

Special Meeting Workshop Meeting

February 11, 2020

The Emmett City Council held a budget workshop meeting at 501 E. Main Street, Emmett, Idaho.

Mayor Petrie called the meeting to order at 6 p.m.

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

Staff Present: Lyleen Jerome, Alyce Kelley, Clint Seamons, Mike Knittel, Curt Christensen, Brian Sullivan, Doricela Milan-Sotelo, Anna Marie Young, Stephanie Johnson

Councilman Henderson made a **MOTION TO APPROVE THE AGENDA. COUNCILMAN WELCH SECONDED. 6 - AYES, 0 - NOES. MOTION CARRIED.**

Public Present:

Economic Development Tools Information

Clint Seamons, Public Works Director introduced Tina Wilson, PCED Executive Director of Western Alliance for Economic Development who gave a presentation possible funding tools available to our community.

Council President Nebeker made a **MOTION TO ADJOURN. SECONDED BY COUNCILMAN Resinkin. 6 - AYES, 0 - NOES. Motion Carried.**

Meeting adjourned at 6:33 p.m.

Mayor Gordon Petrie

City Clerk Lyleen Jerome

City of Emmett Council Meeting

February 11, 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**
Al Cinnamon offered the **Community Invocation**

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

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

Public Present: John Sanuy – 3015 Gala Trail, Turner Family – 527 E. 2nd St., Al Cinnamon – Emmett, Kelly Taylor 2395 Airport Rd, Delores Larsen – 126 N. Washington St., Veronica Vasquez – 126 N. Washington St., John Wyman – 208 N. Johns Ave.

Councilman Henderson made a MOTION TO APPROVE THE AGENDA. Seconded by Councilman Butler. 6 -AYES, 0- NOES. Motion Carried.

Amendments to the Agenda:

Declaration of Conflicts of Interest: - None

Declaration of Council Members' Discussion Outside an Open Meeting:

PUBLIC HEARING:

Mayor Petrie opened the Public Hearing at 7:03 p.m. regarding the Annexation of Parcel RPC40200T00330 located at 522 S. Mill Rd consisting of 1.515 acres, Applicant John Wyman. Brian Sullivan, Building Official/City Planner Director read the proposed annexation with zoning classification. Comment was made. Mayor Petrie asked for further comment from the Public three times. The Public Hearing was adjourned at 7:14 p.m. **Council President Nebeker made a MOTION TO APPROVE THE ANNEXATION WITH ZONING CLASSIFICATION OF PARCEL NUMBER RPC40200T00330 FOR JOHN WYMAN AND DESIGNATE THE ZONING CLASSIFICATION OF R-3, MULTI-FAMILY RESIDENTIAL, ADOPT THE FINDING AND STAFF ANALYSIS FROM THE STAFF REPORT, AND DIRECT STAFF TO CREATE AN ORDINANCE TO BRING BACK TO COUNCIL FOR APPROVAL. Seconded by Councilman Henderson. 6 - AYES, 0 - NOES. Motion Carried.**

ELECTED OFFICIALS:

- A. Mayor
- B. City Council
- C. Announcements and Good of the Order

PRESENTATION:

- A. Recognition of Charlise Turner - Mayor Gordon Petrie gave the "Doing the Right Thing" Award for saving her dad's life.
- B. Delores Larson, Director gave a presentation on Rose Advocates and the involvement here in Gem County.

CONSENT AGENDA:

- A. Approval of Minutes – January 28, 2020 ICRMP Workshop
January 28, 2020 Regular Meeting
- B. Approval of Accounts Payable.

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

NON-CONSENT AGENDA

BUSINESS:

Kelly Taylor and John Sanuy requested approval of the use of the Airport Facility for Wings & Wheels Event on April 18, 2020. **Council President Nebeker made a MOTION TO APPROVE THE USE OF THE AIRPORT FACILITY FOR THE WINGS AND WHEELS EVENT ON APRIL 18, 2020 FROM 8AM - 2PM FOLLOWING ALL STAFF RECOMMENDATIONS. Seconded by Councilman Resinkin. 6 - AYES, 0 - NOES. Motion Carried.**

DEPARTMENT/ ACTIVITY REPORTS

- A. **Building Official/City Planner** – Brian Sullivan - no planning and zoning report. He brought up discussions that have occurred with potential use of the swimming pool in the park.
- B. **City Clerk** – Lyleen Jerome - no report
- C. **Fire** – Chief Curt Christensen - no report. The Emmett Chili Feed will be April 18, 2020.
- D. **Library** – Alyce Kelley - no report. Invited the Council to attend the Bears, Books and Brownies event at the Library February 12-14th
- E. **Police** – Chief Steve Kunka - no report.
- F. **Public Works** – Director Clint Seamons - no report.
- G. **Systems Administrator** – Mike Knittel - no report.
- H. **Engineer**

City of Emmett Council Meeting

February 11, 2020

Councilman Henderson made a MOTION TO ADJOURN, SECONDED BY COUNCILMAN Resinkin 6 – AYES, 0 – NOES. Motion Carried.

Meeting Adjourned at 8:03 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk

ORDINANCE NO. O2020-01

AN ORDINANCE OF THE CITY OF EMMETT, IDAHO AMENDING CITY CODE 6-2-6: PARKING TICKETS AND PROCEDURES, SUBSECTION A; AND CITY CODE 6-2-7: PENALTIES FOR PARKING VIOLATIONS; CLARIFYING THE TERM "VEHICLE."

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

I. Section 6-2-6 A. of the Code is amended as follows:

A. It shall be the duty of the city police, code enforcement officer, and any other individual designated by the mayor, upon observing a ~~motor vehicle or motor vehicle and trailer~~, parked, standing, or stopped in violation of the provisions of this chapter, to leave upon such vehicle a separate parking ticket as frequently as every two (2) hours that such vehicle has been parked, standing, or stopped in violation of the provisions of this chapter. In addition, at the expiration of the posted time limit, it will be required that all vehicles be removed from the block face of the area in which it was parked in a posted time limit for the remainder of the calendar day. Such parking ticket shall bear the hour and date of leaving the same upon the vehicle, the make of the vehicle, the vehicle's license number, the specified code section violated, and the amount of the fine for such violation. Each parking ticket shall instruct the operator of the vehicle to report to the city clerk at the city hall.

II. Section 6-2-7 of the Code is amended as follows:

6-2-7: PENALTIES:

Any operator of a ~~motor vehicle or a motor vehicle and trailer~~ who shall stand, stop, or park such vehicle in violation of the provisions of this chapter shall be deemed to have committed a parking violation. In the event that a parking ticket is not paid in accordance with the administrative procedure set forth in section 6-2-6 of this chapter and the city's collecting agency is unable to collect the unpaid debt or if the ticketed party contests such parking ticket, an infraction citation or complaint punishable as provided in section 1-4-1 of this code shall be filed in the magistrate division of the district court.

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

Passed by the City Council on the ____ day of _____, 2020.

Approved by the Mayor on the ____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE #02020-02

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 January 6, 2020, at 6:00 o'clock p.m., to consider annexation and zoning classifications for approximately 1.52 acres of property located at 522 S. Mill Road, 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-3, Multi-Family Residential zoning land use classification;

WHEREAS, the Emmett City Council, pursuant to public notice as required by law, held a public hearing on February 11, 2020, at 7:00 o'clock p.m., on the annexation and the proposed zoning for the real property described in Exhibit A and Exhibit B, as required by Section 67-6525 of the Idaho Code and the City ordinances;

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

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

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

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

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

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

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

Section 4: The zoning land use classification of the lands described in Exhibit A is hereby classified as R-3, Multi-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-3 Multi-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)

Part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7, Township 6 North, Range 1 West of the Boise Meridian, Gem County, Idaho described as:

BEGINNING at the West Quarter corner of Section 7, Township 6 North, Range 1 West of the Boise Meridian, Gem County, Idaho and running;

Thence S00°32'27" W 340.00 feet along the West line of said Section to the **POINT OF BEGINNING**;

Thence S. 89°02'40" E. 330.00 feet parallel with said North line;

Thence S. 00°32'27" W. 200.00 feet parallel with the West line of said Section;

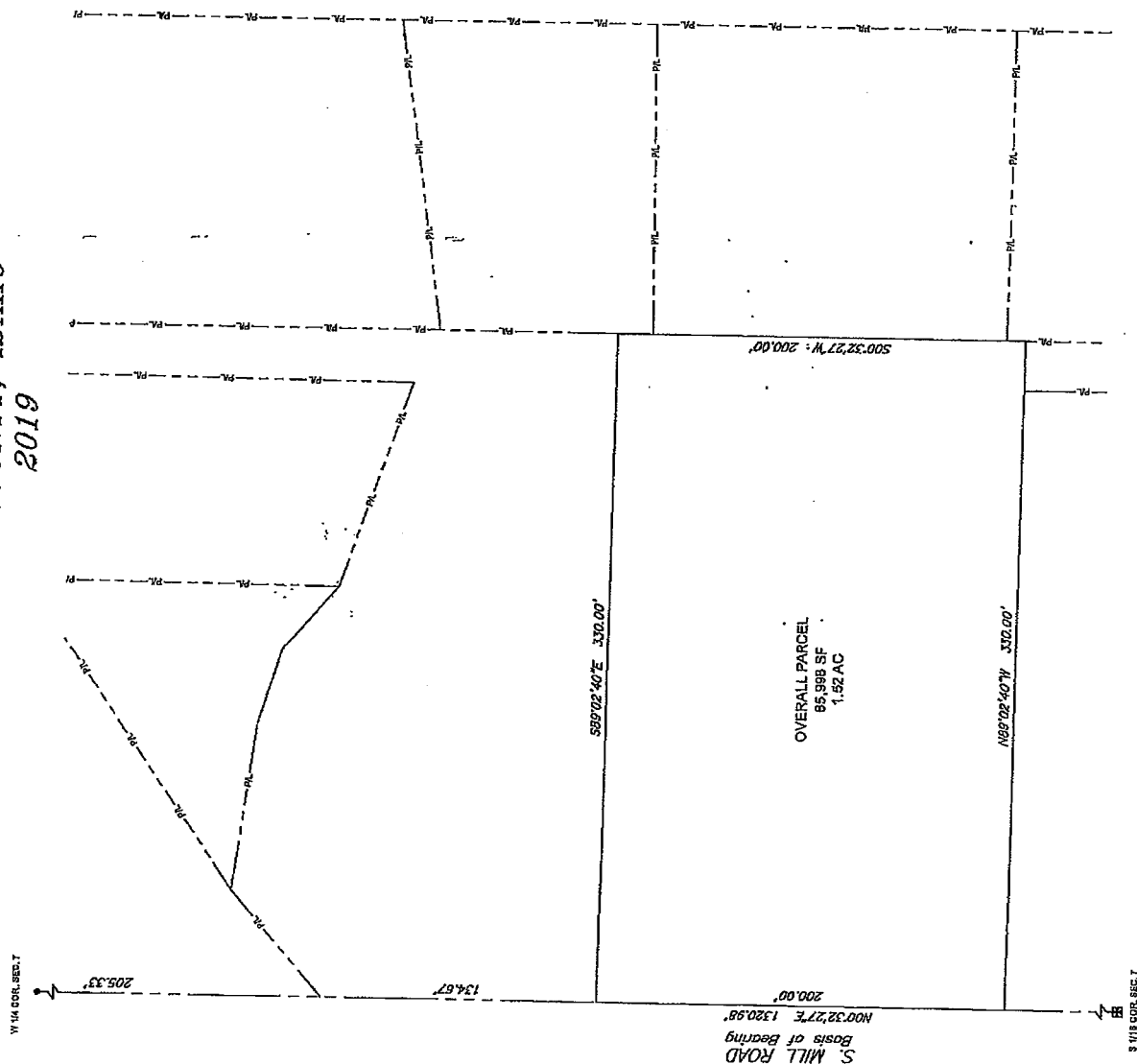
Thence N. 89°02'40" W. 330.00 feet parallel with the North line of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section to a point on the West line of said Section;

Thence N. 00°32'27" E. 200.00 feet along said West line to the **POINT OF BEGINNING**.

The above described parcel contains 65,998 square feet or 1.52 acres more or less.

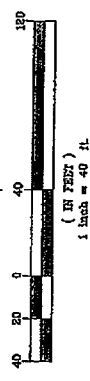
Exhibit B (attached map)

PART OF THE NW 1/4 OF THE SW 1/4 OF
SECTION 7, T. 6 N., R. 1 W., B.M.
GEM COUNTY, IDAHO
2019



W 1/4 COR. SEC. 7

S 1/4 COR. SEC. 7



LEGEND

- Calculated Point
- ⊕ Found Brass Cap
- ⊖ Found 5/8" rebar
- ⊖ Found 1/2" rebar
- () Record Distance
- PL — New Boundary Line
- PL — Property Line
- Section Line

SURVEYOR'S CERTIFICATE

I, JEREMAH B. FIELDING, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.



JEREMAH B. FIELDING, P.L.S. IDAHO LICENSE NO. 12220

EAGLE LAND SURVEYING, LLC.
100 1st St. N., Suite 200, Boise, Idaho 83720
Tel: 208-333-8888, Fax: 208-333-8889

SITE PLAN			
JOHN TIMAN			
SEC. 7 T. 6 N. R. 1 W. B.M.			
DATE	1/25-11	PROJECT	19-184 STORST
DRAWN BY	JBF	CHECKED BY	JBF
SCALE	AS SHOWN	DATE	1/11

INDEX # 614-7-4-3-00-00



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

Wednesday, February 19, 2020

Mayor, City Council:

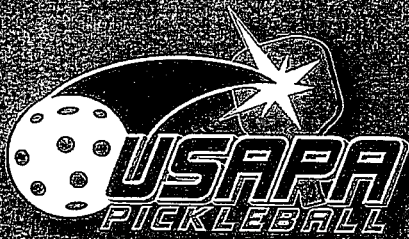
I am requesting from City Council a **MOTION to allow tennis court three to be converted to a pickleball court.**

Darlene Morgan will be contributing the cost of paint and an Eagle Scout would be doing the work as his project. Debora Hopwood has worked out with the Emmett High School tennis coach which court to paint and have decided on court number three.

Attached is a diagram of the pickle ball court for your review.

Thank you,

Clint Seamons
Public Works Director



Recommend Net Posts Extend 12 in. Outside Sideline.
 Recommend Line Widths = 2 in.

Net Height at Sideline = 36 in.
 (34 in. at Center)

Non-Volley Line

Sideline

Left Service Area

Right Service Area

Baseline

Centerline

20 ft. (inclusive of lines)

10 ft.

48 ft. 4 in.

44 ft.
 (inclusive of lines)

7 ft.

15 ft.

Line Tolerances:

- Net line to outside of NVZ line: 7' +/- 1/8"
- Net line to outside of baseline: 22' +/- 1/4"
- Outside sideline to outside sideline: 20' +/- 1/4"
- Outside sideline to centerline: 10' +/- 1/8"
- Diagonal dimension to outside of lines: 48' 4" +/- 3/4"



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

Wednesday, February 19, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Ferguson Waterworks invoice in the amount of 19287.61.**

Thank you,

Clint Seamons
Public Works Director

FERGUSON

WATERWORKS

6715 WEST OVERLAND DRIVE
IDAHO FALLS, ID 83402-5700

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0734449	\$19,287.61	41583	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1701
PO BOX 802817
CHICAGO, IL 60680-2817

Please contact with Questions: 208-528-7490

6095 1 MB 0.428 E0132X 10224 D5741742415 S2 P7062359 0001:0003



CITY OF EMMETT
501 E MAIN ST
EMMETT ID 83617-3046

SHIP TO:

EMMETT, CITY OF
231 SOUTH WASHINGTON AVENUE
EMMETT, ID 83617-2949

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1822	1822	IDE	STEVE YATES	AE	STOCK	01/09/20	IO 36214
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
75	75	FB11444NL	LF 1 FIP X FIP BV	103.888	EA	7791.60	
30	30	FC8633GNL	LF 3/4 MIP X GRIP PE COUP	25.354	EA	760.62	
100	100	FC8644GNL	LF 1 MIP X PE GJ COUP	36.851	EA	3685.10	
40	40	FFB10014GNL	LF 1 CC X PE GJ BALL CORP ST	84.351	EA	3374.04	
200	200	FINSERT5372	1-1/4 CTS PET / 1 PEP INS STFNR	2.324	EA	464.80	
50	6	FA34NL	LF 3/4X1 MTR ADPT PR	24.360	EA	146.16	
500	500	T170N15300	MIRAFI 170N N/WOV 15X300 500 SY	1.690	SY	845.00	
40	40	DL2242R1	20 CI M/HOLE RNG ONLY	33.180	EA	1327.20	
10	4	DB5018UNVI	18 CI WTR MTR CVR UNVI IMP *X	43.137	EA	172.55	
40	24	DL2240UNVI	CVR ONLY UNIV IMP *X	17.382	EA	417.17	
10	6	DB5018R1I	B-5018 RNG ONLY IMP	50.562	EA	303.37	
INVOICE SUB-TOTAL							19287.61

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Go Paperless - Upgrade to Email Delivery!

You'll receive one email per day with all your invoices attached as a PDF. Contact us with your email address today.



Call us at the number above to switch to email delivery today!

TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$19,287.61
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



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

Thursday, February 20, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Agreement For Professional Services to Keller Associates for 12th St Booster Station in the amount of 45,800.00 with Mayor to sign.**

Thank you,

Clint Seamons
Public Works Director

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of _____ ("Effective Date") between the City of Emmett ("Owner") and Keller Associates, Inc. ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: 12th Street Booster Station ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE: Consultant's services under this Agreement are generally identified as follows:
See Attachment A.

SCHEDULE: The Agreement shall commence on the above written date. Consultant anticipates to complete its services in accordance with the schedule outlined in Attachment A.


COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of \$45,800 (forty-five thousand eight hundred dollars) as described in Attachment A.

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

OWNER: _____
Signature: _____
Name: _____
Title: _____
Address: _____
Date: _____

CONSULTANT: Keller Associates, Inc.
Signature:  _____
Name: James Bledsoe
Title: Principal
Address: 131 SW 5th Avenue, Suite A
Meridian, ID 83642
Date: 2-20-2020

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.

3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed \$1,000,000.

9. **OPINIONS OF COST** – Consultant’s opinions of probable cost represent Consultant’s judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner’s and other contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.
10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor’s work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.
11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant, in writing, of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions (“Notice of Claim”). If the parties fail to negotiate a resolution to any such claim within 30 calendar days following receipt of such Notice of Claim, then the parties may resolve any such claim by mutually agreed alternative dispute resolution technique. If a mutually agreed alternative dispute resolution technique cannot be reached within 60 calendar days following receipt of such Notice of Claim, then Owner may commence action through a court of law. This Agreement shall be governed by the laws of the State where the Project is located; venue shall be Gem County.

Hazardous Environmental Conditions: The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Consultant Reliance: Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

Severability & Waiver: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

Attorneys’ Fees. In any action or proceeding arising from or, related to or with this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all their costs, including, without limitation, reasonable attorneys’ fees and costs as fixed by the court therein.

ATTACHMENT A
for
Professional Engineering Services
for 12th Street Booster Station

between
KELLER ASSOCIATES, INC.
and
CITY OF EMMETT, IDAHO

KA #210022
Scope and Budget

INTRODUCTION

The City of Emmett desires to construct a new booster station, located off 12th Street, to provide water supply that meets state public drinking water standards to a new pressure zone. The basis of design, service area, size, and components of the booster station are detailed in the Department of Environmental Quality (DEQ) approved July 2019 Payette River Orchards Water Booster Pump Station (also referred to as the 12th Street Booster Station) Preliminary Engineering Report (PER). The facilities includes a package style 4-pump booster station (two 170 gpm duty pumps and two 1500 gpm fire pumps) that includes pressure tank(s), and electrical gear housed inside a pre-engineered building. A generator will be either housed inside the building or external to the building. It is understood by all parties that the Consultant can rely upon and use the information and data presented in the approved PER, including geotechnical information, for completing design services. If revisions to the concept presented in the PER are desired or needed to complete design services, they can be provided by Consultant as an additional service.

Topographic survey data for the project area in CAD format will be made available to the Consultant by the Owner which data can be relied upon. It is further understood that the booster station will be located at the southeast corner of the intersection of Royalty Avenue and E 12th Street within 100 feet of an existing 12-inch water main on a site that will be either donated or a permanent easement provided to the City by a local developer. The Consultant will not provide site acquisition, easement support, or developer coordination services as part of this contract. Site improvements are only anticipated to include access off 12th Street, onsite infiltration swales for stormwater disposal, combination of asphalt/concrete/gravel driveways, and security lighting and fencing. The City's funds are anticipated to finance the project.

The Engineering Services to be provided by Keller Associates ("Consultant") for the City of Emmett, ID ("Owner/City") are described below in the scope of work.

SCOPE OF WORK

Task 1: Project Management and Meetings

Consultant Responsibilities

1. Project management includes general project administration services including contract administration, project accounting, regular progress reports, maintaining project schedule, and internal project administration.

2. Participate in a project kick-off meeting to review key design concepts, project goals and objectives, and project design constraints.

City Responsibilities

1. Provide meeting space for all project meetings.

Deliverables

1. Project reports.
2. Project meeting agendas and minutes.

Task 2: Booster Station Equipment Pre-purchase Support

Consultant Responsibilities

1. Prepare request for information.
2. Review PER information and City furnished equipment package quotes.
3. Develop design/performance constraints. These are anticipated to include:
 - a. Design constraints outlined in the PER (i.e. pumping capacities).
 - b. Consultant/City preferences for equipment, materials, and instrumentation.
 - c. Operational control theory.
 - d. SCADA coordination requirements, including PLC, HMI, radio, I/O, panel requirements. Facility anticipated to run independent of outside system controls. Trending, history, integration will be provided by City SCADA integrator.
 - e. Performance requirements for generator (i.e. total vs firm capacity), fuel storage and type, acceptable decibel levels, automatic transfer switch requirements.
 - f. Maximum pipe velocities.
 - g. HVAC/ventilation preferences; building efficiency / insulation requirements.
 - h. Design loads and building foundation requirements.
 - i. Provisions (if any) for expansion and future facilities (i.e. chlorine monitoring and injection).
 - j. Minimum spacing requirements between pipelines, pumps, and electrical equipment.
 - k. Electrical requirements, including VFDs and filters.
 - l. Valve isolation requirements.
 - m. Minimum pump efficiencies and flow range.
 - n. Flow metering, pressure gage, and pressure transducer requirements including accuracy expectations.
 - o. Surge mitigation, pressure relief, and isolation requirements.
 - p. Equipment schedule, delivery, and storage constraints.
 - q. Building and pump access and removal requirements.
 - r. Acceptable building surface, roofing, and fixture materials.
 - s. Coatings, finishes, intrusion alarms, interior/exterior LED lighting, natural lighting (if any).
 - t. Desired alarms such as pump failure, high/low pressures, intrusion alarms
 - u. Warranty and performance bond requirements.
 - v. Sampling and wash water; internal plumbing provisions
 - w. Supplier's obligations in terms of providing final stamped drawings, obtaining permit approvals, performance testing, training, and O&M materials.
4. Prepare project drawings which are anticipated to include the following:
 - a. General sheet.
 - b. Piping and Instrumentation Diagram.
 - c. Concept mechanical layout using information provided by suppliers.

- d. Concept building layout.
- e. Concept site layout.
- 5. Prepare booster station pump/building skid package pre-purchase technical and bidding specifications to assist the City in procuring the pump/building skid-mount package. Specifications are anticipated to use EJCDC front end documents and project design constraints.

City Responsibilities

- 1. Provide SCADA review and input on requirements and City preferences.
- 2. Provide legal and risk review of contract documents.

Deliverables

- 1. Request for information.
- 2. Booster station pump/building skid package pre-purchase technical and bidding specifications.

Task 3: Final Design (Future)

The scope of work and compensation for this task will be determined at a future time.

Task 4: Bidding Support

Provide bidding support for pump station pre-purchase to include responding to questions from bidders, issuing addenda, participation in a bid opening, reviewing proposals received by the City, and making a recommendation for an award. A single public bidding process is assumed.

City Responsibilities

- 1. Pay for and issue invitation to bid publication.
- 2. Issue the notice of award and execute equipment purchase contract documents.

Deliverables

- 1. Recommendation for booster station skid package pre-purchase notice of award.

Task 5: Construction Engineering Support (Future)

The scope of work and compensation for this task will be determined at a future time.

COMPENSATION

Summary of Professional Services Fees

Task	Description	Billing	Budget/Fee
1	Project Management	LS	\$4,900
2	Booster Station Equipment Pre-purchase Support	LS	\$30,200
3	Final Design	LS	TBD
4	Bidding Support	LS	\$10,700
5	Construction Engineering Support	LS/T&M	TBD
Subtotal			\$45,800

ARTICLE IV—Time Schedules: Once Consultant has received authorization to proceed through a signed contract, Consultant shall promptly proceed with the work outlined in Tasks 1-2. It is contemplated that Consultant will submit equipment pre-purchase documents to DEQ and Owner within three months of receiving a signed contract to proceed and topographic survey information.

ARTICLE V—Services Not Included in Scope of Work or Provided by Others

The following services/items are not included in this scope of work and budget and will either be provided by others or can be provided by Consultant upon a mutually agreed upon contract addendum.

1. Access to records and mapping.
2. Publication and advertisement costs.
3. Topographic and boundary surveying.
4. Geotechnical exploration, testing, and analysis. Additional potholing, if desired.
5. Funding support since it is understood City reserves will fund the project improvements.
6. Legal fees, legal review of contract and bid documents.
7. Environmental surveys, reports, and/or field investigations.
8. Recording fees.
9. Land and easement negotiation and purchase costs.
10. Landscape design.
11. Support or attendance to public meetings and open houses
12. Design of offsite dry and wet utility extensions (excepting less than 100 feet of 12-inch suction water main which is anticipated to be completed as part of Final Design Task 3)
13. No environmental or local, state, or federal regulatory permitting support will be provided by the Consultant. The City will provide the Contractor a building permit using the final design plans provided by the Consultant. The Contractor will be responsible for all building permit fees unless waived by the City.

City's Strategic Pillars
2/11/2020

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

Building/Zoning Department Goal

- Educate staff to obtain intimate knowledge of building and zoning codes. 40%
- Update outdated city ordinances, implement new ordinance-----80% zoning and building only.
- Obtain accessibility inspector certification----40%
- Create ADA transition plan to evaluate all City owned buildings and property. 95%
- Digitalize and Organize all building and zoning files. 1%

Expenditures requiring authorization from higher and purpose of expenditure

•

No less than top ten accomplishments since last report!

1. Start reviewing lot sizes for R-2, duplex zone. Would like to reduce the minimum lot size from 8000 down to? Had first and second meeting on this, zoning commission is on board to reduce lot size down to 6000 sq. ft. for a R-2 zone. Will bring back a formal amendment.
2. Start on proposal to adjust/reduce boundaries of the Historic Central Business District for design review.
3. Re-writing Area of Impact Agreement between City of Emmett and Gem County. **Making revision #2**
4. Completed draft Area of Impact map revision. **To County for Review, County Staff is in agreement**
5. Ordinance revision to allow Manufactured Homes in an R-1 zone without a variance. Draft is complete
6. Permits, January 2020: New house = . Commercial = , Duplex = , Apartment = - Hangars = 0, Manufactured Home = , Fees Collected: \$
7. Working on Ordinance for Sewer and Water Connections, work performed by City, work performed by person wishing to connect. Striving for Clarity in the Ordinance.
8. Review easement documents for future water storage tank and booster pump station site.
9. Zoning Applications:
 - Re-Zone application, 913 S. Wardwell, hearing with Council March 10, 2020
 - Annex application, 522 Mill Road, hearing for Council February 11, 2020- Recommended approval to Council
 - Annex application, 2030 S. Washington- Sawtooth, hearing with Council March 10, 2020

Plan for next 30 days

10. Daily operations, plan reviews, contractor talks, developer talks, etc.
11. Economic Development chapter of Comp Plan-Complete and going to hearing February 24, 2020
12. Community Design chapter of Comp Plan-Complete and going to hearing February 24, 2020
13. Education chapter of Comp Plan-Complete and going to hearing February 24, 2020
14. Private Property Rights chapter of Comp Plan-Complete and going to hearing February 24, 2020
15. Housing chapter of Comp Plan-Complete and going to hearing February 24, 2020
16. Complete Rubbish Ordinance, Draft is sent to Jake
17. Continue working on draft Oil and Gas Ordinance. Working on revisions
18. Create a Notice and Grievance Procedure for the City in reference to the ADA

Training

- *(see attached)*

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

City's Strategic Pillars

- Economically Vibrant and...
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Clerk's Goals this Budget Year

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

Expenditures requiring authorization / purpose of expenditure

- None

Training

-

Accomplishments since last report

- Increased ACH (Direct Pay) by 6 accounts in January, now serving 412 clients with ACH
- Completed January Financial Statement and Bank Reconciliation on all accounts
- Deputy Clerk fully trained on License Renewal Process, Alcohol, Bartenders, Business, ect.
- Deputy Clerk fully trained on Payroll and Payroll Reporting
- All W-2's and 1099's sent to employees and vendors and reports completed and submitted to IRS and Idaho State Tax commission
- ICRMP On-Line University – Percentage of completion 94% overall, 4 employees and 1 councilmember did not register or complete the training
- Hired temporary employee to work 20 hours a week as a Utility Clerk
- ICRMP Training on Roles and Responsibilities Training Completed by Jim McNall

Plan for next 30 days

- Prepare documents for Audit by Zwygart & Associates scheduled for February 19-21st
- Training with Black Mountain and Building Department on Permitting Module
- Promote ACH (Direct Pay) and increase client participation by 10%
- Cross Train Deputy Clerk on City Financial Statements – 10% completion
- Train temporary employee on utility payment and receipt process
- Records Retention/Destruction Schedules
- Make a "Welcome Packet" for new home owners
- Construct a brochure with tips on how the clients can save on their water/sewer charges
- Prepare reports for sewer average adjustments which will affect April billings

City of Emmett, Idaho

Monthly Financial Report

January 2020

OUR CASH...

Account Balances

GENERAL FUND –	
Cash & Investments	\$ 2.764M

STREET FUND –	
Cash & Investments	\$ 409,272

LIBRARY FUND –	
Cash & Investments	\$ 246,904

CEMETERY FUND –	
Cash & Investments	\$ 101,591

PERPETUAL CARE FUND –	
CASH & INVESTMENTS	\$ 85,511

WATER FUND –	
Cash & Investments	\$ 3.251M
Bond Payment Reserve	\$ 306,757

SEWER FUND –	
Cash & Investments	\$ 3.928M
Bond Payment Reserve	\$ 973,110

SANITATION FUND –	
Cash & Investments	\$ 140,839

BUDGET VS. ACTUAL YEAR TO DATE

GENERAL FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$2,639,716	
Revenues to Date	\$ 1,383,795	52%
Expenditures to Date	\$ 918,349	35%

ROAD & STREET FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$ 527,080	
Revenues to Date	\$ 259,412	49%
Expenditures to Date	\$ 119,498	23%

LIBRARY FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$ 249,349	
Revenues to Date	\$ 133,485	54%
Expenditures to Date	\$ 78,426	31%

CEMETERY FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$ 114,879	
Revenues to Date	\$ 44,741	39%
Expenditures to Date	\$ 33,506	29%

WATER FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$1,857,300	
Revenues to Date	\$ 549,022	30%
Expenditures to Date	\$ 489,747	26%

SEWER FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$2,451,800	
Revenues to Date	\$ 761,163	31%
Expenditures to Date	\$ 369,449	15%

SANITATION FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$ 565,250	
Revenues to Date	\$ 192,214	34%
Expenditures to Date	\$ 196,327	35%

TECHNOLOGY UTILITY FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$ 0	
Revenues to Date	\$ 2,030	
Expenditures to Date	\$ 0	

SPECIFIC REVENUES COLLECTIONS AT A GLANCE...

PROPERTY TAX COLLECTIONS

Budget	\$1,796,097	
Revenues to Date	\$1,037,824	58%

STATE SHARED REVENUES COLLECTIONS

Budget	\$ 287,058	
Revenues to Date	\$ 151,189	53%

BUILDING PERMIT REVENUES COLLECTIONS

Budget	\$ 45,000	
Revenues to Date	\$ 24,655	55%

City's Strategic Pillars

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

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

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

Expenditures requiring authorization from higher and purpose of expenditure

•

No less than Top Ten Accomplishments since last

- Installed 2 car seats for resident involved in an MVC
- Responded to a public records request
- Exploring a grant for active shooter training for police and fire
- Inspected 4 plex
- Inspected Tractor Supply
- Implementing a blue card style accountability and communications
- Officer meeting
- Contacted ISFM regarding reporting
- Moving to new reporting software
- Billed Idaho EMAC \$34000 ish
- Started a You Tube account and uploading training videos
- Disconnected Christmas lights at City Hall
- Responded to a request for a community project regarding smoke detector installs
- Provided and installed a car seat
- AAR post EMS assist
- Participated in Kids to the Capital
- Granted access to GCFD to our door prop
- Reviewing and updating the EFD SOGs
- Meeting with 3 Meridian Chiefs regarding ISO and assisting with a tactics for IFC Conference
- Blood pressures at Senior center
- Wrote email regarding inspections in Idaho
- Replaced 3 smoke detectors
- Provided information regarding the senior firefighter program to the Messenger Index

Plan for next 30 days

- Alarm Assignments 60% completed
- Working with Mike K. regarding edispatch
- Look into Community Paramedic
- Peer to Peer program and Fire Chaplin program
- School Safety Group
- Organizing training with PD & GCEMS regarding Medical Responses
- Working with other departments to develop a Wildland Strike team/Task Force

Training (See Attached)

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

Emp, Title	Training/Hours	Date	Location	Cost/Certificate
Firefighter	Fire Code Official Class 20hrs	1/10-1/12	Payette	0/Certificate
Firefighter	Hazmat drill	1/7/20	Calwell	0/Certificate
# Emp. Trained	Total Training Hours			Total Cost

City's Strategic Pillars 2-11-2020

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

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

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

- Embrace a new awareness campaign, by collaborating with other community entities that support the library's mission of 2019-2020, partnerships developed and library usage will increase.
- Library will implement new software for improved patron financial recovery; expand delivery of learning opportunities through in-house & outreach programs. Pending 2019-2020 Budget Funding. 10%
- Library will develop Adult/Senior services supporting the goal of, "A Place For Seniors To Age & Stay" 25%
- Develop grant/gift programs as well as in-kind contributions, providing no less than \$50,000 a year towards budget. **To date: Donations=\$10,314.98 + Grants=\$3390.00, In-Kind Donations=\$0.00**

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

No less than Top Ten Accomplishments since last report

- **First Wednesday, February Yarn Wrap**
- **2020 program and event planning completed**
- **Tween/Teen Programing 2/3/2020 Operation T-Shirt Pillow (19 attended)**
- **2020 Rotary Grant for Robotics Club completed**
- **(Summer STEM) & (Welcome To Your Library) grants completed for State Library Grant Funds**
-

Next 30 Days

- **Planning Summer Reading 2020 and ICFL Grant opportunities and community partners**
- **Bears Books & Brownies 2-12/13/14/2020 fundraiser for Children's Programing (Summer Reading)**
- **Schedule outreach to develop Adult/Senior Services (Senior Power Hour @ the Library)**
- **Laugh & Learn about fire safety with the Lorax 3/4/2020**
- **Collaborating with Rotary for new Tween/Teen monthly program**
- **Collaborating with 4-H on STEM Programing**

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

City's Strategic Pillars

- Economically Vibrant and...
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Police Department Goals this Budget Year (with percentage of completion to date)

- Retain 100% of Patrol Officers and Patrol Sgts. for no less than 3 years. **(37% of Completion)**
- Proactively make residences and businesses along 1/5 of the main arterials in the city at least 80% ordinance compliant each year, in addition to reacting to citizen complaints; new arterials will be targeted each year. (% of completion)
- Ensure 100% of police department staff attends C.I.T. Training to improve mental hold process by end of 2019 fiscal year. **(92% of completion)**
- Updating and implementing a complete standardized protocols and policies manual utilizing current industry practices. This is a partnership with Lexipol that has been recognized in risk management for law enforcement.

Expenditures requiring authorization from higher and purpose of expenditure

-Received authorization from mayor to pay Dunamics Systems a total of \$8,219.10/this is for the purchase of equipment for the electronic citations installment for our patrol fleet. This is included in the I.T.D. grant that they awarded us for the state's e-citaiton program. The grant is a match grant.

Training Last 30 days

- See attached
 - ***No less than Top Ten Accomplishments since last report.***
- Have requested the use of drug forfeiture money to purchase updated drone. Purchase has been approved by Prosecutor's office and Gem County Sheriff. Currently working on getting quotes for drone.
- Officer Roehr has completed all 4 phases of FTO and paper work will be submitted in March to complete certification through POST.
- D.C. Babcock is updating the Lexipol policy pertaining to department award program.
- Sgt. Bertalotto has contacted a number of departments about their dog impound fees and licensing fees. The findings of this will be given to council at ~~last February~~ March meeting.
- Will be contacting local builder for a second estimate. William J. Slabaugh was emailed February 4th. Have met with Mr. Slabaugh and he is working on a quote for remodel as of 2-14-20.
- Conversion of 4 rifles to short barrel and suppressor has been completed and 2 have been approved by ATF. Still need to schedule conversion of 7 more rifles.
- Department obtained 100% completion of ICRMP training.
- Held a planning meeting with E-Citation Rep. from ITD. We have applied for equipment grant through ITD. Waiting to hear back.
- Received a demo from Curtis Blue Line on Load Barring vest carriers. Working on policy. Rough draft of policy has been produced. Comparing policy to other agencies.
- Scheduled Cultural Diversity training for March 2nd and 9th. Invited GCSO.
- Administered policy training covering; employee code of conduct, discrimination, harassment and retaliation, employee discipline and employee classification.
- Public works will be ordering a flashing beacon that will be installed within the next 6 weeks at the intersection of Johns Ave. and 4th Street.
- Crosswalk signs have been installed at the crosswalk on E. 4th Street and Monte Vista Drive.
- Restriping Ford Fusion so it can be used for both city clerk and COP program.

Plan for next 30 days

- Will be purchasing signs from Signs ETC. or prison industries that authorize GCAT to tow vehicles that are not authorized to park in the city hall parking lot during Cherry Festival. (next year)
- Follow up with Carberry to see if they have contact C.A.R.E.S. about No Go Tell Training.
- Looking into moving found bicycles to a different location
- Provide Domestic Violence Community Training in Emmett from R.O.S.E. advocates.
- Review PAL Pound contract / revisit the possibility of increasing pound fees. Renew contract.
- Implementation of new lockdown procedure. SRO will be looking into this.
- Remodeling of PD and evidence room/ look at a simpler plan then we received from architect.
- Clint and I will be discussing how to get better use of the tin building.
- Start having King Fisher upload/enter their own pawn slips with Leads Online.
- Getting quotes to compare the Dodge Durango VS Ford Interceptor.

Emmett Police Department

Emp, Title	Training/Hours	Date	Location	Cost/Certificate
Sgt./Drone Pilot	16 HRS drone pilot training	2-10 and 2-17	EPD	\$0
16 sworn officers	Firearms training (64hrs)	1-27 and 2-24	Local range	\$0
18 all staff	Policy training (18hrs)	2-3	EPD	\$0
1 officer	Rifle training (10hrs)	1-20	Local range	\$0
	1-20-20 – 2-25-20			
# Emp. Trained	Total Training Hours			Total Cost
36	108			\$0



CITY ORDINANCE January Report

	NEW	RESOLVED	OUTSTANDING
Junk / Abandoned Vehicles	2	2	25
Parking Violations	0	0	0
Prohibited Accumulations	0	0	5
Sidewalk Obstruction	0	2	3
Weeds/Trees	0	0	3
Animals Present / No permit	218	220	23
*Misc. Other	0	0	3
Citizen Complaint	4		
Officer Initiated	1		

*Description of Misc Other -
Dog License Phone Calls



EMMETT POLICE DEPARTMENT

January Patrol Statistics

	TOTAL
Felony Arrests - Male	0
Felony Arrests - Female	2
Misd. Arrests - Male	12
Misd. Arrests - Female	3
Traffic Stops	260
Infraction Cite	83
Dispatched Calls	464
Officer Initiated	84
Reports	86
Dogs Taken to Pound	7
Ordinance Calls	11

Traffic Stops

Total Stops	105
Oral Warning	64

Community Involvement

Attended Idaho P.O.S.T. for the 50th Anniversary Proclamation signing by Governor Little.

Provided multiple K9 Demos to both elementary schools.

Attended a STEM event at the state capital with the Emmett Middle School 7th graders.

Gave a presentation at the middle school for parents and students about vaping, bullying and other current issues in our schools.

Was a panel member for the senior projects at Black Canyon High School.

Presented to a 3rd grade class about what police officers do.

Met with new coordinator of the Cherry Festival Fun Run.

Presented at the Behavioral Health Board meeting. Explained the importance of CIT Training for our officers.

Presented at the monthly medical clinic employee meeting. Answered questions about when they should call us and what kind of response they should expect.

CASE SUMMARY REPORT

From 01/01/2020 To 01/31/2020

EMMETT POLICE DEPARTMENT

Date	Time	Initial Remarks
01/01/2020	6:59 am	ASSISTED GEM COUNTY SHERIFF
01/01/2020	3:09 pm	ARRESTED A 31 YOF FOR A FELONY WARRANT
01/01/2020	7:12 pm	ARRESTED A 20 YOF FOR A FELONY WARRANT
01/02/2020	8:17 pm	RESPONDED TO A FOUND WALLET CALL
01/03/2020	5:22 am	INVESTIGATED A VEHICLE VS. DEER CRASH
01/03/2020	8:41 pm	TOOK REPORT OF POSSIBLE THEATS MADE
01/04/2020	11:52 am	RESPONDED TO A POSSIBLE VEHICLE BURGLARY ATTEMPT.
01/04/2020	7:07 pm	ARRESTED 21 YOA MALE FOR PARAPHERNALIA, POSSESSION, INJURY TO CHILD, AND DWP
01/05/2020	1:35 am	INVESTIGATED AN UNLAWFUL ENTERY WITH NO SUSPECT INFO
01/05/2020	3:07 pm	INVESTIGATED A 58 YO MALE FOR DRIVING WHILE IMPAIRED
01/06/2020	8:54 am	INVESTIGATED A SEXUAL EXPLOITATION OF A MINOR INVOLVING A 13 YOA FEMALE
01/06/2020	9:56 am	RESPONDED TO A POSSIBLE EXTORTION CALL.
01/06/2020	2:30 pm	RESPONDED TO A NO CONTACT ORDER VIOLATION
01/07/2020	11:30 am	INVESTIGATED CHILD ABUSE CASE, 46 YO SUSPECT MALE, MULTIPLE JUVENILE VICTIMS
01/07/2020	4:18 pm	INVESTIGATED AN UNLAWFUL USE OF A DEBIT CARD
01/07/2020	7:46 pm	LOCATED A PIPE IN A VEHICLE AND MARIJUANA SHAKE
01/08/2020	12:30 am	INVESTIGATED A 15 YOF WALKING OUTSIDE PAST CURFEW
01/08/2020	10:44 am	INVESTIGATED A CPO VIOLATION
01/08/2020	5:44 pm	CITED A 17 YOM FOR DRIVING WITHOUT PRIVELEGES & SPEEDING
01/08/2020	8:45 pm	INVESTIGATED POSSIBLE THEFT AND FORGERY
01/09/2020	11:48 am	INVESTIGATED A BAD CHECK REPORT
01/09/2020	2:30 pm	INVESTIGATED A NON INJURY ACCIDENT
01/09/2020	7:29 pm	ABANONDED VEHICLES, WEEDS, AND TRASH
01/10/2020	5:37 am	INVESTIGATED A MALICIOUS INJURY TO PROPERTY OF A VEHICLE
01/10/2020	3:22 pm	ARRESTED 34 YO MALE FOR CANYON COUNTY WARRANT
01/14/2020	7:23 am	RESPONDED TO A VEHICLE VS PEDESTRIAN
01/14/2020	8:50 am	RESPONDED TO A NON INJURY ACCIDENT IN THE INTERSECTION OF JOHNS & MAIN
01/14/2020	9:01 am	INVESITAGED PETIT THEFT, WRENCH SET, SUSPECT UNKNOWN
01/14/2020	9:30 am	INVESTIGATED AN ASSAULT INVOLVING A STUDENT AND TEACHER
01/15/2020	9:30 am	INVESTIGATING SEXUAL BATTERY BETWEEN 16 YO FEMALE AND 24 YO MALE
01/15/2020	1:28 pm	PLACED A 59 YOF ON A MENTAL HOLD
01/15/2020	6:45 pm	AGENCY ASSIST FOR CCSO
01/15/2020	9:22 pm	CONDUCTED A MENTAL HOLD ON A 24 YOF
01/16/2020	1:34 pm	INVESTIGATED A NO CONTACT ORDER VIOLATION
01/16/2020	4:30 pm	RESPONDED TO A DOMESTIC ABUSE CALL
01/16/2020	4:41 pm	INVESTIGATED GRAFFITI IN THE PLAYGROUND OF THE MAIN PARK
01/16/2020	4:54 pm	INVESTIGATED AN UNKNOWN FEMALE STEALING ITEMS FROM A BUSINESS
01/17/2020	12:10 pm	ARRESTED A 49 YOM FOR A WARRANT AND DRIVING WITHOUT PRIVILEGES
01/17/2020	3:00 pm	ARRESTED A 16 YOM FOR RUNAWAY, ALSO CHARGING 17 YOM FOR OBSTRUCT AND DELAY
01/18/2020	5:49 pm	RESPONDED TO A NON INJURY ACCIDENT IN THE 1500 BLK OF E MAIN ST
01/19/2020	7:08 pm	INVESTIGATED A SUICIDE ATTEMPT OF A 55 YO MALE
01/21/2020	3:20 pm	INVESTIGATED AN IDENTITY THEFT
01/22/2020	3:38 pm	INVESTIGATED AN IDENTITY THEFT
01/22/2020	5:29 pm	ARRESTED 45 YO MALE OF FELONY WARRANT
01/23/2020	4:05 pm	CITED A 42 YOF FOR PETIT THEFT
01/24/2020	7:52 am	REPONDED TO A VEHICLE THEFT CALL.
01/24/2020	9:29 am	RESPONDED TO A NCO VIOLATION.
01/24/2020	6:00 pm	INVESTIGATED THE THEFT OF A FIREARM
01/27/2020	11:09 am	ARRESTED A 56 YOA MALE FOR A MISD WARRANT.
01/28/2020	3:11 pm	ARRESTED A 50 YOA MALE FOR DUI EXCESSIVE

CASE SUMMARY REPORT

From 01/01/2020 To 01/31/2020

EMMETT POLICE DEPARTMENT

Date	Time	Initial Remarks
01/29/2020	1:07 am	ARRESTED A 24 YOA FEMALE FOR PROTECTION ORDER VIOLATION
01/29/2020	8:08 am	INVESTIGATED A HIT AND RUN THAT OCCURRED 2 DAYS PRIOR
01/29/2020	9:20 am	RESPONDED TO TWO VEHICLE ACCIDENT, NO INJURIES
01/30/2020	6:32 pm	INVESTIGATED A 38 YOA MALE THREATENING A 15 YO JUVENILE

Count: 54

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

City's Strategic Pillars
02/25/2020

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

Public Works Goals

- Implement Airport Pavement, and Master Capital Improvement Plan. 25%
- Create Cemetery Master Plan. 5%
- Create Road Improvement Plan to provide for Safe Route planning for pedestrians, bicycles and motor vehicles. 60%
- Replace all water distribution lines less than 6" in diameter to meet mandatory minimum main line size requirement. 50%
- Reduce I&I inside sewer collection lines to less than 50% of current rate per Sewer Capital Improvement Plan. 50%
- Upgrade Wastewater Treatment Plant Influent Screen. 40%
- Hawthorne lift station upgrade. 30%

Expenditures requiring authorization / purpose of expenditure

- 1/16/2020 CORE & MAIN LP, Water Meters and Key Parts \$5,195.32
- 1/22/2020 CODALE ELECTRIC SUPPLY, INC, Duraline 3way \$7,650.00

Training last 30 days

- ICRMP Online Training – All Employees
- (See Enclosure for additional training)

Accomplishments since last report

- Philips Sewer Rehabilitation Complete
- Airport Appraisal Complete
- ICRMP training completed for all staff
- Last hangar lease was approved. Leases and tiedowns have been billed out for 2020.
- Replaced trees downtown with BIDS Funds
- Prepared all snow equipment for winter

Plan for next 30 days

1. Philips Water Rehabilitation underway (Road Closure Notice is on website)
2. Upgrade of Bray Valves at Wastewater treatment plant underway
3. Assessing Golf Course property asset
4. Wings and Wheels April 18th 2020 will use city hanger during event. (Event was approved by council 2/11/20)
5. Discussed pool property options with Gem County Rec District
6. Find tenant for city owned hanger
7. 2020 ITD Construction update
8. Installing fiber to WWTP
9. Radio reader for our 75 meters -Radios were purchased 11/21/2019 \$4,824.00 from Core & Main
10. Applying for tap grant for 500K to subsidize S Johns Project
11. Finalizing LHTAC - 14393 S. Johns Ave. 4th to 12th St final plan design & budget for construction.
12. Continue with 12" water transmission mainlines along with new 8" water mainline replacement with new 1" water service down S Johns Avenue from 1st Street going south.
13. Sewer manhole - grout and/or replacement for those leaking water
14. Repair bad water valves and water valve boxes
15. Water valve exercising for all water distribution valves.
16. Preparing underground irrigation systems for summer season.
17. Reviewing and building safety equipment for W.W.T.P.

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

Public Works Training Report

Date	Location	Class or Workshop	Certification	Employees	Hrs	Cost
1/28/2020	BSU	Boise Safety Festival, Fall Protection, Confined Space Equipment Operator	Yes	2	8	\$ -
1/28/2020	BSU	Safety Leadership and Influence	Yes	1	3	\$ -
1/30/2020	BSU	The Basics of a Safety Program	Yes	1	2	\$ -
1/30-1/31/2020	BSU	10 Hour OSHA General Industry - 5 PW Employees	Yes	5	50	\$ -
2/12/2020	Emmett City Hall	SWIOS Wastewater training (CEU are earned)	NO	8	48	\$ -

Total Employees Trained	17
Total Training Hours	111
Total Costs	\$ -

City's Strategic Pillars

- Economically Vibrant and...
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Systems Admin Goals (with percentage of completion to date)

- Complete fiber optic network to inner city facilities. WWTP in on deck. **10% Some conduit complete**
- Migrate all servers to cloud over the next 5 years. **35% SysAdmin, Library, Public Works converted to SharePoint cloud storage. Clerks are on deck.**
- Complete Geographic Information System mapping of all city infrastructure assets (ongoing). **25% New waste water tracking map and waste water connections on deck. Have to manually make separations for maps in the field.**
- Install fiber to additional nodes and cameras on east side complex of the City Park. **Next spring/summer**

Expenditures requiring authorization from higher and purpose of expenditure

- None

Training last 30 days

- None

No less than Top Ten Accomplishments since last report

1. Met with Assessors office to setup Sharepoint collaboration site
2. City wide smart lock maintenance for set screws
3. Assist City of Notus Mayor with water tower antenna policies
4. Met with Advanced Cable Technologies for future fiber service lines
5. District Interoperability Governance Board meeting
6. HDMI cable replacement in council chambers
7. Attended Economic Development Seminar in Caldwell
8. 2 additional desktop computers rotated at PD
9. Meet with Cambridge Telephone Company on fiber
10. Initial construction walkthrough for SafeLink fiber to the water tower
11. Meeting with Sparklight on outside plant fiber
12. Assist Building Department with website changes
13. Computer ARTS dynamic imaging error, how to guide built
14. 6 laptops setup for council
15. Deploy group policy for auto Windows updates
16. Clerks computer replacement
17. OTDR machine familiarization
18. Completed roll out of Radius WiFi user accounts

Plan for next 30 days

19. Quotes to Syringa for dark fiber	20. Final installation/setup of GIS antenna with TURN
21. Verizon Master License Agreement	22. Update cemetery GIS new info
23. Clerks Sharepoint preparation	24. Document all switch ports network (ongoing)
25. Turn-up of Tek-Finity circuit	26. Well 9 cable trays installation
27. Finish rollout of Phishing Alert Button	28. Server updates
29. Trimble firmware update	30. Fiber maintenance cost analysis