

# City of Emmett Council Meeting

September 22, 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**

Lyle Thompson offered the **Community Invocation**

**Council Present:** Councilor Gary Resinkin

**Council Present via telephone:** Council President Nebeker, Councilor Denise Sorenson, 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, Stephanie Johnson

**Public Present:** Del Grey - Emmett Messenger Index, Buenrostro Family - Emmett, Muggy Hafen - VFW

**Public Present via telephone:**

**Amendments to the Agenda:** None.

Councilor Henderson made a **MOTION TO APPROVE THE AGENDA AS PRESENTED**. Seconded by Councilor Welch. 6 – AYES, 0 – NOES. Motion Carried.

**Declaration of Conflicts of Interest:** None

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

## PUBLIC HEARING

A. **Amendments to 2019-2020 Fiscal Year Budget Appropriation** – Mayor Petrie opened the Public Hearing at 7:06pm. Lyleen Jerome, City Clerk presented the Amendments to 2019-2020 Fiscal Year Budget Appropriation. Mayor Petrie asked three times if there was any public input.

B. **Close of Public Hearing.** Mayor Petrie closed the meeting at 7:10pm.

C. **Decision of Public Hearing** – Councilor Henderson made a **MOTION TO APPROVE THE AMENDMENTS TO THE 2019-2020 FISCAL YEAR BUDGET APPROPRIATION**. Seconded by Councilor Resinkin. **COUNCIL PRESIDENT NEBEKER – AYE, COUNCILOR HENDERSON – AYE, COUNCILOR WELCH -AYE, COUNCILOR BUTLER – AYE, COUNCILOR SORENSON – AYE, COUNCILOR RESINKIN – AYE.** 6 – AYES, 0 – NOES. Motion Carried.

## ELECTED OFFICIALS:

### A. Mayor

**Proclamation – Gem Lifesaver – Antonio Buenrostro** – Mayor Petrie proclaimed Antonio Buenrostro as a Gem Lifesaver because of his heroic efforts in saving another kid's life!

**Proclamation - White Ribbon Week** - Mayor Petrie proclaimed September 28th - October 3rd as Support the Emmett Messenger Index White Ribbon Week - supporting all workers in the Healthcare industry.

### B. City Council

### C. Announcements and Good of the Order

## CONSENT AGENDA:

A. **Approval of Minutes** – August 18, 2020 Special Council Meeting  
September 8 – 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. Lyleen Jerome, City Clerk requested approval Ordinance #O2020-12. Council President Nebeker made a **MOTION TO APPROVE ORDINANCE #O2020-12 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE #O2019-10 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, TO REFLECT THE RECEIPT OF UNSCHEDULED REVENUES, INCREASING AND ESTABLISHING THE APPROPRIATIONS FOR EXPENDITURES IN VARIOUS DEPARTMENTS AND FUNDS, PROVIDING THAT THE TAX LEVY UPON TAXABLE PROPERTY WITHIN THE CITY IS NOT AFFECTED HEREBY, PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE REPEALED TO THE EXTENT OF SUCH CONFLICT, AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE UPON ITS PUBLICATION DATE AND DISPENSE WITH THE RITE THAT THE ORDINANCE BE READ IN FULL ON THREE SEPARATE OCCASIONS**

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B. Mike Knittel, IT Director requests approval of payment to Delta Electric in the amount of \$42,989. Councilor Henderson made a MOTION TO APPROVE A PAYMENT TO DELTA ELECTRIC IN THE AMOUNT OF \$42,989. Seconded by Councilor Resinkin. AYES - 6, NOES - 0. Motion Carried.

C. Mike Knittel, IT Director requested approval of payment to Codale in the amount of \$22,500. Council President Nebeker made a MOTION TO APPROVE PAYMENT TO CODALE IN THE AMOUNT OF \$22,500. Seconded by Councilor Resinkin. AYES - 6, NOES - 0. Motion Carried.

D. Mike Knittel, IT Director requests approval of payment to Codale in the amount of \$26,775. Council Henderson made a MOTION TO APPROVE A PAYMENT TO CODALE IN THE AMOUNT OF \$26,755. Seconded by Councilor Welch. - AYES - 6, NOES - 0. Motion Carried.

E. Mike Knittel, IT Director requests approval of payment to Codale in the amount of \$35,288.60. Councilor Henderson made a MOTION TO APPROVE PAYMENT TO CODALE IN THE AMOUNT OF \$35,288.60. Seconded by Councilor Resinkin. AYES - 6, NOES - 0. Motion Carried

F. Clint Seamons, Public Works Director requests approval of Resolution #R2020-13 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EMMETT, IDAHO AUTHORIZING AN INCREASE IN TRASH RECEPTACLE FEES. Councilor Henderson made a MOTION TO APPROVE RESOLUTION #R2020-13 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EMMETT, IDAHO AUTHORIZING AN INCREASE IN TRASH RECEPTACLE FEES. Seconded by Council President Nebeker. Roll Call Vote. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - NAY, COUNCILOR WELCH - AYE, COUNCILOR BUTLER - AYE, COUNCILOR SORENSON - AYE. AYES - 5, NOES - 0. 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– No 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

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

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



To: Mayor Petrie, Members of the Emmett City Council  
From: Anne Wescott, Galena Consulting  
Date: October 8, 2020  
Re: Capital Planning Briefing

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I met in August with the City Council to review the draft Capital Improvement Plans (CIPs) for Emmett Police, Fire, Streets, Building/P&Z and IT. Since that time, I have facilitated two meetings with your Development Impact Fee Advisory Committee (DIFAC) made up of representatives of the development community as well as community at large. The result of the two DIFAC meetings has been a refinement of the growth projections and capital projects.

In your briefing on October 13<sup>th</sup>, I would like to review the updates to the CIPs with two things in mind:

1. Do these projects align with the vision the Mayor and Council have for future capital infrastructure? When these CIPs are adopted, they should reflect the direction of the Mayor and Council.
2. Does the City foresee an ability to pay the General Fund “share” of the cost of these projects? Ultimately, the CIP should be fiscally constrained to balance with projected available revenues.

#### Emmett Draft Capital Improvement Plans

Attached are updated draft CIPs for Police, Fire and Streets. These CIPs include projects needed to support the additional demands required from projected growth (impact fee-eligible), upgrades to existing facilities (not impact fee-eligible) and replacement or repair of existing infrastructure (not impact fee-eligible). Some projects are a mixture of growth and upgrade/repair/replacement. Estimated costs are based on current values; it is assumed an inflationary factor will be addressed each time the CIP is updated to reflect changes in the construction and durable goods markets.

With each CIP I have indicated the amount that can be funded from impact fee revenues, identified any other potential funding resources, and articulated the amount of funding estimated to be needed from General Funds (i.e., property taxes) over the next 10 years.

In some cases, such as some street projects and Fire Station #2, a portion of the improvement is due to growth (i.e., widening the road or adding room for additional crews and apparatus) and a portion is not (i.e., reconstruction of the existing roadway or adding already needed space). If the City of Emmett decides to adopt impact fees, and collect the growth-related share of these types of “hybrid” projects on the CIP, it will need to be able to demonstrate that it will be able to fund the non-growth-related share of those projects. I identify these amounts as a “Required” General Fund contribution.

Another discussion point related to “required” General Fund contributions is the ongoing operating costs created by growth. We can build a new fire station with impact fees, but the General Fund has to fund the firefighters, fuel for the engines, etc. We can provide space with impact fees for the additional police officers needed to support growth, but the General Fund will have to pay for the salaries of the officers.

In other cases, such as proposed upgrades or replacements of existing capital (i.e., the Police portion of the Joint Public Safety Facility, fire engine replacement or street maintenance projects), no impact fees would be collected. Therefore, no financial obligation would be created on behalf of the City. While it is important that the City acknowledge the need for these improvements and plan for them in their future budgeting, I have identified them as “Discretionary” General Fund contributions.

When we meet on October 13<sup>th</sup>, I would like to receive direction from the Mayor and Council on the degree to which I might need to “fiscally constrain” these CIPs in order to align with the General Fund’s capacity for funding the non-impact-fee-eligible portions of the capital projects as well as ongoing operational costs. One way to do this is to prioritize the projects and allow some of the projects to “drop” off the CIP for 2020-2030 onto the CIP for 2030-2040.

Mayor and Council may also wish to discuss specific projects with Department Heads to ensure there is alignment in the direction of the capital plans.

I look forward to meeting with you to discuss your capital needs and funding alternatives.

City of Emmett Police Department  
DRAFT Capital Improvement Plan, 2020-2030

Type of Capital Infrastructure	Square Feet	Estimated Cost	% Attributable to Growth	Grant Funds Possible	Impact Fee Eligible	General Fund/Other Revenues
<b>Facilities</b>						
New Joint Public Safety Facility - Growth for 5 officers	2,500	\$ 1,000,000	100%	\$ -	\$ 1,000,000	\$ -
New Joint Public Safety Facility - Upgrade	8,500	\$ 3,400,000	0%	\$ -	\$ -	\$ 3,400,000
New Joint Public Safety Facility - Replacement	5,000	\$ 2,000,000	0%	\$ -	\$ -	\$ 2,000,000
Existing Station Repairs		\$ 35,000	0%	\$ -	\$ -	\$ 35,000
<b>Vehicles</b>						
Vehicles for 5 additional FTEs		\$ 300,000	100%	\$ -	\$ 300,000	\$ -
Scheduled replacement of existing Vehicles		\$ 73,440	0%	\$ -	\$ -	\$ 73,440
<b>Equipment/Technology</b>						
Scheduled replacement of weaponry		\$ 86,400	0%	\$ 21,600	\$ -	\$ 64,800
Scheduled replacement of less lethal Tasers		\$ 37,548	0%	\$ 1,500	\$ -	\$ 36,048
Scheduled replacement of radios		\$ 28,600	0%	\$ 5,400	\$ -	\$ 23,200
Body Camera cloud storage increase		\$ 95,000	0%	\$ -	\$ -	\$ 95,000
Records Management System Upgrades		\$ 550,000	0%	\$ -	\$ -	\$ 550,000
e-Citation Equipment (Printers & Laptops)		\$ 12,000	0%	\$ -	\$ -	\$ 12,000
Tasers/Less Lethal for additional officers		\$ 8,344	100%	\$ -	\$ 8,344	\$ -
Weaponry for additional officers		\$ 19,200	100%	\$ -	\$ 19,200	\$ -
Radios for additional officers		\$ 7,200	100%	\$ -	\$ 7,200	\$ -
		<b>\$ 7,652,732</b>		<b>\$ 28,500</b>	<b>\$ 1,334,744</b>	<b>\$ 6,289,488</b>
Impact Fee Study		\$ 8,000	100%	\$ -	\$ 8,000	\$ -
Co-Located Facility Study		\$ 25,000	100%	\$ -	\$ 25,000	\$ -
		<b>\$ 7,685,732</b>		<b>\$ 28,500</b>	<b>\$ 1,367,744</b>	<b>\$ 6,289,488</b>

Of the \$6.3 million needed from the General Fund over the next 10 years, 100% of it is discretionary. However, the Police Department has identified it as necessary to a) fund a replacement for the existing Police Station (co-located with Fire Station #2), b) replace existing vehicles and equipment, and c) acquire a Records Management System. In addition, the Council should consider the ability to fund the salaries and benefits of the 5 additional officers needed to continue the current level of service.

City of Emmett Fire Department  
DRAFT Capital Improvement Plan, 2020-2030

Type of Capital Infrastructure	Square Feet	Estimated Cost	% Attributable to Growth	Portion related to 10-yr growth	Grant Funds Possible	Impact Fee Eligible 2020-2030	Impact Fee Eligible 2030-2040	General Fund/Other Revenues
<b>Facilities</b>								
Joint Public Safety Building/Station #2	9,000	\$ 3,600,000	50%	50%	\$ -	\$ 900,000	\$ 900,000	\$ 1,800,000
<b>Apparatus/Vehicles</b>								
Additional engine for Station #2		\$ 500,000	100%		\$ 250,000	\$ 250,000	\$ -	\$ -
Replace 1 Existing Engine		\$ 500,000	0%		\$ 250,000	\$ -	\$ -	\$ 250,000
Replace 2 Existing Command vehicles		\$ 100,000	0%		\$ -	\$ -	\$ -	\$ 100,000
Replace 2 Existing Brush Trucks		\$ 500,000	0%		\$ -	\$ -	\$ -	\$ 500,000
<b>Equipment</b>								
SCBA Replacement		\$ 80,000	0%		\$ -	\$ -	\$ -	\$ 80,000
Thermal Imager Replacement (2)		\$ 15,000	0%		\$ -	\$ -	\$ -	\$ 15,000
Extrication Equipment		\$ 30,000	0%		\$ 27,000	\$ -	\$ -	\$ 3,000
Hazmat Trailer Replacement		\$ 5,000	0%		\$ -	\$ -	\$ -	\$ 5,000
Hose LDH		\$ 18,000	0%		\$ -	\$ -	\$ -	\$ 18,000
Air Compressor		\$ 46,000	0%		\$ 23,000	\$ -	\$ -	\$ 23,000
Impact Fee Study		\$ 5,394,000			\$ 550,000	\$ 1,150,000	\$ 900,000	\$ 2,794,000
		\$ 8,000	100%		\$ -	\$ 8,000	\$ -	\$ -
<b>TOTAL</b>		<b>\$ 5,402,000</b>			<b>\$ 550,000</b>	<b>\$ 1,158,000</b>	<b>\$ 900,000</b>	<b>\$ 2,794,000</b>

Of the \$3.7 million needed from the General Fund over the next ten years (this includes “fronting” the amount that will be collected from impact fees for Station #2, and will be repaid by impact fees by 2040), \$2.7 million is required for Fire Station #2 and the remaining \$1 million is discretionary. However, the discretionary amount relates to the necessary replacement of existing apparatus and equipment and should not be deferred. In addition, the Council should consider the ability to fund the salaries and benefits of any additional firefighters needed to continue the current level of service.

City of Emmett  
Streets Capital Improvement Plan, 2020-2029

Project	Year	Total Cost	Percent Impact Fee Eligible	Contributions & Exactions	Required City Match	Other Agency Costs	Amount to Include in Impact Fees	Amount from Other City Sources
<b>Roadways &amp; Bridges</b>								
South John's Avenue Reconstruction - 4th to 12th	2021	\$ 3,000,000	35%	\$ -	\$ 220,237	\$ 2,779,763	\$ 220,237	\$ -
12th Street from Substation to Regency Reconstruction/Widening	2022	\$ 1,250,000	65%	\$ -	\$ -	\$ -	\$ 812,500	\$ 437,500
Washington Avenue Mid-Block Pedestrian Crossings at 6th and 10th	2022	\$ 150,000	0%	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
Boise Avenue SH-52 to East Main Reconstruction	2022	\$ 1,100,000	35%	\$ -	\$ -	\$ -	\$ 385,000	\$ 715,000
Substation Road and 12th Street Intersection	2023	\$ 600,000	65%	\$ -	\$ -	\$ -	\$ 390,000	\$ 210,000
Reflective Traffic Signal Borders	2025	\$ 4,000	0%	\$ -	\$ -	\$ -	\$ -	\$ 4,000
East Main from South Seneca to Riggs Avenue Reconstruction	2026	\$ 735,000	45%	\$ -	\$ -	\$ -	\$ 330,750	\$ 404,250
4th Street Bridge Monte Vista Drive and Substation Road Rebuild	2026	\$ 835,000	60%	\$ -	\$ -	\$ -	\$ 501,000	\$ 334,000
SH-16 Advance Signal Countdown Warnings	2026	\$ 120,000	0%	\$ -	\$ 8,808	\$ 111,192	\$ -	\$ 8,808
Main Street Farmers Co-op Canal Bridge	2027	\$ 1,100,000	50%	\$ -	\$ -	\$ -	\$ 550,000	\$ 550,000
12th and Washington Intersection Sight Distance Improvements	2028	\$ 250,000	0%	\$ -	\$ 18,350	\$ 231,650	\$ -	\$ 18,350
4th Street from South John Avenue to Substation Road Reconstruction	2028	\$ 1,250,000	60%	\$ -	\$ -	\$ -	\$ 750,000	\$ 500,000
ADA Curb Ramp Improvements	ongoing	\$ 240,000	0%	\$ -	\$ -	\$ -	\$ -	\$ 240,000
<b>Facilities</b>								
City Shop/Administration Office	TBD	\$ 2,400,000	33%	\$ -	\$ -	\$ -	\$ 792,000	\$ 1,608,000
<b>Equipment</b>								
Additional equipment for growth - street sweeper	2025	\$ 350,000	100%	\$ -	\$ -	\$ -	\$ 350,000	\$ -
Replacement of existing equipment		\$ 441,000	0%	\$ -	\$ -	\$ -	\$ -	\$ 441,000
		<b>\$ 13,825,000</b>		<b>\$ 75,000</b>	<b>\$ 247,395</b>	<b>\$ 3,122,605</b>	<b>\$ 5,081,487</b>	<b>\$ 5,545,908</b>
Impact Fee Study		\$ 8,000	100%	\$ -	\$ -	\$ -	\$ 8,000	\$ -
Transportation Master Plan Updates		\$ 80,000	100%	\$ -	\$ -	\$ -	\$ 80,000	\$ -
		<b>\$ 13,913,000</b>		<b>\$ 75,000</b>	<b>\$ 247,395</b>	<b>\$ 3,122,605</b>	<b>\$ 5,169,487</b>	<b>\$ 5,545,908</b>

Of the \$5.5 million needed from the General Fund over the next ten years, \$3.1 million is required for the non-growth portion of 7 streets projects, and the remaining \$2.4 million is discretionary. However, the discretionary amount is related to the ongoing need to replace equipment, as well as the cost of pedestrian crossing, reflective borders, signal countdown warnings, sight distance improvements and ADA ramp improvements. These items should likely not be deferred.

**City of Emmett CIP Contribution**

	Required	Discretionary	Total
Police	\$ -	\$ 6,289,488	\$ 6,289,488
Fire	\$ 2,700,000	\$ 994,000	\$ 3,694,000
Streets	\$ 3,150,750	\$ 2,395,158	\$ 5,545,908
<b>TOTAL</b>	<b>\$ 5,850,750</b>	<b>\$ 9,678,646</b>	<b>\$ 15,529,396</b>

\$ 585,075 <-- Annual amount required over 10-year CIP period

\$ 1,552,940 <-- Annual amount required and discretionary over 10-year CIP period

Note: the above amount “required” does not include the cost of any personnel.



**CITY ORDINANCE NO. O2020-13**

**AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING A PORTION OF SECTION 9-6-3 OF THE CITY CODE BY CHANGING INTERIOR LOT SIDE SETBACK REQUIREMENTS FROM SEVEN FEET TO FIVE FEET AND PROVIDING FOR AN EFFECTIVE DATE.**

Whereas, after proper notice, the Zoning Commission for the City of Emmett, Idaho, conducted a public hearing at 6:00 p.m. on August 3, 2020, to consider certain changes to Section 9-6-3 of the City Code;

Whereas, the Zoning Commission recommended to the Emmett City Council that certain changes to Section 9-6-3 of the City Code be made;

Whereas, after proper notice, the Emmett City Council conducted a public hearing at 7:00 p.m. on September 8, 2020, to consider the recommendations of the Zoning Commission; and

Whereas, the Emmett City Council finds that such changes are in the best interest of the City and will further the orderly development of the City.

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

Section 1: Section 9-6-3 of the Emmett City Code is amended by interlineations and additions to read as follows:

“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 <sup>5</sup> 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	See note	See note a	See note a	See note a	See note a

			a	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 <sup>d</sup>	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.”

Section 2: This ordinance shall take effect and shall be in force from and after its passage, approval and publication as required by law.

Passed by City Council on the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

\_\_\_\_\_

**ORDINANCE #02020-14**

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

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

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

WHEREAS, the Zoning Commission of the City, pursuant to public notice as required by law and as required by Section 67-6525 of the Idaho Code and the City ordinances held a public hearing on August 3, 2020, at 6:00 o'clock p.m., to consider annexation and zoning classifications for approximately 5.705 acres of property located at 1877 E. 12<sup>th</sup> St., all of which is more particularly described in Exhibit A (legal description) and Exhibit B (map) that are attached hereto, and recommended to the Mayor and Council as follows: that the portion of the property to be annexed that is described in Exhibit A that is attached hereto be annexed under the R-1, Single-Family Residential zoning land use classification;

WHEREAS, the Emmett City Council, pursuant to public notice as required by law, held a public hearing on September 8, 2020, at 7:00 o'clock p.m., on the annexation and the proposed zoning for the real property described in Exhibit A and Exhibit B, as required by Section 67-6525 of the Idaho Code and the City ordinances;

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

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

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

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

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

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

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

Section 4: The zoning land use classification of the lands described in Exhibit A is hereby classified as R-1, Single-Family Residential as provided by the Zoning Ordinance of the City. The Comprehensive Plan and Zoning Map of the City are hereby amended to include the real property described in Exhibit A in the R-1 Single-Family Residential zoning classification.

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

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

Exhibit A (legal description)

That portion of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 17, Township 6 North, Range 1 West of the 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  $\frac{1}{4}$ , 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, 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.

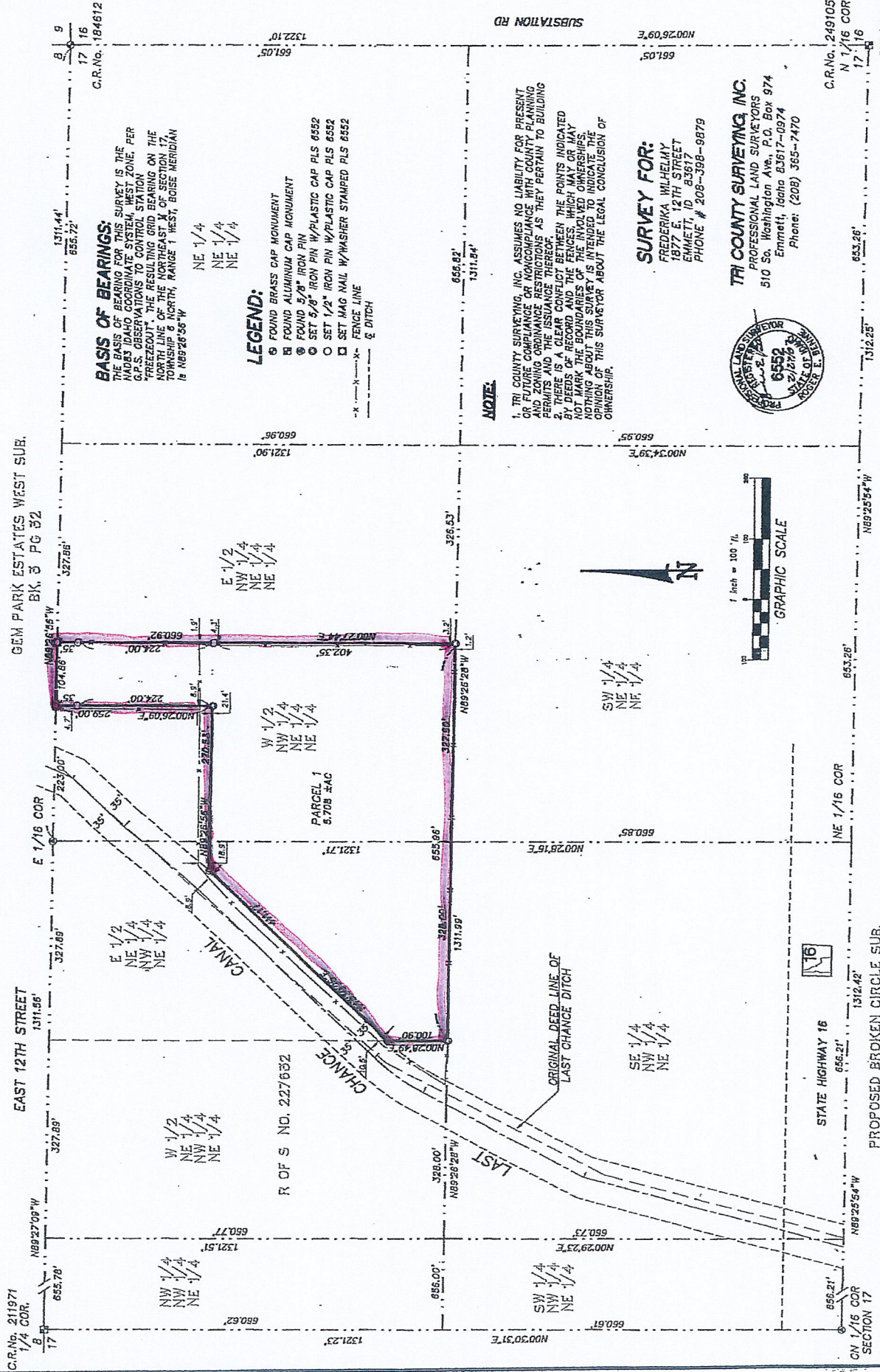
Said tract of land containing therein a calculated area of 5.708 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby and is subject to rights-of-way or easements of record or in use.



# RECORD OF SURVEY

OF A PORTION OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 1 WEST, BOISE MERIDIAN GEM COUNTY, IDAHO

Instrument # 258120  
 SMART, DEN, DAHO  
 Registered for TRI COUNTY SURVEYING  
 BURLEY, IDAHO  
 2004-01-15  
 2004-01-15

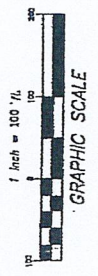


**BASIS OF BEARINGS:**  
 THE BASIS OF BEARING FOR THIS SURVEY IS THE  
 1983 NAD 83 COORDINATE SYSTEM, WEST ZONE. PER  
 CAPS INSTRUCTIONS TO CONTROL STATION  
 NORTH LINE OF THE RESULTING GRID BEARING ON THE  
 TOWNSHIP 6 NORTH, RANGE 1 WEST, BOISE MERIDIAN  
 IS N89°26'55"W

**LEGEND:**  
 ⊕ FOUND BRASS CAP MONUMENT  
 ⊕ FOUND ALUMINUM CAP MONUMENT  
 ⊕ FOUND 5/8" IRON PIN  
 ⊕ SET 5/8" IRON PIN W/PLASTIC CAP PLS 6552  
 ⊕ SET 1/2" IRON PIN W/PLASTIC CAP PLS 6552  
 ⊕ SET MAG NAIL W/WASHER STAMPED PLS 6552  
 -x- FENCE LINE  
 -x- DITCH

**NOTE:**  
 1. TRI COUNTY SURVEYING, INC. ASSUMES NO LIABILITY FOR PRESENT OR FUTURE COMPLAINTS OR DISPUTES WITH COUNTY PLANNING AND ZONING ORDINANCE REGULATIONS AS THEY PERTAIN TO BUILDING PERMITS AND THE ISSUANCE THEREOF.  
 2. THERE IS A CLEAR CONFLICT BETWEEN THE POINTS INDICATED BY DEEDS OF RECORD AND THE FENCES, WHICH MAY OR MAY NOT MARK THE BOUNDARIES OF THE INVOLVED OWNERSHIPS. NOTHING ABOUT THIS SURVEY IS INTENDED TO INDICATE THE RESULTS OF THIS SURVEY ABOUT THE LEGAL CONCLUSION OF OWNERSHIP.

**SURVEY FOR:**  
 FREDERIKA WILHELMY  
 1877 E. 12TH STREET  
 EMMETT, ID 83617  
 PHONE # 208-398-9879

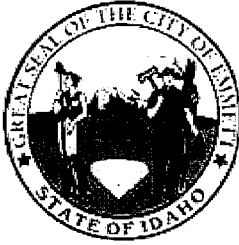


**TRI COUNTY SURVEYING, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 510 So. Washington Ave., P.O. Box 974  
 Emmett, Idaho 83617-0974  
 Phone: (208) 365-7470

C.R.No. 249105  
 N 1/16 COR  
 17 1/16

INDEX No. 614-17-1-0-0  
 FEBRUARY, 2007  
 JOB No. 07-013





**CITY OF EMMETT**  
**Building & Zoning Department**  
**601 E. 3rd Street**  
**Emmett, Idaho 83617**

**Building & Zoning Department**

Brian Sullivan:  
bsullivan@cityofemmett.org  
Doricela Millan-Sotelo  
dmillan-sotelo@cityofemmett.org  
Ph: (208) 365-9569  
Fax: (208) 365-4651

October 7, 2020

RE: Building Permit Fee Waiver

Mayor and City Council,

Payette River Regional Technical Academy (PR2TA) has recently obtained a lease and will be applying for a building permit to construct a hangar. The hangar will be used for the flight school at the Emmett Municipal Airport. The 60' x 80' steel hangar was donated to the school from R & M Steel, minus the foundation and hangar door. Due to the school having limited funds to complete this project, they are requesting a waiver of the building permit fees in the amount of \$1234.55.

The building department is in favor of waiving this fee for the school.

Possible Motion: I make a motion to waive the building permit fee in the amount of \$1234.55 for PR2TA.

Or

I make a motion to deny the building permit fee waiver for the following reason:

Sincerely,

Brian Sullivan  
Building / Zoning Administrator



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

<b>Quote No.</b>	<b>3000069417430.6</b>	<b>Sales Rep</b>	Ramsey Alahmad
<b>Total</b>	<b>\$38,030.40</b>	<b>Phone</b>	(800) 456-3355, 6179204
<b>Customer #</b>	54401301	<b>Email</b>	Ramsey_Alahmad@Dell.com
<b>Quoted On</b>	Oct. 02, 2020	<b>Billing To</b>	MIKE KNITTEL
<b>Expires by</b>	Nov. 01, 2020		CITY OF EMMETT
<b>Deal ID</b>	20794516		501 EAST MAIN ST
			EMMETT, ID 83617

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Ramsey Alahmad

### Shipping Group 1 of 2

<b>Shipping To</b>	<b>Shipping Method</b>
MIKE KNITTEL CITY OF EMMETT 501 EAST MAIN ST EMMETT, ID 83617 (208) 365-6055	Expedited Delivery

Product	Unit Price	Qty	Subtotal
Latitude 7400 2-in-1	\$1,189.60	9	\$10,706.40

---

**Shipping Group 2 of 2**

<b>Shipping To</b>	<b>Shipping Method</b>
MIKE KNITTEL CITY OF EMMETT 501 EAST MAIN ST EMMETT, ID 83617 (208) 365-6055	Standard Delivery

---

<b>Dell Latitude 5424</b>	<b>\$1,821.60</b>	<b>15</b>	<b>\$27,324.00</b>	
			<b>Subtotal:</b>	<b>\$38,030.40</b>
			<b>Shipping:</b>	<b>\$0.00</b>
			<b>Non-Taxable Amount:</b>	<b>\$38,030.40</b>
			<b>Taxable Amount:</b>	<b>\$0.00</b>
			<b>Estimated Tax:</b>	<b>\$0.00</b>
			<b>Total:</b>	<b>\$38,030.40</b>

---

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Shipping Group 1 of 2, Details

### Shipping To

MIKE KNITTEL  
CITY OF EMMETT  
501 EAST MAIN ST  
EMMETT, ID 83617  
(208) 365-6055

### Shipping Method

Expedited Delivery

	Qty	Subtotal
<b>Latitude 7400 2-in-1</b>	<b>9</b>	<b>\$10,706.40</b>
Estimated delivery if purchased today: Dec. 17, 2020 Contract # C000000181093 Customer Agreement # MHEC-07012015		

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 7400 2-in-1 BTX	210-AROC	-	9	-
8th Generation Intel(R) Core(TM) i7-8665U Processor (4 Core,8MB Cache,1.9GHz,15W, vPro)	379-BDKQ	-	9	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	9	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	9	-
No DDP ESS Software	634-BENZ	-	9	-
Assembly Base	338-BQUM	-	9	-
I7-8665U vPro, Thunderbolt, 16G memory	338-BQUN	-	9	-
Intel vPro Technology Advanced Management Features	631-ABYO	-	9	-
Intel Sensor Solution	631-ABYQ	-	9	-
16GB LPDDR3 2133MHz	370-AESY	-	9	-
No Additional Hard Drive	401-AAGM	-	9	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BDKQ	-	9	-
PCIe SSD Bracket	575-BBXQ	-	9	-
14" FHD (1920x 1080) Touch Anti-Reflective & Anti-Smudge, IR Camera & Proximity-Sensor & Mic, SLP Narrow Bezel	391-BECK	-	9	-
Proximity Sensor Application vPro	391-BEKB	-	9	-
Palmrest, full security, Thunderbolt 3, 52Whr Battery	346-BEWZ	-	9	-
US English Keyboard with Backlight	580-AHTT	-	9	-
Intel(R) 9560AC Wireless Driver with Bluetooth	555-BESO	-	9	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BESD	-	9	-
No Mobile Broadband Card	556-BBCD	-	9	-
No Mobile Broadband Card	575-BBYC	-	9	-
4 Cell 52 Whr ExpressCharge Capable	451-BCIC	-	9	-
65W E5 Type-C Power Adapter	492-BCOR	-	9	-
No Anti-Virus Software	650-AAAM	-	9	-
No Media	620-AAOH	-	9	-
E5 US Power Cord	450-AAEJ	-	9	-
Quick Reference Guide	340-CLGX	-	9	-
US Order	332-1286	-	9	-

No Docking Station	452-BBSE	-	9	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	9	-
Fixed Hardware Configuration	998-DLVC	-	9	-
Regulatory Label included	389-BEYY	-	9	-
FCC Label	389-DPGO	-	9	-
Dell Developed Recovery Environment	658-BCUV	-	9	-
Additional Software VPro	658-BEER	-	9	-
Direct Ship Info	340-AAPP	-	9	-
Min config box	340-CLJJ	-	9	-
Mix Model Packaging DAO	340-CLRF	-	9	-
Intel Core i7 vPro Label	389-CGJM	-	9	-
No Option Included	340-ACQQ	-	9	-
Control Vault 3, vpro	658-BEDL	-	9	-
No Mouse	570-AADK	-	9	-
No Resource DVD / USB	430-XXYG	-	9	-
ENERGY STAR Qualified	387-BBNM	-	9	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	9	-
EAN label	389-BKKL	-	9	-
No AutoPilot	340-CKSZ	-	9	-
Bottom Cover	354-BBBE	-	9	-
Dell Limited Hardware Warranty Plus Service	807-7362	-	9	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	807-7366	-	9	-

<b>Subtotal:</b>	<b>\$10,706.40</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$10,706.40</b>

### Shipping Group 2 of 2, Details

**Shipping To**  
MIKE KNITTEL  
CITY OF EMMETT  
501 EAST MAIN ST  
EMMETT, ID 83617  
(208) 365-6055

**Shipping Method**  
Standard Delivery

Description	SKU	Unit Price	Qty	Subtotal
<b>Dell Latitude 5424</b>		\$1,821.60	15	\$27,324.00
Estimated delivery if purchased today: Oct. 23, 2020 Contract # C000000181093 Customer Agreement # MHEC-07012015				
Dell Latitude 5424 Rugged, CTO	210-AQPY	-	15	-
8th Gen Intel Core i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz,15W, vPro)	379-BDHC	-	15	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	15	-

No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	15	-
Intel Core i5-8350U Processor Base with Integrated Intel UHD 620 Graphics	338-BPVI	-	15	-
No Out-of-Band Systems Management - vPro Disabled	631-ABWH	-	15	-
16GB, 2x8GB, 2666MHz DDR4 Non-ECC	370-AEVG	-	15	-
No Additional Hard Drive	401-AADF	-	15	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BBTW	-	15	-
14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	391-BDVP	-	15	-
Dell Top Case and Palmrest without Security	346-BEVG	-	15	-
Regulatory Label for Keyboard	389-DOPO	-	15	-
Sealed Internal RGB Backlit English Keyboard	580-ABYR	-	15	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 (No BT) Driver (Later upgrade not possible for the system)	555-BEPC	-	15	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	15	-
WLAN Bracket	575-BBYW	-	15	-
No Mobile Broadband Card	362-BBBB	-	15	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG	-	15	-
90 Watt AC Adapter	492-BCNQ	-	15	-
No Anti-Virus Software	650-AAAM	-	15	-
OS-Windows Media Not Included	620-AALW	-	15	-
E5 US Power Cord	537-BBBD	-	15	-
Setup and Features Guide	340-CHMZ	-	15	-
Factory Installed Rigid handle tied sku	540-BCIH	-	15	-
US Order	332-1286	-	15	-
Dummy Airbay Cover	325-BDEH	-	15	-
SERI Guide (English/Spanish)	340-AGIN	-	15	-
Regulatory Label included	389-BEYY	-	15	-
TPM Enabled	340-AJPV	-	15	-
System Driver, Dell Latitude 5424	640-BBRP	-	15	-
Dell Developed Recovery Environment	658-BCUV	-	15	-
Shuttle SHIP Material	328-BCXL	-	15	-
Directship Info Mod	340-CKTD	-	15	-
Intel(R) Core(TM) i5 Processor Label	389-BLSV	-	15	-
No Option Included	340-ACQQ	-	15	-
CMS Software not included	632-BBBJ	-	15	-
No Resource DVD / USB	430-XXYG	-	15	-
ENERGY STAR Qualified	387-BBNJ	-	15	-
BTO Standard shipment Air	800-BBGF	-	15	-
No UPC Label	389-BDCE	-	15	-
No Additional IO Ports	590-TEYX	-	15	-
No Additional Hard Drive	401-AADF	-	15	-
Primary HD Only, 5424	590-TEYH	-	15	-

No Optical Drive	429-AAYP	-	15	-
No Option Included	340-ACQQ	-	15	-
RGB Camera	319-BBFN	-	15	-
No PCMCIA Card or Express Card Reader	590-TEZB	-	15	-
No AutoPilot	340-CKSZ	-	15	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	15	-
Mail In Service after Remote Diagnosis, 3 Years	808-6806	-	15	-

---

<b>Subtotal:</b>	<b>\$27,324.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$27,324.00</b>

## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions :** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm)

**Offer-Specific, Third Party and Program Specific Terms :** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only :** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

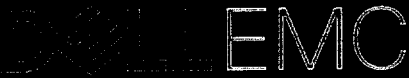
Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.





## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

<b>Quote No.</b>	<b>3000069417430.6</b>	<b>Sales Rep</b>	Ramsey Alahmad
<b>Total</b>	<b>\$38,030.40</b>	<b>Phone</b>	(800) 456-3355, 6179204
<b>Customer #</b>	54401301	<b>Email</b>	Ramsey_Alahmad@Dell.com
<b>Quoted On</b>	Oct. 02, 2020	<b>Billing To</b>	MIKE KNITTEL
<b>Expires by</b>	Nov. 01, 2020		CITY OF EMMETT
<b>Deal ID</b>	20794516		501 EAST MAIN ST
			EMMETT, ID 83617

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Ramsey Alahmad

### Shipping Group 1 of 2

<b>Shipping To</b>	<b>Shipping Method</b>
MIKE KNITTEL CITY OF EMMETT 501 EAST MAIN ST EMMETT, ID 83617 (208) 365-6055	Expedited Delivery

Product	Unit Price	Qty	Subtotal
Latitude 7400 2-in-1	\$1,189.60	9	\$10,706.40

---

**Shipping Group 2 of 2****Shipping To**MIKE KNITTEL  
CITY OF EMMETT  
501 EAST MAIN ST  
EMMETT, ID 83617  
(208) 365-6055**Shipping Method**

Standard Delivery

---

<b>Dell Latitude 5424</b>	<b>\$1,821.60</b>	<b>15</b>	<b>\$27,324.00</b>	
			<b>Subtotal:</b>	<b>\$38,030.40</b>
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			<b>Total:</b>	<b>\$38,030.40</b>

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## Shipping Group 1 of 2, Details

### Shipping To

MIKE KNITTEL  
CITY OF EMMETT  
501 EAST MAIN ST  
EMMETT, ID 83617  
(208) 365-6055

### Shipping Method

Expedited Delivery

		Qty	Subtotal
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Estimated delivery if purchased today: Dec. 17, 2020 Contract # C000000181093 Customer Agreement # MHEC-07012015			

Description	SKU	Unit Price	Qty	Subtotal
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8th Generation Intel(R) Core(TM) i7-8665U Processor (4 Core,8MB Cache,1.9GHz,15W, vPro)	379-BDKQ	-	9	-
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Assembly Base	338-BQUM	-	9	-
i7-8665U vPro, Thunderbolt, 16G memory	338-BQUN	-	9	-
Intel vPro Technology Advanced Management Features	631-ABYO	-	9	-
Intel Sensor Solution	631-ABYQ	-	9	-
16GB LPDDR3 2133MHz	370-AESY	-	9	-
No Additional Hard Drive	401-AAGM	-	9	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BDKQ	-	9	-
PCIe SSD Bracket	575-BBXQ	-	9	-
14" FHD (1920x 1080) Touch Anti-Reflective & Anti-Smudge, IR Camera & Proximity-Sensor & Mic, SLP Narrow Bezel	391-BECK	-	9	-
Proximity Sensor Application vPro	391-BEKB	-	9	-
Palmrest, full security, Thunderbolt 3, 52Whr Battery	346-BEWZ	-	9	-
US English Keyboard with Backlight	580-AHTT	-	9	-
Intel(R) 9560AC Wireless Driver with Bluetooth	555-BESO	-	9	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BESD	-	9	-
No Mobile Broadband Card	556-BBCD	-	9	-
No Mobile Broadband Card	575-BBYC	-	9	-
4 Cell 52 Whr ExpressCharge Capable	451-BCIC	-	9	-
65W E5 Type-C Power Adapter	492-BCOR	-	9	-
No Anti-Virus Software	650-AAAM	-	9	-
No Media	620-AAOH	-	9	-
E5 US Power Cord	450-AAEJ	-	9	-
Quick Reference Guide	340-CLGX	-	9	-
US Order	332-1286	-	9	-

No Docking Station	452-BBSE	-	9	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	9	-
Fixed Hardware Configuration	998-DLVC	-	9	-
Regulatory Label included	389-BEYY	-	9	-
FCC Label	389-DPGO	-	9	-
Dell Developed Recovery Environment	658-BCUV	-	9	-
Additional Software VPro	658-BEER	-	9	-
Direct Ship Info	340-AAPP	-	9	-
Min config box	340-CLJJ	-	9	-
Mix Model Packaging DAO	340-CLRF	-	9	-
Intel Core i7 vPro Label	389-CGJM	-	9	-
No Option Included	340-ACQQ	-	9	-
Control Vault 3, vpro	658-BEDL	-	9	-
No Mouse	570-AADK	-	9	-
No Resource DVD / USB	430-XXYG	-	9	-
ENERGY STAR Qualified	387-BBNM	-	9	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	9	-
EAN label	389-BKKL	-	9	-
No AutoPilot	340-CKSZ	-	9	-
Bottom Cover	354-BBBE	-	9	-
Dell Limited Hardware Warranty Plus Service	807-7362	-	9	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	807-7366	-	9	-

<b>Subtotal:</b>	<b>\$10,706.40</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$10,706.40</b>

### Shipping Group 2 of 2, Details

<b>Shipping To</b>	<b>Shipping Method</b>
MIKE KNITTEL	Standard Delivery
CITY OF EMMETT	
501 EAST MAIN ST	
EMMETT, ID 83617	
(208) 365-6055	

<b>Dell Latitude 5424</b>		<b>\$1,821.60</b>	<b>Qty</b>	<b>Subtotal</b>
Estimated delivery if purchased today: Oct. 23, 2020 Contract # C000000181093 Customer Agreement # MHEC-07012015			<b>15</b>	<b>\$27,324.00</b>
<b>Description</b>	<b>SKU</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Subtotal</b>
Dell Latitude 5424 Rugged, CTO	210-AQPY	-	15	-
8th Gen Intel Core i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz, 15W, vPro)	379-BDHC	-	15	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	15	-

No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	15	-
Intel Core i5-8350U Processor Base with Integrated Intel UHD 620 Graphics	338-BPVI	-	15	-
No Out-of-Band Systems Management - vPro Disabled	631-ABWH	-	15	-
16GB, 2x8GB, 2666MHz DDR4 Non-ECC	370-AEVG	-	15	-
No Additional Hard Drive	401-AADF	-	15	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BBTW	-	15	-
14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	391-BDVP	-	15	-
Dell Top Case and Palmrest without Security	346-BEVG	-	15	-
Regulatory Label for Keyboard	389-DOPO	-	15	-
Sealed Internal RGB Backlit English Keyboard	580-ABYR	-	15	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 (No BT) Driver (Later upgrade not possible for the system)	555-BEPC	-	15	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	15	-
WLAN Bracket	575-BBYW	-	15	-
No Mobile Broadband Card	362-BBBB	-	15	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG	-	15	-
90 Watt AC Adapter	492-BCNQ	-	15	-
No Anti-Virus Software	650-AAAM	-	15	-
OS-Windows Media Not Included	620-AALW	-	15	-
E5 US Power Cord	537-BBBD	-	15	-
Setup and Features Guide	340-CHMZ	-	15	-
Factory Installed Rigid handle tied sku	540-BCIH	-	15	-
US Order	332-1286	-	15	-
Dummy Airbay Cover	325-BDEH	-	15	-
SERI Guide (English/Spanish)	340-AGIN	-	15	-
Regulatory Label included	389-BEYY	-	15	-
TPM Enabled	340-AJPV	-	15	-
System Driver, Dell Latitude 5424	640-BBRP	-	15	-
Dell Developed Recovery Environment	658-BCUV	-	15	-
Shuttle SHIP Material	328-BCXL	-	15	-
Directship Info Mod	340-CKTD	-	15	-
Intel(R) Core(TM) i5 Processor Label	389-BLSV	-	15	-
No Option Included	340-ACQQ	-	15	-
CMS Software not included	632-BBBJ	-	15	-
No Resource DVD / USB	430-XXYG	-	15	-
ENERGY STAR Qualified	387-BBNJ	-	15	-
BTO Standard shipment Air	800-BBGF	-	15	-
No UPC Label	389-BDCE	-	15	-
No Additional IO Ports	590-TEYX	-	15	-
No Additional Hard Drive	401-AADF	-	15	-
Primary HD Only, 5424	590-TEYH	-	15	-

No Optical Drive	429-AAYP	-	15	-
No Option Included	340-ACQQ	-	15	-
RGB Camera	319-BBFN	-	15	-
No PCMCIA Card or Express Card Reader	590-TEZB	-	15	-
No AutoPilot	340-CKSZ	-	15	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	15	-
Mail In Service after Remote Diagnosis, 3 Years	808-6806	-	15	-

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<b>Subtotal:</b>	<b>\$27,324.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$27,324.00</b>
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## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax\_Department@dell.com or ARSalesTax@emc.com, as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions :** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm)

**Offer-Specific, Third Party and Program Specific Terms :** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only :** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only :** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.



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

Wednesday, October 07, 2020

Mayor, City Council:

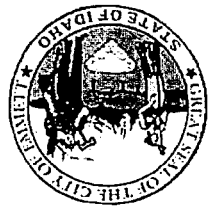
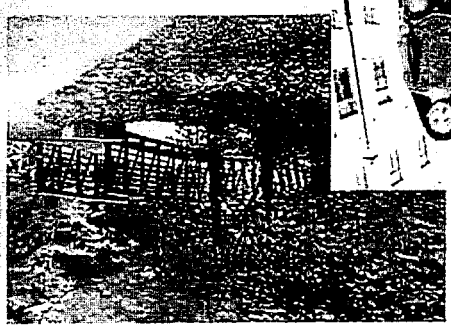
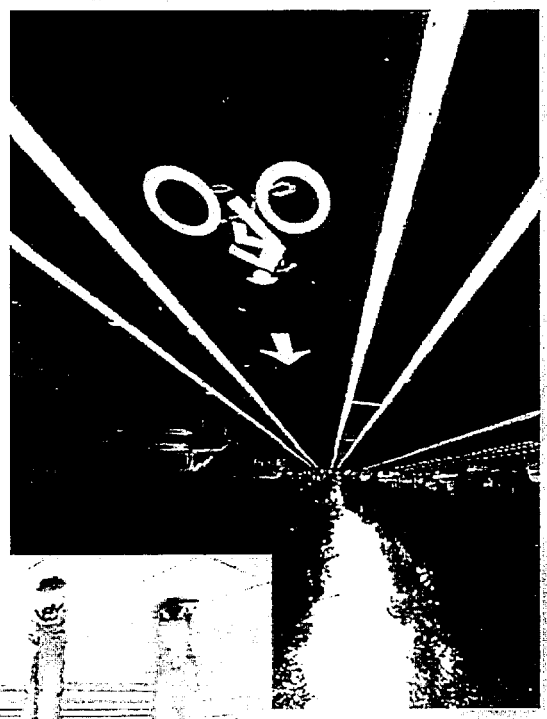
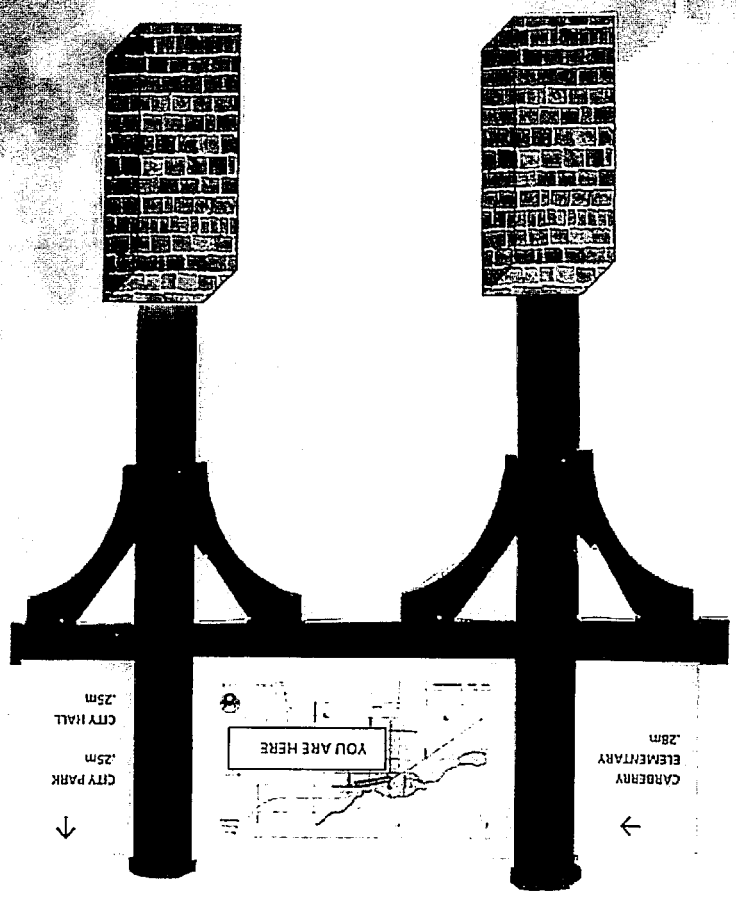
I am requesting from City Council a **MOTION to approve Pedestrian and Bicycle Master Pathways Plan.**

Attached is the plan for your review.

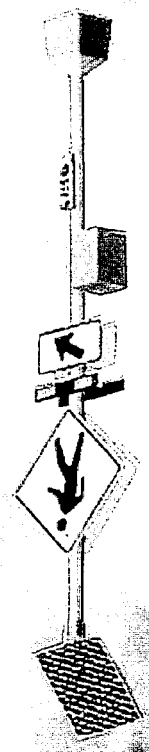
Thank you,

Clint Seamons  
Public Works Director





PEDESTRIAN & BICYCLE  
MASTER PATHWAYS PLAN



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## A. PURPOSE & GOALS

1. Develop an aesthetically pleasing and safe pathway system that links important community destinations such as parks, schools, neighborhoods, Emmett's Historic District, Commercial District, the Gem Island Sports Complex, the Payette River, and other Gem County pathways.
2. Create a connected network of pathways and pedestrian/bicycle infrastructure that serves both recreation and transportation needs. The network should provide a viable transportation alternative to motorized transportation. The network should be designed not only for recreation but to serve as means of transportation to get people from home to places of work, shopping, and services.
3. Establish the Payette River corridor as a greenway for recreation, water rehabilitation projects, community open space, flood control, and habitat preservation.
4. Use this Plan as the basis for prioritizing pedestrian and bicycle infrastructure improvements and expansions, including being used as a tool in seeking funding.
5. Develop site-specific pedestrian/bicycle plans for every school in the District, i.e. Safe Routes to School plans, that identify and prioritize new pedestrian/bicycle access opportunities and safety improvements, and connections to the larger network.
6. Work with the Idaho Transportation Department (ITD) to improve pedestrian and bicycle mobility and safety on Washington Ave. and Hwy 52.

The purpose of this Pedestrian and Bicycle Master Pathways Plan is to lay the groundwork for the location and design of future pedestrian and bicycle infrastructure, i.e. sidewalks, bike lanes, and multi-use pathways in the City of Emmett. It is not a plan to build or acquire right-of-way for any particular segment identified on the Plan Map. If the City, a property owner, a private developer, or any other entity does construct such infrastructure it will need to be done in substantial compliance with this Plan and other pertaining Emmett City Codes.

## B. EXISTING CONDITIONS

Emmett's first sidewalk ordinance was passed in 1893 after a Special Session of the City Council<sup>1</sup>. The Ordinance ordered new "cement walks" to be constructed on both sides of Main Street from the Farmer's Canal to the Odd Fellows corner (a three-block distance). At

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<sup>1</sup> "Gem County ID Historic Moments, News & Photos 1893-2010 (pg 5)

that time, the ordinance required cement walks to be 10 feet wide, and specified the manner and proportions in which the cement was to be mixed. Iron rings for hitching horses were to be inserted every 25 feet.

Since then the City's sidewalk standards and networks have changed and expanded quite a bit. However, much of the existing sidewalk network now is old and in disrepair. There are inconsistencies in sidewalk-widths and types of adjacent-curbs, missing gaps, and places where the sidewalk just ends . . . Thus, there are many different areas of the City where sidewalk improvements are needed for a continuous network.

Due to lack of infrastructure funding, the City must rely on property owners to repair existing sidewalks, and rely on new developments to construct new ones. Sidewalks are in the City's Right-of-Way but it is the responsibility of the property owner to repair and maintain them. In all new developments (residential and commercial) the City requires the installation of curb, gutter, and sidewalks. These requirements are brought forth through the City's Building Permit Process.

The updated Plan Map, that accompanies this Plan, does not show existing sidewalks located outside the priority corridors (see Appendix A). A more comprehensive sidewalk inventory was done in 2018 for the City's Transportation Plan Update which is also appended to this plan (see Appendix B). The Transportation Plan states that "sidewalks are less continuous in neighborhoods immediately to the north, northeast, and south of Downtown. Some outlying neighborhoods to the south, southeast, and southwest are devoid of sidewalks, while others have sidewalks but do not connect to the downtown network." In regards to existing bike lanes, there is one on-street bike lane located on both sides of 12<sup>th</sup> Street that extends west from S. Washington Ave. to Emmett High School, and another one planned on S. Johns Ave from 4<sup>th</sup> Street to 12<sup>th</sup> Street for 2021 construction.

Despite infrastructure funding barriers, Emmett's geographics and demographics make a good combination of conditions for creating a "bike friendly town". Most of the roads in the City are flat, well connected, and the City is still relatively small. The Payette River, one of Emmett's most beautiful natural assets, runs North across the City. The possibility of a continuous multi-use path along the River that connects to Emmett's Old Town and the City Park is a promising one. Such an attraction would bring several benefits to Emmett's residents, visitors, and business owners.

Emmett's demographics are mostly comprised of students, the elderly, and low-income households. Some are too young or too old to drive at all. Others just can't afford to own and drive a car. 27% of the population is under 18 years of age, and the proportion of those

aged 65 or older is higher than the State's average<sup>2</sup>. For these groups, walking and bicycling could be one of their primary modes of transportation, otherwise they depend on others for a ride. The cost of owning and maintaining a vehicle is increasingly expensive. One has to figure not just the cost of gas, but the cost of vehicle insurance, registration, expected maintenance, and unexpected repairs. The more pedestrian and bicycle trips made, the more Emmett residents can save money, stay active, and reduce traffic congestion!

## C. DESIGN STANDARDS

The American Association of State Highway and Transportation Officials (AASHTO) has developed national standards and guidelines for pedestrian and bicycle infrastructure, and other such paths. These standards and guidelines, which are periodically updated, have been embraced by the Idaho Transportation Department and the City of Emmett to protect the safety of pathway and bike lane users and to provide a consistent policy direction to planners and engineers.

The design standards in this section are divided into four major categories:

- Sidewalks (pedestrians only)
- Shared Use Paths (pedestrians, bicyclists, and other non-motorized users)
- Bicycle Facilities (no pedestrians allowed)
- Design Standards at Railroad crossings

These design standards were referenced from current publications by local, regional, and national agencies and organizations as of February 2020. Check the most recent editions of the referenced publications for the most up-to-date design guidance. It is important to note that, of the referenced publications, only the Manual on Uniform Traffic Control Devices (MUTCD) and Americans with Disabilities Act (ADA) are mandated by state or federal law; the other publications represent generally-accepted guidance/standards/best-practices.

### SIDEWALKS

In accordance with AASHTO recommendations, the City of Emmett Code 6-1-7 prohibits the use of bicycles, skateboards, or motor vehicles on sidewalks. Although not explicitly stated in the Code, electric-assisted bicycles and e-scooters are generally treated the same as bicycles in this circumstance. Design of sidewalks in the City of Emmett should be in accordance with the current edition of the Idaho Standards for Public Works Construction (ISPWC). Sidewalks, ramps, and other pedestrian facilities are subject to ADA requirements.

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<sup>2</sup> City of Emmett Transportation Plan 2018 (pg 5)

Where there is sufficient Right-of-Way, sidewalks that create a buffer between pedestrians and moving vehicles are preferred. Fencing should be no closer than 1.5 feet from sidewalk edge to allow full use of width of sidewalk.

### SHARED USE PATHS

Shared use paths (also called multi-use or multi-purpose paths) may be used by bicyclists, pedestrians, and other non-motorized users. Shared use paths are physically separated from motor vehicle traffic by open space or barriers and are typically two-way facilities, as shown in Figure 1 below. This design guidance for shared use paths is referenced from the Fourth Edition (2012) of the AASHTO Guide for the Development of Bicycle Facilities. Please reference the 2020 edition, expected later 2020.

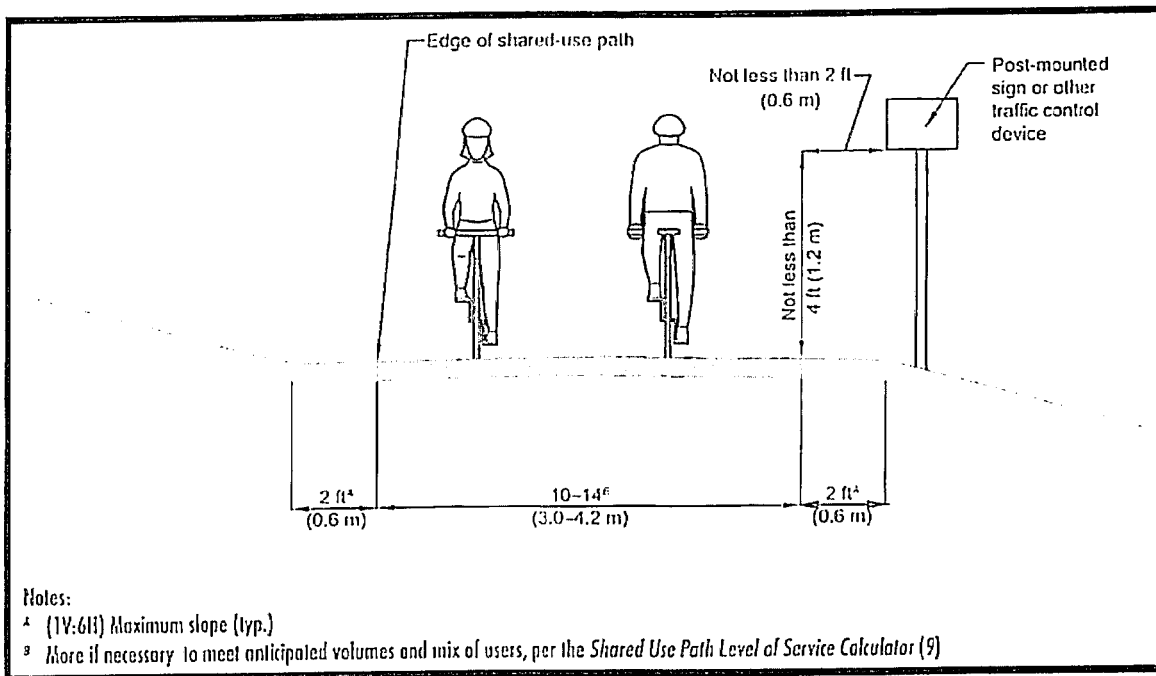


Figure 1: Typical Cross-Section of a Two-Way Shared Use Path (Source: AASHTO Guide for the Development of Bicycle Facilities, Fourth Edition 2012)

Ten (10) feet is the standard minimum width for a separated multiple-use path. Twelve (12) feet is preferred in order to provide enough distance when passing. A minimum 2-foot graded area should be maintained adjacent to both sides of the pavement to provide clearance (shy distance) from poles, trees, fences and other obstructions.

## Sidepaths

Shared use paths adjacent to roadways, also known as "sidepaths", can be appropriate if there are minimal street/driveway crossings, but frequent crossings are an operational and safety concern, as shown in Figure 2 below.

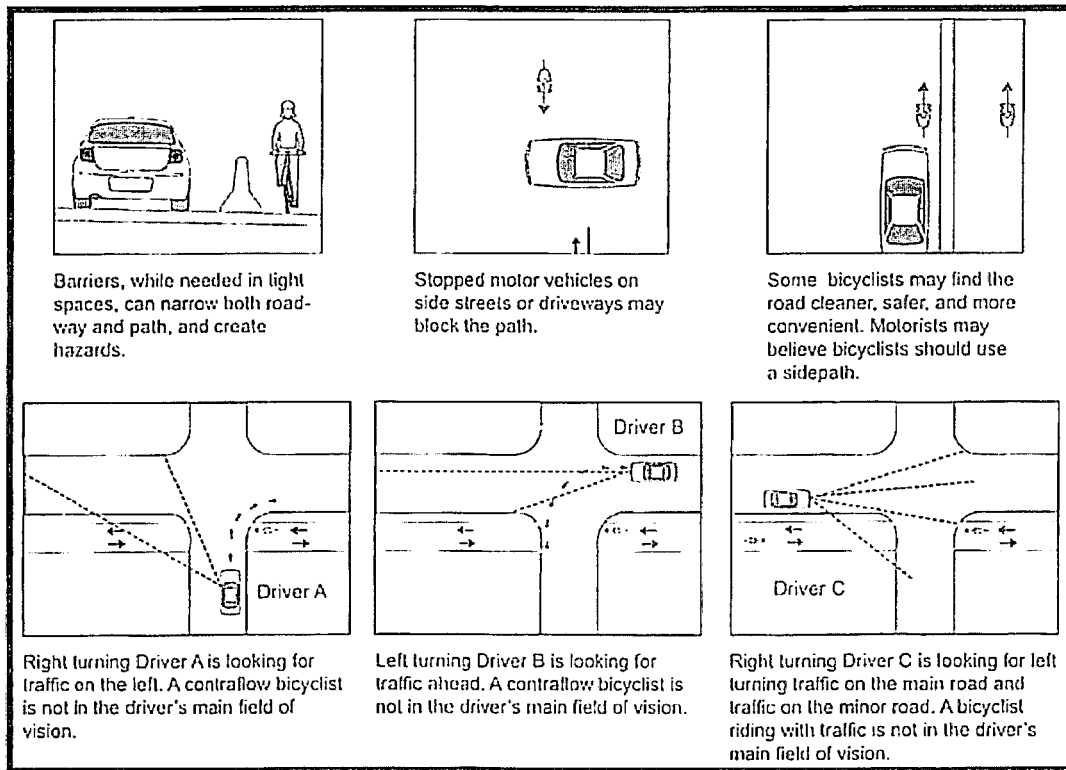


Figure 2: Potential Sidepath Conflicts (Source: AASHTO Guide for the Development of Bicycle Facilities, Fourth Edition 2012)

Where a shared use path must be adjacent to a roadway due to right-of-way or physical constraints, there should be a 5-foot minimum width separating the pathway from the roadway, or a physical barrier of sufficient height (equivalent to a standard guardrail) should be installed. Vertical elements (candles) should be used to identify driveways and crossings.

## BICYCLE FACILITIES

Dedicated bicycle lanes, paved shoulders, and shared lanes are the three main categories of bicycle facilities. The design guidance below for bicycle facilities is referenced from the Fourth Edition (2012) of the AASHTO Guide for the Development of Bicycle Facilities. Please reference the 2020 edition, expected later 2020.

## Dedicated Bicycle Lanes

Where bicycle travel and demand are substantial, a dedicated bicycle lane can be provided for preferential/primary use by bicyclists. Guidance allows bike lanes to be as narrow as 4 feet wide or 5 feet wide including the gutter pan. This Plan encourages bike lanes to be at least 5 feet wide excluding the gutter pan wherever possible to provide space for bicyclist's comfort and safety. Where there are high traffic volumes or higher speed traffic, bike lanes can be enhanced with a protective buffer, extruded curbing and vertical elements such as candles. Bike lanes must be well marked and signed to call attention to their preferential use by bicyclists; see the most recent edition of the MUTCD for signing and marking standards and guidance.

AASHTO guidance for bike lane widths are summarized in Figure 3 below. Further guidance can be found in the National Association of City Transportation Officials Urban Bikeway Design Guide and the FHWA Small Town and Rural Multimodal Networks guide.

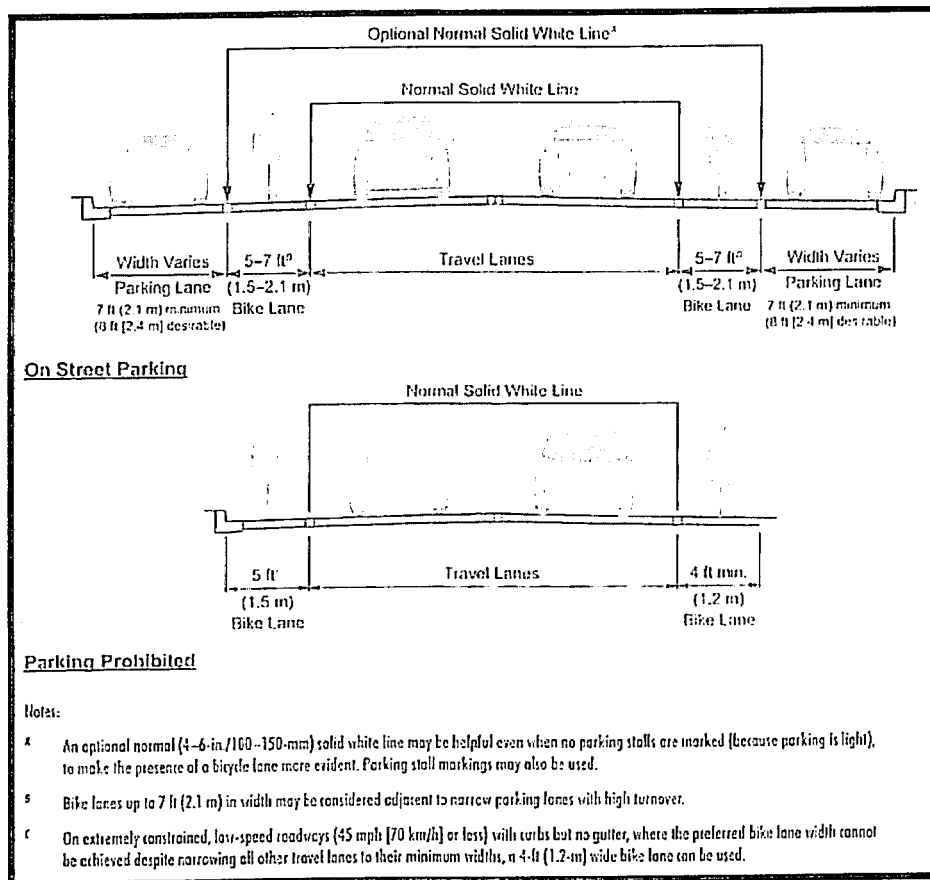


Figure 3: Bike Lane Cross-Sections (Source: AASHTO Guide for the Development of Bicycle Facilities, Fourth Edition 2012)



### **Paved Shoulders**

Smooth, paved roadway shoulders can operate as bikeways to provide a suitable area for bicycling alongside faster-moving motor-vehicle traffic. The majority of rural bicycle travel on the state highway system is accommodated on shoulder bikeways. Adding or improving shoulders can often be the best way to accommodate bicyclists in rural areas; even minimal-width shoulders (2-3 feet) are an improvement over no shoulders at all.

Paved shoulder width should be at least 5 feet from lane line to face of guardrails, curbs or other roadside barriers. A 4 foot width is allowable on uncurbed cross-sections with no obstructions immediately adjacent to the roadway, but not recommended.

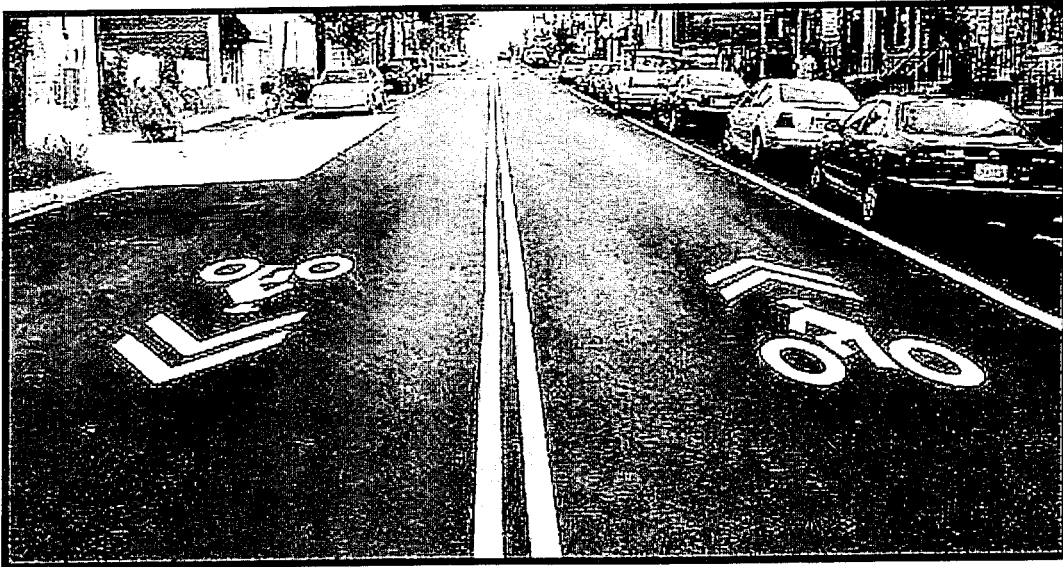
### **Rumble Strips**

Shoulder rumble strips create a rough and un-rideable surface for bicycles. However, in some cases, research shows it is an effective way to keep drivers, pedestrians, and bicyclists safe. For example, research has been done on Idaho rural highways showing that, narrowing lanes widths to 11 feet, and putting a rumble strip on the shoulder lanes' marking makes it safer for drivers and anyone using the shoulder. If it is determined that rumble strips ought to be use, a minimum 4 foot wide smooth surface should be provided between the rumble strip and outside edge of the paved shoulder; a minimum 5 foot smooth surface should be provided between a rumble strip and face of guardrails, curbs or other roadside barriers.

### **Shared Lanes & Bicycle Boulevards**

In a shared lane, bicyclists and motorist share the same travel lane, see Figure 4 below. They are an acceptable solution for low-speed city streets when there is inadequate width to provide dedicated bike lanes or paved shoulders. Delineating shared lanes with signs or pavement markings are recommended; see the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD) for signing and marking standards and guidance.

A shared lane with 14 feet of total usable width is desired in an urban setting which allows a motor vehicle and a bicycle to operate side by side. Usable width of a shared lane is normally measured from lip of gutter to lane line. Widths greater than 16 feet may encourage the undesirable operation of two motor vehicles in one lane. In this situation, consideration should be given to striping a bicycle lane or shoulder bikeway. Where bicycle travel is significant, shared lanes may be signed as bicycle routes.



*Figure 4: Example of a Shared Lane with Shared-Lane markings*

A bicycle boulevard is a type of shared roadway, see Figure 5 below, designed to offer priority for bicyclist operating within a roadway shared with motor vehicle traffic. For more design guidance on shared lanes and bicycle boulevards please reference the Small Town and Rural Multimodal Networks guide.



*Figure 5: Example of a Shared Lane with Bike Boulevard markings*

## RAILROAD CROSSING DESIGN STANDARDS

There are at least two locations where existing pathways cross a railroad track, and more locations where planned pathways may cross in the future. As you can see, the Idaho Northern & Pacific Railroad (INPR) corridor is shown on the Master Pathways Plan Map (See Appendix A). The following options exist to improve pedestrian/bicycle safety when crossing the tracks: Pathway-railroad crossings located within 25 ft of the traveled way of a roadway do not require additional signage or traffic control devices<sup>3</sup> according to MUTCD Section 8D.05 and 8D.06.

Off-street pathway-railroad crossing should include signing and markings as shown in Figure 6 below; according to MUTCD Section 8B.04, Yield (R1-2) signs should be used unless an engineering study determines a Stop (R1-1) Sign is more appropriate for particular location.

Unless there is restricted sight distance, “active” traffic control devices such as automatic gates or flashing light should both be needed for off-street pathways in Emmett, considering the low train volumes (two trains per day according to Crossing Inventories from the Federal Railroad Administration)<sup>4</sup>.

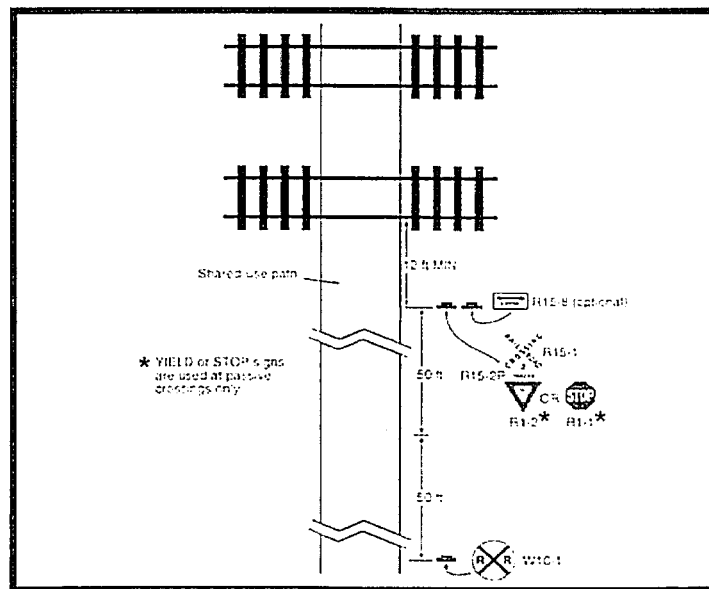


Figure 6: Example of an off-street pathway railroad crossing

<sup>3</sup> Assumes the roadway-rail crossing is adequately signed with a Crossbuck (R15-1) sign at a minimum, according to MUTCD Section 8B.03.

<sup>4</sup> The MUTCD does not specify warrants or conditions that require active traffic control devices at railroad crossings, and instead states that the public agency with jurisdiction over the pathway should determine the need and selections of devices.

## D. CONNECTIVITY

As one of the major stated goals above, the Pedestrian and Bicycle Master Pathways network ought to be linked to parks and other recreational areas, such as the Gem Island Sports Complex and the Payette River. A continuous connection from Historic Main Street to the Gem Sports Island Complex is identified on the Plan Map as a Future Priority Pathway. A connection between the City Park and the River via N. Johns Ave. and from Downtown to the City Cemetery are also identified as Future Priority Pathways. Although the City Cemetery is uphill from town, it is still quite an attraction to ascend to. That route is on ITD's Hwy 52, where the speed limit increases, so it is even more important that there is a safe pathway for pedestrians/bicyclists on that route.

## E. WATERWAYS, RIGHT-OF-WAYS & EASEMENTS

There are significant portions of the City's existing and proposed pathways that are immediately adjacent to the Payette River or are on other waterways that are on private property. Potential disagreements over right-of-way could arise due to the lack of written authorization for the City's pathways to cross private land bordering the Payette River.

According to Idaho Fish and Game, Chapter 16, Title 36 – Recreational Trespass, the public has access along all navigable streams up to the high-water line. Navigable streams are defined as "any stream which, in its natural state, during normal high water, will float cut timber having a diameter in excess of 6 inches or any other commercial or floatable commodity, or is capable of being navigated by oar or motor propelled small craft for pleasure or commercial purposes." According to Gem County, there is a public easement on, and only on, the old mill property. When dealing with properties outside the City limits, the Public Works Department is advised to approach land owners and receive written documentation authorizing the pathway to cross private land. A plan should be created to address maintenance along the private land to alleviate land owners potential worry about littering, vandalism, etc.

## F. SIGNAGE, LIGHTING, & AMENITIES

Public awareness of the network plays a key role in reaching the goals of this Plan. Signage should be installed at access points to provide direction and mileage to other access points and popular destinations. Please see Appendix D for a preview of the map board design.

As funding and construction of the pathway system materializes, the City's goal is to provide pedestrian and bicyclist amenities along its pathways. A separate pathway amenities plan is needed to determine the type and placement of such amenities, including:

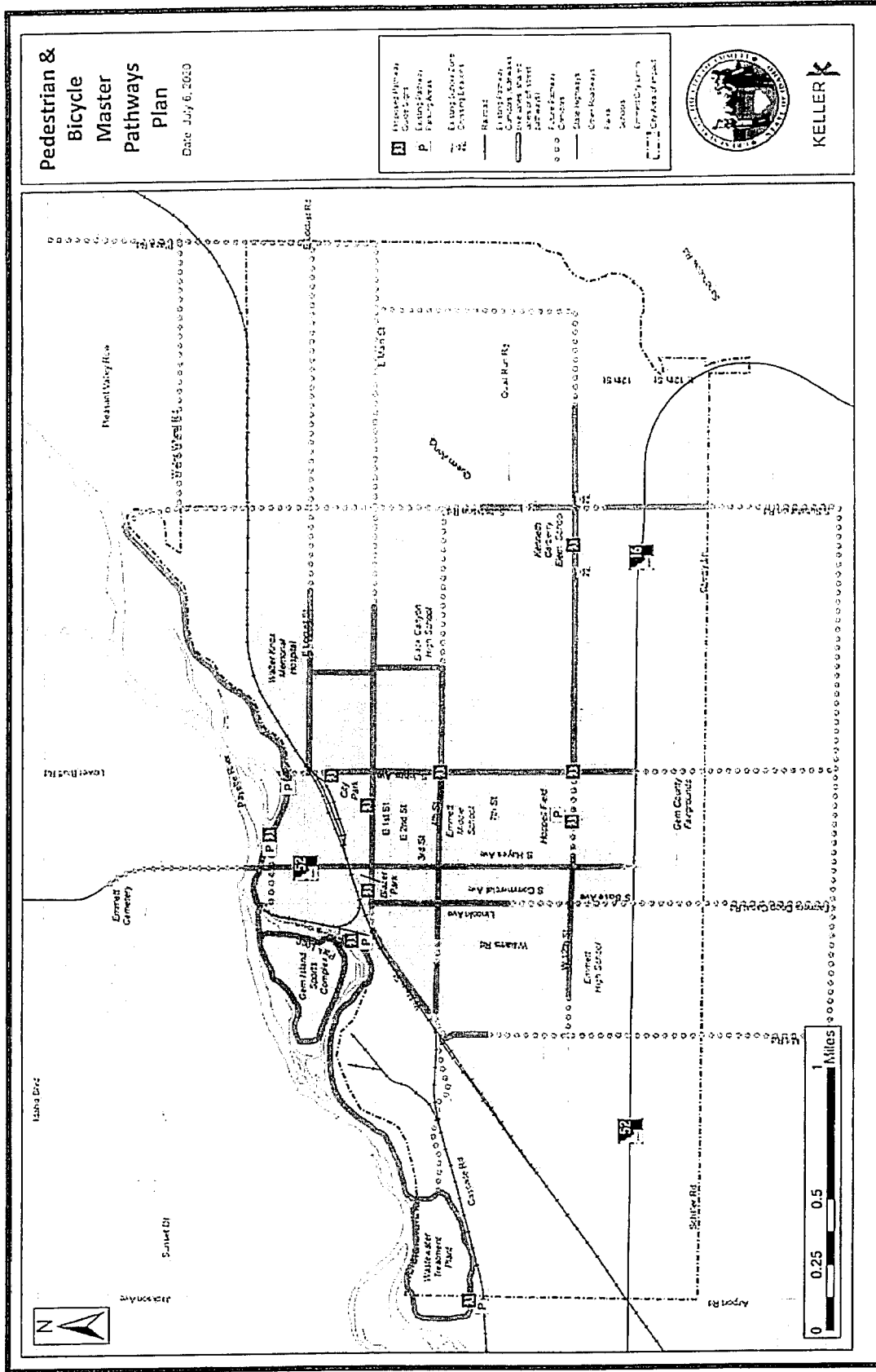
- Benches
- Trash receptacles
- Distance and location markers
- Directional signs
- Lighting

## G. SAFETY & PRESERVATION

Public safety and pathway preservation are high priorities for the City of Emmett's pathway system. To enhance safety as the system expands, guidelines and/or ordinances may be adopted in such areas as leashing rules, safety lighting, traffic signs/signal-crossings, and ensuring that access points and visual corridors are protected.

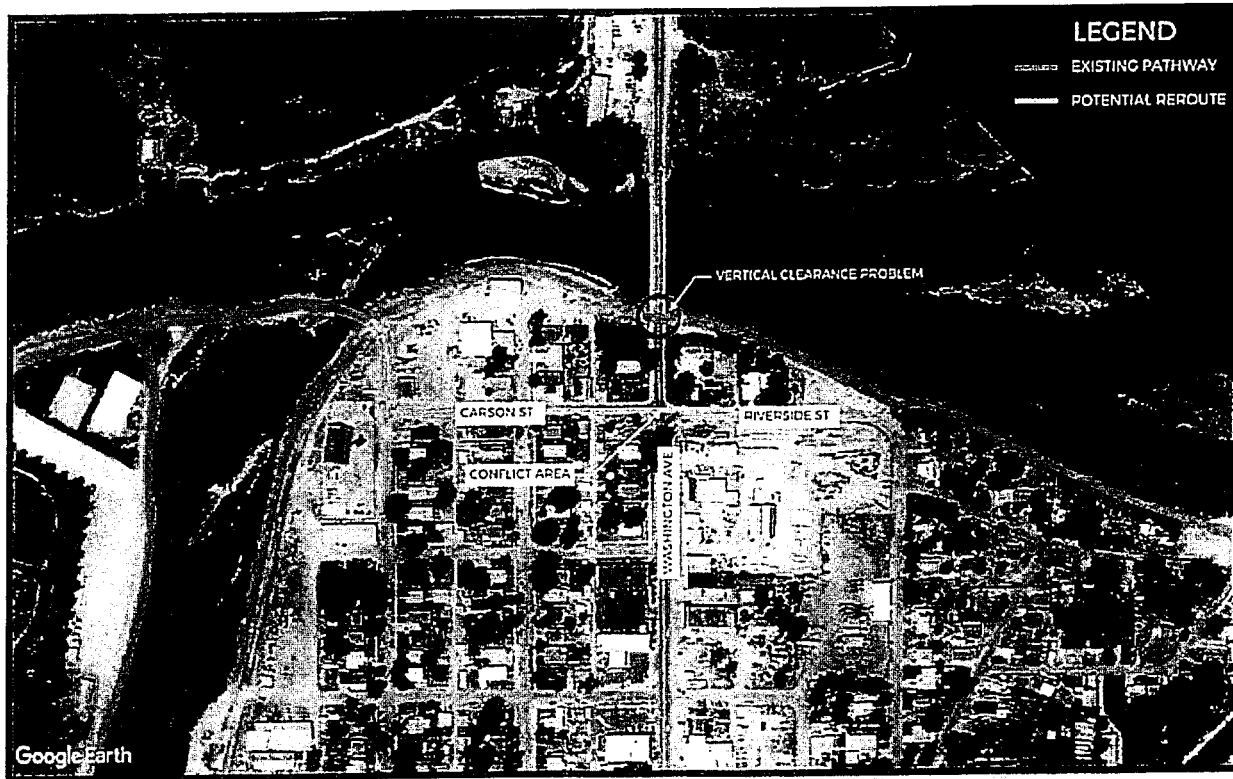
To facilitate the need to keep motorized vehicles off the paths, bollards are recommended to be installed at some of the access points. Existing parking areas for the pathway system are shown in the Plan Map. At some of these locations along the Payette River, chains are in place to deter motorized vehicles (ATV, UTV) from riding on the pathway; however, the chains have been cut multiple times and motorized vehicles still ride on the paths. If access is required by maintenance vehicles, removable bollards may be installed and locked in place.

# APPENDIX A: PEDESTRIAN & BICYCLE PATHWAYS PLAN MAP





## APPENDIX C: WASHINGTON AVE. & HWY 52 CROSSING



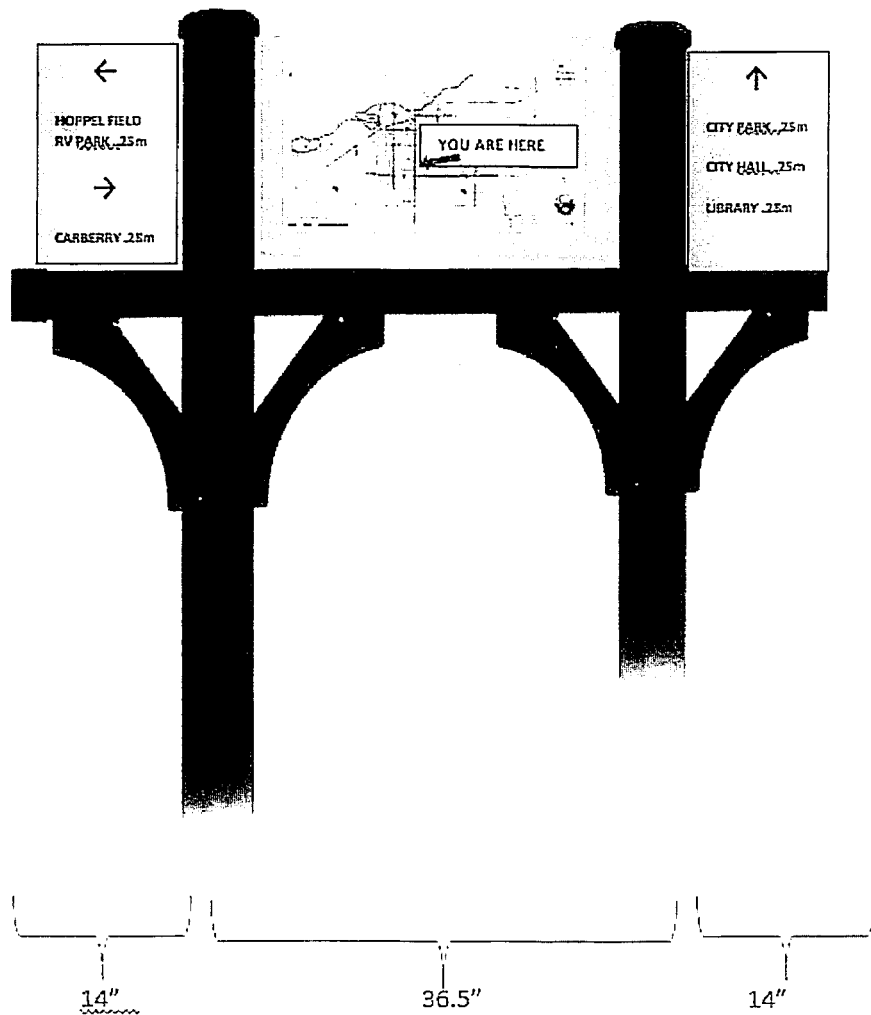
The existing pathway alignment along the Payette River passes under the Washington Ave (ID-52) bridge, with 7 to 9 feet of vertical clearance between the pathway and bridge structure. This does not meet current AASHTO recommendations. According to their Guide for the Development of Bicycle Facilities 4<sup>th</sup> Edition, the minimum vertical clearance for pathways is 8 feet with a desired height of 10 feet. Currently, the pathway is not maintained under the bridge crossing. Consequently, pathway users have to depart from the pathway and cross Highway 52 above the trail or somewhere else. It is important to note that the pathway is on top of an existing non-FEMA-certified levee that does provide flood protection against river flooding.

One option could be to re-route the pathway around the bridge onto Riverside St./Carson St. This option, while functional, puts users of the pathway in more contact with traffic and introduces a conflict area at the intersection of Washington Ave & Riverside St./Carson St. Options that involve further excavation under the bridge may impact the floodplain and floodway which has permitting implications with the Federal Emergency Management Agency (FEMA). A more in-depth analysis of design and permitting considerations will be necessary when this portion of the pathway is in the implementation stage.



## APPENDIX D: MAP BOARD DESIGN

Specifications: prefabricated post mount, two-sided, heavy duty aluminum construction, bronze powder-coated finish, includes two 14 inch arms, and one 36-1/2 inch center bridge. Posts are approximately 4 inches x 4 inches wide. Posts ought to be concreted 24 inches in the ground, with historic red brick surrounding base to resemble the old "EMMETT" monument sign and be consistent with Emmett's historic character.





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

Wednesday, October 07, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve IDAHO COMMUNITY FORESTRY PROGRAM, COMMUNITY FORESTRY ADVISOR AGREEMENT between city of Emmett and Gerry Bates, South Idaho Community Forestry Assistant with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons  
Public Works Director

**IDAHO COMMUNITY FORESTRY PROGRAM  
COMMUNITY FORESTRY ADVISOR AGREEMENT**

**THIS AGREEMENT** is made on

**Sept 30, 2020**

**BETWEEN**

1. **The City of Emmett, Idaho;** ("City") and
2. **Gerry Bates, South Idaho Community Forestry Assistant** ("Contractor")

Collectively referred to as the "Parties".

The City wishes to be provided with the Services (defined below) by the Contractor and the Contractor agrees to provide the Services to the City based on the terms and conditions of this Agreement.

**1. Key Terms**

**1.1 Services**

The Contractor shall provide assistance for the following Services to the City in accordance with the terms and conditions of this Agreement:

- a. Employee education for pruning of mature and young trees
- b. Tree insect and disease identification and suggest appropriate control measures
- c. Assistance with completion of a public tree inventory
- d. Establishment of a long-term Community Forestry master plan
- e. Prioritization of management needs within the master plan
- f. Support and training for the City Tree Advisory Committee
- g. Tree Ordinance review and recommendations for enhancement
- h. Identification of high risk trees are subject to disclaimer listed in limitation of liability section (section 2.2)

In accordance with Contractor's status as an independent contractor and not as an employee, the City shall not have the right to control the means or methods by which Contractor performs the Services. However, the City shall have the right to control or direct Contractor as to the result to be accomplished with respect to such Services.

**1.2 Delivery of the Services**

- a. **Start date:** The Contractor shall commence the provision of the Services on August 1<sup>st</sup>, 2020.
- b. **Completion date:** The Contractor shall complete/cease to provide the Services on July 30, 2021 ("Completion Date").

- c. **Annual agreement:** This agreement can be renewed annually, upon agreement of the parties and based on continued funding from the Idaho Department of Lands for the Idaho Community Forestry Program.
- d. **Limitation of services provided:** Because of time and travel restrictions, services will be provided in the timeliest manner possible as agreed upon by the Contractor and the City. It is recognized that much of the work needs to be accomplished in the City; however, much of the administrative work will be done at the Contractor's office.
- e. **Estimate of Time Required:** The Contractor can't be certain of the time required to complete the services requested by the City. The time required will depend upon the skill and knowledge of City employees, the activities requested by the City, the level of participation by the City and other variables. The Contractor will visit the City, with advance notification, at least 6 times a year, to work on the Services listed in Section 1.1.

### 1.3 Cost of Services

- a. Contractor, Gerry Bates (Forty Solutions), will not charge City for the outreach services identified in this agreement, including time, travel, lodging, meals or office expenses. Services will be provided at NO COST to the city.
- b. The City will be responsible to provide for any tools, employee travel, copies, legal fees, etc that the city deems necessary for the enhancement of their Community Forestry program.

## 2. Limitation of liability

- 2.1 The Contractor will carry his own Workman's Compensation Insurance and Liability insurance as a part of his contract with the Idaho Department of Lands.
- 2.2 Due diligence requires that tree owners undertake tree risk assessments in order to identify extreme and high risk trees and mitigate those risks as a means of ensuring public safety. Nothing is without risk. Trees are living organisms and their conditions change over time. The risk a tree poses may develop rapidly during adverse conditions. Risk assessment does not ensure perfection but should ensure that all reasonable efforts have been made to identify extreme risk and potentially high risk trees present **at the time of assessment**. It is not possible to completely eliminate all risks associated with trees. The City and Contractor's goal is to identify situations where the likelihood of a risk associated with a tree, and the severity of the associated consequences are extreme or high as defined in the Best Management Practices for ANSI A300—Tree Care Standards part 9. The contractor will complete one Limited Visual (level one) tree risk assessment for public trees, and prescribe prioritized mitigation actions to reduce those risks to reasonable levels. The Contractor assumes no liability, express or implied, for recommendations on risk assessment. The decision of how much risk is tolerable or to implement

any higher-level (more detailed) assessments that may be warranted remains with the City.

**2.3 Term and Termination**

- a. This Agreement shall be effective on the start date identified herein and shall continue, unless terminated sooner in accordance with Clause 2.3(b), until the Completion Date.
- b. Either Party may terminate this Agreement upon notice in writing if:
  - i. The other is in breach of any obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or
  - ii. A voluntary arrangement is consensually agreed upon due to unforeseen circumstances.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

CITY OF EMMETT

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

\_\_\_\_\_  
Attest by Lyleen Jerome, Deputy City Clerk

Approved By City Council On: \_\_\_\_\_

SIGNED by )  
for and on behalf of ) *Gerry Bates*  
**[Gerry Bates, Contractor]** )

Note: The Idaho Community Forestry Program is a program of the Idaho Department of Lands, supported by the USDA Forest Service.

### October 13

- Emmett Impact fee update
- Master Pathway and Pedestrian Plan
- IDAHO COMMUNITY FORESTRY PROGRAM COMMUNITY FORESTRY ADVISOR AGREEMENT between city of Emmett and Gerry Bates, South Idaho Community Forestry Assistant.
- Actual Cost Railroad Construction Agreement, North Johns Avenue Railroad Crossing AAR/DOT Crossing NO 818728L Project No A020(578) Key No 20578 Idaho Transportation Department Agreement No 9840 Between Idaho Northern and Pacific Railroad Company and City of Emmett
- Actual Cost Railroad Construction Agreement, North Johns Avenue Railroad Crossing AAR/DOT Crossing NO 818726X Project No A020(364) Key No 20364 Idaho Transportation Department Agreement No 9839 Between Idaho Northern and Pacific Railroad Company and City of Emmett
- Approval of New Hanger Lease Agreement - Anderson (3 tie-downs)
- Approval of Termination of Hanger Lease Scott K. and Helen K. Carter
  
- Building Permit Fee Waiver for PR2TA – Brian Item



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

Wednesday, October 07, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Actual Cost Railroad Construction Agreement, North Johns Avenue Railroad Crossing AAR/DOT Crossing NO 818728L Project No A020(578) Key No 20578 Idaho Transportation Department Agreement No 9840 between Idaho Northern and Pacific Railroad Company and City of Emmett with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons  
Public Works Director

# ACTUAL COST RAILROAD CONSTRUCTION AGREEMENT

## NORTH JOHNS AVENUE RAILROAD CROSSING

AAR/DOT CROSSING NO. 818728L

PROJECT NO. A020(578)

KEY NO. 20578

IDAHO TRANSPORTATION DEPARTMENT AGREEMENT No. 9840

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **IDAHO NORTHERN & PACIFIC RAILROAD COMPANY**, a corporation of the State of Delaware, hereinafter called the "Company"; the **CITY OF EMMETT**, a political subdivision of the State of Idaho, hereinafter called the "City"; and the **IDAHO TRANSPORTATION DEPARTMENT**, hereinafter called the "State".

### GENERAL DEFINITIONS:

The following definitions apply to this Agreement:

Authorized User	Any entity that has rights by permit, agreement, or contract to use Company property including tracks.
Contractor	Individual, partnership, firm, corporation, or any combination thereof including their respective officers, agents, employees and their respective subcontractors including officers, agents and employees that are contracted to perform work on the Project administered by the State.
Crossing	At-grade highway-railroad crossing of railroad track(s) by a highway for use by highway traffic including pedestrians located at railroad milepost <b>0027.41</b> on the <b>Thunder Mountain Line</b> in <b>GEM</b> County, Idaho.
Crossing Signals	Automatic flashing-light traffic control devices with train activation equipment, including gates when specified, used to control highway traffic including pedestrians for a highway-railroad at-grade crossing.
Crossing Surface	The highway surface area between the rails plus two feet outside of the rails of railroad track(s) of a Crossing.
Job Site	Area(s) of work on Company property as approved by the Company.
Plans	The completed Project plans assigned the Project Number and Key Number as shown on the first page of this Agreement that have been approved in writing by the Company's Chief Engineer-Design or an authorized representative.
Project	The work defined by the plans and specifications developed by the State with approval from the Company that is assigned the Project Number and Key Number as shown on the first page of this Agreement.



**PURPOSE:**

The City, Company and State desire to improve the safety of a Crossing at railroad milepost **0027.41** on the **Thunder Mountain Line** in **GEM** County, Idaho identified as AAR/DOT Crossing **#818728L** and referenced by roadway name **NORTH JOHNS AVENUE**, within the **City of Emmett, GEM** County, Idaho. These improvements consist of upgrading the Crossing Surface with new insulated concrete panels (planking) and the roadway paving between the concrete surfacing.

The Company will provide all Labor, Equipment and Material for the removal of the existing Crossing Surface (also called railroad planking), installing new Crossing Surface of insulated concrete planking, provide railroad flagging and other railroad protective services at project expense.

The City, or through its contractor, will provide all the labor, equipment and material for reconstruction of the roadway approaches up to the new crossing surfacing, the hauling and disposal of removed existing materials from the project site, replace all advance warning signs, install standard pavement markings and provide roadway traffic control at Project expense.

The State will prepare the agreement for the project, administer project funds, and provide necessary inspection of work at project expense.

This agreement sets out the terms for the installation, operation, maintenance, and payment of the work of upgrading the crossing by installing new crossing surface, , and the reconstruction of the roadway approaches up to and through the crossing surface area.

## 1. State, Company and City Contact Persons

- A) The Company is to submit billings and documentation to the State's contact person for project costs reimbursements, and both the Company and City are to coordinate all activities through the State's contact person of: **Blaine Schwendiman**  
**Idaho Transportation Department - District 3**  
**8150 Chinden Blvd.**  
**Boise, Idaho 83707**  
**Telephone number: (208) 334-8925 - Office**

The State may change its contact person by notifying the Company's and City's contact person in writing.

- B) The City and/or State are to coordinate all activities on Company property through the Company's contact person of: **Jeff Short, Supervisor of Operations**  
**Idaho Northern & Pacific Railroad Company**  
**119 N. Commercial Avenue**  
**Emmett, ID 83617**  
**Telephone number: (208)365-6353 - Office**

The Company may change its contact person by notifying the State's and City's contact person in writing.

- C) The Company and/or State are to coordinate all activities on the project through the City's contact person of: **Clint Seamons, Public Works Director**  
**City of Emmett**  
**601 East 3<sup>RD</sup> Street**  
**Emmett, Idaho 83617**  
**Telephone number: (208) 365-9569 - Office**

The City may change its contact person by notifying the State's and Company's contact persons in writing.

## 2. Work by the Company

- A) The Company will provide all Labor, Equipment and Materials for the work of removing the existing Crossing Surface materials, installing new Crossing Surface of insulated concrete, ballast, ties, provide railroad flagging and other railroad protective services at the Project expense.
- B) The installation of the Crossing Surface is to be as shown by the detailed plan sheets labeled as **Exhibit "A"** and generalized Standard Detail for a Crossing labeled as **Exhibit "B"** hereto attached and made a part of this Agreement. **Exhibit "A"** and **Exhibit "B"** are intended to be complementary in describing and providing information for work by the Company. In the case of discrepancy **Exhibit "A"** will govern over **Exhibit "B"**.
- C) The Company shall furnish, at project expense, detailed plan sheets, specifications, lists of materials, and estimates of cost that may be required in addition to those prepared by the State/City. These plan sheets, specifications, lists, and estimates are hereby made a part of this Agreement by reference.
- D) The Company shall not begin installation of the Crossing Surface at the crossing until authorization is received from the State. The Company shall notify the State forty-eight (48) hours prior to the commencement of work on the project.

- E) The Company shall notify the State in writing of the date when all work by the Company is completed on the project.
- F) The Company, State, and City shall make a joint inspection after the completion of all work by the Company on the project.

### **3. Flagging and Protective Services by the Company**

The Company, at its determination, may provide inspection, security, flagging, or other protective services as necessary for the protection of Company property or operations whenever there are activities or operations on Company property. The cost of railroad flagging or other protective services provided by the Company will be at project expense during project construction and at City expense after completion of the Project.

### **4. State to Reimburse Company by Actual Cost**

- A) The State will reimburse the Company for the actual cost of work at project expense. Actual cost of work by the Company includes, but is not limited to, design and estimating costs, procurement of materials, delivery costs to the project site, equipment costs, labor, and normal & customary direct and indirect labor costs & additives. The estimated cost of the work is a total of \$ 139,034.00; consisting of \$ 139,034.00 for materials of the Crossing Surface, including engineering, construction, equipment, and railroad flagging and protective services. Cost estimating information is labeled as **Exhibit "C"** hereto attached and made a part of this Agreement.
- B) The Company shall notify the State whenever actual costs exceed estimates of costs by fifty thousand dollars (\$50,000) prior to continuing work.
- C) The Company may submit billings for reimbursement of Project expenses to the State for progress payments during the progress of the work. The Company shall submit a final bill to the State for reimbursement of all Project expenses within one hundred twenty (120) days after completion of the work. All billings shall include supporting documentation, applicable to the Project, used by the Company to substantiate the Project expenses.
- D) The State shall pay progress billings within forty-five (45) days and final billing within ninety (90) days after receipt of the bills. All payments are subject to the findings of a final audit by the State.
- E) Reference to the Project Number, Key Number, and AAR/DOT Crossing Number shall be indicated on all bills, correspondence, and records pertaining to this Project.

### **5. Working by the City on Company Property**

- A) The City shall furnish all labor, materials, and equipment necessary for the complete construction and installation of the roadway at the Crossing as shown by detailed plan sheets labeled as **Exhibit "A"** and generalized standard detail for a Crossing labeled as **Exhibit "B"** hereto attached and made a part of this Agreement, at Project expense.
- B) All work by the City on Company property shall be done in a manner satisfactory to the Company. The work shall be performed at such time and in such manner as not to damage the track or interfere unnecessarily with the movement and operations of trains or traffic upon the track(s) of the Company or the Company's Authorized Users.

- C) The City shall provide the Company at least ten (10) business days advance notice before any work is to be performed within Company property. This is to enable the Company to furnish railroad flagging and/or other protective services as might be necessary to ensure the safety of the Company operations.
- D) The City is to consider recommendations made by the Company regarding activities or operations on Company property. The City is not relieved of any liability by accepting recommendations made by the Company.
- E) All personnel working within twenty-five (25) feet of any railroad tracks must be trained in accordance with all regulatory and Company safety requirements prior to performing work. The City is responsible for ensuring all of its personnel have in their possession required identification, certificates and licenses necessary when performing work on or within twenty-five (25) feet of the railroad tracks.
- F) City personnel shall be suitably dressed to perform work safely and in a manner that will not interfere with vision, hearing, or free use of hands or feet when on Company property. Shirts are to be waist length with sleeves. Trousers are to cover the entire leg with any flare-legged style tied to prevent catching. Footwear shall be sturdy like work boots; no open toe shoe (like sandals), thin soled (like a tennis or walking shoe), or shoes with high heels are to be worn. Additionally the following personal protective equipment is to be worn:
  - a) Protective headgear, commonly called a hard-hat, which meets the American National Standard-Z89.1, latest revision. It is suggested that all hard-hats be affixed with the entity's name or logo.
  - b) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1, latest revision. Additional eye protection shall be provided to meet specific job situations such as welding and grinding.
  - c) Hearing protection that affords protection from noise levels that may be occurring on the Job Site.
- G) Work on the Job Site shall not cease without the Company's written consent and subject to such reasonable conditions as the Company may specify. It is understood that the Company's tracks at and in the vicinity of the work will be in use during progress of the work and that movement or stoppage of rail traffic including track maintenance equipment may cause delays in the work of the Project. The State hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against the Company.
- H) All work shall be performed in compliance with all applicable Federal, State, and local laws, and regulations affecting the project work including, without limitation, all applicable Federal Railroad Administration regulations.
- I) The City, at no expense to the Company, shall provide and maintain suitable facilities for draining the highway and its appurtenances. The City shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, including water from the Company's culvert and drainage facilities), so that said waters may not be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Company or any part thereof, or property of others.
- J) Should the City hire a Contractor to do work within the Company property, the Contractor shall abide by the requirements of **Exhibit "D"** hereto attached and made a part of this Agreement.

- K) The City, State, and Company shall make a joint inspection after the completion of all work by the City on the project.

#### **6. Installation and Maintenance of Signs and Pavement Markings**

- A) The City shall furnish all labor, materials, and equipment necessary for the complete construction and installation of roadway feature improvements, advanced warning signs and pavement markings approaching to and at the crossing at project expense.
- B) Maintenance of the roadway features, advance warning signs and pavement markings for the crossing shall be by the City at its own expense.

#### **7. State to Reimburse City by Actual Cost**

- A) The State will reimburse the City for the actual cost of work at Project expense. The estimated cost of the work is a total of \$ 150,000.00 .
- B) The City may submit billings for reimbursement of Project expenses to the State for progress payments during the progress of the work. The City shall submit a final bill to the State for reimbursement of all project expenses within one hundred twenty (120) days after completion of the work. All billings shall include supporting documentation, applicable to the project, used by the City to substantiate the project expenses.
- C) The State shall pay progress billings within forty-five (45) days and final billing within ninety (90) days after receipt of the bills. All payments are subject to the findings of a final audit by the State.
- D) Reference to the Project Number, Key Number, and AAR/DOT Crossing Number shall be indicated on all bills, correspondence, and records pertaining to this Project.

#### **8. Insurance Furnished by State and City**

- A) The State, as an agency of the State of Idaho, is self-insured through the State of Idaho's Retained Risk Account, which is established pursuant to Title 67 Idaho Code Chapter 57 and is administered through the Office of Insurance Management in the State Department of Administration for comprehensive general liability for personal injury and property damage. Pursuant to the Idaho Tort Claims Act, Title 6 Idaho Code Chapter 9 the liability of the State for damages, costs, and attorney fees on account of bodily injury or personal injury, death, property damage, or other loss arising out of its negligence or otherwise wrongful acts or omission and those of its employees acting within the course and scope of their employment or duties is limited to five hundred thousand dollars (\$500,000). The Company and authorized users accept these coverages and limits as adequate.
- B) The City provides without expense to the Company and Authorized Users a minimum of five hundred thousand dollars (\$500,000) of liability insurance for bodily or personal injury, death, or property damage or loss as the result of any one occurrence or accident, regardless of the number of persons injured or the number of claimants in accordance with Title 6 Idaho Code Chapter 9, Sections 6-924 and 6-926. The Company and authorized users accept these coverages and limits as adequate.

## **9. Maintenance of Crossing Surface**

- A) The Company and the City shall maintain the Crossing as provided by law.
- B) Title 62 Idaho Code, Chapter 3, Section 62-306 specifies that the area between the rails and a minimum distance of two feet outside the rails shall be maintained by the Company at its expense.
- C) Both the Company and the City shall maintain all the associated signs, as applicable to each, for the Crossing.
- D) The City shall maintain the roadway and all advanced warning signs.

## **10. Moving and Relocation of Crossing**

If rearrangement, relocation or alteration of the Crossing Signals and Crossing Surface is necessitated on account of improvements to railroad or highway facility, the party whose improvement causes such changes shall bear the entire cost thereof without obligation by the other party.

## **11. Cessation of Operation of Crossing**

- A) The Company shall be released from further maintenance and obligation if the Crossing Signals and Crossing Surface are rendered unnecessary, undesirable, or improper because of closure, relocation, separation of grades, or improvements in Crossing protection or Crossing Surface by agreement, negotiation, or by order of competent authority.
- B) In the event of cessation of operation of the Crossing Signals and Crossing Surface, the salvable items shall be disposed of by agreement of the parties hereto prior to removal of the Crossing Signals and Crossing Surface.

## **12. State to be Eliminated as a Party**

The State is a party to this Agreement for the purpose of administering the funds for the construction of this Project. Once the Company has completed this work, and all financial matters in connection therewith have been concluded, the State shall be eliminated as a party to this Agreement except as may be required in the future in connection with Terms 10 and 11 of this Agreement.

## **13. Choice of Law and Severability**

- A) This Agreement shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho, in the event of any dispute with the State with respect to this Agreement. With respect to any dispute with the City concerning this Agreement, or any dispute that involves both the State and the City, the parties hereto consent to the jurisdiction of the state courts of Gem County in the State of Idaho.
- B) If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

## **14. Code of Federal Regulations**

The regulatory provisions of the Title 23 Code of Federal Regulations; Title 23 Code of Federal Regulations Chapter 1; Title 23 Code of Federal Regulations Part 140, Subpart I; and Title 23 Code of Federal Regulations Part 646, Subpart A and Subpart B that are in effect prior to execution of this Agreement are hereby made a part of this Agreement by reference.

## **15. Buy America Provision**

- A) All steel or iron materials, including the application of coatings, permanently incorporated into the Project are to have been produced in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
- B) All portions of the Project whether performed by the State, City or Company shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 Buy America Requirements. Company shall maintain documentation / certification of all products of iron, steel, or a coating of steel that are incorporated into the Project for a period of three years after completion of all obligations under this Agreement. With the State's written request, the Company shall provide such documentation either electronically or by paper hard copy within 30 calendar days or within a reasonable time the Company shall make such records available for State's audit during Company's regular business hours. The parties acknowledge that FHWA's waiver set forth in 48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, with respect to manufactured products not made primarily of steel remains in effect.
- C) Small quantities of foreign manufactured material will be permitted so long as their total cost does not exceed 0.1% of the total Project cost or \$2,500 whichever is greater. Should foreign steel, iron, or applied coatings for iron or steel in excess of the quantities allowed herein become incorporated into the Project, the Company shall remove such materials in excess of the allowable maximum and replace them with materials complying with these requirements at no increased cost to the State.

## **16. Modifications to Project or Agreement**

Proposed modifications to the Project or this Agreement shall be trilaterally approved in advance by a change order from the State. Deviation from the Project or this Agreement without such prior approval by one party will remove that portion of the work from any financial obligation of the other parties.

**17. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives.

Attest for

**Idaho Northern & Pacific Railroad  
Company**

**IDAHO NORTHERN & PACIFIC RAILROAD  
COMPANY**

By: Eduardo Arteaga

By: *Jeff Short*

Printed Name: Eduardo Arteaga

Printed Name: Jeff Short

Title: Super. of M&PW

Title: GM

Attest for

**City of Emmett:**

**CITY OF EMMETT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: City Clerk

Title: Mayor

By regular / special meeting

on \_\_\_\_\_

Recommended for

**Idaho Transportation Department:**

**IDAHO TRANSPORTATION DEPARTMENT**

By: Blaine Schwendiman  
Digitally signed by Blaine Schwendiman  
Date: 2020.09.22 11:31:50-06'00'

By: \_\_\_\_\_

Printed Name: Blaine Schwendiman

Printed Name: Caleb Lakey, P.E.

Title: District Three Railroad Safety Coordinator

Title: District Three Engineer



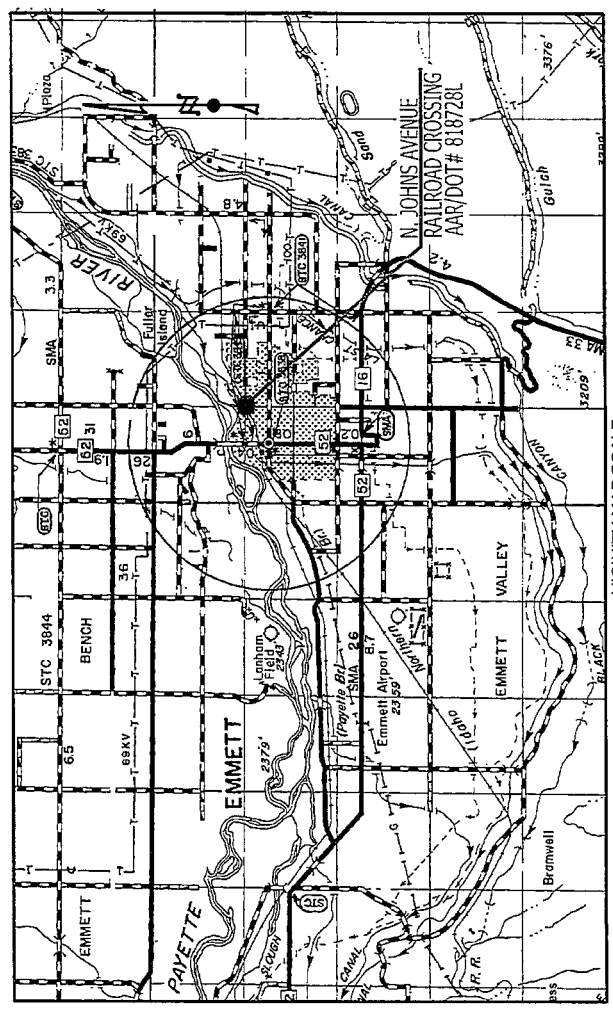
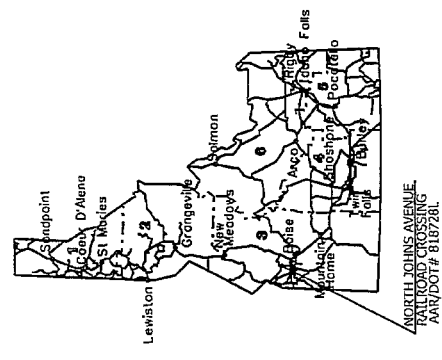
# **EXHIBIT “A”**

**To Actual Cost Railroad Construction Agreement**

Cover Sheet for the  
**Detailed Plans**

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	Title Sheet
2-3	Plan Sheets

**IDAHO**  
**TRANSPORTATION DEPARTMENT**  
**PLAN AND PROFILE OF PROPOSED**  
**FEDERAL AID PROJECT NO. A020(578)**  
**KEY NO. 20578**  
**GEM COUNTY**  
 AUGUST 2020

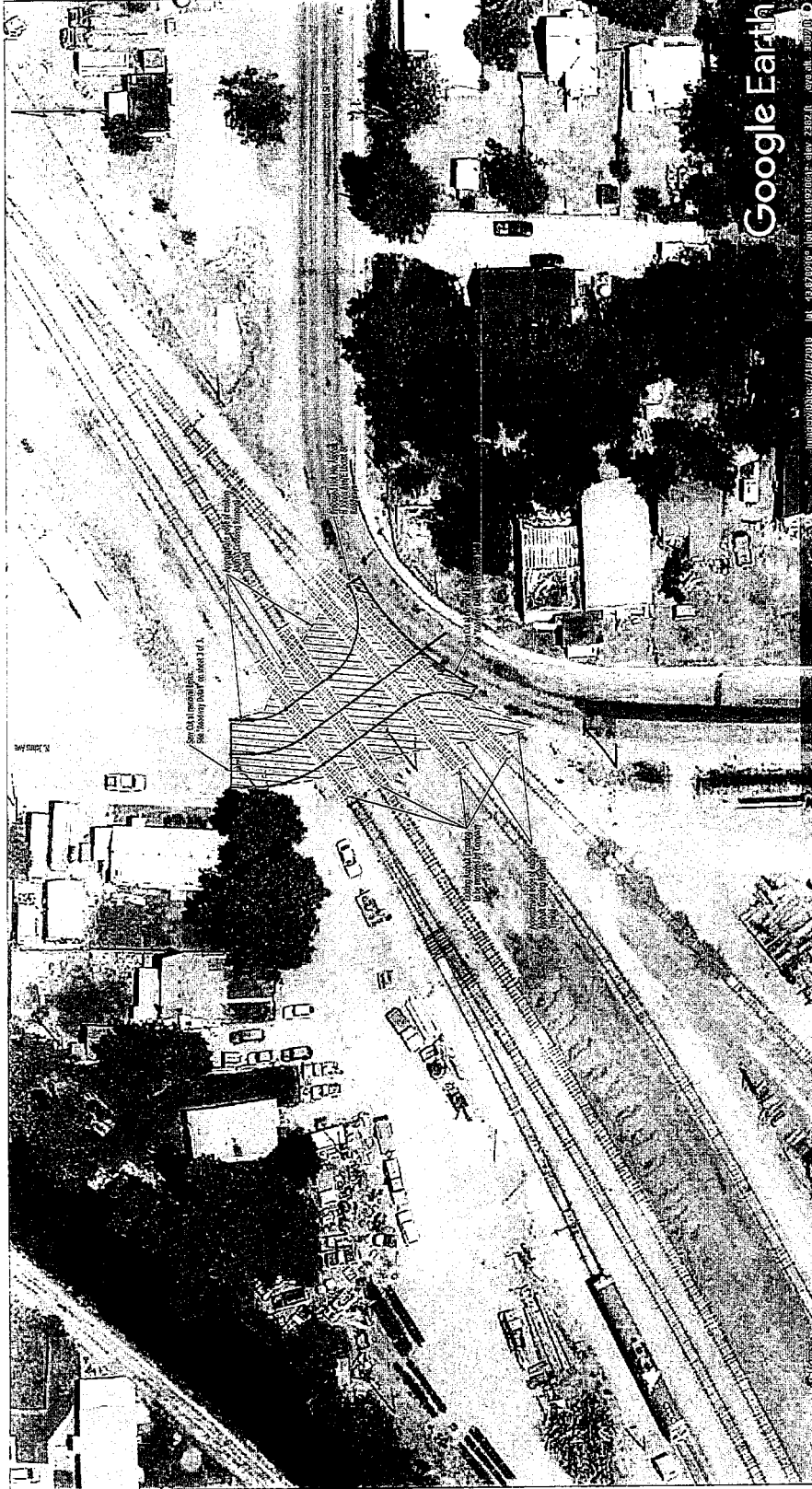


DESIGN DESIGNATION	
ADT	-----
DHV	-----
D	-----
V	-----
TRUCKS:	-----
ADT	-----
DHV	-----
D	-----
V	-----

EXHIBIT "A"

		<b>IDAHO</b> <b>TRANSPORTATION DEPARTMENT</b>  <b>DISTRICT 3</b>	<b>PROJECT NO.</b> <b>A020(578)</b>	<b>PROJECT PLAN SHEET</b> <b>NORTH JOHNS AVENUE</b> <b>RAILROAD CROSSING,</b> <b>CROSSING #818728L</b>	<b>English</b> COUNTY GEM KEY NUMBER <b>20578</b> SHEET <b>1</b> OF <b>3</b>	Approved By: DE3 _____ Date Approved _____
THE DIMENSIONS SHOWN ON THE PLANS SHALL BE ATTAINED WITHIN PRECISIONS OF THAT GOOD CONSTRUCTION PRACTICES WILL PERMIT		SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY CADD FILE NAME DRAWING DATE:				
NO.	DATE	BY	REVISIONS DESCRIPTION			

**T6N, R1W, Section 7 (NE $\frac{1}{4}$ /NE $\frac{1}{4}$ )**



**NOTES:**  
 - Four existing crossings to be removed by Company at project expense, Approximately 380 ft.  
 - Asphalt removal approximately 117 S.Y. by the City or its Contractor at project expense.

**EXHIBIT "A"**

**EXISTING CONDITIONS / REMOVAL WORK**

**English**  
 COUNTY GEM  
 KEY NUMBER 20578  
 SHEET 2 OF 3

PROJECT PLAN SHEET  
**N JOHNS AVENUE, EMMETT  
 RAILROAD CROSSING,  
 CROSSING #818728L  
 REMOVAL WORK**

PROJECT NO.  
**A020(578)**

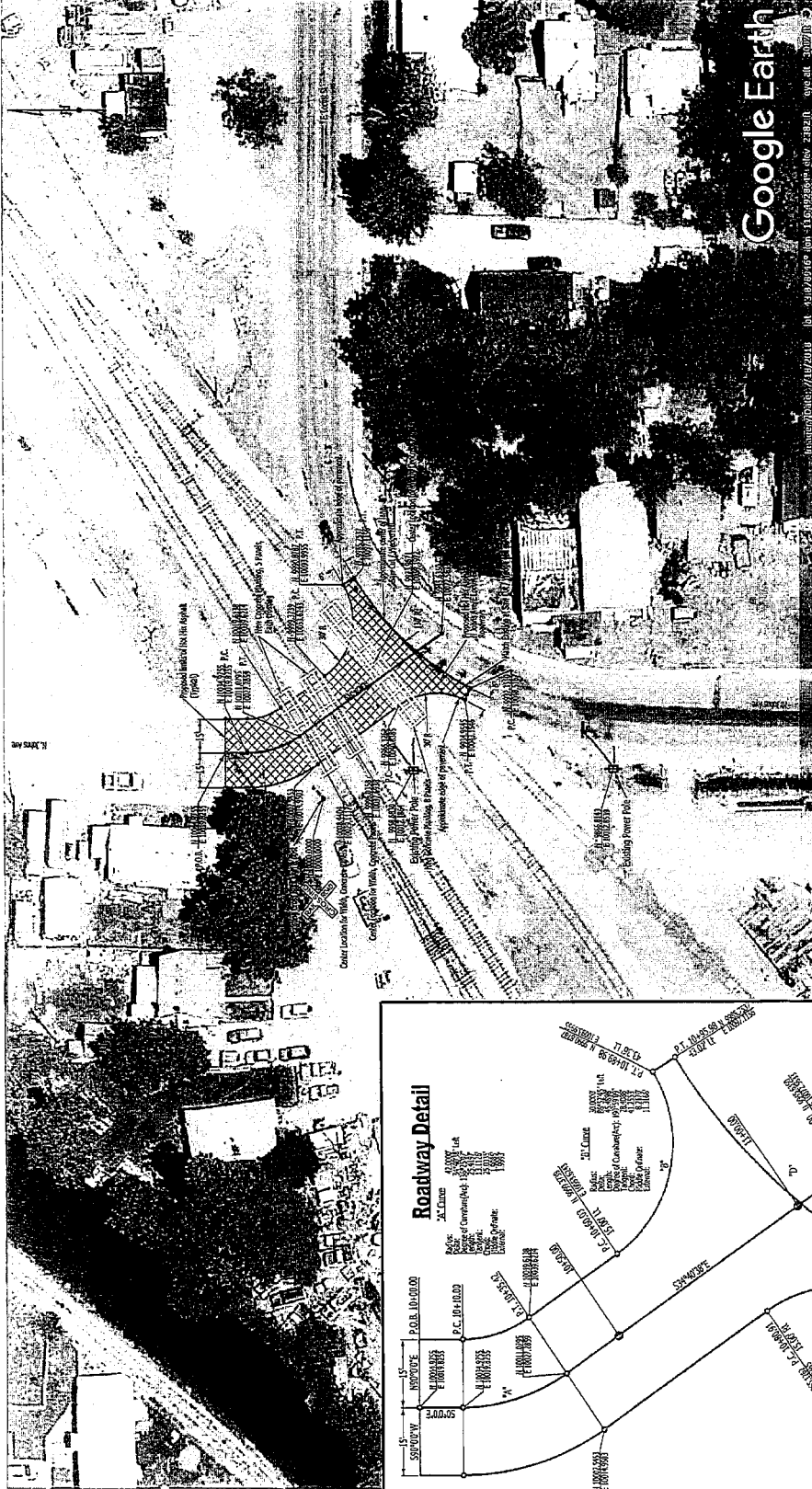
**IDAHO  
 TRANSPORTATION  
 DEPARTMENT**  
  
**DISTRICT 3**

SCALES SHOWN  
 ARE FOR 11" X 17"  
 PRINTS ONLY  
 CADD FILE NAME:  
 DRAWING DATE:

DESIGNED  
 DESIGN CHECKED  
 DETAILED  
 DRAWING CHECKED

REVISIONS	
NO.	DESCRIPTION

**T6N, R1W, Section 7 (NE 1/4, NE 1/4)**



**PROPOSED IMPROVEMENTS  
NEW CONSTRUCTION**

English  
COUNTY  
GEM  
KEY NUMBER  
20578  
SHEET 3 OF 3

PROJECT PLAN SHEET  
**N JOHNS AVENUE, EMMETT  
RAILROAD CROSSING,  
CROSSING #818728L  
REMOVAL WORK**

PROJECT NO.  
**A020(578)**

**IDAHO  
TRANSPORTATION  
DEPARTMENT**  
DISTRICT 3

SCALES SHOWN  
ARE FOR 11" X 17"  
PRINTS ONLY  
CADD FILE NAME:  
DRAWING DATE:

NO.	DATE	BY	DESCRIPTION	DESIGNED	DESIGN CHECKED	DETAILED	DRAWING CHECKED

**EXHIBIT "A"**

- NOTES:**
- Reference Idaho Transportation Department Standard Detail R-2 for installation (Exhibit -5f).
  - All existing roadway advanced warning signs will be replaced with new signs by the City at project expense.
  - All existing signs within the railroad right-of-way will be replaced with new signs by the Company at project expense.
  - These crossing to be upgraded by the Company, total length 1765.88 Ft.
  - Roadway asphalt paving by the City, total area 394.62 S.Y.
  - All roadway work will meet or exceed the requirements of the Idaho Standards for Public Works Construction (IS-PWC) as adopted by the City.

# **EXHIBIT “B”**

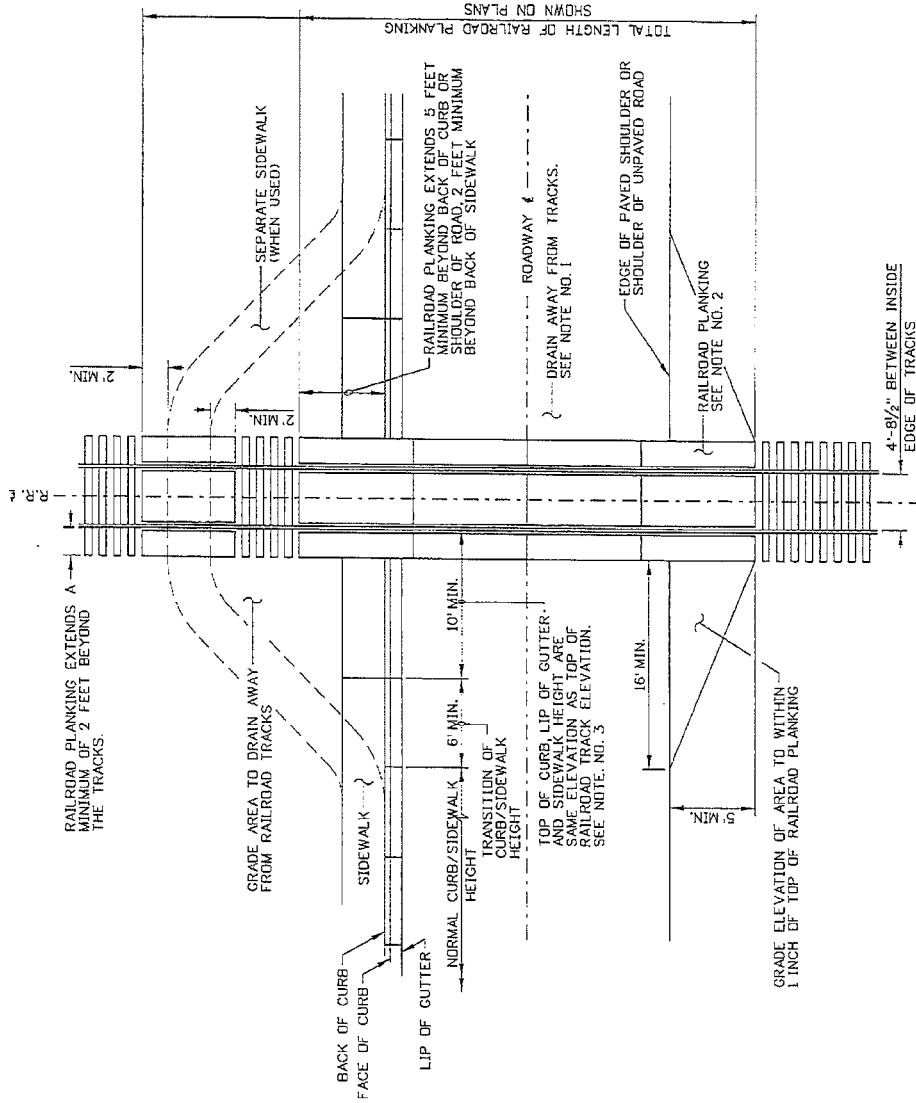
**To Actual Cost Railroad Construction Agreement**

Cover Sheet for the  
**State’s Standard Drawings**


# EXHIBIT "B"

## NOTES

1. LAYOUT OF THE HIGHWAY-RAILROAD GRADE CROSSING AREA REQUIRES THE TOP OF ROADWAY SURFACE TO MATCH THE TOP OF TRACKS OR TOP OF RAILROAD CROSSING SURFACE MATERIAL IN A GRADE AREA TO DRAIN AWAY FROM RAILROAD TRACKS. THE RAILROAD MAY CONCUR TO ADJUST THE ELEVATION OF THE RAILROAD TRACKS. IT IS EASIER TO RAISE RAILROAD TRACKS COMPARED TO LOWERING RAILROAD TRACKS.
2. LENGTH AND TYPE OF RAILROAD CROSSING SURFACE MATERIAL, ALSO CALLED RAILROAD PLANKING, SHALL BE AS SHOWN ON THE PLANS.
3. CURB, GUTTER AND SIDEWALK (IF USED) SHALL TRANSITION ON BOTH SIDES OF TRACKS FROM A NORMAL HEIGHT TO A "FLAT" SECTION AT THE SAME ELEVATION AS THE TOP OF THE TRACKS AND BUTT UP FLUSH TO RAILROAD PLANKING.
4. NOT TO SCALE.



PLAN VIEW

REVISIONS: NO. DATE BY DESCRIPTION		DESIGNED DESIGN CHECKED DETAILED DRAWING CHECKED	SCALES SHOWN ARE FOR 1" X 17" PRINTS ONLY CADD FILE NAME DRAWING DATE:	IDAHO TRANSPORTATION DEPARTMENT  IDAHO TRANSPORTATION DEPARTMENT	PROJECT NO. <b>A020(578)</b>	STANDARD DETAIL R-2 HIGHWAY - RAILROAD GRADE CROSSING AREA	English COUNTY GEM KEY NUMBER 20578 SHEET 1 OF 1
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# **EXHIBIT “C”**

**To Actual Cost Railroad Construction Agreement**

**Cover Sheet for the  
Company’s Improvements  
Estimated Costs**

## EXHIBIT "C"

Cost Estimate for work by Company  
Summary of Costs



Date: August 25, 2020

To: Jeff Short  
Idaho Northern and Pacific Railroad  
General Manager  
119 Commercial Avenue, Emmett, ID 83617  
C 208.871.7734 | F 208.365.6336

Subject: N Wardwell Avenue/N Johns Avenue RR Crossing Improvements  
RailWorks Track Systems, Inc. Bid No. 520-20-210

Per plans and specifications received, RailWorks Track Systems Inc. (RailWorks) submits the attached proposal and the following additional clarifications for subject project.

#### Clarifications:

- One mobilization has been included.
- Railroad flagging is not included.
- RailWorks is an open shop contractor; prevailing wages have been included.
- Price is contingent on a mutually agreed schedule.
- Hazardous and/or unsuitable materials have not been considered.
- Performance and Payment Bond is not included. If required add 1% to total award.
- Utility relocation and or encasement have not been considered.
- Traffic control is not included.
- RailWorks has considered removal of existing crossing surface up to 12' wide. Removal and replacement of the surrounding asphalt by others.

Thank you for your consideration, if you have any questions or concerns please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Holmes", written over a horizontal line.

Chad Holmes  
Estimator  
RailWorks Track Systems, Inc.  
(360) 262-9444  
[cholmes@railworks.com](mailto:cholmes@railworks.com)



# EXHIBIT "C"

Cost Estimate for work by Ccompany  
Crossing Surface Work

N. Johns Avenue

Proposal

RAILWORKS TRACK SYSTEMS, INC.

Job Code: 520-20-210-A

Description: Idaho Northern and Pacific Railroad - N Johns Avenue

Job Code 520-20-210-A

Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
1	Mobilization/Demobilization Includes RailWorks equipment, crew and materials.	1.00	LS	5,100	5,100.00
2	Removals Considers removal of existing crossing surface up to 12' wide, removal of the existing track and excavation of subgrade to 6" below the bottom of the ties. Excavated materials to be hauled to to INPR dumpsite.	1.00	LS	18,850.00	18,850.00
3	Construct Crossing Track (2 @ 73.125' and 1 @ 81.25 includes 10 each approach ties on both side of each crossing) Considers installation of 4" initial ballast layer, new 7" x 9" x 10' AREMA Grade crossing ties, No. 1 relay 115RE rail welded through the crossing, 5-1/2" double shouldered tie plates, new spikes and anchors. New or relay comp bars to tie-into the existing track. Track will be surface, lined and dressed to match existing.	228.00	TF	328.00	74,784.00
4	Crossing Surface Installation (2 @ 40.625' and 1 @ 48.75 TF ) Includes new 115RE Pre-cast BNSF/UPRR standard concrete panels with end deflectors.	130.00	TF	310.00	40,300.00
				Subtotal:	139,034.00
				<b>GRAND TOTAL:</b>	<b>139,034.00</b>

# **EXHIBIT “D”**

**To Actual Cost Railroad Construction Agreement**

Cover Sheet for the  
**Contractor’s Insurance and Work Requirements**

EXHIBIT "D"

CONTRACTOR'S INSURANCE AND WORK REQUIREMENTS

**1. Insurance Furnished by Contractor**

- A) The Contractor protects and holds harmless the Company and Authorized Users against all loss, liability, and damage arising from activities of the Contractor on Company property.
- B) The Contractor, before commencing work on Company property and without expense to the Company, shall furnish the following insurances to the Company and include coverage for Authorized Users. The Contractor shall provide certificates of these insurances to the Company and State. These insurances shall be primary with respect to any insurance carried by Company. The Contractor waives the right of subrogation against the Company for any insurance payments made. These insurances shall be maintained in full force when working on Company property. Insurances are to be acceptable to the Company, written by an insurance company authorized to transact business in Idaho with a current Best's Insurance Guide Rating of B and Class VII or better.
- a) Railroad Protective Liability Insurance naming the Company as insured with a combined single limit of two million dollars (\$2,000,000) per occurrence with a six million dollars (\$6,000,000) aggregate for bodily injury and property damage. The policy form shall be AAR-AASHTO with broad form coverage for "Physical Damage to Property" (ISO Form GL 00 30) or as revised ISO-RIMA (Form CG 00 35) and include pollution arising out of fuels and lubricants brought to the Job Site (ISO Form CG 31 or equivalent). In some cases this insurance may be available for purchase through the Company.
- b) General Liability Insurance naming the Company as additional insured providing bodily injury, including death, personal injury and property damage coverage, including loss of use, with a combined single limit of at least **two million dollars (\$2,000,000) [or amount as specified by the Railroad]** each occurrence of claim and a general aggregate limit of at least **four million dollars (\$4,000,000) [or amount as specified by the Railroad]**. This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions, Underground Hazard, Broad Form Property Damage, a waiver of governmental immunity (ISO Form GL 24 14 or equivalent), and severability of interests. If coverage is purchased on a "claims made" basis it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked should insurance covering the time period of this Project be canceled.
- c) Automobile Liability Insurance naming the Company as an additional insured providing bodily injury and property damage with a combined single limit of at least **two million dollars (\$2,000,000) [or amount as specified by the Railroad]** each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles used including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, and severability of interests.
- d) Workers' Compensation Insurance covering Contractor's statutory liability as determined by the workers' compensation laws of the State of Idaho.

## **2. Working on Company Property and Personal Protective Equipment**

- A) All work to be done by the Contractor on Company property shall be done in a manner satisfactory to the Company. The work shall be performed at such time and in such manner as not to damage the track or interfere unnecessarily with the movement of trains or traffic upon the track(s) of the Company. Work shall also be performed in a manner as to not interfere unnecessarily with the operations of Authorized Users.
- B) The Contractor shall notify the Company at least ten (10) business days prior to the start of work on Company property to enable the Company to furnish railroad flagging or other protective services as might be necessary to ensure the safety of Company operations.
- C) The Contractor is to consider recommendations made by the Company regarding activities or operations on Company property. The Contractor is not relieved of any liability by accepting recommendations made by the Company.
- D) No Crossing may be established by the Contractor for the use of transporting materials or equipment across track(s) of the Company unless specific authority for the Crossing installation, maintenance, necessary watching and flagging thereof and removal, is first obtained from the Company. The Contractor shall be required to bear all costs incidental to such Crossing, including flagging, whether services are performed by the Contractor's own forces or by Company personnel and to indemnify the Company for the use of such Crossing.
- E) The Contractor shall be suitably dressed to perform work safely and in a manner that will not interfere with vision, hearing, or free use of hands or feet when on Company property. Shirts are to be waist length with sleeves. Trousers are to cover the entire leg with any flare-legged style tied to prevent catching. Footwear shall be sturdy like work boots; no open toe shoe (like sandals), thin soled (like a tennis or walking shoe), or shoes with high heels are to be worn. Additionally the following personal protective equipment is to be worn:
  - a) Protective headgear, commonly called a hard-hat, which meets the American National Standard-Z89.1, latest revision. It is suggested that all hard-hats be affixed with the entity's name or logo.
  - b) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1, latest revision. Additional eye protection shall be provided to meet specific job situations such as welding and grinding.
  - c) Hearing protection that affords protection from noise levels that may be occurring on the Job Site.
- F) The Contractor shall contact the Company prior to commencing work on Company property to determine if any telecommunication or other facilities are located within the Job Site. The Contractor shall locate and protect any known telecommunication facilities or other facilities at no expense to the Company.
- G) The Contractor shall not foul the drainage ditches or railroad ballast with debris. All debris shall be removed by the Contractor at the completion of the Project at no expense to the Company.
- H) The Contractor shall abide by the Project and not proceed with any additional work that involves placing combustible material, erecting any structure, or obstructing the view of along the tracks on Company property without prior approval from the Company.

- I) The Contractor shall not discharge explosives on Company property without the prior consent of the Company. The Company reserves the right to impose additional conditions and restrictions on the Contractor when explosives are used, stored, or transported on Company property in addition to the following:
- a) The Contractor shall provide a minimum of forty-eight (48) hours notice, excluding weekends and holidays, before discharging any explosives unless the Company has agreed otherwise.
  - b) All explosives loaded in holes or otherwise readied for discharge shall be discharged that same day during daylight hours at a time acceptable to the Company.
  - c) The Contractor, at no expense to the Company, shall take all precautionary measures and construct all temporary shelters necessary to guard against danger of damage, destruction or interference arising out of or connected with any blasting, transportation, handling, storage, security or use of explosives.
  - d) The Contractor shall use, store, and transport explosives in a manner acceptable to the Company and in accordance with local, state and federal laws and regulations, including, without limitation, United States Department of Labor, Bureau of Labor Standards, Safety and Health Regulations for Construction, 29 CFR Part 1926, Subpart U--"Blasting and the Use of Explosives;" and Occupational Safety and Health Administration Occupational Safety and Health Standards, 29 CFR Part 1910, Subpart H--"Hazardous Materials".



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

Wednesday, October 07, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION** to approve **Actual Cost Railroad Construction Agreement, North Wardwell Avenue Railroad Crossing AAR/DOT Crossing NO 818726X Project No A020(364) Key No 20364 Idaho Transportation Department Agreement No 9839 Between Idaho Northern and Pacific Railroad Company and City of Emmett with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons  
Public Works Director

**ACTUAL COST RAILROAD CONSTRUCTION AGREEMENT**  
**NORTH WARDWELL AVENUE RAILROAD CROSSING**  
**AAR/DOT CROSSING NO. 818726X**  
**PROJECT NO. A020(364)**  
**KEY NO. 20364**  
**IDAHO TRANSPORTATION DEPARTMENT AGREEMENT NO. 9839**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **IDAHO NORTHERN & PACIFIC RAILROAD COMPANY**, a corporation of the State of Delaware, hereinafter called the “Company”; the **CITY OF EMMETT**, a political subdivision of the State of Idaho, hereinafter called the “City”; and the **IDAHO TRANSPORTATION DEPARTMENT**, hereinafter called the “State”.

**GENERAL DEFINITIONS:**

The following definitions apply to this Agreement:

Authorized User	Any entity that has rights by permit, agreement, or contract to use Company property including tracks.
Contractor	Individual, partnership, firm, corporation, or any combination thereof including their respective officers, agents, employees and their respective subcontractors including officers, agents and employees that are contracted to perform work on the Project administered by the State.
Crossing	At-grade highway-railroad crossing of railroad track(s) by a highway for use by highway traffic including pedestrians located at railroad milepost <b>0027.15</b> on the <b>Thunder Mountain Line</b> in <b>GEM</b> County, Idaho.
Crossing Signals	Automatic flashing-light traffic control devices with train activation equipment, including gates when specified, used to control highway traffic including pedestrians for a highway-railroad at-grade crossing.
Crossing Surface	The highway surface area between the rails plus two feet outside of the rails of railroad track(s) of a Crossing.
Job Site	Area(s) of work on Company property as approved by the Company.
Plans	The completed Project plans assigned the Project Number and Key Number as shown on the first page of this Agreement that have been approved in writing by the Company’s Chief Engineer-Design or an authorized representative.
Project	The work defined by the plans and specifications developed by the State with approval from the Company that is assigned the Project Number and Key Number as shown on the first page of this Agreement.

**PURPOSE:**

The City, Company and State desire to improve the safety of a Crossing at railroad milepost **0027.15** on the **Thunder Mountain Line** in **GEM** County, Idaho identified as AAR/DOT Crossing **#818726X** and referenced by roadway name **NORTH WARDWELL AVENUE**, within the **City of Emmett, GEM** County, Idaho. These improvements consist of upgrading the Crossing Surface with new insulated concrete panels (planking) and the roadway paving between the concrete surfacing.

The Company will provide all Labor, Equipment and Material for the removal of the existing Crossing Surface (also called railroad planking), installing new Crossing Surface of insulated concrete planking, provide railroad flagging and other railroad protective services at project expense.

The City, or through its contractor, will provide all the labor, equipment and material for reconstruction of the roadway approaches up to the new crossing surfacing, the hauling and disposal of removed existing materials from the project site, replace all advance warning signs, install standard pavement markings and provide roadway traffic control at Project expense.

The State will prepare the agreement for the project, administer project funds, and provide necessary inspection of work at project expense.

This agreement sets out the terms for the installation, operation, maintenance, and payment of the work of upgrading the crossing by installing new crossing surface, , and the reconstruction of the roadway approaches up to and through the crossing surface area.



## 1. State, Company and City Contact Persons

- A) The Company is to submit billings and documentation to the State's contact person for project costs reimbursements, and both the Company and City are to coordinate all activities through the State's contact person of:

**Blaine Schwendiman**  
**Idaho Transportation Department - District 3**  
**8150 Chinden Blvd.**  
**Boise, Idaho 83707**  
**Telephone number: (208) 334-8925 - Office**

The State may change its contact person by notifying the Company's and City's contact person in writing.

- B) The City and/or State are to coordinate all activities on Company property through the Company's contact person of:

**Jeff Short, Supervisor of Operations**  
**Idaho Northern & Pacific Railroad Company**  
**119 N. Commercial Avenue**  
**Emmett, ID 83617**  
**Telephone number: (208)365-6353 - Office**

The Company may change its contact person by notifying the State's and City's contact person in writing.

- C) The Company and/or State are to coordinate all activities on the project through the City's contact person of:

**Clint Seamons, Public Works Director**  
**City of Emmett**  
**601 East 3<sup>RD</sup> Street**  
**Emmett, Idaho 83617**  
**Telephone number: (208) 365-9569 - Office**

The City may change its contact person by notifying the State's and Company's contact persons in writing.

## 2. Work by the Company

- A) The Company will provide all Labor, Equipment and Materials for the work of removing the existing Crossing Surface materials, installing new Crossing Surface of insulated concrete, ballast, ties, provide railroad flagging and other railroad protective services at the Project expense.
- B) The installation of the Crossing Surface is to be as shown by the detailed plan sheets labeled as **Exhibit "A"** and generalized Standard Detail for a Crossing labeled as **Exhibit "B"** hereto attached and made a part of this Agreement. **Exhibit "A"** and **Exhibit "B"** are intended to be complementary in describing and providing information for work by the Company. In the case of discrepancy **Exhibit "A"** will govern over **Exhibit "B"**.
- C) The Company shall furnish, at project expense, detailed plan sheets, specifications, lists of materials, and estimates of cost that may be required in addition to those prepared by the State/City. These plan sheets, specifications, lists, and estimates are hereby made a part of this Agreement by reference.
- D) The Company shall not begin installation of the Crossing Surface at the crossing until authorization is received from the State. The Company shall notify the State forty-eight (48) hours prior to the commencement of work on the project.

- E) The Company shall notify the State in writing of the date when all work by the Company is completed on the project.
- F) The Company, State, and City shall make a joint inspection after the completion of all work by the Company on the project.

### **3. Flagging and Protective Services by the Company**

The Company, at its determination, may provide inspection, security, flagging, or other protective services as necessary for the protection of Company property or operations whenever there are activities or operations on Company property. The cost of railroad flagging or other protective services provided by the Company will be at project expense during project construction and at City expense after completion of the Project.

### **4. State to Reimburse Company by Actual Cost**

- A) The State will reimburse the Company for the actual cost of work at project expense. Actual cost of work by the Company includes, but is not limited to, design and estimating costs, procurement of materials, delivery costs to the project site, equipment costs, labor, and normal & customary direct and indirect labor costs & additives. The estimated cost of the work is a total of \$ 178,079.00; consisting of \$ 178,079.00 for materials of the Crossing Surface, including engineering, construction, equipment, and railroad flagging and protective services. Cost estimating information is labeled as **Exhibit "C"** hereto attached and made a part of this Agreement.
- B) The Company shall notify the State whenever actual costs exceed estimates of costs by fifty thousand dollars (\$50,000) prior to continuing work.
- C) The Company may submit billings for reimbursement of Project expenses to the State for progress payments during the progress of the work. The Company shall submit a final bill to the State for reimbursement of all Project expenses within one hundred twenty (120) days after completion of the work. All billings shall include supporting documentation, applicable to the Project, used by the Company to substantiate the Project expenses.
- D) The State shall pay progress billings within forty-five (45) days and final billing within ninety (90) days after receipt of the bills. All payments are subject to the findings of a final audit by the State.
- E) Reference to the Project Number, Key Number, and AAR/DOT Crossing Number shall be indicated on all bills, correspondence, and records pertaining to this Project.

### **5. Working by the City on Company Property**

- A) The City shall furnish all labor, materials, and equipment necessary for the complete construction and installation of the roadway at the Crossing as shown by detailed plan sheets labeled as **Exhibit "A"** and generalized standard detail for a Crossing labeled as **Exhibit "B"** hereto attached and made a part of this Agreement, at Project expense.
- B) All work by the City on Company property shall be done in a manner satisfactory to the Company. The work shall be performed at such time and in such manner as not to damage the track or interfere unnecessarily with the movement and operations of trains or traffic upon the track(s) of the Company or the Company's Authorized Users.

- C) The City shall provide the Company at least ten (10) business days advance notice before any work is to be performed within Company property. This is to enable the Company to furnish railroad flagging and/or other protective services as might be necessary to ensure the safety of the Company operations.
- D) The City is to consider recommendations made by the Company regarding activities or operations on Company property. The City is not relieved of any liability by accepting recommendations made by the Company.
- E) All personnel working within twenty-five (25) feet of any railroad tracks must be trained in accordance with all regulatory and Company safety requirements prior to performing work. The City is responsible for ensuring all of its personnel have in their possession required identification, certificates and licenses necessary when performing work on or within twenty-five (25) feet of the railroad tracks.
- F) City personnel shall be suitably dressed to perform work safely and in a manner that will not interfere with vision, hearing, or free use of hands or feet when on Company property. Shirts are to be waist length with sleeves. Trousers are to cover the entire leg with any flare-legged style tied to prevent catching. Footwear shall be sturdy like work boots; no open toe shoe (like sandals), thin soled (like a tennis or walking shoe), or shoes with high heels are to be worn. Additionally the following personal protective equipment is to be worn:
  - a) Protective headgear, commonly called a hard-hat, which meets the American National Standard-Z89.1, latest revision. It is suggested that all hard-hats be affixed with the entity's name or logo.
  - b) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1, latest revision. Additional eye protection shall be provided to meet specific job situations such as welding and grinding.
  - c) Hearing protection that affords protection from noise levels that may be occurring on the Job Site.
- G) Work on the Job Site shall not cease without the Company's written consent and subject to such reasonable conditions as the Company may specify. It is understood that the Company's tracks at and in the vicinity of the work will be in use during progress of the work and that movement or stoppage of rail traffic including track maintenance equipment may cause delays in the work of the Project. The State hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against the Company.
- H) All work shall be performed in compliance with all applicable Federal, State, and local laws, and regulations affecting the project work including, without limitation, all applicable Federal Railroad Administration regulations.
- I) The City, at no expense to the Company, shall provide and maintain suitable facilities for draining the highway and its appurtenances. The City shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, including water from the Company's culvert and drainage facilities), so that said waters may not be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Company or any part thereof, or property of others.
- J) Should the City hire a Contractor to do work within the Company property, the Contractor shall abide by the requirements of **Exhibit "D"** hereto attached and made a part of this Agreement.

- K) The City, State, and Company shall make a joint inspection after the completion of all work by the City on the project.

#### **6. Installation and Maintenance of Signs and Pavement Markings**

- A) The City shall furnish all labor, materials, and equipment necessary for the complete construction and installation of roadway feature improvements, advanced warning signs and pavement markings approaching to and at the crossing at project expense.
- B) Maintenance of the roadway features, advance warning signs and pavement markings for the crossing shall be by the City at its own expense.

#### **7. State to Reimburse City by Actual Cost**

- A) The State will reimburse the City for the actual cost of work at Project expense. The estimated cost of the work is a total of \$ 50,000.00 .
- B) The City may submit billings for reimbursement of Project expenses to the State for progress payments during the progress of the work. The City shall submit a final bill to the State for reimbursement of all project expenses within one hundred twenty (120) days after completion of the work. All billings shall include supporting documentation, applicable to the project, used by the City to substantiate the project expenses.
- C) The State shall pay progress billings within forty-five (45) days and final billing within ninety (90) days after receipt of the bills. All payments are subject to the findings of a final audit by the State.
- D) Reference to the Project Number, Key Number, and AAR/DOT Crossing Number shall be indicated on all bills, correspondence, and records pertaining to this Project.

#### **8. Insurance Furnished by State and City**

- A) The State, as an agency of the State of Idaho, is self-insured through the State of Idaho's Retained Risk Account, which is established pursuant to Title 67 Idaho Code Chapter 57 and is administered through the Office of Insurance Management in the State Department of Administration for comprehensive general liability for personal injury and property damage. Pursuant to the Idaho Tort Claims Act, Title 6 Idaho Code Chapter 9 the liability of the State for damages, costs, and attorney fees on account of bodily injury or personal injury, death, property damage, or other loss arising out of its negligence or otherwise wrongful acts or omission and those of its employees acting within the course and scope of their employment or duties is limited to five hundred thousand dollars (\$500,000). The Company and authorized users accept these coverages and limits as adequate.
- B) The City provides without expense to the Company and Authorized Users a minimum of five hundred thousand dollars (\$500,000) of liability insurance for bodily or personal injury, death, or property damage or loss as the result of any one occurrence or accident, regardless of the number of persons injured or the number of claimants in accordance with Title 6 Idaho Code Chapter 9, Sections 6-924 and 6-926. The Company and authorized users accept these coverages and limits as adequate.

## **9. Maintenance of Crossing Surface**

- A) The Company and the City shall maintain the Crossing as provided by law.
- B) Title 62 Idaho Code, Chapter 3, Section 62-306 specifies that the area between the rails and a minimum distance of two feet outside the rails shall be maintained by the Company at its expense.
- C) Both the Company and the City shall maintain all the associated signs, as applicable to each, for the Crossing.
- D) The City shall maintain the roadway and all advanced warning signs.

## **10. Moving and Relocation of Crossing**

If rearrangement, relocation or alteration of the Crossing Signals and Crossing Surface is necessitated on account of improvements to railroad or highway facility, the party whose improvement causes such changes shall bear the entire cost thereof without obligation by the other party.

## **11. Cessation of Operation of Crossing**

- A) The Company shall be released from further maintenance and obligation if the Crossing Signals and Crossing Surface are rendered unnecessary, undesirable, or improper because of closure, relocation, separation of grades, or improvements in Crossing protection or Crossing Surface by agreement, negotiation, or by order of competent authority.
- B) In the event of cessation of operation of the Crossing Signals and Crossing Surface, the salvable items shall be disposed of by agreement of the parties hereto prior to removal of the Crossing Signals and Crossing Surface.

## **12. State to be Eliminated as a Party**

The State is a party to this Agreement for the purpose of administering the funds for the construction of this Project. Once the Company has completed this work, and all financial matters in connection therewith have been concluded, the State shall be eliminated as a party to this Agreement except as may be required in the future in connection with Terms 10 and 11 of this Agreement.

## **13. Choice of Law and Severability**

- A) This Agreement shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho, in the event of any dispute with the State with respect to this Agreement. With respect to any dispute with the City concerning this Agreement, or any dispute that involves both the State and the City, the parties hereto consent to the jurisdiction of the state courts of Gem County in the State of Idaho.
- B) If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

## **14. Code of Federal Regulations**

The regulatory provisions of the Title 23 Code of Federal Regulations; Title 23 Code of Federal Regulations Chapter 1; Title 23 Code of Federal Regulations Part 140, Subpart I; and Title 23 Code of Federal Regulations Part 646, Subpart A and Subpart B that are in effect prior to execution of this Agreement are hereby made a part of this Agreement by reference.

## **15. Buy America Provision**

- A) All steel or iron materials, including the application of coatings, permanently incorporated into the Project are to have been produced in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
- B) All portions of the Project whether performed by the State, City or Company shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 Buy America Requirements. Company shall maintain documentation / certification of all products of iron, steel, or a coating of steel that are incorporated into the Project for a period of three years after completion of all obligations under this Agreement. With the State's written request, the Company shall provide such documentation either electronically or by paper hard copy within 30 calendar days or within a reasonable time the Company shall make such records available for State's audit during Company's regular business hours. The parties acknowledge that FHWA's waiver set forth in 48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, with respect to manufactured products not made primarily of steel remains in effect.
- C) Small quantities of foreign manufactured material will be permitted so long as their total cost does not exceed 0.1% of the total Project cost or \$2,500 whichever is greater. Should foreign steel, iron, or applied coatings for iron or steel in excess of the quantities allowed herein become incorporated into the Project, the Company shall remove such materials in excess of the allowable maximum and replace them with materials complying with these requirements at no increased cost to the State.

## **16. Modifications to Project or Agreement**

Proposed modifications to the Project or this Agreement shall be trilaterally approved in advance by a change order from the State. Deviation from the Project or this Agreement without such prior approval by one party will remove that portion of the work from any financial obligation of the other parties.

**17. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives.

Attest for

**Idaho Northern & Pacific Railroad  
Company**

**IDAHO NORTHERN & PACIFIC RAILROAD  
COMPANY**

By: Eduardo Arteaga

By: Jeff Shurt

Printed Name: Eduardo Arteaga

Printed Name: Jeff Shurt

Title: Super. of M of W

Title: GM

Attest for

**City of Emmett:**

**CITY OF EMMETT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ City Clerk

Title: \_\_\_\_\_ Mayor

By regular / special meeting

on \_\_\_\_\_

Recommended for

**Idaho Transportation Department:**

**IDAHO TRANSPORTATION DEPARTMENT**

By: Blaine Schwendiman  
Digitally signed by Blaine Schwendiman  
Date: 2020.09.14 11:14:31-0500

By: \_\_\_\_\_

Printed Name: Blaine Schwendiman

Printed Name: Caleb Lakey, P.E.

Title: District Three Railroad Safety Coordinator

Title: District Three Engineer

# **EXHIBIT “A”**

**To Actual Cost Railroad Construction Agreement**

**Cover Sheet for the  
Detailed Plans**



IDAHO

TRANSPORTATION DEPARTMENT

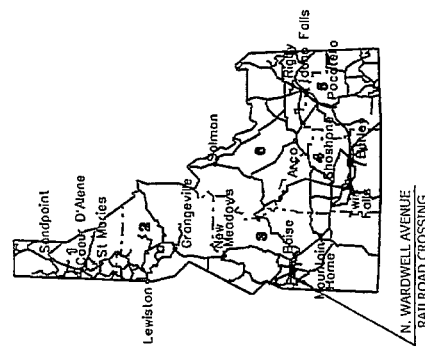
PLAN AND PROFILE OF PROPOSED

FEDERAL AID PROJECT NO. A020(364)

KEY NO. 20364

GEM COUNTY

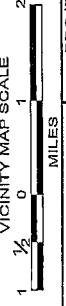
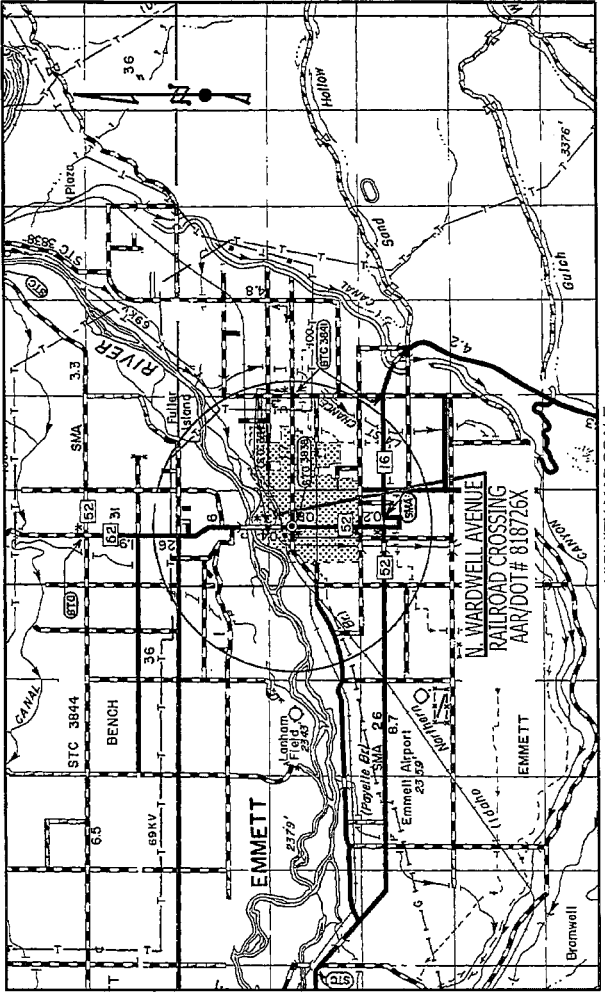
AUGUST 2020



N. WARDWELL AVENUE  
RAILROAD CROSSING  
RAN/DOT# 818726X

DESIGN DESIGNATION	
ADT	-----
DHV	-----
D	-----
V	-----
TRUCKS:	-----
ADT	-----
DHV	-----
D	-----
V	-----
MPH	-----

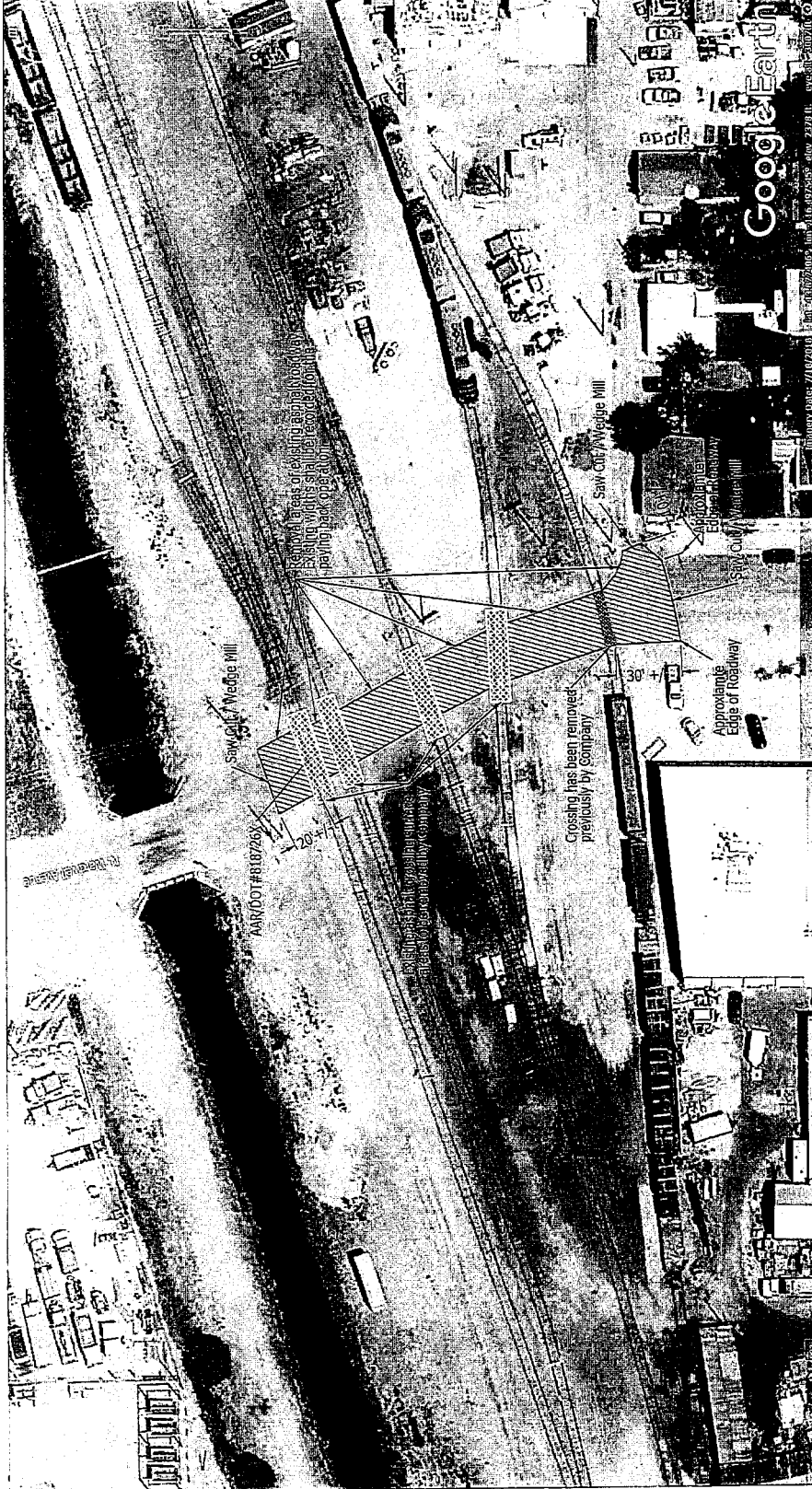
**EXHIBIT "A"**



INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	Title Sheet
2-3	Plan Sheets

<p>THE DIMENSIONS SHOWN ON THE PLANS SHALL BE AT ALL TIMES WITHIN THE LIMITS OF PRECISION THAT GOOD CONSTRUCTION PRACTICES WILL PERMIT.</p>		<p>SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY CADD FILE NAME DRAWING DATE:</p>		<p>IDAHO TRANSPORTATION DEPARTMENT DISTRICT 3</p>		<p>PROJECT NO. A020(364)</p>		<p>PROJECT PLAN SHEET N WARDWELL AVE EMMETT RAILROAD CROSSING, RAILROAD CROSSING #818726X</p>		<p>English COUNTY GEM KEY NUMBER 20364 SHEET 1 OF 3</p>		<p>Approved By: DC3 Date Approved</p>	
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**T6N, R1W, Section 7 (NE $\frac{1}{4}$ /NE $\frac{1}{4}$ )**



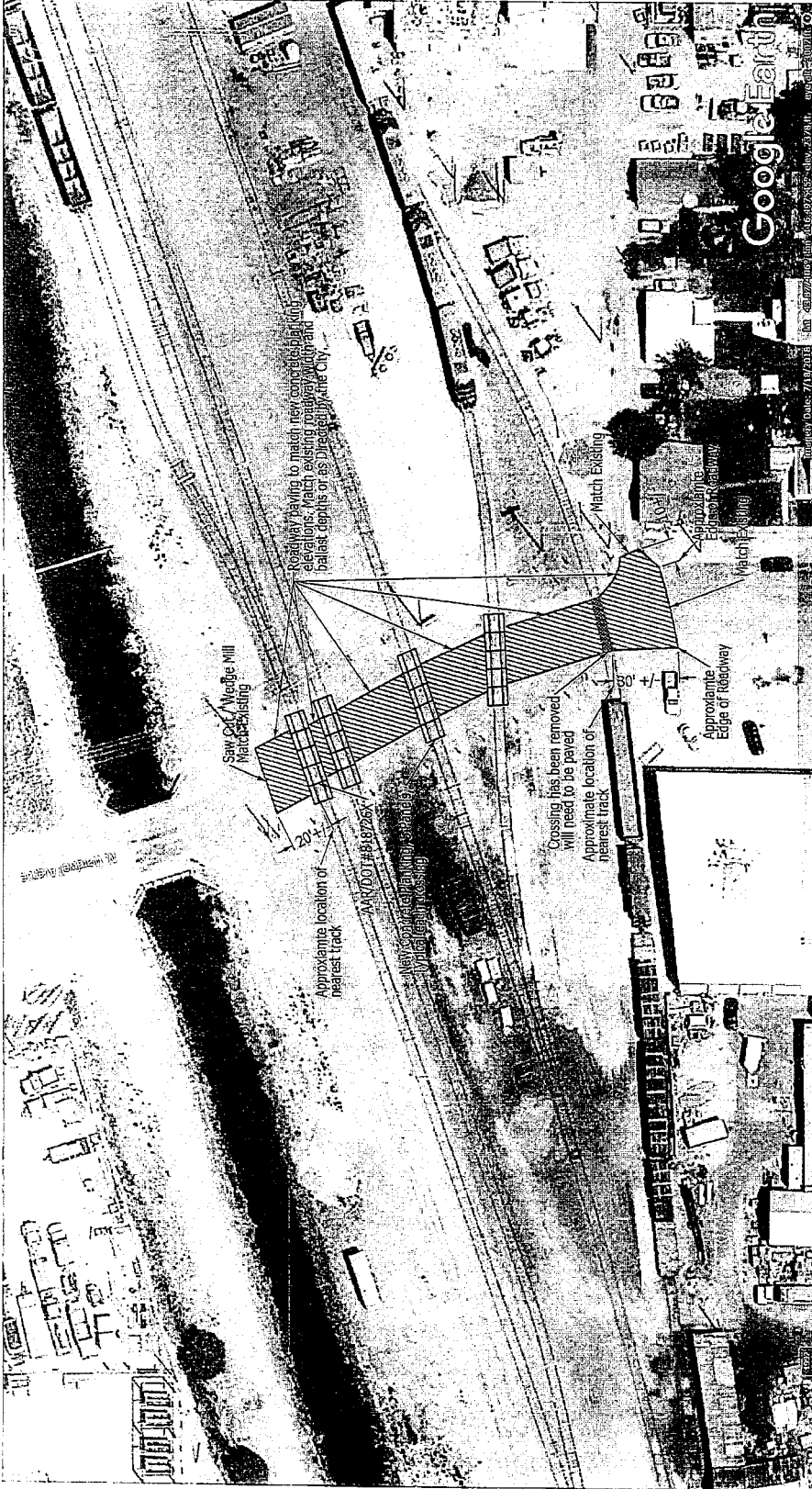
**NOTES:**  
 - Four existing crossings to be removed by Company at project expense, Approximately 164 ft.  
 - Asphalt removal approximately 352 S.Y. by the City or its Contractor at project expense.

**EXHIBIT "A"**

**EXISTING CONDITIONS / REMOVAL WORK**

REVISIONS		DESIGNED		SCALES SHOWN		IDAHO TRANSPORTATION DEPARTMENT		PROJECT NO.		PROJECT PLAN SHEET	
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED	ARE FOR 11" X 17" PRINTS ONLY	DISTRICT 3		A020(364)		N WARDWELL AVE., EMMETT RAILROAD CROSSING, CROSSING #818726X	
				DETAILED	CADD FILE NAME:	EMMETT RAILROAD CROSSING		EMMETT RAILROAD CROSSING		COUNTY	
				DRAWING CHECKED	DRAWING DATE:	DISTRICT 3		EMMETT RAILROAD CROSSING		KEY NUMBER	
						DISTRICT 3		EMMETT RAILROAD CROSSING		20364	
						DISTRICT 3		EMMETT RAILROAD CROSSING		SHEET 2 OF 3	

**T6N, R1W, Section 7 (NE<sup>1</sup>/<sub>4</sub>/NE<sup>1</sup>/<sub>4</sub>)**



**NEW CONSTRUCTION**

- NOTES:**
- Reference Idaho Transportation Department Standard Detail R-2 for Installation (Exhibit 'B').
  - All existing roadway advanced warning signs will be replaced with new signs by the City at project expense.
  - All existing signs within the railroad right-of-way will be replaced with new signs by the Company at project expense.
  - These crossing to be upgraded by the Company, total length 162.08 FT.
  - Roadway asphalt paving by the City, total area 352 S.Y.
  - All roadway work will meet or exceed the requirements of the Idaho Standards for Public Works Construction (ISPW) as adopted by the City.

**EXHIBIT "A"**

<i>English</i>	
COUNTY:	GEM
KEY NUMBER:	20364
SHEET:	3 OF 3

PROJECT PLAN SHEET  
**N WARDWELL AVE., EMMETT  
 RAILROAD CROSSING,  
 CROSSING #818726X  
 NEW CONSTRUCTION**

PROJECT NO.  
**A020(364)**

**IDAHO  
 TRANSPORTATION  
 DEPARTMENT**

**DISTRICT 3**

SCALES SHOWN  
 ARE FOR 11" X 17"  
 PRINTS ONLY  
 CADD FILE NAME:  
 DRAWING DATE:

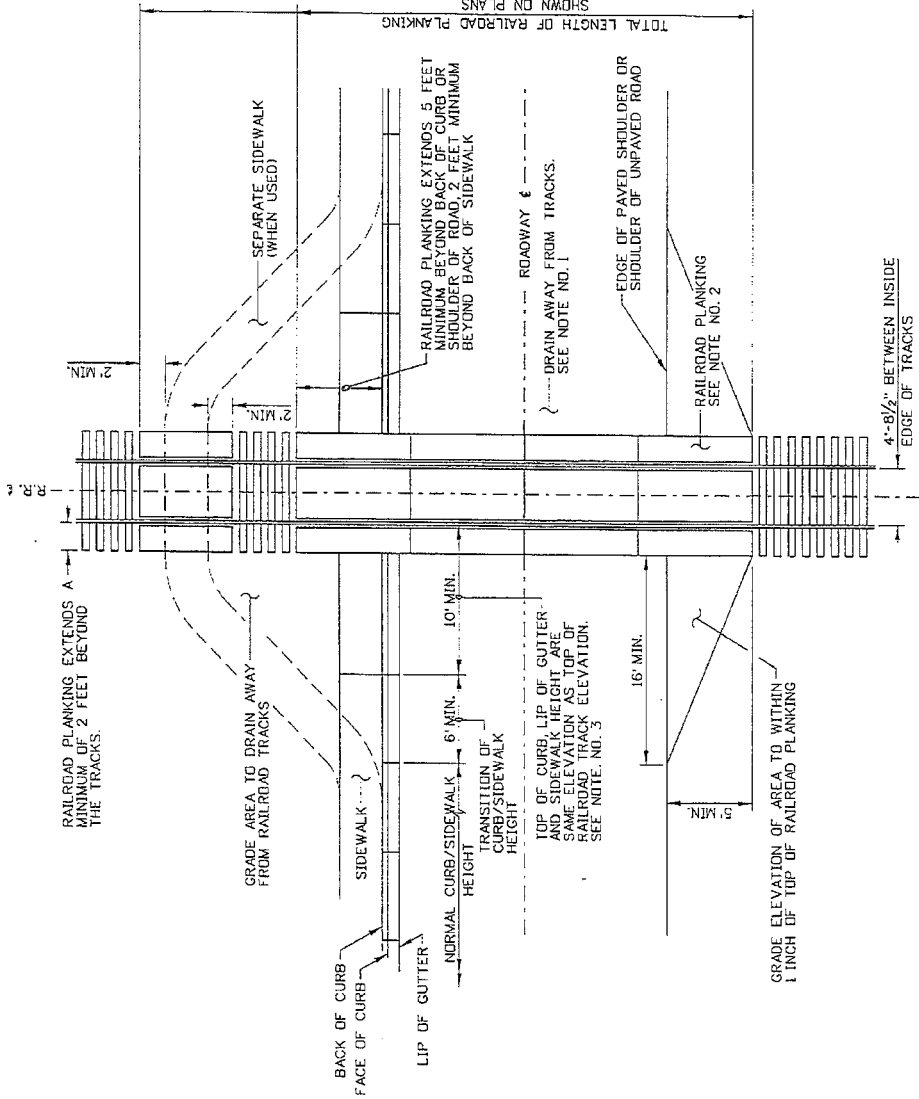
NO.	DATE	BY	REVISIONS DESCRIPTION	DESIGNED	DESIGN CHECKED	DETAILED	DRAWING CHECKED

# **EXHIBIT “B”**

**To Actual Cost Railroad Construction Agreement**

**Cover Sheet for the  
State’s Standard Drawings**

# EXHIBIT "B"



### NOTES

- LAYOUT OF THE HIGHWAY-RAILROAD GRADE CROSSING AREA, TRACKS, THE TOP OF CURB, RAILROAD CROSSING SURFACE MATERIAL, IN A MANNER THAT WATER DRAINS AWAY FROM THE RAILROAD TRACKS. THE RAILROAD MAY CONCUR TO ADJUST THE ELEVATION OF THE RAILROAD TRACKS. IT IS EASIER TO RAISE RAILROAD TRACKS COMPARED TO LOWERING RAILROAD TRACKS.
- LENGTH AND TYPE OF RAILROAD CROSSING SURFACE MATERIAL, ALSO CALLED RAILROAD PLANKING, SHALL BE AS SHOWN ON THE PLANS.
- CURB, GUTTER AND SIDEWALK (IF USED) SHALL TRANSITION ON BOTH SIDES OF TRACKS FROM A NORMAL HEIGHT TO A "FLAT" SECTION AT THE SAME ELEVATION AS THE TOP OF THE TRACKS AND BUTT UP FLUSH TO RAILROAD PLANKING.
- NOT TO SCALE.

PLAN VIEW

**English**  
 COUNTY GEM  
 KEY NUMBER 20364  
 SHEET 1 OF 1

STANDARD DETAIL R-2  
 HIGHWAY - RAILROAD  
 GRADE CROSSING AREA

PROJECT NO.  
**A020(364)**

IDAHO  
 TRANSPORTATION  
 DEPARTMENT  
 IDAHO TRANSPORTATION DEPARTMENT

SCALES SHOWN  
 ARE FOR 1" X 11"  
 PRINTS ONLY  
 CADD FILE NAME  
 DRAWING DATE:

NO.	DATE	BY	REVISIONS DESCRIPTION	DESIGNED	DESIGN CHECKED	DETAILED	DRAWING CHECKED

# **EXHIBIT “C”**

**To Actual Cost Railroad Construction Agreement**

Cover Sheet for the  
**Company’s Improvements**  
**Estimated Costs**

## EXHIBIT "C"

Cost Estimate for work by Company  
Summary of Costs



Date: August 25, 2020

To: Jeff Short  
Idaho Northern and Pacific Railroad  
General Manager  
119 Commercial Avenue, Emmett, ID 83617  
C 208.871.7734 | F 208.365.6336

Subject: N Wardwell Avenue/N Johns Avenue RR Crossing Improvements  
RailWorks Track Systems, Inc. Bid No. 520-20-210

Per plans and specifications received, RailWorks Track Systems Inc. (RailWorks) submits the attached proposal and the following additional clarifications for subject project.

Clarifications:

- One mobilization has been included.
- Railroad flagging is not included.
- RailWorks is an open shop contractor; prevailing wages have been included.
- Price is contingent on a mutually agreed schedule.
- Hazardous and/or unsuitable materials have not been considered.
- Performance and Payment Bond is not included. If required add 1% to total award.
- Utility relocation and or encasement have not been considered.
- Traffic control is not included.
- RailWorks has considered removal of existing crossing surface up to 12' wide. Removal and replacement of the surrounding asphalt by others.

Thank you for your consideration, if you have any questions or concerns please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Holmes', with a stylized flourish at the end.

Chad Holmes  
Estimator  
RailWorks Track Systems, Inc.  
(360) 262-9444  
[cholmes@railworks.com](mailto:cholmes@railworks.com)

**EXHIBIT "C"**  
 Cost Estimate for work by Ccompany  
 Crossing Signals Work

**Proposal**  
**RAILWORKS TRACK SYSTEMS, INC.**

**N. Wardwell Avenue**

Job Code: 520-20-210  
 Description: Idaho Northern and Pacific Railroad - N Wardwell Avenue

Job Code 520-20-210

Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
1	Mobilization/Demobilization Includes RailWorks equipment, crew and materials.	1.00	LS	5,100	5,100.00
2	Removals Considers removal of existing crossing surface up to 12' wide, removal of the existing track and excavation of subgrade to 6" below the bottom of the ties. Excavated materials to be hauled to to INPR dumpsite.	1.00	LS	28,500.00	28,500.00
3	Construct Crossing Track (4 @ 73.125' Includes 10 each approach ties on both side of each crossing) Considers installation of 4" initial ballast layer, new 7" x 9" x 10' AREMA Grade crossing ties, No. 1 relay 115RE rail welded through the crossing, 5-1/2" double shouldered tie plates, new spikes and anchors. New or relay comp bars to tie-into the existing track. Track will be surface, lined and dressed to match existing.	293.00	TF	328.00	96,104.00
4	Crossing Surface Installation (4 @ 40.625' each crossing) Includes new 115RE Pre-cast BNSF/UPRR standard concrete panels with end deflectors.	162.50	TF	310.00	50,375.00
				Subtotal:	178,079.00
				<b>GRAND TOTAL:</b>	<b>178,079.00</b>



# **EXHIBIT “D”**

**To Actual Cost Railroad Construction Agreement**

Cover Sheet for the  
**Contractor’s Insurance and Work Requirements**

EXHIBIT "D"

CONTRACTOR'S INSURANCE AND WORK REQUIREMENTS

**1. Insurance Furnished by Contractor**

- A) The Contractor protects and holds harmless the Company and Authorized Users against all loss, liability, and damage arising from activities of the Contractor on Company property.
- B) The Contractor, before commencing work on Company property and without expense to the Company, shall furnish the following insurances to the Company and include coverage for Authorized Users. The Contractor shall provide certificates of these insurances to the Company and State. These insurances shall be primary with respect to any insurance carried by Company. The Contractor waives the right of subrogation against the Company for any insurance payments made. These insurances shall be maintained in full force when working on Company property. Insurances are to be acceptable to the Company, written by an insurance company authorized to transact business in Idaho with a current Best's Insurance Guide Rating of B and Class VII or better.
- a) Railroad Protective Liability Insurance naming the Company as insured with a combined single limit of two million dollars (\$2,000,000) per occurrence with a six million dollars (\$6,000,000) aggregate for bodily injury and property damage. The policy form shall be AAR-AASHTO with broad form coverage for "Physical Damage to Property" (ISO Form GL 00 30) or as revised ISO-RIMA (Form CG 00 35) and include pollution arising out of fuels and lubricants brought to the Job Site (ISO Form CG 31 or equivalent). In some cases this insurance may be available for purchase through the Company.
- b) General Liability Insurance naming the Company as additional insured providing bodily injury, including death, personal injury and property damage coverage, including loss of use, with a combined single limit of at least **two million dollars (\$2,000,000) [or amount as specified by the Railroad]** each occurrence of claim and a general aggregate limit of at least **four million dollars (\$4,000,000) [or amount as specified by the Railroad]**. This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions, Underground Hazard, Broad Form Property Damage, a waiver of governmental immunity (ISO Form GL 24 14 or equivalent), and severability of interests. If coverage is purchased on a "claims made" basis it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked should insurance covering the time period of this Project be canceled.
- c) Automobile Liability Insurance naming the Company as an additional insured providing bodily injury and property damage with a combined single limit of at least **two million dollars (\$2,000,000) [or amount as specified by the Railroad]** each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles used including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, and severability of interests.
- d) Workers' Compensation Insurance covering Contractor's statutory liability as determined by the workers' compensation laws of the State of Idaho.

## **2. Working on Company Property and Personal Protective Equipment**

- A) All work to be done by the Contractor on Company property shall be done in a manner satisfactory to the Company. The work shall be performed at such time and in such manner as not to damage the track or interfere unnecessarily with the movement of trains or traffic upon the track(s) of the Company. Work shall also be performed in a manner as to not interfere unnecessarily with the operations of Authorized Users.
- B) The Contractor shall notify the Company at least ten (10) business days prior to the start of work on Company property to enable the Company to furnish railroad flagging or other protective services as might be necessary to ensure the safety of Company operations.
- C) The Contractor is to consider recommendations made by the Company regarding activities or operations on Company property. The Contractor is not relieved of any liability by accepting recommendations made by the Company.
- D) No Crossing may be established by the Contractor for the use of transporting materials or equipment across track(s) of the Company unless specific authority for the Crossing installation, maintenance, necessary watching and flagging thereof and removal, is first obtained from the Company. The Contractor shall be required to bear all costs incidental to such Crossing, including flagging, whether services are performed by the Contractor's own forces or by Company personnel and to indemnify the Company for the use of such Crossing.
- E) The Contractor shall be suitably dressed to perform work safely and in a manner that will not interfere with vision, hearing, or free use of hands or feet when on Company property. Shirts are to be waist length with sleeves. Trousers are to cover the entire leg with any flare-legged style tied to prevent catching. Footwear shall be sturdy like work boots; no open toe shoe (like sandals), thin soled (like a tennis or walking shoe), or shoes with high heels are to be worn. Additionally the following personal protective equipment is to be worn:
  - a) Protective headgear, commonly called a hard-hat, which meets the American National Standard-Z89.1, latest revision. It is suggested that all hard-hats be affixed with the entity's name or logo.
  - b) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1, latest revision. Additional eye protection shall be provided to meet specific job situations such as welding and grinding.
  - c) Hearing protection that affords protection from noise levels that may be occurring on the Job Site.
- F) The Contractor shall contact the Company prior to commencing work on Company property to determine if any telecommunication or other facilities are located within the Job Site. The Contractor shall locate and protect any known telecommunication facilities or other facilities at no expense to the Company.
- G) The Contractor shall not foul the drainage ditches or railroad ballast with debris. All debris shall be removed by the Contractor at the completion of the Project at no expense to the Company.
- H) The Contractor shall abide by the Project and not proceed with any additional work that involves placing combustible material, erecting any structure, or obstructing the view of along the tracks on Company property without prior approval from the Company.

- I) The Contractor shall not discharge explosives on Company property without the prior consent of the Company. The Company reserves the right to impose additional conditions and restrictions on the Contractor when explosives are used, stored, or transported on Company property in addition to the following:
- a) The Contractor shall provide a minimum of forty-eight (48) hours notice, excluding weekends and holidays, before discharging any explosives unless the Company has agreed otherwise.
  - b) All explosives loaded in holes or otherwise readied for discharge shall be discharged that same day during daylight hours at a time acceptable to the Company.
  - c) The Contractor, at no expense to the Company, shall take all precautionary measures and construct all temporary shelters necessary to guard against danger of damage, destruction or interference arising out of or connected with any blasting, transportation, handling, storage, security or use of explosives.
  - d) The Contractor shall use, store, and transport explosives in a manner acceptable to the Company and in accordance with local, state and federal laws and regulations, including, without limitation, United States Department of Labor, Bureau of Labor Standards, Safety and Health Regulations for Construction, 29 CFR Part 1926, Subpart U--"Blasting and the Use of Explosives;" and Occupational Safety and Health Administration Occupational Safety and Health Standards, 29 CFR Part 1910, Subpart H--"Hazardous Materials".



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

Wednesday, October 07, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve hangar lease agreement between Jeffery Alden Anderson and City of Emmett with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons  
Public Works Director

LEASE  
AGREEMENT

Lease agreement dated \_\_\_\_\_, 2020 ("Lease"), between the City of Emmett, Idaho ("Landlord") and Jeffrey Alden Anderson whose address is 1203 W Quarter Dr, Eagle Idaho 83616 ("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 three (3) tie-down spaces at the Emmett Airport. Rent will be \$725.00. Rent is due on or before January 1 of each year. Landlord may, by resolution of the Emmett City Council, periodically adjust the rent. Any such adjustment shall become effective for the next annual rental payment due. Such adjustments shall not occur more frequently than once each year.
2. PROPERTY OF TENANT: Tenant shall obtain property insurance on all Property of Tenant located on the Premises and hereby releases and discharges Landlord of and from any liability for damage to the Property of Tenant. "Property of Tenant" shall mean and include all personal property of Tenant including structures, equipment, furniture, and personal belongings kept or used on or installed in the Premises that are owned by and separately assessed to Tenant.
3. WARRANTIES: There are no warranties by Landlord. Tenant, in executing this Lease, is relying upon its own judgment, information and inspection of the Premises.
4. ENTRY BY LANDLORD: Landlord shall have the right to enter the Premises at any reasonable time to examine the same and determine that Tenant is complying with the terms of this Lease.
5. INDEMNIFICATION: Tenant agrees to indemnify, defend and hold harmless Landlord and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Tenant, Tenant's agents, Tenant's employees, Tenant's

representatives, Tenant's invitees, or any other person allowed on the Premises by Tenant.

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

9. OPTION TO RENEW: Tenant shall have the right to renew the Lease for a period of twenty (20) years. If Tenant desires to renew the Lease, then written notice of such renewal shall be given not sooner than one (1) year and not less than one hundred twenty (120) days prior to the termination date of this Lease.
10. TERMINATION OF LEASE: In the event that Landlord ceases to own or operate the airport or finds that because of Federal, State or other restrictions, it is impractical to continue the Lease, or in the event that Landlord determines in its sole discretion that it is not in Landlord's best interest to continue with the Lease, this Lease shall terminate. Landlord shall give Tenant notice of such termination 90 or more days in advance of the termination date.
11. REPAIRS: Tenant shall repair damages, except those caused by normal use, to the airport and Premises which are the result of Tenant's action or of any invitee of Tenant while making use of the airport or Premises. Repairs shall be completed within ninety (90) days of the date of any such damage. If Tenant cannot 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

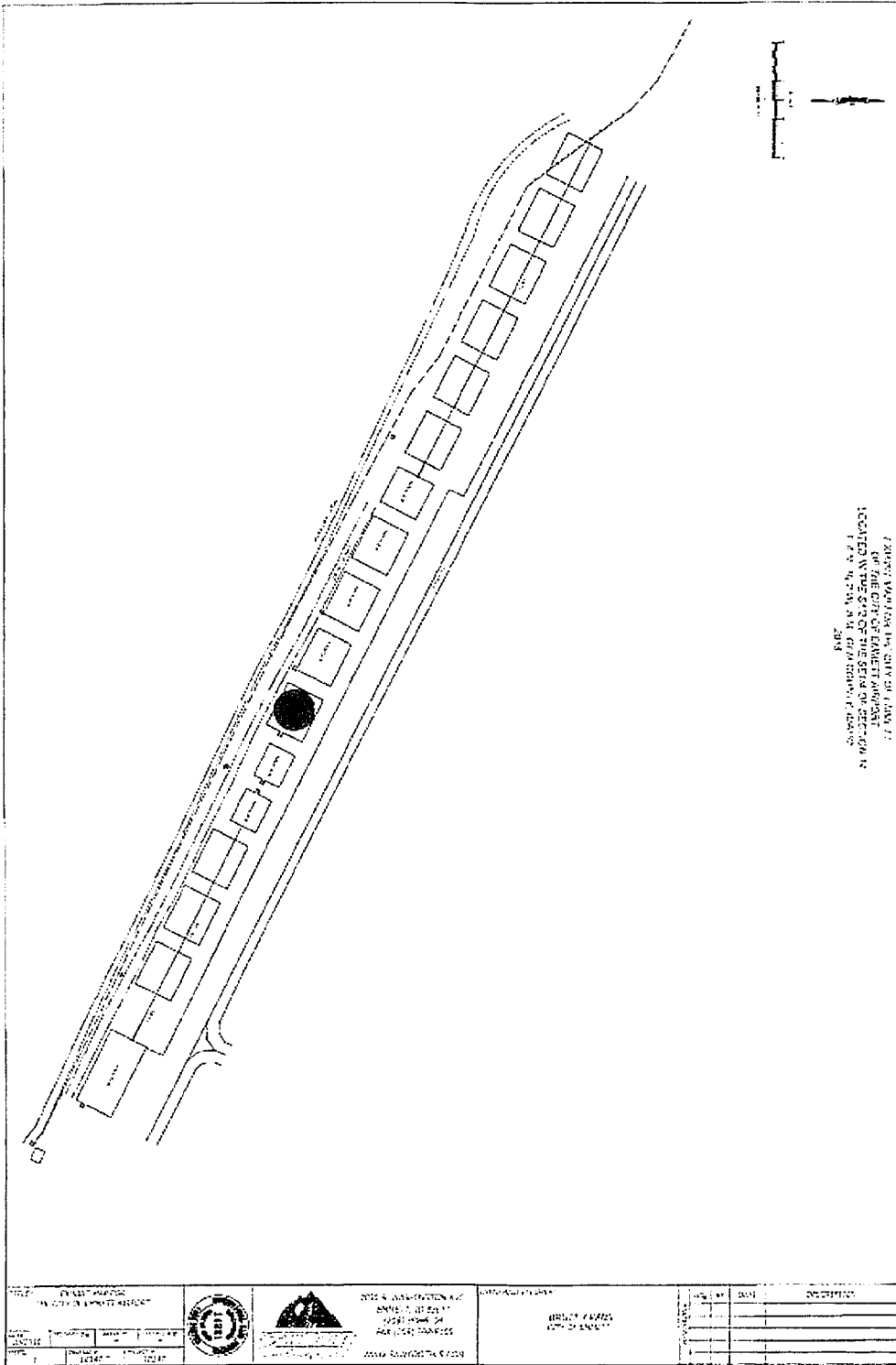
By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

TENANT:

By:  \_\_\_\_\_  
Jeffrey Alden Anderson

Exhibit A



PROPERTY LOCATED IN SECTION 11,  
T. 10 N. R. 27 W. S. 24  
LOCATED WITHIN THE SITE OF SECTION 11  
T. 10 N. R. 27 W. S. 24  
SECTION 11



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

Wednesday, October 07, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Termination of Hangar Lease Scott K and Helen K Carter with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons  
Public Works Director



**Office of the Mayor  
501 East Main Street  
Emmett, Idaho 83617**

October 13, 2020

Termination of Hanger Lease Carter

The City of Emmett hereby gives permission to Scott K. and Helen K. Carter to sell their hangar to Jeffrey Alden Anderson. Upon Jeffrey Alden Anderson entering into a Lease Agreement with the City, the Lease Agreement between Scott K. and Helen K. Carter and The City of Emmett dated March 15, 2007 shall be terminated.

Mayor Gordon Petrie



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

Wednesday, October 07, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Mike Zehner and Jeff Eckberg's request to construct eight standard t-hangars at the Emmett Airport**

Attached is the Request Letter, construction drawings and images for your review.

Thank you,

Clint Seamons  
Public Works Director

10/07/2020

To: Mr. Clint Seamons, Airport manager, Emmett Idaho

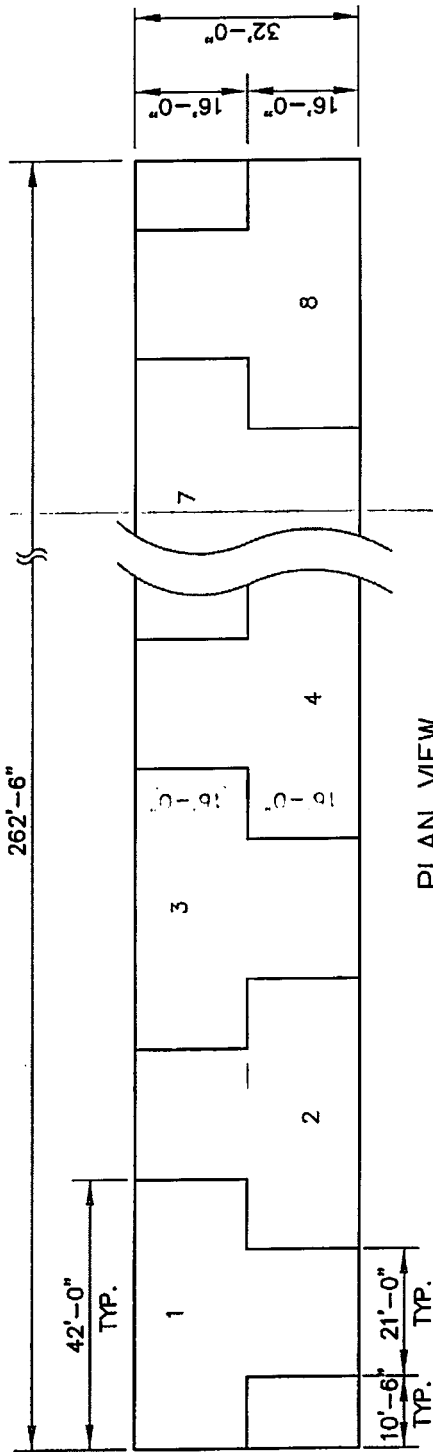
This letter is a request to construct eight standard T-Hangars at the Emmett Airport. These hangars will be designed to house one airplane per unit. The hangars will be constructed of steel with electric doors and individual access to power. We hope to start the construction within the next 2 weeks with a completion date estimated near December 15<sup>th</sup>. Units will be sold to private individuals creating more land lease income for the city of Emmett. As we have discussed, we feel each hangar should bring in an additional 350 dollars per hangar per year. The development will also contribute to Gem County by means of additional property tax. As private owners of individual hangars located at the Emmett airport we feel these T-hangars will be a positive contribution to the airport as well as community. Thank you for your consideration.

Sincerely,

Mike Zehner and Jeff Ekberg

Hangar Time llc

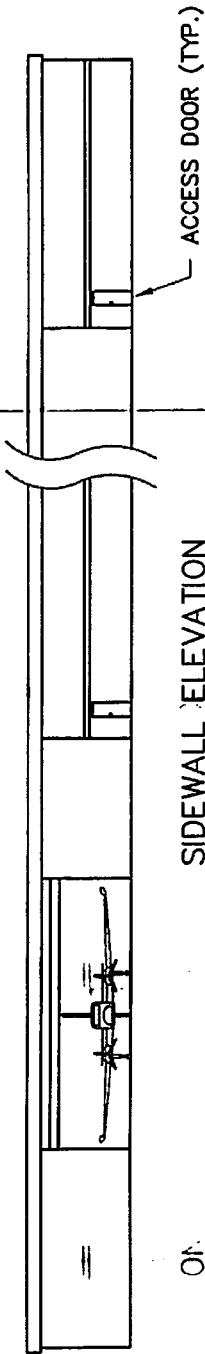




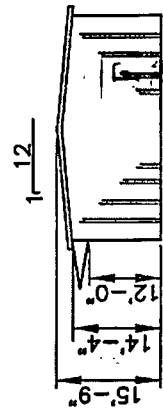
PLAN VIEW

8 UNIT MODEL OT42

ALL DOORS 41'-8" x 12'-0" CLEAR  
BUILDING TOTALS 8,400 SQ. FT.



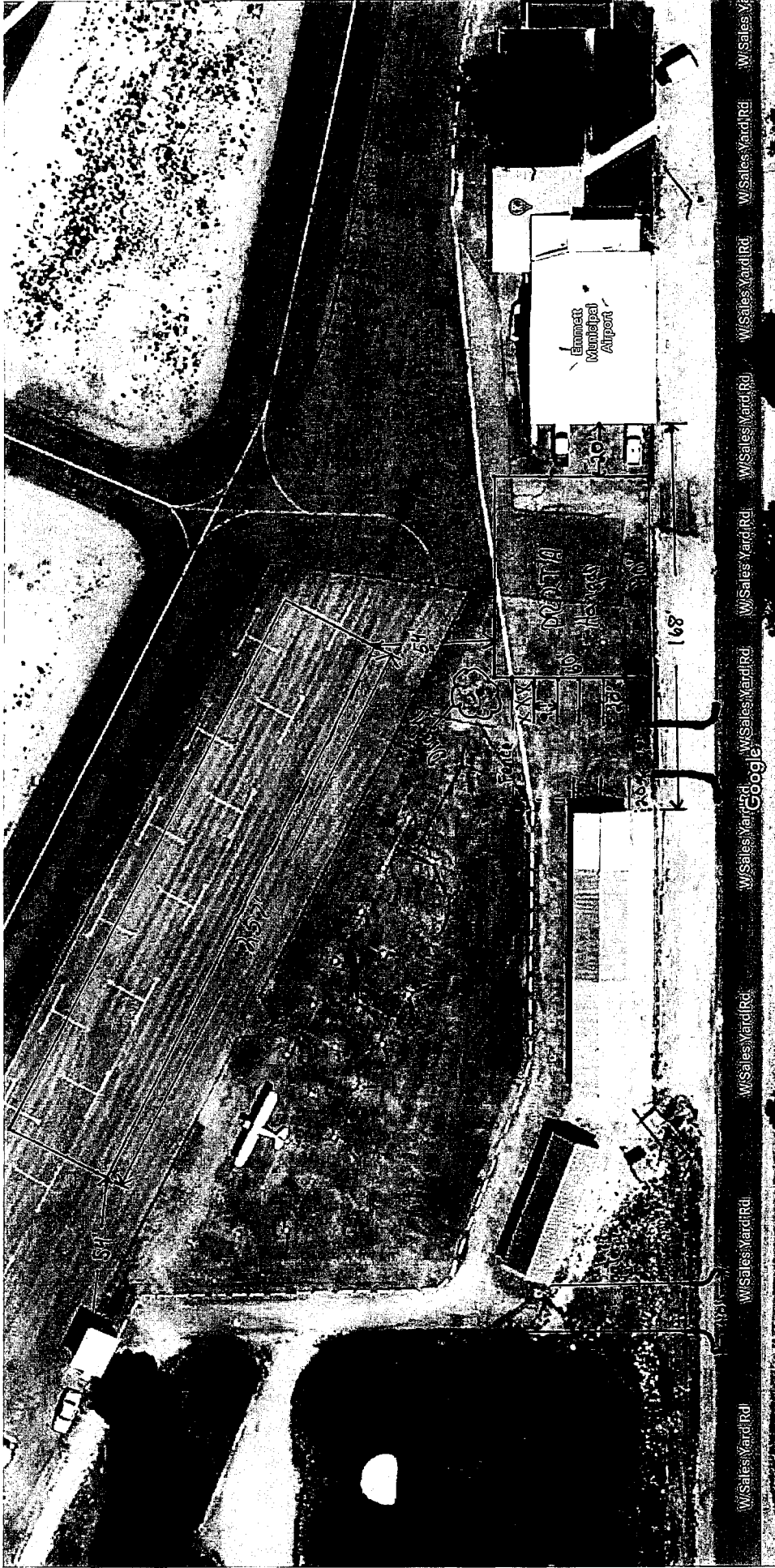
SIDEWALL ELEVATION



ENDWALL ELEVATION

**FULFAB, INC.**  
CANTON, OHIO  
PLAN AND ELEVATIONS  
8 UNIT MODEL OT42  
BIFOLD DOOR T-HANGAR





All dimensions are approximate

Map data ©2020, Map data ©2020 20 ft

# Emmett Fire Department

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501 E. Main St.

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Emmett, ID 83617

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March 7, 2017

Emmett City Council,

I am seeking permission to surplus equipments listed below and that the equipment be surplus-  
es to College of Western Idaho's Fire Program.

**Motion:**

***- Motion: to accept the recommendation of Chief Christensen to approve the Fire Department to surplus the equipment listed below, to the College of Western Idaho Fire Program.***

Thank you,

Curt Christensen  
Chief Emmett Fire Department  
[cchristensen@cityofemmett.org](mailto:cchristensen@cityofemmett.org)  
208-941-7367

<b>SURPLUS</b>	<b>Reasoning</b>	<b>Value</b>
<b>7 Nozzles</b>	No longer being use	\$0
<b>6 sections of 2.5"</b>	Hose has failed testing	\$0
<b>3 sections of 1.75"</b>	Hose has failed testing	\$0
<b>1 section of 5"</b>	Hose has failed testing	\$0