

City of Emmett

May 23, 2023

Joint Public Hearing with Commissioners and Council

The Emmett City Council and the Gem County Commissioners held a meeting at 501 E. Main Street, Emmett, Idaho.

Mayor Petrie called the meeting to order at 6:00 p.m.

Mayor Petrie led the Pledge of Allegiance

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

Commissioners Present: Chairman Bill Butticci, Commissioner Mark Rekow, Commissioner Kirk Wille

Counsel Present: City Attorney Jake Sweeten, County Attorney Tahja Jensen

Staff Present: Lyleen Jerome, Brian Sullivan, Mike Knittel, Jennifer Kharri, Leandra Roundtree

Public Present: None

Public Present via telephone: None

Amendments to the Agenda: None

Declaration of Conflict of Interest: None

Approval of Minutes of May 9, 2023 Meeting – Councilor Henderson **MOVED TO APPROVE MINUTES OF MAY 9, 2023 MEETING.** Seconded by Councilor Butler. **Motion Carried.**

PUBLIC HEARING CONTINUATION:

Public Hearing Continuation of May 9, 2023 reconvened at 6:02 p.m. by Mayor Petrie

Brian Sullivan, Building Official, Zoning Administrator addressed the board. Mayor Petrie asked for staff comments, Jake Sweeten, City Attorney, Jennifer Kahrrl, Gem County Planner Director and Tahja Jensen County Attorney did not have any additional comments.

Public Comments: Mayor Petrie called for public comments three times and there were no comments or testimony from the public.

Close of Public Hearing: Mayor Petrie closed the Public Hearing at 6:04 p.m.

Decision of Public Hearing:

Council President Nebeker **MOVED TO APPROVE TITLE 1, CHAPTER 7 CITY OF EMMETT AREA OF IMPACT AGREEMENT AND MAP AS PRESENTED.** Seconded by Councilor Henderson. **Motion Carried.**

Commissioner Mark Rekow **MOVED TO APPROVE TITLE 10 CHAPTER 2 AREA OF CITY IMPACT AGREEMENT FOR GEM COUNTY AS PRESENTED.** **Motion Carried**

Adjourn:

Commissioner Wille **MOVED TO ADJOURN,** Seconded by Commissioner Rekow. **Motion Carried.**

Meeting Adjourned at 6:07 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk

City of Emmett Council Meeting

May 23, 2023

Regular Meeting

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

Mayor Petrie called the meeting to order at 7:00 p.m.

Mayor Petrie led the Pledge of Allegiance

Lance Zagaris offered the Community Invocation

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

Council Zoom: None

Council Absent:

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

Public Present: None

Public Present via telephone: None

Amendments to the Agenda: None

Declaration of Conflict of Interest: Council President Nebeker recused himself from decision on 8A MOU with Gem County Fire District #1.

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

ELECTED OFFICIALS:

Mayor – None

City Council - None

Announcements and Good of the Order - None

CONSENT AGENDA:

Approval of Minutes – May 9, 2023

Approval of Accounts Payables

Approval of Permits – Bartenders: Wendy Fitzgerald, Sadee Overton

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

BUSINESS:

Curt Christensen, Fire Chief requests approval of a Memorandum of Understanding with Gem County Fire District #1. Councilor Resinkin **MOVED TO APPROVE MOU WITH GEM COUNTY FIRE DISTRICT 1 FOR USE OF THE WASTE WATER TREATMENT PLANT FOR TRAINING PURPOSES**. Seconded by Councilor Butler. Role Call Vote: Councilor Butler – AYE, Councilor Harris – AYE, Councilor Resinkin – AYE, Councilor Henderson – AYE, Councilor Sorenson - AYE. **5-AYES, 1-RECUSAL. Motion Carried.**

Clint Seamons, Public Works Director requests approval of Traffic Signal Design Concept at the intersection of 12th Street and Substation Road. Councilor Henderson **MOVED TO APPROVE TRAFFIC SIGNAL DESIGN CONCEPT AT 12TH STREET AND SUBSTATION ROAD INTERSECTION**. Seconded by Councilor Butler. **Motion carried by voice vote.**

Brian Sullivan, Building Official/Zoning Administrator, requests approval of Ordinance #O2023-07 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 1, CHAPTER 7; TERRITORIAL EXTEND; AMENDING THE AREA OF CITY IMPACT BY ADOPTING APPLICABLE PLANS AND ORDINANCES FOR THE EMMETT AREA OF CITY IMPACT AS REQUIRED BY IDAHO CODE SECTION 67-6526; AND PROVIDING AN EFFECTIVE DATE.

Council President Nebeker **MOVED TO APPROVE ORDINANCE #O2023-07, DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE**. Seconded by Councilor Sorenson. Role call vote; Council President Nebeker – AYE, Councilor Butler - AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE. **6 – AYES, 0 NOES. Motion Carried.**

Brian Sullivan, Building Official/Zoning Administrator read Ordinance #O2023-07 by Title. Councilor Henderson **MOVED TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2023-07, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY**. Seconded by Councilor Harris. Role call vote: Council President Nebeker – AYE, Councilor Butler - AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE. **6 – AYES, 0 NOES. Motion Carried.**

Brian Sullivan, Building Official/Zoning Administrator requests approval of Ordinance #O2023-08 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, ADOPTING A MAP IDENTIFYING THE EMMETT AREA OF CITY IMPACT WITHIN THE UNINCORPORATED AREA OF GEM COUNTY, AS REQUIRED BY IDAHO CODE SECTION 67-6526.

Councilor Sorenson **MOVED TO APPROVE ORDINANCE #O2023-08, DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE**. Seconded by Councilor Butler. Role call vote: Council President Nebeker – AYE, Councilor Butler - AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE. **6 – AYES, 0 NOES. Motion Carried.**

City of Emmett Council Meeting

May 23, 2023

Regular Meeting

Brian Sullivan, Building Official/Zoning Administrator read Ordinance #O2023-08 by Title. Councilor Sorenson **MOVED TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2023-08, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED IN FULL.** Seconded by Councilor Butler. **Role call vote:** Council President Nebeker – AYE, Councilor Butler - AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE. **6 – AYES, 0 NOES. Motion Carried.**

Brian Sullivan, Building Official/Zoning Administrator requests approval of Resolution #R2023-02. A RESOLUTION OF THE CITY OF EMMETT, IDAHO, REPEALING THE 2014 GEM COMMUNITY JOINT COMPREHENSIVE PLAN WITH ITS ACCOMPANYING FUTURE LAND USE MAP AND ADOPTING THE 2023 ELEVATE EMMETT COMPREHENSIVE PLAN WITH ITS ACCOMPANYING FUTURE LAND USE MAP.

Council President Nebeker **MOVED TO APPROVE RESOLUTION #R2023-02,** Seconded by Councilor Butler. Motion carried by voice vote.

DEPARTMENT REPORTS:

Building Official/City Planner – Brian Sullivan – Reported
City Clerk, Lyleen Jerome – Reported
Fire Chief, Curt Christensen – Reported
Library Director, Alyce Kelley – Absent
Police Chief, Steve Kunka – Reported
Public Works, Clint Seamons - Reported
IT Systems Director, Mike Knittel – Reported

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

Meeting Adjourned 7:41 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk

TS CONCRETE CONSTRUCTION, INC.

17455 MADISON RD., NAMPA, ID 83687-8251

PH# (208)466-5488, FAX # (208)466-8381

ID PUBLIC WORKS #PWC-C-10149-AA-4, CONTRACTOR REG. #RCE-2489

PROPOSAL - CITY OF EMMETT - HAWTHORNE ST, 6TH TO 7TH

DATE: MAY 18, 2023

NAME CITY OF EMMETT ATTN: CLINT SEAMONS/DORICELA MILLAN-SOTELO
ADDRESS 601 E 3RD STREET
CITY & STATE EMMETT, ID 83617
PHONE# (208) 365-9569 EXT 7
FAX# (208)
EMAIL cseamons@cityofemmett.org/dmillan-sotelo@cityofemmett.org/publicworks@cityofemmett.org

<u>1372 LF 5' Sidewalk @ \$25.00 LF</u>	<u>\$ 34,300.00</u>
<u>1472 LF 6" Vertical Curb & Gutter @ \$18.00 LF</u>	<u>\$ 26,496.00</u>
<u>7 EA Drive Approach @ \$1,400.00 EA</u>	<u>\$ 9,800.00</u>
<u>4 EA Drop inlet @ \$2,000.00 EA</u>	<u>\$ 8,000.00</u>
<u>1 LS Mobilization</u>	<u>\$ 5,000.00</u>
<u>TOTAL:</u>	<u>\$ 83,596.00</u>

PERMITS, BONDING, TESTING, FLAGGING, SIGNING, BARRICADES, COLD WEATHER PROTECTION, SAWCUTTING, EXCAVATION, BACKFILL & COMPACTION TO BE DONE BY OTHERS, SUBGRADE FOR SIDEWALK SHALL BE 1/10 HIGH OF FINISH GRADE FOR MACHINE POUR, 1/10 LOW OF FINISH GRADE FOR HAND POUR, SUBGRADE FOR CURB & GUTTER SHALL BE 2/10 HIGH OF FINISH GRADE. BONDING BY OTHERS.

PROPOSAL INCLUDES- Material and labor as required in accordance with the above specifications. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. FOR THE SUM OF \$ 83,596.00

PAYMENT TO BE MADE AS FOLLOWS - UPON COMPLETION OR BILLING

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature 

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted.

Concrete Construction Concepts Inc.

15248 Plum Rd.
caldwell, Id. 83607

Estimate

Date	Estimate #
5/11/2023	1117

Name / Address
City Of Emmett Fax # 365-4651

Project

Description	Qty	Cost	Total
HAWTHORNE			
AVE. 6TH ST TO 7TH ST CITY OF EMMETT			
Install Standard ISPWC Vertical curb & gutter	736	25.00	18,400.00
Install Standard ISPWC sidewalk behind Vertical curb & gutter	3,680	5.15	18,952.00
Install Standard ISPWC Drive Approach	7	2,000.00	14,000.00
Install Standard ISPWC Drop inlets	4	1,800.00	7,200.00
Install Standard pedestrian ramp	3	2,500.00	7,500.00
Mob to project	1	5,000.00	5,000.00
Exclude: Excavation, Prep, Traffic control, ADA Traffic control, Concrete Testing, Bonding, Winterization		0.00	0.00
16944-C-1-2-4		0.00	0.00
RCE - 10182		0.00	0.00
		Total	\$71,052.00

Customer Signature _____

City Of Emmett

ESTIMATE

Prepared For

City Of Emmett
(208) 941-1251

3C Construction

P.O. Box 32
Emmett, Idaho 83617
Phone: (208) 284-3642
Email: carteconc@yahoo.com

Estimate # 155
Date 05/19/2023

Description	Total
City sidewalk Form and pour approximately 3670 square feet of 5' sidewalk.	\$22,050.00
City curb and gutter Form and pour approximately 734 lineal feet of curb and gutter.	\$36,700.00
Pedestrian ramps Form and pour 4 pedestrian ramps with truncated domes.	\$4,800.00
D.I. Form and pour 4 D.I.	\$975.00
<hr/>	
Subtotal	\$64,525.00
Total	\$64,525.00

Notes:

Concrete will have a set allotment at 94 yards. Additional cost may occur if grade is not accurate. Half of estimate will be due to begin project and final payment due 30 days upon completion.

Summary of BIDS - Hawthorne Ave from 6th St to 7th St Sidewalk, Curb, and Gutter Project

Date received	Company	BID Amount	
5/19/2023	3C Construction	\$ 64,525.00	Lowest BID Received
5/11/2023	Concrete Construction Concepts Inc	\$ 71,052.00	
5/18/2023	TS Concrete Const., Inc.	\$ 83,596.00	
	Inline Asphalt	NO BID RECEIVED	
	Granite Excavation	NO BID RECEIVED	
	Capital Paving Boise	NO BID RECEIVED	
	Idaho Materials	NO BID RECEIVED	
	Hazel Asphalt LLC	NO BID RECEIVED	
	Sunroc	NO BID RECEIVED	
	Asphalt Systems Inc	NO BID RECEIVED	



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

Wednesday, September 22, 2021

Mayor, City Council:

I am requesting a **MOTION to approve the low bid award to 3C Construction in the amount of \$64,525.00 for Hawthorne Ave from 6th St to 7th St Asphalt Project.**

Attached is the summary of bids and quotes for your review.

Thank you,

Clint Seamons, Public Works Director

the AGREEMENT shall be made, however, no amount shall be allowed for anticipated profit or unperformed services. If termination for default is effected by CONSULTANT, the negotiated adjustment shall include a reasonable profit on that portion of the work performed. The equitable adjustment for any termination shall provide payment to the CONSULTANT for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by CONSULTANT relating to obligations and commitments as a result of entering into the AGREEMENT.

20. ENTIRE AGREEMENT. The AGREEMENT shall remain in effect throughout the duration of the PROJECTS. The AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the PARTIES, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by the written AGREEMENT. Any supplement or amendment to the AGREEMENT, to be effective, shall be in writing and signed by the CLIENT and CONSULTANT.
21. GOVERNING LAW. The AGREEMENT is to be governed by and construed in accordance with the laws of the State of Idaho. Venue shall be Gem County.

vacation, sick leave, pension, bonus, insurance, or other benefit now or in the future established by the CLIENT.

14. INDEMNIFICATION. Each party (the "indemnifying party") agrees, subject to the limitations of Idaho law, including article 8 section 4 of the Idaho Constitution and the Idaho tort claims act (Idaho Code § 6-901, et seq.), and to the extent permitted by Idaho law, and without waiving any of the defenses, immunities, or other protections available thereunder, to indemnify and hold harmless the other party and any of its principals, agents, and employees, from and against all claims, loss, liability, suits, and damages including attorney's fees, charges, or expenses to which such other party or any of them may incur to the extent they arise out of or result from any negligent act or omission caused by the indemnifying party or its agents or employees.
15. HAZARDOUS SUBSTANCE INDEMNIFICATION. With respect to claims, damages, losses, and expenses which are related to hazardous waste, pollutants, contaminants, or asbestos on or about the CLIENT's property, the CLIENT shall, subject to the limitations of Idaho law, including article 8 section 4 of the Idaho Constitution and the Idaho tort claims act (Idaho Code § 6-901, et seq.), and to the extent permitted by Idaho law, and without waiving any of the defenses, immunities, or other protections available thereunder, and to the extent CONSULTANT is not the cause of such waste, pollutants, contaminants, or asbestos, indemnify, and hold harmless CONSULTANT and its employees, subconsultants, or agents from and against all such claims against CONSULTANT related thereto.
16. CONTRACTOR'S SAFETY METHODS. CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and shall not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.
17. LIMITATION OF RIGHTS. The services to be performed by CONSULTANT are intended solely for the benefit of the CLIENT. Nothing contained herein shall confer any rights upon or create any duties on the part of CONSULTANT toward any person or persons not a party to the AGREEMENT including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
18. DISPUTE RESOLUTION. The parties agree to notify each other, in writing, of any claims against the other 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 a party may commence action through a court of law.
19. TERMINATION. The AGREEMENT may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under the AGREEMENT through no fault of the terminating party; providing that no such termination may be effected unless the other party is given (1) not less than thirty (30) days written notice (delivered by certified mail, return receipt required) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. If the AGREEMENT is terminated in whole or in part by CLIENT for reasons of default by CONSULTANT, a negotiated adjustment in the price provided for in

8. **RE-USE OF DOCUMENTS.** Documents, including drawings, specifications, reports, studies, estimates, and other associated items prepared by CONSULTANT pursuant to the AGREEMENT are not intended or represented to be suitable for reuse by CLIENT or others on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT; and CLIENT, subject to the limitations of Idaho law, including article 8 section 4 of the Idaho Constitution and the Idaho tort claims act (Idaho Code § 6-901, et seq.), and to the extent permitted by Idaho law, and without waiving any of the defenses, immunities, or other protections available thereunder, shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom. Any such certification or adaptation of completed documents will entitle CONSULTANT to reasonable additional compensation.
9. **INSURANCE.** The CONSULTANT shall maintain, at its own expense, workers compensation, comprehensive general liability, automobile liability, and professional liability insurance policies with limits at or above that which is reasonably required in the industry and will, upon request, furnish certificates of insurance to CLIENT.
10. **SUCCESSORS AND ASSIGNS.** CLIENT and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of the AGREEMENT. Neither CLIENT nor CONSULTANT will assign, sublet, or transfer any interest in the AGREEMENT without the written consent of the other.
11. **SEVERABILITY.** If any provision of the AGREEMENT is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the PARTIES. One or more waivers by either party of any provision, term, or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term, or condition.
12. **LIMITATION OF LIABILITY.** CONSULTANT's potential liability to CLIENT and others is grossly disproportionate to CONSULTANT's fee due to size, scope, and value of the PROJECT. Therefore, unless CLIENT and CONSULTANT otherwise agree in writing in consideration for an increase in CONSULTANT's fee, CLIENT agrees to limit CONSULTANT's liability to CLIENT to the greater of \$25,000.00 or the amount of CONSULTANT's fee for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including CONSULTANT's professional negligent acts, errors, or omissions, but not including CONSULTANT's gross negligence or willful misconduct, and CLIENT hereby releases and holds harmless CONSULTANT from any liability above such amount.
13. **INDEPENDENT CONTRACTOR.** CONSULTANT and CLIENT agree that CONSULTANT is an independent contractor. CONSULTANT shall be solely responsible for the conduct and control of the work performed under this AGREEMENT. CONSULTANT shall be free to render consulting services to others during the term of the AGREEMENT, so long as such activities do not interfere with or diminish CONSULTANT's ability to fulfill the obligations established herein to CLIENT. As an independent contractor, CONSULTANT (i) shall be solely responsible for all federal, state, and local payment, withholding, and filing requirements for payroll, income, self-employment, retirement, disability, or unemployment taxes, assessments, or regulations, and (ii) is not eligible for any

EXHIBIT C

E LOCUST ST COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM 1

THIS ADDENDUM 01, in reference to the above AGREEMENT, by and between **CITY OF EMMETT, ID**, hereinafter called "CLIENT" and **SALABER ASSOCIATES, INC.**, hereinafter referred to as "CONSULTANT", combined referenced as "PARTIES", hereby acknowledge and reduce in writing an AGREEMENT made on or about the above date.

WHEREAS, the CLIENT recognizes the CONSULTANT as having the necessary expertise and experience to perform services for the CLIENT and that it is properly qualified and licensed as required for this work; NOW, THEREFORE, CLIENT and CONSULTANT agree to the terms as follows:

1. CLIENT hereby hires CONSULTANT to provide professional services.
2. MONTHLY PROGRESS BILLINGS. For all services and materials pertinent hereto the CONSULTANT shall submit four-week progress bills to the CLIENT.
3. PAYMENT TERMS. CLIENT agrees to make prompt payments in response to CONSULTANT's invoices. CLIENT recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess CLIENT interest at the rate of one percent (1%) per month, on invoices which are not paid within forty-five (45) days from the date of invoice. CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend performance of its services under this AGREEMENT until all past due amounts have been paid in full.
4. DELAYS. The CONSULTANT is not responsible for damage or delay in performance caused by events beyond the control of CONSULTANT. In the event CONSULTANT's services are suspended, delayed, or interrupted for the convenience of the CLIENT or delays occur beyond the control of CONSULTANT, an equitable adjustment in CONSULTANT's time of performance, cost of CONSULTANT's personnel and subcontractors, and CONSULTANT's compensation shall be made.
5. ADDITIONAL SERVICES. Consulting services or items which are not considered within the scope of work as set forth in the Scope of Work may be provided by the CONSULTANT under an extension of this contract, change order or under separate contract with the CLIENT.
6. CLIENT-PROVIDED SERVICES AND INFORMATION. The CLIENT shall furnish the CONSULTANT available studies, reports, and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others as required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and rely upon all information and services provided by CLIENT or others in performing CONSULTANT's services under the AGREEMENT.
7. CLIENT-PROVIDED ACCESS. The CLIENT shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.

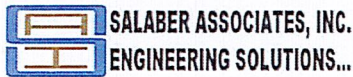
EXHIBIT B

LABOR HOUR AND COST BREAKDOWN City of Emmett E Locust St CDBG Task Order						
Task Description	Billing Rate	Senior Eng. Trevor Howard, P.E	Administrative Assistant Sheree Konig	Total Hours	Labor Cost	Assumptions
		\$180.00	\$80.00			
1 CDBG Application						
1.1 Cover Page			0.5	0.5		
1.2 Cover Letter			2	2		
1.3 Grant Application Information Form			2	2		
1.4 Economic Advisory Council Page		1	6	7		
1.5 Threshold Factors		8	24	32		
1.5.a Form Section			8			
1.5.b Citizen Participation		8	16			Includes preparaton for and attendance of Public Hearing in Emmett
1.6 Program Income				0		
1.7 Project Description		12	4	16		
1.7.a Budget Narrative		2	4			
1.7.b Budget Form		2				
1.7.c Detailed Cost Analysis		4				
1.7.d Project Schedule and Financial Profile		4				
1.8 Project Field Notes		8	4	12		
1.9 Certifications			6	6		
1.10 Review and Ranking Specific to Project		24		24		
1.11 Appendices			4	4		
SUBTOTAL					\$0.00	
TOTAL		53	52.5	105.5		
	TOTAL LABOR COST	\$9,540	\$4,200	—	\$13,740	

Note: See scope of work for assumptions.

TOTAL \$13,740

EXHIBIT A



2023 STANDARD RATES

TITLE / JOB DESCRIPTION	HOURLY RATE*
CONSTRUCTION	
PROJECT / RESIDENT ENGINEER (PE Licensed)	\$180
CONSTRUCTION MANAGER (PE Licensed)	\$165
BRIDGE / STRUCTURE ENGINEER (PE Licensed)	\$165
ASSISTANT PROJECT / RESIDENT ENGINEER	\$145
CONSTRUCTION MANAGER	\$145
LEAD INSPECTOR (Supervisory)	\$140
SENIOR CONSTRUCTION INSPECTOR	\$135
CONSTRUCTION INSPECTOR	\$125
SPECIALIST INSPECTOR (Electrical, Mechanical)	\$135
BUILDING INSPECTOR (OSHDP/ICBO Certified)	\$140
SCHOOL INSPECTOR (Certified)	\$140
FIELD OFFICE TECHNICIAN / ASSISTANT	\$95
ADMINISTRATIVE ASSISTANT (Office)	\$80
PLANNING	
SENIOR PLANNER	\$145
ASSISTANT PLANNER	\$125
SENIOR CAD TECHNICIAN	\$125
ASSISTANT CAD TECHNICIAN	\$100
SENIOR STAFF	
PRINCIPAL / SENIOR ENGINEER	\$220
PROJECT MANAGER / SENIOR ENGINEER	\$195
EXPERT WITNESS / CONSTRUCTION - SENIOR ENG, CM, PM (NON-PROJECT)	\$220
EXPERT WITNESS / PLANNING - SENIOR PLANNER (NON-PROJECT)	\$195

*Hourly rates are all inclusive for construction services. They include all vehicle and vehicle expenses, standard inspection and safety equipment, cell phones, computers, printers, and other small incidentals. On multi-year or on-call contracts lasting more than one (1) year there is a 3% escalation on all rates starting April 1 of the subsequent year.

Overtime Rates: Overtime is paid per State requirements, which generally requires payment of overtime (1.5 times regular hourly rate) to non-exempt employees for any hours in excess of eight (8) hours and less than twelve (12) hours per day and on Saturdays, and double time for any hours in excess of twelve (12) hours per day and work on Sunday or holidays. Exempt employees (generally licensed professionals) who work on the job site are generally paid straight time hourly rates for overtime. This results in the following billable rates for overtime: licensed Resident Engineers and Structure Representatives are the same rate as straight time, all other personnel are billed at the straight time billable hourly rate plus 25% (ie. Construction Inspector = \$125 x 1.25 = \$156) for OT that is 1.5x, and plus 50% (\$125 x 1.5 = \$188) for OT that is 2.0x. Second Shift rates add \$10/hour on ST Rates for non-exempt employees. plus % for OT.

Note: All costs for field office space, field office equipment, and technical field equipment will be billed and reimbursed at the actual lease/rental rates, with no mark-up. Cost for materials such as prints, film, developing, extensive copying, (ie. items that will become property of the client at the end of the project) will be billed and reimbursed at the actual cost, with no mark-up.



- d) Fair Housing – City will answer the required Fair Housing questions and adopt a Fair Housing Resolution if they have not adopted a Fair Housing Resolution within the last 5 years
- 6) Program Income – It is assumed that this project will not generate Program Income
- 7) Project Description – SAI will prepare
 - a) Budget Narrative
 - b) Budget Form
 - c) Detailed Cost Analysis
 - d) Project Schedule and Financial Profile
- 8) Project Site Field Notes – SAI will complete the field notes and send information letters to 9 agencies
- 9) Certifications – City will provide the required certifications for the application
- 10) Review & Ranking Criteria Specific to Project (Chapter 6)- SAI will prepare the Application form for Public Facilities
 - a) City will procure a design professional (for construction administration) and Grant Administrator in accordance with the IDOC
 - b) Plans and Studies – SAI will prepare a Preliminary Engineering Report for the project. City will provide Survey required for the Preliminary Engineering Report
- 11) Appendices – SAI will compile appendices required for the application

PROJECT FEES

SAI will complete this scope of work on a time & materials Basis with hourly rates per the attached Fee Table (Exhibit A) and man-hour estimate (Exhibit B) for an amount Not to Exceed \$14,000 without prior approval.

SCHEDULE

To submit a quality application to IDOC no later than November 16, 2023, the following milestones will be met:

1. July 14, 2023 -Field Notes
2. August 11, 2023 -Notify Agencies
3. August 11, 2023 - Submit Draft Application to City
4. September 11, 2023 - Public Hearing
5. October 15, 2023 - Final Preliminary Engineering Report
6. October 31, 2023 - City Approval of Final Application
7. November 16, 2023 - Submit Application to IDOC

AGREEMENT

The City of Emmett and Salaber Associates, Inc. ("Parties") agree to all terms and conditions of this Agreement including those in Exhibit C.

CONSULTANT

Salaber Associates, Inc.

Bob LoRusso

Bob LoRusso, PE
CEO/President

5/17/23

Date

CLIENT

City of Emmett

Mayor

Date



PROJECT DESCRIPTION

The City of Emmett ("City") has planned improvements and funding of St Johns Ave/E Locust Street from the intersection of St Johns and E Park St to 1375 E Locust St. The City will use ARPA funds and City funds to complete water and sewer improvements. The City wishes to pursue an Idaho Department of Commerce Community Development Block Grant (CDBG). The intent is to use available funding as matching funds for CDBG funding to install ADA compliant sidewalks and repave the road.

PROJECT UNDERSTANDING

Following are SAI's understanding of details related to the project:

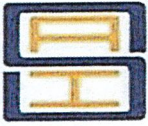
1. The City plans to use City funds and ARPA funds for needed and scheduled utility improvements. ARPA funds must be expended by June 2024
2. The City will self-perform water and sewer improvements and reconstruction of the roadway base
3. Plans and specifications will be prepared so that a contractor can finish the roadway base, install curb, gutter & sidewalk, and pave

SCOPE OF WORK

SAI will assist the City with preparation of a CDBG application for submittal to Idaho the Idaho Department of Commerce (IDOC) in November, 2023. The CDBG application must be prepared in accordance with the following outline to meet the requirements of the IDOC **Idaho Community Development Block Grant Application Handbook (Application Handbook)**.

TASK 1 CDBG APPLICATION

- 1) Cover – SAI will prepare the application Cover
- 2) Cover Letter – SAI will prepare a draft cover letter for City review and approval. The cover letter must be signed by the Mayor
- 3) Grant Application Information Form – SAI will prepare the Grant Application Form with input from City Staff
- 4) Economic Advisory Council Page – SAI will prepare the Economic Advisory Council Page
- 5) Threshold Factors
 - a) SAI will complete the Eligible Applicant, Eligible Activities, and National Objective sections of the Application Form
 - b) Citizen Participation – The City is required to hold 1 public hearing prior to submitting the application and submit a Citizen participation plan with the application.
 - i) SAI will prepare up to 6 exhibits for the public hearing
 - ii) 2 personnel from SAI will attend the public hearing
 - iii) SAI will record attendees and all other documentation of the public hearing required for the application
 - iv) City will provide the venue and appropriate City staff to attend the Public Hearing and publish the required notices (twice in the local paper).
 - v) City will provide accommodations for non-English speaking participants if a significant number of non-English speaking people are expected to attend the public hearing.
 - vi) City will revise the IDOC sample Citizen Participation Plan and certify it to be included in the application
 - c) Administrative Capacity – SAI will prepare the "Administrative Capacity" with input from City



SALABER ASSOCIATES, INC.
Engineering Solutions

IDAHO

CALDWELL

CALIFORNIA

RANCHO CORDOVA
- Headquarters -

DAVIS

DIXON

REDONDO BEACH

SACRAMENTO

STOCKTON

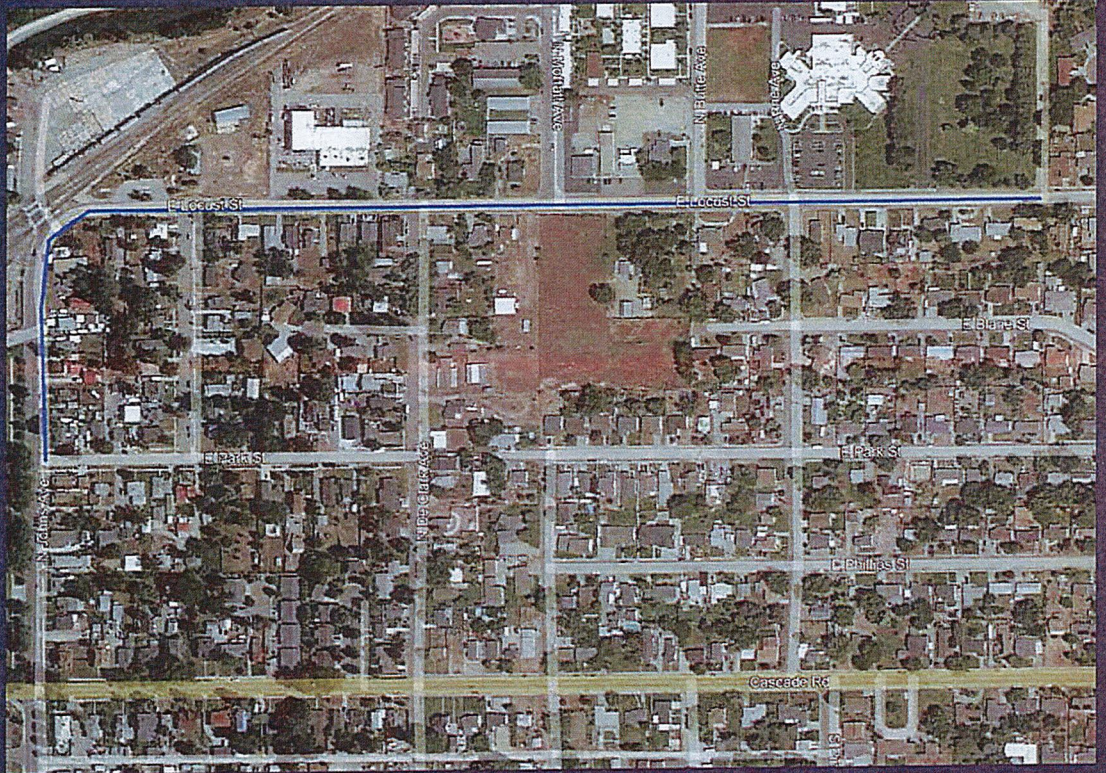
PROPOSED SCOPE OF WORK

CITY OF EMMETT

E LOCUST ST COMMUNITY BLOCK GRANT

PREPARED FOR

CITY OF EMMETT, IDAHO





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

Tuesday, April 4, 2023

Mayor, City Council:

I am requesting a **MOTION** to approve **Salaber Associates, Inc** proposed scope of work for **City of Emmett E Locust St Community Block Grant** with **Mayor** to sign.

Attached is the proposed scope of work for your review.

Thank you,

Clint Seamons, Public Works Director



*Office of the City Clerk
501 E. Main Street
Emmett, ID 83617
208-365-6050*

June 8, 2023

Mayor, City Council:

I am requesting a motion to approve agreement with Zwygart John & Associates CPA, PLLC in the amount of \$15,500 for 2023 accounting and audit services.

Thank you,

Lyleen Jerome

City Clerk/Treasurer/HR

City of Emmett

e-mail: ljerome@cityofemmett.org





ZWYGART JOHN
CERTIFIED PUBLIC ACCOUNTANTS

16130 North Merchant Way, Suite 120 ♦ Nampa, Idaho 83687

Phone: 208-459-4649 ♦ FAX: 208-229-0404

Zwygart John & Associates CPAs, PLLC

June 2, 2023

City of Emmett
The Mayor and City Council
501 E Main St.
Emmett, ID 83617

The following represents our understanding of the services we will provide the City of Emmett.

You have requested that we audit the accompanying financial statements of the governmental activities, each major fund, and the remaining fund information of the City of Emmett as of September 30, 2023, and for the year then ended and the related notes, which collectively comprise the City of Emmett's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by *the Governmental Accounting Standards Board* (GASB), issued by the Comptroller General of the United States, require that included supplementary information, such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Required Supplementary Information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- GASB Required Supplementary Pension Information
- Budgetary Comparison

Supplementary information other than RSI will accompany the City of Emmett's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- 1) Combining Statements

Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City of Emmett's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that *management and those charged with governance* acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;

- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the City of Emmett's basic financial statements. Our report will be addressed to the governing body of the City of Emmett. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

We also will issue a written report on in accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Nonattest Services:

With respect to any nonattest services we perform, the City of Emmett's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. The services we will provide are:

- Help in preparation of the financial statements.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Fees and Timing

Jordan Zwygart, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Zwygart John & Associates CPAs, PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We will notify you immediately of any circumstances we encounter that could significantly affect this fee. Whenever possible, we will attempt to use the City of Emmett's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices.
- Significant difficulties, encountered during the audit, if any.
- Uncorrected misstatements, other than those we believe are trivial, if any.
- Disagreements with management, if any.
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process.
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.
- Representations we requested from management.
- Management's consultations with other accountants, if any.
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Zwygart John & Associates CPAs, PLLC's and constitutes confidential information. However, we may be requested to make certain audit documentation available

to regulatory agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Zwygart & John & Associates CPAs, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agency. The regulatory agency may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. We estimate that our fee for the audit will be \$10,500 and \$5,000 for the single audit.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Zwygart John & Associates CPAs, PLLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Emmett.

Acknowledged and agreed on behalf of the City of Emmett by:

Name: _____

Title: _____

Date: _____



CITY OF EMMETT
Building & Public Works
Department
601 E. 3rd Street

**Building & Public Works
Department**

Brian Sullivan:
bsullivan@cityofemmett.org
Clint Seamons
cseamons@cityofemmett.org
Ph: (208) 365-9569

June 8, 2023

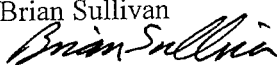
Re: Kari Way
Wasco Switches & Sensors
1430 Judo Lane
Emmett, Id, 83617

Mayor and Council,

The Public Works Department and Emmett Building Department have reviewed the request for a time extension for completion of the improvements. (See attached request) We are in support of this extension until September 30, 2023.

Possible Motion:

I make a motion to grant a time extension to Wasco Switches and Sensors for completion of the improvements to the property which include asphalt, curb, gutter, sidewalk, retention pond and landscaping until September 30, 2023.

Brian Sullivan

City of Emmett
Building Official
Zoning Administrator

Brian Sullivan

From: Kari Way <kariway@wascoinc.com>
Sent: Wednesday, June 7, 2023 9:40 AM
To: Brian Sullivan; Clint Seamons; David Way; Kyle Jones
Subject: Wasco Manufacturing Project/Judo Lane

Caution! This message was sent from outside your organization.

[Block sender](#)

Hello Brian and Clint,

Hope you guys are doing well. I just wanted to give you an update on the progress of our project on Judo Lane.

As you know, you gave us until the end of June to finish the asphalt, curbs, gutters, retention ponds and landscaping. And since our conditional CofO (Dec. 31, 2022) we have been working with David Evans Associates (formerly Rock Solid) to get stamped civil plans to proceed with the work.

The team at David Evans have been great to work with. However, they received inputs (pins, topos, elevations, etc.) from Sawtooth that were not correct. In short, Sawtooth's inability to act timely or accurately (they have been out 3 times and still do not have accurate information) has significantly paused our progress. Because of this, we have hired Idaho Survey Group to redo the surveys to make sure David Evans Associates has accurate information.

We have already hired an asphalt and groundwork's company, a concrete company, and a masonry guy to complete the work, but Dave and I are concerned that they will not be able to complete the work on time, having to push out their start dates because the civil plans are not complete.

We are respectfully asking for an extension until September 2023. We are confident that we can complete before this time, but we want to err on the side of caution.

We know this requires approval from city council, and we proactively reached out to Thomas Butler, who verbally told us he was confident the city will approve.

Thank you for your consideration,

Kari Way
Executive Vice President
Wasco Switches & Sensors
Phone 800.500.9272 x 313

ORDINANCE NO. O2023-09

AN ORDINANCE OF CITY OF EMMETT, IDAHO, ADOPTING A MAP IDENTIFYING THE EMMETT AREA OF CITY IMPACT WITHIN THE UNINCORPORATED AREA OF GEM COUNTY, AS REQUIRED BY IDAHO CODE SECTION 67-6526.

WHEREAS, Idaho Code Section 67-6526 requires that the governing boards of Gem County and the City of Emmett adopt a map identifying an area of city impact and provides for renegotiation of the area of city impact; and

WHEREAS, Gem County and the City of Emmett previously adopted a map establishing the Emmett Area of City Impact during the 2007 Gem Community Joint Comprehensive Plan adoption process and now, in conjunction with the Comprehensive Planning efforts of both Gem County and the City of Emmett, have renegotiated, updated and established the area of city impact.

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

- 1) That the City of Emmett, after considering the trade area, geographic factors, and areas that can reasonably be expected to be annexed to the city in the future, hereby adopt the Emmett Area of City Impact as shown on the City of Emmett Future Land Use Map, designated as the Emmett Area of City Impact, attached at Exhibit A and fully incorporated herein.
- 2) In case a property under single ownership is divided by the boundary line of the Emmett Area of City Impact and the line divides such property so that one or both parts have a depth of three hundred feet (300) or less, such part may be included in the jurisdiction within which the remainder and larger portion of the property is located.
- 3) Any ordinance of the City of Emmett in conflict with the terms of this Ordinance is hereby repealed to the extent of such conflict.
- 4) THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT UPON PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

REGULARLY PASSED AND ADOPTED by the City Council of City of Emmett, Idaho, on this _____, 2023.

MAYOR OF CITY OF EMMETT

Gordan Petrie, Mayor

ATTEST:

Lyleen Jerome, City Clerk

Date

EXHIBIT A

EMMETT AREA OF CITY IMPACT

The Emmett Area of City Impact is the area designated on the City of Emmett Future Land Use Map of the 2023 Elevate Emmett Comprehensive Plan. By this reference it is fully incorporated herein. The Emmett Area of City Impact is generally described as follows:

Beginning at a Point on N. Plaza Road at Waterwheel Road;

then S. continuing on N. Plaza Road to the intersection of E. Main Street and S. Plaza;

then continue south on S. Plaza to Black Canyon Canal and continuing in a straight line to Sand Hollow Road, continuing on Sand Hollow Road up to the 2700' elevation line, continuing along the eastern slope following the 2700' elevation line to State Highway 16;

then north along State Highway 16 following and encompassing the eastern boundaries of the City limits to the intersection of State Highway 16 and Cherry Lane, including all property at the intersection of Cherry Lane and State Highway 16 that lie within the city limits;

then continuing from Cherry Lane Intersection and State Highway 16 west to S. Johns Avenue;

then continuing along the south boundary of Gem County Fair Grounds in a straight line to S. Mill Road;

then continuing in a straight line to Airport Road;

then south on Airport Road to W. Salesyard Road;

then west on W. Salesyard Road to Star Lane;

then north along Star Lane to the south bank of the Payette River;

then east following the south bank of the Payette River to the Emmett City limits;

then continue east along the north boundary of the city limits to a point where Riverside Street and Farmer Co-op canal intersect;

then east following the south bank of the canal to a point that intersects with the alignment of Waterwheel Road;

then continuing east on Waterwheel Road to the intersection of Waterwheel Road and N. Plaza Road, which is also the Point of Beginning.