040

Current volumes and investment

		3 Mo. Avg	12 Mo. Avg.
Average Volumes	B&W	3,060	3,219
Average Volumes	Color	953	952

Service Costing (Based on past 12 months)

Black Overages	3,219	0.022814	\$	73.44
Color Overages	952	0.129274	\$	123.07

Current Total Monthly Expense \$ 196.51

Proposed Solution

Toshiba eStudio 3015ac

Current volumes and investment

		12 Mo. Avg.
Average Volumes	B&W	3,219
Average Volumes	Color	952

Equipment and Service \$160.00

Includes 3000 BW copies & 300 Color

Black Overages	219	0.009500	\$	2.08
Color Overages	652	0.055000	\$	35.86

New Estimated Expense \$ 197.94

August 31, 2020

City of Emmett
Lyleen Jerome, City Clerk
501 E Main St
Emmett, ID, 83617

RE: Renewal of your ICRMP Insurance Policy and Cancellation of Independent Insurance James Buck of Buck Insurance Group

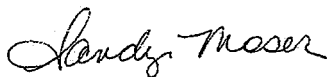
Dear Mayor & Council,

Per our records, James Buck of Buck Insurance Group was your ICRMP approved insurance agent. Effective September 1, 2020 ICRMP has cancelled this agent/agency's appointment and therefore they are no longer authorized to represent or assert affiliation with ICRMP.

Please contact me as soon as possible at 208-246-8212 or smoser@icrmp.org to discuss your agent options. For your convenience in the interim we are attaching your renewal policy, proof of insurance cards for vehicles and premium invoice via email.

We apologize for any inconvenience this transition creates.

Respectfully,



Sandy Moser, CPCU
Underwriting Manager

Lyleen Jerome

From: Sandy Moser <SMoser@icrmp.org>
Sent: Wednesday, September 2, 2020 4:12 PM
To: Lyleen Jerome
Subject: City of Emmett Agency Transition

Lyleen,

There are several approved agents regionally available, but here are 3 who are not in Emmett but have multiple members in and around Gem County:

1. David Gray of Three Rivers Insurance
2. Doug Colwell of WAFD Insurance
3. Marty Koch of Hartwell Corporation

Due to the agency transition, City of Emmett is eligible to directly access ICRMP without an agent at this time. If you choose this option versus agency representation, there is some cost savings during the transition year. Your current renewal premium for October 1, 2020 is \$90,390. If you chose to come direct, your renewal premium would be reduced by a portion of the agency commission (\$7,231), making your renewal premium reduced to \$83,159.

If you want to retain agency representation, please let me know which agent above you may be interested in and I'll contact one of them to start the transition. If you choose to come direct, please let me know as soon as possible and I will have your renewal invoice corrected and have one of our staff meet with you in the coming weeks to review the renewal documents with you.

Thank you for your membership.

Sandy Moser, CPCU
Underwriting & Technology Manager
Direct: (208) 246-8212
Fax: (208) 336-2100
www.icrmp.org



NOTICE: This email, and any files transmitted with it, is the property of the ICRMP and may contain information considered privileged or confidential and legally exempt from disclosure. If you have received this email in error, please notify the sender immediately by calling 208-336-3100 or toll free 800-336-1985

August 28, 2020

City of Emmett
Lyleen Jerome
501 E Main St
Emmett, ID, 83617

RE: ICRMP Insurance Policy Changes effective October 1, 2020

Dear Lyleen,

ICRMP has served Idaho public entities as a stable and reliable source of risk management resources as well as liability and property insurance for thirty-five years. We work closely with our members' governing boards, elected officials and administrative staff to facilitate your public duties while reducing risk exposure.

Attached to this letter is a Summary of Policy Changes for your ICRMP Multi-lines Insurance policy effective October 1, 2020. While we provide you a summary of policy changes every year, there are two specific changes that I want to highlight for this renewal.

EMPLOYMENT PRACTICES LIABILITY DEDUCTIBLE

There are numerous accidental happenings a public entity can face but taking adverse employment actions is not an accident. Employment actions are instead intentional, conscious decisions that can have significant financial impact on this Program. Employees are one of your biggest assets and one of your largest risk exposures. The employment practices liability insurance we provide protects you when an employee sues over employment-related issues. The ICRMP insurance policy pays to defend you against claims of wrongful employment practices and pays to cover damages if you are found liable. Wrongful employment practices claims are usually related to:

- Sexual Harassment
- Wrongful Termination
- Wrongful Discipline or Demotion
- Discrimination
- Equal Employment Opportunity Commission/Idaho Human Rights Commission

We continue to see a significant rise in both the number of employment practices claims and the amounts paid to defend and settle claims. Due to this rising claim frequency and severity we are amending our employment practices liability coverage to include a per claim deductible of \$5,000.00. The specific terms are detailed in your policy effective October 1, 2020 and in the attached Summary of Policy Changes. We understand the burden this deductible could have on a public entity's budget, so we are offering to waive it if you take the following risk management steps:

1. You must consult with us before taking any adverse employment actions, including termination or suspension of employment, and
2. You must follow all reasonable advice provided by us or an attorney assigned by us with respect to such employment action.

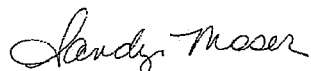
Please contact Carl Ericson, Risk Management Legal Counsel at 208-246-8209 or cericson@icrmp.org to begin the waiver process prior to taking an adverse employment action.

CYBER LIABILITY

Another insurance coverage that is experiencing significant claim growth is Cyber Liability. This coverage protects your entity for liability claims for data privacy breaches, as well as ransomware, data recovery costs and breach responses. Due to the increasing frequency and severity claim trends for members and the insurance marketplace, we must increase the deductible for this coverage. Effective October 1, 2020, your Cyber Liability per claim deductible will be \$5,000.00. If you are not already taking part in proactively reducing your cyber claim exposure by participating in ICRMP's KnowBe4 cyber liability risk management program, please do so as this could reduce your deductible.

I have mailed a copy of this letter and a summary of policy changes to the Governing Board of your entity as well as to you as the designated key contact person. If you have questions about any of the policy changes discussed, please contact me at 208-246-8212 or smoser@icrmp.org.

Sincerely,



Sandy Moser, CPCU
Underwriting Manager

SUMMARY OF ICRMP PUBLIC ENTITY POLICY CHANGES
October 1, 2020 through September 30, 2021

A. SECTION I, GENERAL INSURING AGREEMENT

Item 1: A. (1.) (g.) – CLARIFY

Clarified the general insuring agreement that no coverage exists without a demand for damages, unless specifically stated we will do so in the applicable coverage section.

B. SECTION II, GENERAL DEFINITIONS

Item 1: A. (25.) *Vehicle* – CLARIFY

Adopted the definition from standardized commercial property insurance and replaced every instance of "automobile" with "vehicle".

Item 2: A. (13.) *Insured Property* – CLARIFY

Adopted the definition from standardized commercial general property insurance and replaced every instance of "covered property" with "insured property". We also included watercraft as a type of mobile equipment.

C. SECTION V, PROPERTY INSURANCE

Item 1: Limit of Indemnification – *Debris Removal* - REDUCTION

Added the following provision to the sub-limit for Debris Removal as follows: We will pay the lesser of 25% of property damage, loss or limit shown which is \$2,500,000.

Item 2: Limit of Indemnification Increase – *Earthquake* - BROADEN

Increased the Sub-limit from \$50,000,000 to \$62,500,000 per occurrence and/or in the annual aggregate with all Public Entity members combined in this policy year. In addition, modified the term Earth Movement and replaced with Earthquake. Only those losses defined by the loss of earthquake will be sub-limited as above. Earth movement losses are not subject to the sub-limit of earthquake.

Item 3: Limit of Indemnification Increase – *Flood Type 1* - BROADEN

Increased the Sub-limit from \$5,000,000 to \$12,500,000 per occurrence and/or in the annual aggregate with all Public Entity members combined in this policy year.

Item 4: Limit of Indemnification Increase – *Flood Type2* - BROADEN

Increased the Sub-limit from \$50,000,000 to \$62,500,000 per occurrence and/or in the annual aggregate with all Public Entity members combined in this policy year.

Item 5: Limit of Indemnification Increase – *Inadvertently Omitted Items* - BROADEN

Increased the Sub-limit from \$500,000 to \$2,500,000 per occurrence and/or in the annual aggregate for multiple occurrences.

Item 6: Limit of Indemnification Increase – *Operational Disruption* - BROADEN

Increased the overall sub-limit for Operational Disruption from \$4,000,000 per occurrence to \$5,000,000 per occurrence. Increased the Extra Expense sub-limit as detailed in the

specific condition from \$1,000,000 per occurrence to \$2,000,000 per occurrence.

Item 7: Reduced Limit – *Data Restoration Related to Valuable Papers* - REDUCTION

Reduced the sub-limit from \$500,000 per occurrence to \$250,000 per occurrence.

Item 8: Removed Sub-Limit – *Automobiles & Mobile Equipment* - BROADEN

Removed aggregate sub-limit of \$1,000,000 per occurrence and \$10,000,000 in annual aggregate for multiple items per occurrence while not in use.

Item 9: Removed Sub-Limit – *Water/Sewer Backup* - BROADEN

Removed aggregate sub-limit of \$1,000,000 from the loss related to water and/or sewer backup.

Item 10: Definition B. (4.) – *Earth Movement* - CLARIFY

Clarified that the definition of earth movement does not include loss or damage caused by or resulting from flood, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Additionally, "seaquakes", "submarine landslides" and "avalanches" are no longer a defined loss under earth movement.

Item 11: Definition B. (6.) – *Fine Arts* - CLARIFY

Removed the terms "furs, jewelry, precious stones" as a defined fine art.

Item 12: Definition B. (10.) – *Lease Interest* - CLARIFY

Added the definition to clarify the meaning of the term.

Item 13: Definition B. (11.) – *Net Lease Interest* - CLARIFY

Added the definition to clarify the meaning of the term.

Item 14: Definition B. (18.) – *Soft Costs* - CLARIFY

Added a definition to clarify the meaning of the term.

Item 15: Definition B. (20.) – *Vacant* - CLARIFY

Adopted the standard definition from commercial insurance language. And removed the word "unoccupied".

Item 16: Definition B. (21.) – *Vacant Property* - CLARIFY

Adopted the standard definition from commercial insurance language.

Item 17: Specific Condition C. (1.) – *Additional Coverages* - CLARIFY

Made clear and rearranged the section to clearly state the listed items are in addition to building values as stated on the schedule of values.

Item 18: Specific Condition C. (1.) (d.) – *Fire Brigade Charges* - BROADEN

Added new sub-limit of \$25,000 per occurrence for expenses related to this item.

Item 19: Specific Condition C. (1.) (e.) – *Operational Disruption Expense* - BROADEN

Increased sub-limit from \$4,000,000 per occurrence to \$5,000,000 per occurrence.

Item 20: Specific Condition C. (1.) (f.) – *Property in the Course of Construction* - BROADEN

We clarified to add "soft costs" to this sub-limit. In the prior policy it was referred to as "Professional Fees" and had a sub-limit of \$1,000,000. Now, it is included within this sub-limit of \$5,000,000.

Item 21: Specific Condition C. (1.) (h.) – *Valuable Papers/Records* - CLARIFY

Amended to clarify what the additional coverage triggers of loss. Additionally, added standardized commercial insurance language.

Item 22: Specific Condition C. (3.) – *Consequential Reduction in Value* - REDUCTION

Added standardized commercial insurance language to clarify the reduction in value on merchandise that is part of pairs or sets.

Item 23: Specific Condition C. (7.) – *Inadvertently Omitted Property* - BROADEN

Increased limit from \$500,000 per occurrence to \$2,500,000 per occurrence for insured property inadvertently omitted from the schedule of values.

Item 24: Specific Condition C. (16.) (c.) – *Property in Transit* - REDUCTION

Added standardized commercial insurance language for property in transit.

Item 25: Specific Condition C. (16.) (i.) – *All other Insured Property* - BROADEN

Removed valuation provision regarding replacement cost as per the value in your schedule of values. That was a limiting factor to the maximum loss.

Item 26: Exclusion D. (1.) (b.) – *Animals* - REDUCTION

Added the word "animals" to items not covered when damage is directly or indirectly caused by the item. This does not apply to collision with animals.

Item 27: Exclusion D. (1.) (c.) – *Depletion* - REDUCTION

Added the word "depletion" to items not covered when damage is directly or indirectly caused by the item.

Item 28: Exclusion D. (1.) (d.) – *Corrosion* - REDUCTION

Added the words "corrosion and erosion" to items not covered when damage is directly or indirectly caused by the item.

Item 29: Exclusion D. (1.) (j.) – *Theft* - CLARIFY

Clarified the exclusion related to losses from any fraudulent, dishonest or criminal act, but not limited to "theft, committed alone or in collusion with others at any time by any insured.

Item 30: Exclusion D. (2.) (a.) – Pavements - REDUCTION

Added the word "pavements" to items not covered when damage is directly or indirectly caused to them.

Item 31: Exclusion D. (4.) (k.) – Underground Wiring - REDUCTION

Added the word "underground wiring" to items not covered when damage is directly or indirectly caused to them.

Item 32: Exclusion D. (4.) (o.) – Power Production - REDUCTION

Added an exclusion that we do not cover loss to equipment used to produce power or gas for distribution to third parties.

Item 33: Exclusion D. (4.) (p.) – Fine Arts - REDUCTION

Added an exclusion that we do not cover loss or damage from any repairing, restoration or retouching process related to fine arts.

Item 34: Property Claim Deductibles – REDUCTION

The per claim property insurance deductible can vary from policy year to policy year depending upon your annual member contribution (premium). Deductibles vary per member based upon choices made by you. Please refer to your policy for your specific per claim property deductible for this coming policy year.

D. SECTION VI, CRIME INSURANCE

Item 1: Limits of Indemnification - 1 – Employee Dishonesty, Loss Inside Premises & Loss Outside Premises – REDUCTION AND BROADEN

Limits of indemnification for all insuring agreements within the Crime Insurance Section (as of last policy year) are based on net operating budgets as reported by you to us. Tiered limits based on budget are: \$100,000, \$250,000 or \$500,000. Accordingly, the deductibles for crime losses are adjusted and based on the limits provided. Tiers are as follows:

- Operating budgets less than \$100,000 - per claim limit and annual aggregate is \$100,000 with a \$2,500 per claim deductible.
- Operating budgets between \$100,000 to \$2,500,000 – per claim limit and annual aggregate is \$250,000 with a \$5,000 per claim deductible.
- Operating budget greater than \$2,500,000, per claim limit and annual aggregate is \$500,000 with a \$5,000 per claim deductible.

E. SECTION VII, AUTOMOBILE LIABILITY INSURANCE

Item 1: Definition 1 – Insured - CLARIFY

Replaced the word "using" with "in" to clarify our intent to who is an insured in this section of our policy.

F. SECTION IX, LAW ENFORCEMENT LIABILITY INSURANCE

Item 1: Insuring Agreement 1 (a.) – Incidental Medical Liability - CLARIFY

Moved condition Incidental Medical Liability to the Insuring Agreement section to clarify this is part of the coverage for Law Enforcement Liability section.

G. SECTION XI. EMPLOYMENT PRACTICES LIABILITY INSURANCE

Item 1: Condition 2 – *Deductible* - REDUCTION

Added a deductible for claims for damages brought forth under this coverage section brought by any employee directly or indirectly reporting to you relating to personnel-related actions or omissions shall have the deductible apply as listed below. This deductible applies for any claim arising out of wrongful termination, constructive discharge, retaliation, breach of employment contract, violation of due process rights relating to employment and/or any other constitutional or statutory rights, unlawful discrimination, employment sexual harassment, employment harassment of any type, assault, battery, and/or any claim resulting from or related to any type of unlawful or unfair employment practice. This deductible applies whether the alleged damages arise from negligent, intentional or any other type of otherwise wrongful conduct. You will be responsible for the below referenced deductible of any settlement, judgment, or legal defense costs paid by us on your behalf with respect to any employment practices liability claims filed against you. However, this deductible will be waived if you consult with us before such employment action, including termination or suspension of employment, and followed all reasonable advice provided by us or an attorney assigned by us with respect to such employment action. The referenced deductible amount will be billed to you by us for any settlement, judgment or legal defense costs paid as the claim progresses. For each and every claim filed related to this coverage as detailed above, the deductible is as follows during the policy period: \$5,000.

H. SECTION XIII. SEXUAL MOLESTATION OR SEXUAL ABUSE LIABILITY INSURANCE

Item 1: Insuring Agreement A (1.) – *Sexual Molestation or Sexual Abuse Liability* - CLARIFY

Clarified text to simplify that all sexual molestation or sexual abuse bodily injury claims or related sexual molestation or sexual abuse bodily injury claims will be deemed one claim per the text as written. In addition, we clarified that the absolute first sexual molestation or sexual abuse occurrence must be on or after the retroactive date listed on the declarations page.

I. SECTION XV. ENDORSEMENTS

Item 1: #1 Accidental Discharge of Pollutants. – BROADEN

Increased the aggregate for multiple occurrences per policy period limit from \$100,000 to \$500,000.

Item 2: #2 Cyber & Technology Liability Endorsement. – BROADEN

Amended text throughout endorsement to align with language provided by the reinsurer. Added new sub-limits and/or coverages as listed:

- PCI DSS – Increased from \$500,000 to \$1,000,000 per occurrence.
- Data Breach Response – Increased from \$500,000 to \$1,000,000 per occurrence.
- Social Engineering Fraud – Increased from \$100,000 to \$250,000 per occurrence.

Item 3: #2 Cyber & Technology Liability Endorsement. – REDUCTION

Increased per claim deductible from current property deductible (varies by member) to higher amounts depending on the annual operating budget for the member. The deductibles are as follows:

- Operating budgets over \$10,000,000 - \$25,000 per claim deductible, unless you are participating in an approved Cyber Risk Management Program like the one offered by ICRMP (KnowBe4), then it will be reduced to \$10,000 per claim.
- Operating budgets less than \$10,000,000 - \$10,000 per claim deductible, unless participating in an approved program like KnowBe4, then it will be reduced to \$5,000.
- Your specific deductible is stated on your insurance policy.

Item 4: #7 Attorney Consultation Reimbursement Defense Endorsement. – BROADEN

Amended text to include a reference to "defense costs" instead of "attorney fees". Additionally, added a definition for defense costs. Also, increased the per claim limit from \$1,500 per claim to \$2,500 per claim.

J. OTHER ITEMS

Item 1: Defense Limits Aggregate. – BROADEN

Removed the annual aggregate for defense costs limits related to liability sections of the insurance policy.

Item 3: #2 Cyber & Technology Liability Endorsement. – REDUCTION

Increased per claim deductible from current property deductible (varies by member) to higher amounts depending on the annual operating budget for the member. The deductibles are as follows:

- Operating budgets over \$10,000,000 - \$25,000 per claim deductible, unless you are participating in an approved Cyber Risk Management Program like the one offered by ICRMP (KnowBe4), then it will be reduced to \$10,000 per claim.
- Operating budgets less than \$10,000,000 - \$10,000 per claim deductible, unless participating in an approved program like KnowBe4, then it will be reduced to \$5,000.
- Your specific deductible is stated on your insurance policy.

Item 4: #7 Attorney Consultation Reimbursement Defense Endorsement. – BROADEN

Amended text to include a reference to "defense costs" instead of "attorney fees". Additionally, added a definition for defense costs. Also, increased the per claim limit from \$1,500 per claim to \$2,500 per claim.

J. OTHER ITEMS

Item 1: Defense Limits Aggregate. – BROADEN

Removed the annual aggregate for defense costs limits related to liability sections of the insurance policy.



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated TBD, between The Bancorp Bank (Lessor) and City of Emmett (Lessee).

Date TBD Customer # 21052
Unit # TBD

Year, Make & Model	VIN
2020 Chevrolet 2500 HD Crew 4x4	1GC4YLE70LF149835

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Red	Gray	Emergency response equipment	ID	20,000

Term & Frequency	<u>2 Annual</u> <input checked="" type="checkbox"/>	Security Deposit	<u>\$0.00</u>
Base Payment	<u>\$23,750.00</u>	Down Payment	<u>\$0.00</u>
Sales / Use Tax	<u>\$0.00</u>	Termination Value	<u>\$1.00</u>
Total Monthly Payment	<u>Annual \$23,750.00</u>	Estimated Initial Tax & Tags	<u>Exempt</u>
Interim Rent	<u>\$0.00</u>		

Additional Terms and Conditions:

Customer to be invoiced for both payments after delivery totalling \$47,500.00.

LESSEE **SAMPLE ONLY** No Signatures Required Signature _____ Title _____ Signature _____ Title _____ Signature _____ Title _____	Signature _____ Title _____ Signature _____ Title _____
	<hr/> LESSOR The Bancorp Bank Signature _____ Title _____



**MASTER LEASE AGREEMENT
OPEN-END LEASE**

1. This Master Lease Agreement ("Agreement"), made as of the date set forth below, is by and between The Bancorp Bank ("Lessor"), and The City of Emmett, Idaho, an Idaho municipal corporation ("Lessee").
2. LEASE. In consideration of the mutual covenants and upon the terms and conditions contained in this Agreement, Lessor leases to Lessee and Lessee hires from Lessor each motor vehicle described in one or more Schedules signed by Lessee and added from time to time to this Agreement (each, a "Vehicle") on the terms and conditions in the Schedule and as hereinafter set forth below.
3. TERM. The Term of the Lease shall be listed on the Schedule. It shall commence on the date the Vehicle is delivered to Lessee or Lessee's representative or on the day Lessor pays a dealer or supplier for the Vehicle, whichever occurs first (the "Commencement Date")
4. THE MONTHLY PAYMENT shall be paid on the tenth day of the month for each calendar month during the Term of the Lease. The Lessee's obligation to make Monthly Payments shall continue during any period the Vehicle is inoperable due to mechanical failure, damage, repair, loss, seizure or any other reason.
5. RECONDITIONING AND SALE OF VEHICLE, NET SALE VALUE. Upon return of the Vehicle as provided in Section 7, Lessee authorizes Lessor to spend the sums required for normal reconditioning and inspection of the Vehicle. After reconditioning and inspection, Lessor shall sell the Vehicle on a wholesale bid basis. The sale price for the Vehicle minus the cost of reconditioning and inspection shall equal the Net Sale Value of the Vehicle.
6. TERMINATION VALUE, REFUND DEFICIENCY PAYMENT, AND FINAL SETTLEMENT. The Termination Value of the Vehicle at Lease end shall be listed on the Schedule. If the Vehicle is returned prior to the expiration of the Term, the adjusted termination value shall be the sum of (a) all past due Lease payments and other fees and charges then owed to Lessor (b) the amortized depreciated value of the original value set forth in the Schedule (c) \$150.00 documentation/handling charge and (d) 2 regular monthly payments.
If the Net Sale Value, as defined in Section 5 exceeds the Termination Value, the excess shall be refunded by Lessor to Lessee. If the Net Sale Value is less than the Termination Value, Lessee shall pay the amount of such deficiency to Lessor within ten (10) days after the Lessee receives notification of the amount due from Lessor. Sale of the Vehicle and the refund of any excess or the payment of any deficiency due under this Section 6 shall constitute Final Settlement of the Lease.
7. RETURN OF VEHICLE. Lessee agrees to return the Vehicle to Lessor at the end of the term of the Lease. Lessee agrees to return the Vehicle at Lessee's expense to the Lessor's place of business or such other place as shall be agreed upon between Lessor and Lessee. Lessee agrees to return the Vehicle in good operating condition and working order, free from physical or mechanical damage, except for reasonable wear and tear. Lessee agrees to return with the Vehicle all license plates, the Vehicle registration and all other documents related to ownership or possession of the Vehicle. Lessee further agrees to accurately report to Lessor the correct mileage accumulated on the Vehicle.
8. MONTHLY STATEMENTS OR PAYMENT COUPON BOOKLETS. Prior to the date each Monthly Payment is due except for the first Monthly Payment, Lessor shall render to Lessee a single statement of the Monthly Payment payable for that calendar month. The Monthly Payment shall be paid at the office of Lessor designated in the monthly statement. In lieu of rendering monthly statements, Lessor may elect to issue a coupon booklet, in which case Monthly Payments shall be made by Lessee in accordance with the instructions and on the dates specified in the coupon booklet.
9. EXPENSES, FEES, TAXES, AND OTHER CHARGES. In addition to the Monthly Payment, Lessee agrees to pay: (i) all expenses, fees and taxes incurred in connection with the titling, licensing and registration of the Vehicle, whether disclosed or undisclosed; (ii) all expenses in connection with the possession, use and operation of the Vehicle including but not limited to gasoline, oil, grease, repairs, maintenance, tires, storage, parking, tolls, fines, towing and servicing; (iii) all sales, use, registration, personal property and other taxes related to the Vehicle; and (iv) all fees, expenses and taxes in connection with any re-registration of the Vehicle if the Lessee permanently garages the Vehicle in a locale other than that originally registered. Lessee agrees to reimburse Lessor upon demand for any and all costs covered under this Section 9 which Lessor may pay on Lessee's behalf.
10. LATE PAYMENTS. If Lessee does not make any Monthly Payment or pay any of the charges due under Sections 8 and 9 of this Agreement within ten (10) days after the date on which such Monthly Payments or charges are due, Lessee agrees to pay a single late charge of five percent (5%) of the Monthly Payment. Lessee also agrees to pay all reasonable attorney's fees plus court costs, if the Lease is placed for collection in the hands of an attorney who is not a salaried employee of Lessor.
11. DEPOSIT. Lessee shall deposit with Lessor on the date of the Lease the sum indicated in the Schedule added to this Agreement (the "Deposit") as security for the full and faithful performance by Lessee of all terms, covenants and conditions of the Lease

evidenced by that Schedule. This sum shall be returned to Lessee at the end of the Term of the Lease or upon termination of the Lease provided that the Lessee has not breached any of the terms, covenants and conditions of the Lease. The Deposit may be applied by Lessor to pay any Monthly Payments past due or to pay any other sums due from Lessee under the terms of the Lease. If Lessee has leased more than one Vehicle from Lessor under this or another Lease, Lessor may, at its option, transfer a Deposit for any Lease after Final Settlement of that Lease if Lessee has ever been delinquent in making any required payments or ever defaulted under the terms and conditions of either Lease.

12. CANCELLATION OF ORDER, DAMAGES. If Lessee shall instruct or otherwise cause Lessor to cancel the order for the Vehicle from any dealer, supplier or manufacturer after the execution of the Schedule, then Lessee shall reimburse the Lessor for any costs associated with the cancellation.
13. DELIVERY OF VEHICLE. The Vehicle shall be delivered to Lessee at the supplying dealer's place of business or at such other place as shall be agreed upon between Lessor and Lessee. If delivery is not made at the supplying dealer's place of business, then delivery of the Vehicle to Lessee shall be made within five (5) days after the Vehicle is delivered to Lessor by the dealer, supplier or manufacturer. Lessor shall have no liability if the dealer, supplier or manufacturer does not deliver the Vehicle to Lessor or to Lessee for whatever reason.
14. NO WARRANTIES. Lessee's acceptance of the Vehicle at the place agreed upon for delivery shall constitute an acknowledgement by Lessee that the Vehicle complies with the specifications for the Vehicle described in any Schedule added to this Lease.
LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, CONDITION OR QUALITY OF THE MATERIAL, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE VEHICLE.
Lessee agrees that Lessor has no liability to Lessee for any damage or loss caused directly or indirectly by the Vehicle or which results from the condition, maintenance, possession, use or operation of the Vehicle.
15. VEHICLE USE.
 - (a) Lessee shall not use or allow the use of the Vehicle for any illegal purpose or for the transportation of any material deemed extra hazardous by reason of being explosive or inflammable. Lessee will reimburse Lessor for all damages sustained by Lessor as a result of such use. Lessee will also reimburse Lessor for any Vehicle confiscated by any governmental agency, or other expense incurred as a result thereof, whenever such confiscation or expense is caused by the illegal use of the Vehicle.
 - (b) Lessee shall not use or allow the use of the Vehicle for towing, pushing or any purpose other than that for which it is designed, nor for the transportation for hire of goods, passengers or animals.
 - (c) Lessor shall not be responsible or liable for loss to any goods or other property placed or carried in or on the Vehicle.
 - (d) Lessee shall not use or allow the use of the Vehicle outside of the United States without the prior consent of Lessor.
16. VEHICLE OPERATION.
 - (a) The Vehicle shall be operated only by a safe, competent and duly licensed driver. If Lessee is an individual, Lessee represents and warrants that Lessee has a valid driver's license issued in Lessee's name by the Department of Motor Vehicles or other appropriate agency of the state in which Lessee resides. If Lessee's driver's license is ever revoked or suspended, Lessee must notify Lessor of this fact in writing within ten (10) days. Upon such an event, Lessor may demand redelivery of the Vehicle upon ten (10) days' notice at Lessor's place of business or at any place agreed upon by Lessor and Lessee. If such an election is made, upon redelivery of the Vehicle, the termination provisions of this Lease shall govern.
 - (b) Lessee and any person authorized by Lessee to operate the Vehicle shall be solely responsible for individual fines and penalties for parking, traffic and speeding violations. Should Lessor be required to pay any fine or summons, Lessee shall reimburse Lessor for same upon demand.
17. OWNERSHIP, REGISTRATION AND TITLE.
 - (a) This is a contract of leasing only, and Lessee acquires no ownership, title, property rights or interest in or to the Vehicle (or any option therefor), but only the right of possession and use in accordance with the provisions of the Lease.
 - (b) The Vehicle shall be registered in the name of Lessor during the term of the Lease and any certificate of title or similar documents shall likewise be in the name of Lessor. Lessor may elect to place title of the Vehicle in the name of a trustee or custodian with the same force and effect as though the Vehicle were titled in the name of Lessor.
18. POSSESSION AFTER THE LEASE HAS ENDED. If Lessee retains possession of the Vehicle after the Term of the Lease has ended, Lessee agrees that all the terms of the Lease shall remain in full force and effect and that Lessor shall continue to charge Lessee the Monthly Payment and any other charges under the Lease. Lessor may elect to reduce the Termination Value of the Vehicle based upon the continued use by Lessee, in any manner which the Lessor deems reasonable. This Section 18 shall not be construed as granting Lessee any right whatsoever to retain possession of the Vehicle after expiration of the Lease, nor as a waiver by Lessor of any of Lessor's rights under the default provisions of the Lease.
19. INSURANCE.
 - (a) Lessee agrees to pay for and maintain public liability and property damage insurance for personal injury, death or property damage covered by the Vehicle or its operation, in compliance with applicable law, but in any event not less than One Hundred Thousand Dollars (\$100,000) for any one person injured or killed, Three Hundred Thousand Dollars (\$300,000) for more than one person injured or killed in any one accident, and Fifty Thousand Dollars (\$50,000) for damage to property of others in any one accident.
 - (b) Lessee further agrees to pay for and maintain collision insurance on the Vehicle with a One Thousand Dollar (\$1,000.00) (or less) deductible and comprehensive coverage insurance including fire and theft with a One Thousand Dollar (\$1,000.00) (or less) deductible. Lessee agrees to obtain and maintain any additional insurance coverage required in the state in which the Vehicle is operated.
 - (c) Lessee agrees to furnish Lessor with insurance endorsements or other written evidence of the above-required insurance coverage with insurance companies satisfactory to Lessor. Lessor and any other party in interest designated by Lessor shall

- be named as an additional insured and loss payee. Receipt of the written evidence of insurance by Lessor or its authorized agent shall be a condition of delivery of the Vehicle to Lessee. The insurance coverage shall begin on or prior to the date the Vehicle is delivered to Lessee and shall continue in full force until Final Settlement of the Lease. No cancellation or material change in and of the insurance required under this Section 19 shall be permitted without the prior approval of Lessor upon thirty (30) days advance written notice. If, at any time, notice of cancellation of insurance coverage is given by the carrier, Lessee agrees to deliver the Vehicle to Lessor or Lessor's representative prior to the effective date of cancellation.
- (d) During the investigation, defense or prosecution of any claim or suit arising from possession, use or operation of the Vehicle, Lessee agrees to cooperate fully with the Lessor and the insurance carriers.
- (e) In the event the insurance coverage required under this Section 19 is cancelled, or Lessee is unwilling or unable to obtain such insurance coverage, or Lessee is delinquent in making any premium or other payments required to keep such insurance coverage in effect, Lessor may, at its option, obtain the required insurance coverage or pay any delinquent premium or other payments on Lessee's behalf and Lessee hereby agrees to reimburse Lessor upon demand for any such costs or payments.
20. INDEMNITY.
- (a) Lessee agrees to assume all liability for injury, death and property damage occasioned by the operation, maintenance, use and possession of the Vehicle at all times prior to the termination or expiration of the Lease, redelivery of the Vehicle to Lessor and Final Settlement. Lessor does not assume any liability for any acts or omissions of Lessee or Lessee's drivers, agents or employees. To the extent permitted by Idaho law and without waiving any of the defenses, immunities or other protections available thereunder, Lessee hereby releases Lessor and agrees to indemnify and hold harmless Lessor and Lessor's agents and employees from any and all claims against Lessor or Lessor's agents and employees of any kind or nature whatsoever arising out of or resulting from the condition (including latent and other defects not readily discoverable) of the Vehicle, or the use or operation of the Vehicle by any person. To the extent permitted by Idaho law and without waiving any of the defenses, immunities or other protections available thereunder, Lessee agrees to indemnify Lessor for any expenses and legal fees related to such claims. The indemnity and assumptions of liability in this Section 20 shall continue in full force and effect at all times prior to expiration or termination of the Lease, redelivery of the Vehicle to Lessor and Final Settlement.
- (b) Lessor agrees to give Lessee prompt notice of any claim or liability hereby indemnified against.
21. REPAIR, DAMAGE, LOSS, THEFT, DESTRUCTION AND SETTLEMENT THEREFOR.
- (a) Lessee shall bear all risks of damage, loss, theft or destruction, partial or complete, of the Vehicle. Lessee agrees to keep the Vehicle in efficient working order and repair.
- (b) The cost and expense of all replacement parts, repairs or substitution of parts or equipment on the Vehicle shall be borne by Lessee.
- (c) If the Vehicle is lost, stolen, destroyed or damaged beyond repair, Lessee shall promptly notify Lessor and hold the Vehicle or wreckage for disposal. As soon as possible after notice, Lessor shall arrange for the sale of the Vehicle and Final Settlement according to the terms of Sections 5 and 6. If the Vehicle or wreckage is not available to Lessee for redelivery to Lessor, then Lessee shall pay to Lessor the Termination Value of the Vehicle as if the Lessee had returned the Vehicle on the date it was lost, stolen, destroyed or damaged beyond repair. Any insurance proceeds payable from the loss, theft, destruction or damage beyond repair of the Vehicle shall be payable to Lessor and will be offset against the Termination Value to be paid under this Section 21.
- (d) Lessee's obligation to make any payments under this Lease shall continue until Final Settlement.
22. REMOVAL OF VEHICLE. Lessee agrees that the Vehicle will not be permanently removed from the state of Lessee's residence or place of business or operation as indicated in the Lease. Lessee also agrees not to remove the Vehicle temporarily from such state for any period of time or otherwise under such circumstances as would require registration or licensing of the Vehicle in any other state, without the prior written consent of Lessor.
23. NO ABATEMENT OR SET-OFF. Lessee agrees that the sums payable to Lessor under any Section of the Lease shall not be subject to any defense, set-off, counter-claim or recoupment whatsoever by reason of any damage to or loss or destruction of the Vehicle, or by reason of any interruption for whatever cause in the use, operation or possession of the Vehicle.
24. DEFAULT OF LESSEE. Lessee shall be in default under the Lease under any one or more of the following circumstances:
- (a) If Lessee fails to make any payments specified under the Lease;
- (b) If Lessee fails to perform or permits the breach of any of the terms, conditions, covenants or agreements of the Lease;
- (c) If bankruptcy or insolvency proceedings are commenced by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any action shall be taken against or by Lessee to accomplish any such purpose, or if a receiver of the property or business of the Lessee shall be appointed, or if Lessee has permitted or suffered any distress, attachment, levy or execution to be made or levied against any or all of the property of Lessee;
- (d) If Lessee is in default under any other agreement between Lessee and Lessor;
- (e) If any insurance company cancels any required insurance on the Vehicle or determines that Lessee is an uninsurable risk at standard rates;
- (f) If any other person obtains an interest in the Vehicle including a lien or encumbrance on the Vehicle; or
- (g) Upon the occurrence of any event which Lessor reasonably believes imperils the prospect of full performance or satisfaction of the Lessee's obligations herein.
25. REMEDIES OF LESSOR. If Lessee is in default of the Lease as defined in Section 24, Lessee agrees that Lessor may exercise any or all of the following rights and remedies:
- (a) Cancel the Lease and sell the Vehicle under the terms of Sections 5 and 6;
- (b) Take possession of the Vehicle by lawful means. Once Lessor repossesses the Vehicle, Lessor will hold it free and clear of this Lease and any of Lessee's rights under the Lease;

- (c) Take such action as Lessor may deem necessary and/or appropriate in order to protect, preserve or otherwise safeguard the Vehicle;
- (d) Call all sums owing under the terms of the Lease immediately due and payable including without limiting any damages, late payments and indemnities provided for under the Lease;
- (e) Exercise any right or remedy available at law, equity or otherwise, as a result of Lessee's breach or negligence. Repossession by Lessor and any sale by Lessor of any Vehicle repossessed shall not affect the right of Lessor, and Lessor shall nevertheless have the right, to recover from Lessee any and all damages which Lessor shall have sustained by reason of the breach by Lessee of any of the covenants and terms of this Lease. Lessor's rights and remedies with respect to any of the terms and conditions of the Lease shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies in Lessor's favor; and
- (f) **PROCEED TO COLLECT ALL SUMS DUE UNDER THE TERMS OF THIS LEASE, IN WHICH EVENT LESSEE AGREES TO PAY ALL COSTS AND EXPENSES OF COLLECTION INCLUDING LESSOR'S COURT COSTS, ATTORNEY'S FEES AND OTHER COLLECTION EXPENSES; AND LESSEE: (i) AUTHORIZES ANY ATTORNEY CHOSEN BY LESSOR TO APPEAR FOR LESSEE, TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TO CONFESS JUDGMENT AGAINST LESSEE IN FAVOR OF LESSOR FOR SUCH AMOUNTS AS MAY BE UNPAID UNDER THE LEASE PLUS INTEREST, COSTS, EXPENSES AND FEES; and (ii) Lessee waives all rights under any exemption laws of the State of Delaware or elsewhere and consents to immediate execution on any judgment.**

The failure by Lessor at any time to exercise any remedy or right reserved to it, or to require performance of any of the terms or provisions of the Lease, shall not be a waiver of any default under the Lease nor a waiver of any right of Lessor upon Lessee's default nor shall it affect the right of Lessor to enforce the provisions of the Lease thereafter.

- 26. **ASSIGNMENT, TRANSFER, SUBLEASE, PLEDGE.** Lessee's interest under the Lease or its right to possession of the Vehicle shall not be transferred by assignment, operation of law or otherwise. Lessee shall not sublet the Vehicle without the prior written consent of Lessor. Lessee shall not pledge, mortgage or otherwise encumber any right or interest it has under the Lease.
- 27. **NOTICE.** All notices, requests or consents that either party is required or desires to give the other party shall be in writing signed by or on behalf of the party giving the same, sent by United States registered or certified mail, addressed to the other party, at its respective address stated above or below or such other address as either shall hereafter furnish the other in writing, and shall be effective from the date of receipt, except for such sent by Lessor which shall be effective from the date of mailing. Lessee shall advise Lessor within thirty (30) days of any change in Lessee's address, or any change in the address of the driver of the Vehicle.
- 28. **ENTIRE AGREEMENT.** This Agreement and any and all Schedules added hereto constitute the entire agreement between the parties and shall not be amended or altered in any manner except by an instrument in writing executed by both parties and attached hereto.
- 29. **IDAHO LAW GOVERNS.** The Lease shall not be effective unless and until accepted and executed by an officer of Lessor. The Lease and the rights and obligations of the parties hereunder shall be construed, interpreted and determined by the laws of the State of Idaho; Gem County shall be the proper venue.
- 30. **SEVERABILITY.** Any provision of the Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.
- 31. **JOINT AND SEVERAL LIABILITY.** If more than one Lessee executes the Lease, their obligations under the Lease shall be primary, joint and several.
- 32. **Non-Appropriation.** Notwithstanding anything contrary contained in this Agreement, if no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law, Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peaceably surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicles performing functions similar to the vehicles for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.

Dated: _____

<p>LESSEE</p> <p>ADDRESS</p>	<p>Signature _____</p> <p>Signature _____</p>
---	--

Signature _____ _____	
Signature _____ _____	
Signature _____ _____	LESSOR Signature _____ _____



R & M Steel Company
P.O. Box 580
Caldwell, ID 83606

Phone: 208 - 454-1800
Fax: 208 - 454 -1801
Website: rmsteel.com
aviationbuildingsystem.com
Email: sales.rmsteel@gmail.com



Frame Building Offer To Purchase and Request for Proposal

Form Revision: #4 Revised 09/30/2019

Quote Number EG-200816-1 MC REV. 1

Sales Contact MILT CHRISTENSEN

Date 8/25/2020

CJE

1. Builder Information

Builder	City of Emmett		
Address	501 Main St.		
City, ST, Zip	Emmett	ID	83617

Contact Name	Mike Knittel
Phone	208-398-2100
Fax	
Cell	208-870-7067
Other	

Email

Other Information

2. Project Information

Job Name	Fiber Optic Building
Address	1548 Cascade
City	Emmett
State	ID
Zip	83617
Country	USA
Job Site	City
County	Gem
Building Usage	3.3 Equipment Service

Other Information

2 Identical Buildings - Design, Manufacture and Ship at the same time

3. Plans and/or Specifications

No Yes (Form S-3 Must Be Included)

Delivery Notice	Clint Seasmans	Phone	208-602-1396
Ship Via	R & M Steel Company Truck	Requested Delivery Date	

4. Drawings

Additional Mailing For:

Approval Drawings	1	Company			
Permit Plans	3	Name			
Final Plan Sets	2	Address			
Design Calculations	1	City, ST, Zip			
Drawing Size B 11x17 EXTRA SETS \$		Phone		Cell	
Electronic Drawings - Digital Seal		Email			
Electronic Calculations - Digital Seal					

Building Information**30.1 Total**

ATTENTION: Price is valid for 30 days from date of quotation.

Building must be shipped on or before:

- 1) 20% down payment in the amount of: \$3,950.00
- 2) 50% production down payment in the amount of: \$9,875.00
(After Drawings are Received)
- 3) Balance due by Cashier's Check upon delivery.

F.O.B. Truck: Emmett, ID
or Nearest Accessible Site

Sub Total: \$19,750.00**IDAHO Tax 0.00%** \$0.00**Total:** \$19,750.00**PRICE SUBJECT TO MILL INCREASE****CUSTOMER RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL TAXES, PERMITS AND FEES.**

If this is part of a multi-building project
 please input Parent Job Number:

List any attached/additional buildings below:

31. Alternates (The following items are not included in the above price) *

Qty	Description	Yes	No	Price
	Add: Standard Foundation Design: Ref: Form S-4: Foundation Design Data Add: \$	<input type="checkbox"/>	<input type="checkbox"/>	\$850.00

* Excludes tax but includes freight

32. Notes

Included:

- 1 - 4'-4" X 7'-2" Framed Opening
- 1 - 4070 Door Canopy
- Insulation: Roof:R-19 VR-R; Wall: R-19 VR-R

Includes: 2nd Identical 14' x 20' x 10' @ 1:12

- 1 - 4'-4" X 7'-2" Framed Opening
- 1 - 4070 Door Canopy
- Insulation: Roof: R-19 VR-R; Wall: R-19 VR-R

Note: 2 Identical Buildings - Design, Manufacture & Ship at the same time

Building Information

Conditions Section 2

- 6) **Acceptance:**
 - a) This proposal is not a contract until signed by Buyer and accepted by an executive officer of Seller and when accepted, constitutes the entire contract between Buyer and Seller.
- 7) **Application of Law:**
 - a) **Arbitration:** If, in the event of any dispute or controversy arising out of this contract, its performance or breach, the parties to-wit are unable to settle the dispute themselves, such dispute shall be submitted to arbitration as provided by the Uniform Arbitration Act, Idaho Statutes Title 7 Chapter 9.
 - b) This contract will be deemed to have been made in accordance with the laws of the State of Idaho. The jurisdiction and venue of any court action will be in the County of Canyon, State of Idaho, or such other forum as R & M Steel Company may select and shall be interpreted. The rights and liabilities of the parties hereto determined, in accordance with the Uniform Commercial code of Idaho or other applicable Idaho laws except as otherwise specified on this document. In the event of litigation, the prevailing party may recover court cost and reasonable attorney's fees.
 - c) If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this contract, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8) **Additional Terms:**
 - a) In the event that terms or conditions stipulated in the Buyer's purchase order are inconsistent with the Seller's General Conditions of Contract, the Seller's General Conditions of Contract shall govern. Any Purchase Order issued by Buyer and accepted by Seller on the basis of this quotation, or any modification thereof, incorporates, by reference, all the provisions of these General Conditions of Contract.
 - b) The Buyer agrees that this purchase order and any change orders thereto issued by Seller under this order shall constitute the exclusive statement of the specifications of the materials furnished hereunder. Seller shall assume that the materials described therein are in all respects the materials required by Buyer and its customer, and Buyer shall bear the sole responsibility for correcting any nonconformity between the specifications appearing in said purchase order or change orders and the materials required in fact by its customer.
 - c) Claims by Buyer for correction of alleged errors by Seller on materials supplied by Seller shall be disallowed unless Seller shall have:
 - i) Received prior notice of alleged error within 48 hours of discovery of same.
 - ii) Been allowed reasonable inspection opportunity.
 - iii) Provided prior written approval of correction. Seller's liability for correction of such errors shall be strictly limited to repair or replacement of affected products at the sole option of Seller. No claims for consequential damages shall be allowed. Field correction of minor misfits using moderate amounts of drilling, reaming, and cutting are a part of normal installation are not subject to claim.
 - d) Any claims of shortages or damages by Buyer must be made on the packing list at time of delivery. Claims for hidden shortages must be made to Seller within fourteen (14) days after delivery, or such claims will be considered to have been waived by the buyer and disallowed.
 - e) The Seller reserves the right to change or modify the design and construction of its standard components from time to time and to substitute material equal to or superior to that originally specified.
 - f) No waiver or breach of any provisions of these conditions shall constitute a waiver of any other breach or of such provision. If any provision of the Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

I have read the above general conditions and understand them.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Dated this 26th day of August year 2020 Buyer (print) Mike Kuntzel
 Signature [Handwritten Signature] Title (print) IT Director

Acceptance by R & M Steel Company

R & M Steel Company, acting at its Home Office in Caldwell, Idaho, does hereby accept the foregoing Offer of Purchase.

Acceptance Date: _____ R & M Steel Company, Seller By: _____



R & M Steel Company
P.O. Box 580
Caldwell, ID 83606



Phone: (208) 454-1800
Fax: (208) 454-1801
Website: rmsteel.com
aviationbuildingsystem.com
Email: sales.rmsteel@gmail.com

FORM S-4 : FOUNDATION DESIGN DATA

Form Revision: #3 Revised 10/01/2019

Builder City of Emmett **Project** Fiber Optic Building
Quote Number EG-200816-1 MC REV. 1 **Location** Emmett **ID**

Loading & Design Criteria

Building Code IBC-2015

- Yes No
- Does building have masonry wainscot on any walls? (If yes, provide sketch showing location, height and openings)
 - Retaining wall or dock wall (If yes, provide sketch showing location and heights)

Foundation Criteria

Slab Information

- No Slab → If No Slab Present Then Select
- 4"
 - 5 1/2"
 - 4 1/2"
 - 6"
 - 5"
 - Other
 - Earth Floor
 - Existing A/C Pavement
 - Existing Concrete
 - Other

Soil Information

- 1,500 PSF
- I have a soils report (Report Required)

Concrete Strength

Design = 2,500 psi
Footings & FDN = 3,000 psi
Floor Slab = 3,500 psi

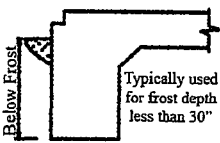
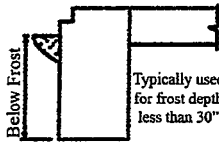
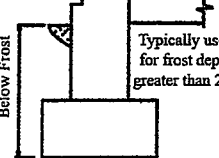
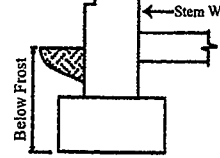
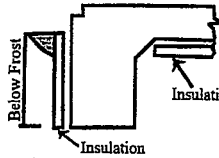
Floor Reinforcement

- Fibermesh
- Welded Wire Mesh
- Rebar
- None

Frost Depth

24"

Footing Type

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Monolithic Construction)	(Grade Beam)	(Grade Beam & Footing)	(Concrete Stem Wall)	(Frost Protected)
Std. Spread Footings	Frost Wall & Slab	Perimeter Footing, Frost Wall & Slab	Concrete Stem Wall	Shallow Foundation (36" Frost Depth or Greater)
				
	Typically used for frost depth less than 30"	Typically used for frost depth greater than 24"		Insulation Insulation \$\$ Extra Charge \$\$

Special Instructions

Plans & Calcs

You will receive 4 sets of stamped plans and 2 sets stamped calculations.

Additional Plans - \$ Extra Charge \$ Additional Calcs - \$ Extra Charge \$

Foundation will be designed per loading & design criteria, foundation criteria and special instructions.

[Signature] 8-25-20
Signature of Authorized Representative Date

RESOLUTION # R2020-08

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EMMETT, IDAHO
AUTHORIZING EMERGENCY EXPENDITURES UNDER TITLE 67 OF THE
IDAHO CODE**

WHEREAS, on March 24, 2020, the Emmett City Council approved Resolution R2020-04: 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; and

WHEREAS, on March 24, 2020, the Emmett City Council passed Ordinance 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; and

WHEREAS, the Emmett City Council finds that the emergency continues to exist in that the public interest and necessity demand immediate expenditure of public money in that it is necessary to do emergency work to safeguard life, health, or property without compliance with formal bidding requirements; and,

WHEREAS, such emergency work is limited to Emmett Critical Infrastructure and Public Safety Fiber Optics Project ("Project"), which has a completion deadline of December 15, 2020 and resources for contractors and materials are in high demand and low supply.

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

FIRST, pursuant to Title 67, Chapter 28 of the Idaho Code, the Emmett City Council declares that an emergency continues to exist in that the public interest and necessity demands immediate expenditure of public money to do emergency work to safeguard life, health, or property without compliance with formal bidding requirements.

SECOND, for the purpose of **the above described Project only**, the Emmett City Council modifies the City of Emmett Purchasing Policy upon the passage of this Resolution thru December 15, 2020 to allow the Systems Administrator, Mike Knittel, to enter into agreements with vendors for expenditures up to but not exceeding \$577,850 without the requirement of City Council approval under one of the following conditions: (1) the Systems Administration Department has the funds necessary in its current appropriated budget to cover such costs, or (2) funds are available to the City under its

portion of the Department of Commerce Broadband Grant, or (3) in combination of the two funding sources.

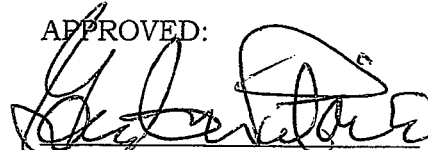
Passed 25 Aug, 2020 by the following vote:

AYES: 6

NOES: 0


ABSENT: 0

APPROVED:



MAYOR

ATTEST:



CITY CLERK

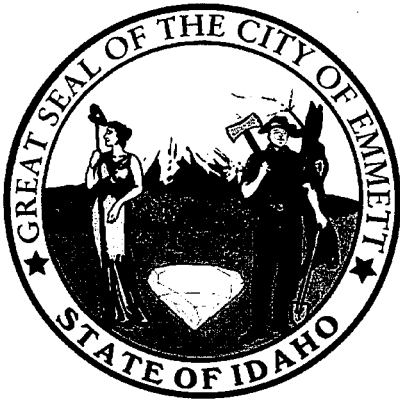
Delta Electric LLC.
 1106 ROYALTY AVE
 EMMETT, ID 83617 US
 deltaelectric.scott@gmail.com



City of Emmett
 501 E Main St
 Emmett, ID 83617
 United States

INVOICE 1102
 DATE 09/03/2020
 TERMS Due on receipt
 DUE DATE 09/03/2020

	DESCRIPTION	QTY	RATE	AMOUNT
Service	Diesel generator package for the waste water facility headworks building. Price includes transfer switch, generator, conduit, wire, grounding, labor, and permit.			67,355.00
BALANCE DUE				\$67,355.00



SYSTEMS ADMINISTRATION

CITY OF EMMETT

501 E. MAIN ST.– EMMETT, ID 83617

PHONE (208) 398-2100

WWW.CITYOFEMMETT.ORG

“Driven by innovation”

September 3, 2020

Annex Building upgrade/remodel

Mayor and Council,

As we have discussed in recent council meetings, one of the projects we are pursuing with COVID-19 recovery monies is an upgrade to the Annex building 2nd floor to accommodate as a backup Emergency Operations Center. When not in use for that function, it will serve as a training/meeting room. We have submitted for pre-approval with the State Controller’s Office for this project and anticipate a positive answer soon. Below is the breakdown of costs for the project.

- **JSE Enterprises LLC, \$78,500**
 - **Remodel of the room, addition of bathroom, electrical, HVAC, ADA compliance**
- **CompuNet \$32,579.64**
 - **Audio/Video upgrades**
- **Payette River Electrical \$38,575**
 - **Backup Generator and installation**
- **City of Emmett \$15,915**
 - **Network routers, switches, battery backups, network cabling, wifi radios, and network racks**
- **Project Total = \$165,569.64**

Once approved, items and invoices for this project will be coded out of the IT Department’s Grant Expense line. This will make it easy for us to work with the City Clerk to track reimbursements coming back into our accounts.

Motion: *Approve the Annex Building upgrade/remodel project in the total amount of \$165,569.64 contingent on project pre-approval through the Idaho State Controller’s Office.*

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

JSE ENTERPRISES, LLC



Specializing In Custom Aircraft Hangars

General Building Contractor ▫ State of Idaho ▫ License RCE-11457
Commercial ▫ Residential ▫ Remodel

Jeff Ekberg

9727 Purple Sage Road, Middleton Idaho 83644 Cell 208.440.4244 ▫

Email JSE.JeffEkberg@yahoo.com

Website CustomAircraftHangars.com

**Built With Integrity ▫ Driven By Performance ▫
Measured By Quality**

8-18-20

Re-vised Bid for Construction

City of Emmett, Annex Building Remodel

1-Remove all existing lighting, demolition of stage, open walls as needed	\$2600.00
2-Frame in new walls as per Public Works request	\$2450.00
3-Bonded Plumber, rough in ADA restroom, connecting to existing	\$6800.00
4-Bonded Electrician, rough in as per Mike Knittel request	\$9900.00
5-Bonded HVAC contractor, relocate mini-split, restroom fan, and server room	\$3900.00
6-Drywall, tape, texture new as well as all existing	\$9800.00
7-Paint all walls and ceilings as required. Owners color pick	\$2500.00
8-Install new grid ceiling, insulated panels, owners color pick	\$9950.00
9-Flooring to be carpet squares, with commercial carpet on stairs.	\$9700.00
10-Install new insulated window coverings	\$2200.00
11-Install new micro-split HVAC for server and new offices	\$3400.00
12-Install Stairlift , ADA assistance stair chair	\$3900.00
13-JSE labor, tools, equipment, overhead, profit	\$4900.00
14-JSE materials purchased	\$5500.00
15-Upgrade entire area to qualify as ADA compliant	\$1000.00

Total amount of bid **\$78,500.00**

Bill To:
City of Emmett
 501 E Main St
 Emmett, ID 83617

Ship To:
City of Emmett
 501 E Main St
 Emmett, ID 83617

Quote Information:
Quote #: DD149965
 Version: 1
 Delivery Date: 08/20/2020
 Expiration Date: 09/19/2020

Prepared by:
 Derrick Dubois
 (208) 813-3191
 ddubois@compunet.biz

Prepared for:
 Mike Knittel
 (208) 365-6055
 mknittel@cityofemmett.org

Hardware

Description	List Price	Price	Qty	Ext. Price
TesiraFORTE DAN VT4 Fixed I/O DSP with 4 analog inputs, 4 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 4 inputs), 2 channel VoIP, and standard FXO telephone interface	\$2,998.00	\$1,806.02	1	\$1,806.02
XSM1U Chief Fusion Wall Fixed Wall Mount for Flat Panel Display - Black - 1 Display(s) Supported - 55" to 100" Screen Support - 250 lb Load Capacity	\$281.00	\$203.13	4	\$812.52
DM-DA4-4K-C 1:4 4K HDMI® to DM 8G+® & HDBaseT® Splitter	\$2,700.00	\$1,626.51	1	\$1,626.51
DM-RMC-4KZ-100-C DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver & Room Controller 100	\$900.00	\$542.17	4	\$2,168.68
SAROS IC6T-W-T-EACH Saros® 6.5" 2-Way In-Ceiling Speaker, White Textured, Single	\$230.00	\$138.55	6	\$831.30
AMP-X50MP X Series Media Presentation Amplifier	\$450.00	\$271.08	1	\$271.08
MPC3-102-B 3-Series® Media Presentation Controller 102	\$1,090.00	\$656.63	1	\$656.63
PW-5430DUS High-Efficiency Power Pack	\$300.00	\$180.72	1	\$180.72
USB-EXT-2 KIT USB over Category Cable Extender, Local and Remote	\$1,000.00	\$602.41	1	\$602.41
65UT640S0UA LG Digital Signage Display - 65" LCD - 3840 x 2160 - LED - 400 Nit - 2160p - HDMI - USB - SerialEthernet - Black - TAA Compliant	\$1,246.00	\$1,011.81	2	\$2,023.62

Hardware

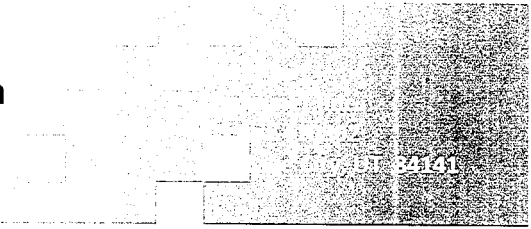
Description	List Price	Price	Qty	Ext. Price
75UT640S0UA LG 75" UT640S Series UHD Commercial Signage TV - 75" LCD - 3840 x 2160 - LED - 315 Nit - 2160p - HDMI - USB - SerialEthernet - Black - TAA Compliant	\$2,450.00	\$1,982.55	2	\$3,965.10
MXA910W-US Flanged Ceiling Array Microphone with Shure® Inetllimix® DSP Suite, White	\$4,999.00	\$3,613.25	2	\$7,226.50
999-99200-000 Vaddio RoboSHOT Elite Video Conferencing Camera - 8.5 Megapixel - 60 fps - Black - USB 3.0 - 1 Pack(s) - 8.6 Megapixel Interpolated - 1920 x 1080 Video - Exmor R CMOS Sensor - Auto/Manual - Network (RJ-45)	\$3,508.00	\$2,958.55	1	\$2,958.55

 Subtotal: **\$25,175.60**
Pro Services

Description	List Price	Price	Qty	Ext. Price
CNet Pro Services-Cabling CompuNet Professional Services-Cabling Services	\$1,600.00	\$1,600.00	1	\$1,600.00
CNet Pro Services-IMS CompuNet Professional Services- Installation	\$3,600.00	\$3,600.00	1	\$3,600.00
CNet Pro Services-IMS CompuNet Professional Services- Programming	\$1,950.00	\$1,950.00	1	\$1,950.00
CNet Pro Services-Project Materials Project Materials- Misc Cables and Hardware	\$300.00	\$300.00	1	\$300.00

 Subtotal: **\$7,450.00**
Shipping

Description	Qty
Shipping Ground Shipping To Be Determined, Billed As Actual	1



Quote Summary

Description	Amount
Hardware	\$25,129.64
Pro Services	\$7,450.00
Total:	\$32,579.64

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

City of Emmett

Signature: _____

Name: _____

Date: _____



Payette River Electric & Controls LLC
2850 N Plaza Rd
Emmett, ID 83617

Phone #
208-590-4479

Estimate

Date	Estimate #
8/13/2020	1012

Name / Address
City of Emmett Clint Seamons 501 E. Main St. Emmett, ID. 83617

Description	Qty
Commercial Grade Generator Package, Cummins Natural Gas unit with Automatic transfer switch and factory startup.	1
Gas piping from existing meter	1
New service and Hookup of existing panel to Automatic transfer switch	1
Total	
	\$38,575.00

RESOLUTION # R2020-10

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EMMETT, IDAHO
AUTHORIZING EMERGENCY EXPENDITURES UNDER TITLE 67 OF THE
IDAHO CODE**

WHEREAS, on March 24, 2020, the Emmett City Council approved Resolution R2020-04: 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; and

WHEREAS, on March 24, 2020, the Emmett City Council passed Ordinance 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; and

WHEREAS, the Emmett City Council finds that the emergency continues to exist in that the public interest and necessity demand immediate expenditure of public money in that it is necessary to do emergency work to safeguard life, health, or property without compliance with formal bidding requirements; and,

WHEREAS, such emergency work is limited to Annex 2nd Floor Upgrade/Remodel ("Project"), which has a completion deadline of December 15, 2020 and resources for contractors able to complete the project in an expedited time frame coupled with long lead times for several key pieces of equipment for the project.

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

FIRST, pursuant to Title 67, Chapter 28 of the Idaho Code, the Emmett City Council declares that an emergency continues to exist in that the public interest and necessity demands immediate expenditure of public money to do emergency work to safeguard life, health, or property without compliance with formal bidding requirements.

SECOND, for the purpose of **the above described Project only**, the Emmett City Council modifies the City of Emmett Purchasing Policy upon the passage of this Resolution thru December 15, 2020 to allow the Systems Administrator, Mike Knittel, to enter into agreements with vendors for expenditures up to but not exceeding \$165,569.64 without the requirement of City Council approval under one of the following conditions: (1) the Systems Administration Department has the funds necessary in its current appropriated

budget to cover such costs, or (2) funds are available to the City under its portion of the Coronavirus Financial Advisory Committee fund appropriations, or (3) in combination of the two funding sources.

Passed _____, 2020 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Submitted to : City of Emmett
Mike Knittel
mknittel@cityofemmett.org

Date: 8/21/20

Project Name: City of Emmett Covid Grant

Location: Emmett, IDAHO

Includes:

- Underground installation of (3) 1.25" duct (plow, trench, directional drill)
- Fiber vault pull boxes
- Fiber installation in duct
- ITD, County, Canal and Irrigation permits
- Fiber Splicing
- Design/Engineering

Does not include the following:

- Railroad Permit
- Material

Splicing: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to the specifications and standard practices. "Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Project completion will be no later than December 1st 2020. All agreements are contingent upon strikes, accidents or delays beyond Tek-Hut, Inc.'s control. Tek-Hut, Inc.'s workers are fully covered by Workers' Compensation Insurance. Tek-Hut, Inc. may withdraw this proposal if not accepted within 14 days from the date of the proposal. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees. All invoices are due within 30 days of invoice date.

Tek-Hut, Inc.

Authorized Signature _____ Date 9/3/20

Acceptance of proposal – the above prices, specifications and conditions are satisfactory and are hereby accepted. Tek-Hut, Inc. is authorized to the work as specified. Payment will be made as outlined above.

City of Emmett

Authorized Signature _____ Date _____



yellow is new construction of 1.25 conduit, requires drilling, then fiber installation, then splicing 4 strands
red is separate 144 count install. 12 count into building, with splice case in vault at street for fire stations.
Footage is 1748



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

Wednesday, September 02, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Idaho Transportation Department State/Local Agreement for railroad crossings projects at N Wardwell Ave and N Johns Ave and Resolution with Mayor to sign.**

Attached is the agreement and resolution for your review.

Thank you,

Clint Seamons
Public Works Director

**STATE/LOCAL AGREEMENT
(RAILROAD CROSSINGS)**

**PROJECT NO. A020(364)
N WARDWELL AVE INPR RRX
GEM COUNTY
KEY NO. 20364**

**PROJECT NO. A020(578)
N JOHNS AVE INPR RRX
GEM COUNTY
KEY NO. 20578**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD**, by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter collectively called the State, and the **CITY OF EMMETT** acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State program Project Nos. A020(364) and A020(578) for Federal-aid and State Railroad Grade Crossing Protection Account funds, and be the Sponsor's representative in developing and constructing N Wardwell Ave INPR RRX at crossing number 818726X and N Johns Ave INPR RRX at crossing number 818728L. The work is to upgrade the surfacing to insulated concrete planking, work by the Idaho Northern & Pacific Railroad, and paving through the crossing area by the City of Emmett.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. That the State will:

1. Provide the design effort, including the required environmental document, and acquire any additional rights-of-way needed for the project.
2. Administer construction of the project and pay all construction costs and upon completion of the work, notify the Sponsor thereof.
3. Bill the Sponsor for any federal or state funds expended on the project which are to be repaid by the Sponsor if the project is terminated prior to completion.

SECTION II. That the Sponsor will:

1. Authorize the State to administer the project.
2. Approve the project design.

3. Reimburse any federal or state funds expended on the project if the project is terminated prior to completion.
4. Upon notification of project completion, maintain the project to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
5. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.
6. Comply with Attachment 1, attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

SECTION III.

1. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
2. During construction, the latest edition of the State's *Guide for Utility Management* will be followed in all matters relating to utilities.
3. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to

time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

EXECUTION

This Agreement is executed for the State by its Highways Construction and Operations Division Administrator; and executed for the Sponsor by the Mayor, attested to by the city clerk, with the imprinted corporate seal of the City of Emmett.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Division Administrator
Highways Construction and Operations

RECOMMENDED BY:

District Engineer

ATTEST:

CITY OF EMMETT

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____

hm:20364 20578 RRX SLA.docx

ATTACHMENT 1

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

RESOLUTION # R2020-11

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF EMMETT**, hereafter called the **CITY**, for construction of N Wardwell Ave INPR RRX and N Johns Ave INPR RRX; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A020(364) and A020(578) are hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly called special (X-out non-applicable term)* meeting of the City Council, City of Emmett, held on

_____ , _____ .

(Seal)

City Clerk



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

Wednesday, September 02, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Idaho Transportation Department Local Public Agency's Certificate of Completion of Right Of Way Activities on N Johns Ave project number A020(578) with Mayor to Sign.**

Attached is the Certificate of Completion for your review.

Thank you,

Clint Seamons
Public Works Director

Local Public Agency's Certificate Of Completion Of Right-Of-Way Activities

Idaho Transportation Department



Key Number 20578	Project Number A020(578)	Project Name N JOHNS AVE INPR RRX, EMMETT
Local Public Agency City of Emmett		

Complete the applicable section below and the Certification section.

Right of Way is Not Required

- All work will be done within the existing right of way
- No utilities are involved in this project
- Utilities are impacted and agreements are in place. Number of Utilities _____

Right of Way is Required

- Number of ownerships acquired _____ Total amount paid \$ _____
- Number of parcels in condemnation or pending final settlement _____
- Number of Relocations _____
- No utilities are involved in this project
 - Utilities are impacted and agreements are in place. Number of Utilities _____

Certification

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed \$5,000.00.

Agency Contact's Name (Printed)	Phone Number	E-Mail Address	
Attester's Signature (Clerk or Secretary)	Date	Chairman, President, or Mayor's Signature	Date



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

Wednesday, September 02, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Idaho Transportation Department Local Public Agency's Certificate of Completion of Right Of Way Activities on N Wardwell Ave project number A020(364) with Mayor to Sign.**

Attached is the Certificate of Completion for your review.

Thank you,

Clint Seamons
Public Works Director

Local Public Agency's Certificate Of Completion Of Right-Of-Way Activities

Idaho Transportation Department



Key Number 20364	Project Number A020(364)	Project Name N WARDWELL AVE INPR RRX, EMMETT
Local Public Agency City of Emmett		

Complete the applicable section below and the Certification section.

Right of Way is Not Required

- All work will be done within the existing right of way
- No utilities are involved in this project
- Utilities are impacted and agreements are in place. Number of Utilities _____

Right of Way is Required

- Number of ownerships acquired _____ Total amount paid \$ _____
- Number of parcels in condemnation or pending final settlement _____
- Number of Relocations _____
- No utilities are involved in this project
 - Utilities are impacted and agreements are in place. Number of Utilities _____

Certification

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed \$5,000.00.

Agency Contact's Name (Printed)	Phone Number	E-Mail Address	
Attester's Signature (Clerk or Secretary)	Date	Chairman, President, or Mayor's Signature	Date



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

Wednesday, September 02, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Keller Associates Amendment to Owner-Consultant Agreement Amendment No 1 in the amount of \$23,500.00 for 12th Street Booster Station project with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons
Public Works Director

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 1

Background Data:

Effective Date of Owner-Consultant Agreement: February 24, 2020
Effective Date of this Amendment: _____
Owner: City of Emmett, Idaho
Consultant: Keller Associates, Inc.
Project: 12th Street Booster Station
KA # 210022-059

Nature of Amendment:

This amendment modifies the Scope of Work, schedule, and compensation for services provided under the existing contract agreement between Keller Associates, Inc. ("Consultant") and the City of Emmett ("Owner"), dated February 24, 2020. The original contract contemplated Consultant providing Final Design and Construction Engineering services. However, a scope of work and compensation was not established which is added as part of this amendment. Any conflicting provisions will be resolved in favor of this Amendment.

Description of Modifications:

Revise Task 1 (Project Management and Meetings)

1. Increased project schedule and scope associated with this amendment necessitate additional meetings and project administration; services as provided in the original Scope of Work.
 - a. The budget assumes one meeting following the 90% plan development. The purpose of the meeting will be to review work, project objectives, and construction constraints.
- Establish Scope of Work for Task 3 and 5 (Final Design and Construction Engineering Support) to include the following:

Task 3: Final Design

Consultant Responsibilities

The Consultant will prepare 90% and 100% plans for 12th Street Booster Station.

1. It is assumed no additional predesign or permitting work will be required.
2. No separate, written technical specifications or bid documents will be developed. Specifications for materials and work constraints will be shown on the drawings as the City will be installing the booster station. Drawings will consist of approximately seven sheets to include a cover page with vicinity map and table of contents, drawing legend, utility plan, two detail sheets, site plan, and electrical sheet. Plans will not include grading or drainage.
3. Plans will detail location of booster facility, yard pipe routing (to be coordinated with developer), electrical routing, location of communication hut, and location of future

chlorine structure. It is assumed that setbacks will be waived for the western property edge near the stormwater retention pond.

4. The plans will identify general electrical provisions, wiring, and connections necessary to provide power and control circuitry to booster facility and communication hut. Connections to booster station are anticipated to include a single power connection and a single communication connection. Electrical plans will include location of Generator, ATS and distribution network for standby power.
5. The budget assumes work will not include surveying, structural modifications, controls or SCADA integration. SCADA integration and programming will be completed by the Owner's integrator. It is assumed that booster facility will be installed on a compacted subbase and a concrete pad will not be necessary.
6. The Consultant will submit stamped plans to the Idaho Department of Environmental Quality (DEQ) for agency review. The Consultant will respond to DEQ comments, provide clarification, and revise drawings. Budget assumes one round of review comments and resubmittal.

City Responsibilities

1. Review and comment on Consultant deliverables in a timely manner.

Deliverables

1. 90% and 100% plans.

Task 5: Construction Engineering Support

Consultant responsibilities

1. Consultant will review submittals from Pump Station and Generator supplier for conformance with Pre-purchase specifications. Consultant will assist Owner in reviewing Pay Applications from suppliers.
2. The Consultant will provide intermittent observation and plan clarification support services. The budget assumes two site visits during construction and one site visit for startup of the booster station and generator, amounting up to a total of 20 hours.
3. The Consultant will prepare a letter informing DEQ that construction is complete based on field observations and information provided by the Owner. The Consultant will submit letter to DEQ within thirty (30) calendar days of construction completion. The budget assumes construction will not materially deviate from the approved plans and that creation and submission of Record Drawings will not be required. Operation and Maintenance manual will be provided by Pump Station Manufacturer and reviewed by Consultant. Consultant has not included budget for developing an Operations and Maintenance Manual.

City Responsibilities

1. Coordinate construction observations with the Consultant.

2. Owner to construct the improvements (booster station installation, yard piping, communications hut, generator/ATS installation).

Deliverables

1. DEQ project completion letter.

Schedule:

The Consultant anticipates completing the Final Design and submitting to DEQ within two months of receiving the signed amendment. It is anticipated that construction will be completed over a 5-week period.

Compensation Summary:

Task	Billing Basis	Original Agreement	This Amendment	Total
Task 1: Project Management and Meetings	LS	\$4,900	\$3,100	\$8,000
Task 2: Booster Station Equipment Pre-Purchase Support	LS	\$30,200	\$0	\$30,200
Task 3: Final Design	LS	TBD	\$15,500	\$15,500
Task 4: Bidding Support	LS	\$10,700	\$0	\$10,700
Task 5: Construction Engineering Support	T&M	TBD	\$4,900	\$4,900
Total		\$45,800	\$23,500	\$69,300

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

OWNER: CITY OF EMMETT, IDAHO

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: _____
 Name: _____
 Title: _____
 Address: 501 E Main Street
 Emmett, Idaho 83617
 Telephone: 208-365-6050
 Date: _____

Signature: Larry S Rupp
 Name: Larry Rupp
 Title: Principal
 Address: 131 SW 5th Ave., Suite A
 Meridian, Idaho 83642
 Telephone: (208) 288-1992
 Date: 8-28-2020

**CITY OF EMMETT
STATE OF IDAHO
RESOLUTION #R2020-09**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EMMETT:

- **Making Findings; and**
- **Providing for the Joint Development Impact Fee Advisory Committee as a Standing Committee; and**
- **Establishing an Effective Date.**

NOW, THEREFORE, BE IT RESOLVED by the Emmett City Council, in Gem County, State of Idaho:

Section 1: Findings

It is hereby found by the Emmett City Council that:

- 1.1 The City of Emmett's (the "City") duty and responsibility is to provide for a safe roadway system; and
 - 1.2 The City provides for a roadway system within its boundaries; and
 - 1.3 The City is experiencing and is affected by considerable growth and development; and
 - 1.4 The *Idaho Development Impact Fee Act* (the "Act") codified at Chapter 82 of Title 67 Idaho Code provides for:
 - The imposition, collection and expenditure of development impact fees in accordance with the provisions of the Act; and
 - The promotion of orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the costs of new public facilities needed to serve new growth and development; and
 - Minimum standards for the adoption of development impact fees ordinances by governmental entities which are authorized to adopt ordinances; and
 - The contents of a capital improvements plan and the process to be followed for the adoption of a capital improvements plan.
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- 1.5 The City is a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance; and
- 1.6 The City has retained Anne Wescott of Galena Consulting, a qualified professional in the field of public administration, to prepare an impact fee study and capital improvements plan in consultation with the Joint Advisory Committee; and
- 1.7 Gem County (the “County”) and the Gem County Fire Protection District #1 (the “District”) have also retained Galena Consulting to prepare impact fee studies and capital improvements plans; and
- 1.8 It is the intent of the City Council to establish together with the County and the District a Joint Advisory Committee in accordance with the provisions of this Resolution.

Section 2: Establishing the Joint Advisory Standing Committee.

Joint Development Impact Fee Advisory Standing Committee

- 2.1 **Committee Created:** A joint standing committee of the City of Emmett, Gem County, and the Gem County Fire Protection District #1 is established.
 - 2.2 **Committee Name:** The Joint Standing Committee is known and shall continue to be known and designated as the “Gem County Joint Development Impact Fee Advisory Standing Committee” [hereinafter in this chapter referred also as “Joint Advisory Committee” or “Committee”].
 - 2.3 **Membership:** The members on the Committee shall be appointed by the Emmett City Council, Gem County Board of Commissioners and the Gem County Fire Protection District #1 Board of Commissioners for a term until the next January regular meeting or until someone is appointed in his/her place, and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development, building or real estate and at least two (2) or more members shall not be employees or officials of the City of Emmett, of Gem County or of the Gem County Fire Protection District #1.
 - 2.3.1 The members will be appointed during the January regular meeting of the City Council and the Boards of Commissioners for a term of one (1) year.
 - 2.3.2 Any vacancy on the Committee shall be filled by mutual appointment and confirmed by the Emmett City Council, Gem County Board of Commissioners and the Gem County Fire Protection District #1 Board of Commissioners.
 - 2.4 **Charge:** The Joint Advisory Committee shall serve as an advisory committee to the Emmett City Council, Gem County Board of Commissioners and the Gem County
-

Fire Protection District #1 Board of Commissioners and is charged with the following responsibilities:

- 2.4.1 Assist the City of Emmett, Gem County and the Gem County Fire Protection District #1 in adopting land use assumptions; and
- 2.4.2 Review the Capital Improvements Plan; and
- 2.4.3 Monitor and evaluate implementation of the Capital Improvements Plan;
- 2.4.4 File with the City of Emmett, Gem County and the Gem County Fire Protection District #1 at least annually, with respect to the Capital Improvements Plan a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Fire District Impact Fees;
- 2.4.5 Advise the Emmett City Council, Gem County Board of Commissioners and the Gem County Fire Protection District #1 Board of Commissioners of the of the need to update or revise land use assumptions, Capital Improvements Plan and Development Impact Fees; and
- 2.4.6 The City of Emmett shall make available to the Joint Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan and periodic updates of the Capital Improvements Plan.

2.5 Joint Advisory Committee Organization: The Emmett City Council, Gem County Board of Commissioners and the Gem County Fire Protection District #1 Board of Commissioners shall agree on how the Joint Advisory Committee shall be staffed in order to provide the Committee with needed information for the Committee's review and to provide for its compliance with the Open Meeting Law [Chapter 2 of Title 74 Idaho Code].

- 2.5.1 The Joint Advisory Committee shall select its officers, which include a Chairman and Vice Chairman.
 - 2.5.2 The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.
 - 2.5.3 A staff member agreed upon by the Emmett City Council, Gem County Board of Commissioners and the Gem County Fire Protection District #1 Board of Commissioners shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.
 - 2.5.4 The Committee shall establish a regular meeting schedule.
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- 2.5.5 The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the Emmett City Council, Gem County Board of Commissioners and the Gem County Fire Protection District #1 Board of Commissioners.
- 2.5.6 Fifty percent (50%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.
- 2.5.7 A majority vote of those present at any meeting is sufficient to carry motions.
- 2.6 **Reporting:** The Joint Advisory Committee reports directly to the Emmett City Council, Gem County Board of Commissioners and the Gem County Fire Protection District #1 Board of Commissioners.
- 2.7 **Emmett City Council, Gem County Board of Commissioners and the Gem County Fire Protection District #1 Board of Commissioners Review of Committee's Reports and Recommendations:** The Emmett City Council, Gem County Board of Commissioners and the Gem County Fire Protection District #1 Board of Commissioners shall each consider the Joint Advisory Committee's recommended revision(s) at least once every twelve (12) months. The Joint Advisory Committee's recommendations and the City Council's and Board of Commissioners' actions are intended to ensure that the benefits to a Development paying Impact Fees are equitable, so that the Impact Fee charged to the Development shall not exceed a Proportionate Share of System Improvements Costs, and that the procedures for administering the Impact Fees remain efficient.

Section 3: Effective Date

- 3.1 This resolution shall be in full force and effect after its passage and approval and after approval of a similar resolution by Gem County Board of Commissioners and Gem County Fire Protection District #1 Board of Commissioners.

PASSED BY THE CITY COUNCIL of the City of Emmett, Gem County, State of Idaho, this ____ day of _____, 2020.



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

Wednesday, September 02, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Payette River Regional Technical Academy hangar lease agreement with Mayor to sign.**

Attached is the hangar lease agreement for your review.

Thank you,

Clint Seamons
Public Works Director

LEASE AGREEMENT

Lease agreement dated _____, 2020 ("Lease"), between the City of Emmett, Idaho ("Landlord") and Payette River Regional Technical Academy (PR2TA), 721 W 12TH ST, Emmett ID 83617 ("Tenant").

WITNESSETH

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

The term of this Lease is for a period commencing on _____, 2020 and terminating on December 31st, 2040 under the following terms and conditions:

1. **RENT**: Tenant shall pay Landlord rent in advance annually. The rent will be \$50.00 more per year than the rent for two (2) tie-down spaces at the Emmett Airport. Rent will be \$500.00. Rent is due on or before January 1 of each year. Landlord may, by resolution of the Emmett City Council, periodically adjust the rent. Any such adjustment shall become effective for the next annual rental payment due. Such adjustments shall not occur more frequently than once each year.
2. **PROPERTY OF TENANT**: Tenant shall obtain property insurance on all Property of Tenant located on the Premises and hereby releases and discharges Landlord of and from any liability for damage to the Property of Tenant. "Property of Tenant" shall mean and include all personal property of Tenant including structures, equipment, furniture, and personal belongings kept or used on or installed in the Premises that are owned by and separately assessed to Tenant.
3. **WARRANTIES**: There are no warranties by Landlord. Tenant, in executing this Lease, is relying upon its own judgment, information and inspection of the Premises.
4. **ENTRY BY LANDLORD**: Landlord shall have the right to enter the Premises at any reasonable time to examine the same and determine that Tenant is complying with the terms of this Lease.
5. **INDEMNIFICATION**: Tenant agrees to indemnify, defend and hold harmless Landlord and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Tenant, Tenant's agents, Tenant's employees, Tenant's representatives, Tenant's invitees, or any other person allowed on the Premises by Tenant.
6. **HAZARDOUS WASTE AND HAZARDOUS MATERIALS**: Tenant agrees not to store, generate, or otherwise use or bring upon the Premises, any hazardous waste as defined by Federal, State or local laws and regulations. All hazardous materials shall be stored and disposed of strictly in accordance with any State or Federal regulations. Tenant shall hold Landlord harmless from any liability associated

with Tenant's use or possession of hazardous materials.

7. **USE OF PREMISES:** Tenant will construct a hangar on the Premises for aeronautical purposes, primarily to store, maintain and construct aircraft. Except for hazardous materials, non-aeronautical items may be stored in the hangar provided the items do not interfere with the aeronautical use of the hangar. Items are generally considered to interfere with the aeronautical use of the hangar when they impede the movement of aircraft in and out of the hangar, or displace the aeronautical contents of the hangar. Tenant shall, at all times, comply with all laws, regulations and ordinances associated with the use of the Premises. Tenant shall not construct any additional buildings on the Premises without first obtaining Landlord's written permission. Tenant's use of the Premises shall not be changed without the written consent of Landlord. All use and operation on the Premises shall be in strict accordance to all applicable Local, State and Federal (FAA) rules and regulations.
8. **USES NOT PERMITTED:** Tenant shall not use and Tenant shall not permit anyone else to use the Premises for any of the following purposes:
 - (a) The operation of any business without written permission from the Landlord;
 - (b) Construction of any additional buildings without Landlord's written permission;
 - (c) Aircraft construction and maintenance not in accordance with Federal Aviation Regulations;
 - (d) Any residential use;
 - (e) The storage of any refuse or trash;
 - (f) Smoking by anyone in the hangar;
 - (g) Running the aircraft engine in the hangar;
 - (h) Fueling or de-fueling the aircraft in the hangar;
9. **OPTION TO RENEW:** Tenant shall have the right to renew the Lease for a period of twenty (20) years. If Tenant desires to renew the Lease, then written notice of such renewal shall be given not sooner than one (1) year and not less than one hundred twenty (120) days prior to the termination date of this Lease.
10. **TERMINATION OF LEASE:** In the event that Landlord ceases to own or operate the airport or finds that because of Federal, State or other restrictions, it is impractical to continue the Lease, or in the event that Landlord determines in its sole discretion that it is not in Landlord's best interest to continue with the Lease, this Lease shall terminate. Landlord shall give Tenant notice of such termination 90 or more days in advance of the termination date.
11. **REPAIRS:** Tenant shall repair damages, except those caused by normal use, to the airport and Premises which are the result of Tenant's action or of any invitee of

Tenant while making use of the airport or Premises. Repairs shall be completed within ninety (90) days of the date of any such damage. If Tenant cannot reasonable repair such damage within ninety (90) days, Tenant shall give notice to Landlord of that fact and request an extension of 90 days. Such an extension shall not be unreasonably withheld.

12. **RELOCATION**: In the event that Landlord undertakes airport renovation and/or expansion or any other project which requires the use of the Premises, Tenant shall relocate its hangar to another location. Landlord shall attempt to provide a comparable location for the substituted Premises. Landlord shall give Tenant written notice one (1) year in advance of when such relocation is required. Relocation shall be at Tenant's expense.
13. **UTILITIES**: Tenant shall pay before the same are delinquent all sewer, water, gas, electricity, power and other utilities used by Tenant. Tenant shall pay all connection costs, meter installation costs and any other costs associated with utilities used by Tenant. All installations must be approved by and comply with any municipal, state or federal laws and regulations.
14. **TAXES AND ASSESSMENTS**: Tenant shall pay all personal property taxes and assessment levied against Tenant's personal property, including the hangar and any other taxes associated with the Premises, promptly before the same become delinquent.
15. **ACCESS**: Tenant shall have access to the Premises by aircraft and by automobile. Automobiles may be parked inside the hangar while Tenant's aircraft is being operated, or at a parking area off of the aircraft ramps that is so designated.
16. **LIENS**: Tenant shall not suffer or permit any liens to be filed against the Premises or any part of the Premises. If a lien is filed against the Premises, Tenant shall cause the same to be removed of record within sixty (60) days after the date of the filing of the lien. Failure to remove the lien shall be a default under this Lease, or any renewal thereof.
17. **FIRE HAZARDS**: Tenant shall comply with all applicable fire codes.
18. **WASTE PROHIBITED**: Tenant shall not commit any waste or damage to the Premises and shall not permit any waste or damage to the Premises.
19. **MAINTENANCE**: Tenant shall keep and maintain the Premises in a neat and orderly manner and shall keep the Premises free from debris, garbage, and other unsightly material. Tenant shall maintain all leased surfaces not covered by asphalt or concrete in a weed-free condition.
20. **LIABILITY INSURANCE**: Tenant shall maintain a comprehensive liability insurance policy in an amount of not less than five hundred thousand dollars (\$500,000.00) covering the Premises during the terms of this lease. The policy shall provide coverage for all acts for which Tenant is required to indemnify Landlord under Paragraph 5 of this agreement. Tenant shall have Landlord named as an additional insured and shall provide Landlord with proof of current insurance during the term of this Lease, or any renewal thereof. The policy shall provide that the insurance company shall give Landlord written notice of any proposed

cancellation of the insurance 30 or more days in advance of such cancellation.

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

28. DEFAULT: In the event Tenant fails to comply with any of the terms of this Lease, Landlord shall be entitled to give Tenant written notice of such default. If Tenant has not corrected such default within ninety (90) days after the date such notice was sent, Landlord may terminate this Lease at Landlord's option.

29. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

DATED this _____ day of _____, 2020.

LANDLORD:
CITY OF EMMETT, IDAHO

By: _____
Mayor

Attest: _____
City Clerk

TENANT:

By: 
Superintendent, PR2TA

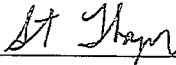
By: 
Chairman, PR2TA

Exhibit A

