

City of Emmett Council Meeting

May 25, 2021

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**
Laura Dodson offered the **Community Invocation**

Council Present: Council President Steve Nebeker, Councilor Thomas Butler, Councilor Gary Resinkin, Councilor Denise Sorenson, Councilor Michelle Welch. Joining by zoom – Councilor Tona Henderson

Counselor Present: Jake Sweeten

Staff Present: City Clerk Lyleen Jerome, Library Director Alyce Kelly, Police Chief Steve Kunka, Public Works Director Clint Seamons, IT Systems Director Mike Knittel

Public Present: Annette Severy 3310 Toms Cabin Rd, Harry Granger 850 S. Moffatt

Amendments to the Agenda: Item 8/F Removed

Council President Nebeker made a **MOTION TO APPROVE THE AGENDA AS AMENDED**. Seconded by Councilor Resinkin
6 – AYES, 0 – NOES. Motion Carried.

Declaration of Conflicts of Interest: None

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

ELECTED OFFICIALS:

- A. **Mayor** – Mayor updated the Council on some information he received in regard to the recently passed House Bill #389 and the possible effects it will have on the City.
- B. **Council** – None.
- C. **Announcements and Good of the Order** - None

CONSENT AGENDA:

A. **Approval of Minutes:** May 11, 2021 Regular Meeting

B. **Approval of Accounts Payable.**

C. **Approve Permits:** Bartender Permits – Emerald Keever, and Kari Terise Meyer

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

DISCUSSION/INFORMATION/UPDATES: None

NON-CONSENT AGENDA

BUSINESS

A. **Approve Resolution #R2021-05 Radiation Exposure Compensation Act Petition.** Mayor Petrie presented the resolution to the Council. **MOTION TO APPROVE RESOLUTION #R2021-05 made by Councilor Henderson**, Seconded by **Councilor Resinkin**. COUNCIL PRESIDENT NEBEKER – AYE, COUNCILOR RESINKIN – AYE, COUNCILOR HENDERSON – AYE, COUNCILOR WELCH – AYE, COUNCILOR SORENSON – AYE, COUNCILOR BUTLER – AYE. AYES – 6, NOES – 0. Motion Carried.

B. **Approve Ordinance #O2021-02 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 9, CHAPTER 1, SECTION 5: DEFINITIONS; DELETING THE TERM “COMMISSION PLANNING” AND SETTING AN EFFECTIVE DATE.** Ordinance presented by Counselor Jake Sweeten. Mr. Sweeten explained that this Ordinance was to update the current ordinance pertaining to the planning commission. Council President Nebeker Motioned **TO APPROVE ORDINANCE #O2021-02 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 9, CHAPTER 1, SECTION 5: DEFINITIONS; DELETING THE TERM “COMMISSION PLANNING” AND SETTING AN EFFECTIVE DATE AND TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE**. Seconded by Councilor Butler. President Nebeker – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Welch – AYE, Councilor Sorenson – AYE, Councilor Butler – AYE. AYES – 6, NOES - 0. Motion Carried. City Clerk, Lyleen Jerome read Ordinance #O2021-02 by title. Council President Nebeker motioned to accept the first and only reading of Ordinance #O2020-02, direct the Mayor to sign, and direct that it be published by summary. Seconded by Councilor Henderson, Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE, Councilor Welch – AYE. AYES – 6 NOES - 0. Motion Carried.

C. **Approve Ordinance #O2021-03 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 9, CHAPTER 2, SECTION 3: JOINT PLANNING COMMISSION; ESTABLISHING THE CITY COUNCIL AS THE GOVERNING BODY RESPONSIBLE TO EXERCISE ALL OF THE PLANNING DUTIES PURSUANT TO IDAHO CODE TITLE 67, CHAPTER 65: AND SETTING AN EFFECTIVE DATE.** Ordinance presented by Counselor Jake Sweeten. Council President Nebeker Motioned **TO APPROVE ORDINANCE #O2021-03 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 9, CHAPTER 2, SECTION 3: JOINT PLANNING COMMISSION; ESTABLISHING THE CITY COUNCIL AS THE GOVERNING BODY RESPONSIBLE TO EXERCISE ALL OF THE PLANNING DUTIES PURSUANT TO IDAHO CODE TITLE 67, CHAPTER 65: AND SETTING AN EFFECTIVE DATE AND TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE**. Seconded by Councilor Resinkin. President Nebeker – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Welch – AYE, Councilor Sorenson – AYE, Councilor Butler – AYE. AYES – 6, NOES 0. Motion Carried. City Clerk, Lyleen Jerome read Ordinance #O2021-03 by Title. Council President Nebeker motioned to accept the

City of Emmett Council Meeting

May 25, 2021

first and only reading of Ordinance #O2021-03, direct the Mayor to sign, and direct that it be published by summary. Seconded by Councilor Henderson, Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE, Councilor Welch – AYE. **AYES – 6, NOES – 0. Motion Carried.**

D. Approve Interagency Management Control Agreement – Presented by Chief of Police, Steve Kunka. Councilor Henderson **MOTIONED TO APPROVE** the Interagency Management Control Agreement and direct the Mayor to sign. Seconded by Councilor Sorenson. Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE, Councilor Welch – AYE. **AYES – 6, NOES -0. Motion Carried.**

E. Approve Cruise Night Event and Road Closures – Presented by Harry Granger and Annette Severy, Chairman of the event. Asking for approval to conduct a controlled car cruise from 6:00 p.m. to 9:00 p.m. on Saturday, July 17, 2021 including road closures during this time affecting South Washington Ave, E. 1st Street, Hayes Ave, Main Street, and Dewey. Councilor Resinkin **MOTIONED TO APPROVE** the controlled car cruise and road closures on July 17, 2021 from 6:00 p.m. to 9:00 p.m. Seconded by Councilor Henderson. **AYES – 6, NOES – 0. Motion Carried.**

F. Approve On-Site Filming Activity at City Hall – Moot – No action.

G. Approve Maintenance Service Contract – Presented by Fire Chief, Curt Christensen. Asking for approval to have the Mayor sign the service contract for mechanic services for the Fire Department vehicles. Councilor Nebeker **MOTIONED TO APPROVE** Maintenance Service Contract between Emmett Fire Department and Perkins Brothers Automotive Service and Repair, LLC with the Mayor to sign Seconded by Councilor Resinkin. Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE, Councilor Welch – AYE. **AYES – 6, NOES -0. Motion Carried.**

H. Approve Payment to Consolidated Supply in the amount of \$15,489.26 presented by Public Works Director, Clint Seamons. Councilor Resinkin **MOTIONED TO APPROVE** payment to Consolidated Supply Company for \$15,489.25. Seconded by Councilor Sorenson. **6 - AYES, 0 - NOES. Motion Carried.**

I. Approve Grant Funding Application from Idaho Division of Aeronautics – Presented by Public Works Director, Clint Seamons. Councilor Henderson **MOTIONED TO APPROVE** Request for State Airport Aid Idaho Division of Aeronautics Idaho Airport Aid Program Supplemental Funding application and direct the Mayor to sign. Seconded by Councilor Resinkin. **AYES – 6, NOES – 0. Motion Carried.**

DEPARTMENT/ ACTIVITY REPORTS:

- A. Building Official/City Planner** – Absent
- B. Clerk** – Lyleen Jerome, City Clerk– Reported
- C. Fire** – Curt Christensen, Fire Chief– Reported
- D. Library** – Alyce Kelley, Director– Reported
- E. Police** - Steve Kunka, Police Chief– Reported
- F. Public Works** – Clint Seamons, Public Works Director– Reported
- G. Systems Administrator** – Mike Knittel, IT Systems Director– Reported
- H. Engineer** – No Report.

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

Meeting Adjourned at 8:01 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk

CITY OF EMMETT
PLANNING & ZONING DEPARTMENT
601 E. 3RD EMMETT, IDAHO 83617

PHONE: (208) 365-9569

WEB PAGE: WWW.CITYOFEMMETT.ORG

STAFF REPORT

DESCRIPTION: HARVEST VALLEY PHASE 6 - FINAL PLAT APPLICATION

FILE NUMBER: FP21-002

CITY COUNCIL MEETING DATE: JUNE 8, 2021

APPLICANT: KEVIN ROWLEY

REPRESENTATIVE: PAT COLWELL, T-O ENGINEERING

STAFF PLANNER: BRIAN SULLIVAN

1. APPLICATION SUMMARY

The applicant, Kevin Rowley (represented by T-O Engineering), is requesting approval of a Final Plat application for Harvest Valley Subdivision, phase 6. The subdivision includes 49 residential lots and 4 common lots. The required improvements have been installed and reviewed by City Staff. The subdivision is located on the south side of E. Main Street and is the final phase of the existing Harvest Valley Subdivision. The Preliminary Plat was approved by the City Council on 6/25/2019 and the final plat for phase 5 was approved July 14, 2020.

Emmett City Code (ECC) 10-2-4 outlines the procedures for Final Plat approval. Sub-section 'F' notes that prior to approving or disapproving a plat, "at least one public meeting (deliberation) shall be held by the City Council." No public hearing is required for Final Plat applications and no notice was given (other than posting the meeting agenda). Sub-section 'G' notes that the council may delay their decision pending submission of additional information or approve, or disapprove the final plat application as presented.

ECC 10-2-3.L.1 outlines the required approval period for Preliminary Plat applications. It states, "Failure to file and obtain the certification of acceptance of the final plat application from the sub divider within one year after action by the city council shall cause all approvals of said preliminary plat to be null and void, unless an extension of time is applied for by the sub divider and granted by the city."

Staff Recommendation: Staff recommends approval of the Final Plat application for Harvest Valley phase 6 with the site specific conditions of approval being part of the motion.

2. APPLICATION & PROPERTY FACTS

A. Site Address/Location:

The site is located on the south side of E. Main Street, in Township 06N, Range 01W, Section 9.

B. Current Owner(s): Value Homes of Idaho LLC.

C. Applicant(s): Kevin Rowley

D. Representative: Pat Colwell, T-O Engineering

E. Present Zoning: R-1, Single-Family Residential

3. APPLICATION PROCESS FACTS

A. Application Submittal:

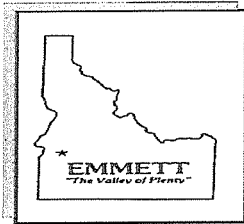
The application for this item was received by the Zoning Department on May 20, 2021.

B. Relevant Ordinances and Required Actions:

The subject application will in fact constitute a Final Plat application, as determined by Emmett City Code 10-4. The City Council must review and make a decision to either grant, grant with conditions, or deny the application.

4. SITE SPECIFIC CONDITIONS OF APPROVAL (P&Z Dept.

1. All review fees from Keller's being paid prior to signing the Mylar
2. Review comments from Keller's dated May 26, 2021 be addressed.
3. The petitioner to supply the City a set of as-built plans on Mylar as well as on CD -Rom or disc in AutoCAD format and PDF format.
4. Completed, signed and recorded Second Supplement to Declaration of Covenants, Conditions, and Restrictions of Harvest Valley Subdivision annexing phase 6 into the CC & R's.
5. Final plat must be recorded within 1 year of written approval unless an extension is requested and granted by the City.
6. The applicant is to follow all recording requirements as outlined in ECC 10-2-4K.
7. Within ten (10) days of recording the final plat, new deeds and legal descriptions for all lots shall be prepared and recorded in Gem County Recorder's Office.
8. Corrections addressed from the Director of Public Works punch list letter.
9. Corrections addressed from the Zoning Administrators letter.
10. Staff will verify the above items have been completed prior to requesting the Cities signatures.



CITY OF EMMETT
MASTER PUBLIC HEARING APPLICATION

601 E. 3rd Street, Emmett, Idaho 83617 www.cityofemmett.org phone: (208) 365-9569 fax: (208) 365-4651

TYPE OF APPLICATION: (Please check all that apply.)

- | | | |
|---|--|--|
| <input type="checkbox"/> ANNEXATION
<input type="checkbox"/> APPEAL
<input type="checkbox"/> COMPREHENSIVE PLAN
TEXT AMENDMENT
<input type="checkbox"/> COMPREHENSIVE PLAN
MAP AMENDMENT
<input type="checkbox"/> DESIGN REVIEW | <input type="checkbox"/> DEVELOPMENT
AGREEMENT
<input type="checkbox"/> REZONE
<input type="checkbox"/> SPECIAL USE PERMIT
<input type="checkbox"/> SUBDIVISION,
PRELIMINARY
<input checked="" type="checkbox"/> SUBDIVISION, FINAL
<input type="checkbox"/> SUBDIVISION,
COMBINED/MINOR | <input type="checkbox"/> SUBDIVISION,
MODIFICATION
<input type="checkbox"/> VACATION
<input type="checkbox"/> VARIANCE
<input type="checkbox"/> ZONING TEXT
AMENDMENT |
|---|--|--|

PROJECT NAME: Harvest Valley #6

SITE INFORMATION:

(This information can be found on the Assessor's property information assessment sheet.)

Quarter: _____ Section: 9 Township: 6N Range: 1W Total Acres: _____

Subdivision Name (if applicable): _____

Lot: _____ Block: _____

Site Address: _____ City: _____

Tax Parcel Number(s): _____ Current Zoning: _____ Current Land Use: _____

PROPERTY OWNER:

Name: Value Homes of Idaho LLC

Address: P.O. Box 700

City: Caldwell State: ID Zip: 83606

Telephone: 208-861-6960 Fax: _____

APPLICANT:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

I consent to this application and allow City staff to enter the property for site inspections related to this application.

I certify this information is correct to the best of my knowledge.

Signature: (Owner)

Date Signature: (Applicant)

Date

NOTE: THIS APPLICATION MUST BE SUBMITTED WITH THE APPLICABLE CHECKLIST (S).

OFFICE USE ONLY

File No.: FP201 - 002 Received By: HE

Date: 6/1/2021

Fee: \$740.00

Receipt No: 993711

HARVEST VALLEY SUBDIVISION NO. 6

A RE-PLAT OF A PORTION OF BLOCK 7 OF PINE SUBDIVISION LOCATED IN THE SE1/4 OF THE NW1/4 OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 1 WEST BOISE MERIDIAN, CITY OF EMMETT, IDAHO

2021

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE EXISTING BLOCK 7 OF PINE SUBDIVISION AS SHOWN INTO SINGLE FAMILY RESIDENTIAL LOTS. BOUNDARY DETERMINATION WAS BASED ON THE RECORD PLAT OF PINE SUBDIVISION NO. 4 AND PINE SUBDIVISION NO. 5. ADDITIONAL REVISIONS WERE MADE TO PLAT CORNERS TO THE NORTH AND SOUTH AS ADDITIONAL VERIFICATION. THE WEST AND SOUTH BOUNDARIES WERE HELD FROM THE EXISTING PLATS OF HARVEST VALLEY NO. 4 AND NO. 5. THE NORTH AND EAST BOUNDARIES WERE HELD PER THE FOUND MONUMENTS OF THE SE1/4 OF THE NW1/4.

REFERENCES:

GEN. COUNTY R.O.S. INST. NO. 178369
HARVEST VALLEY SUBDIVISION NO. 4
GEN. COUNTY R.O.S. INST. NO. 192587
PINE SUBDIVISION
GEN. COUNTY R.O.S. INST. NO. 287805
PINE SUBDIVISION
GEN. COUNTY R.O.S. INST. NO. 288531

BASIS OF BEARINGS NOTE

BEARINGS SHOWN ON THIS SURVEY ARE BASED UPON GPS OBSERVATIONS PROJECTED TO THE IDAHO WEST ZONE (1103) MAGNETIC COORDINATE SYSTEM. ALL BEARINGS SHOWN ARE GRID BEARINGS. ALL DISTANCES ARE GROUND DISTANCES.

ROB O'WALLEY
IDAHO NO. 13765



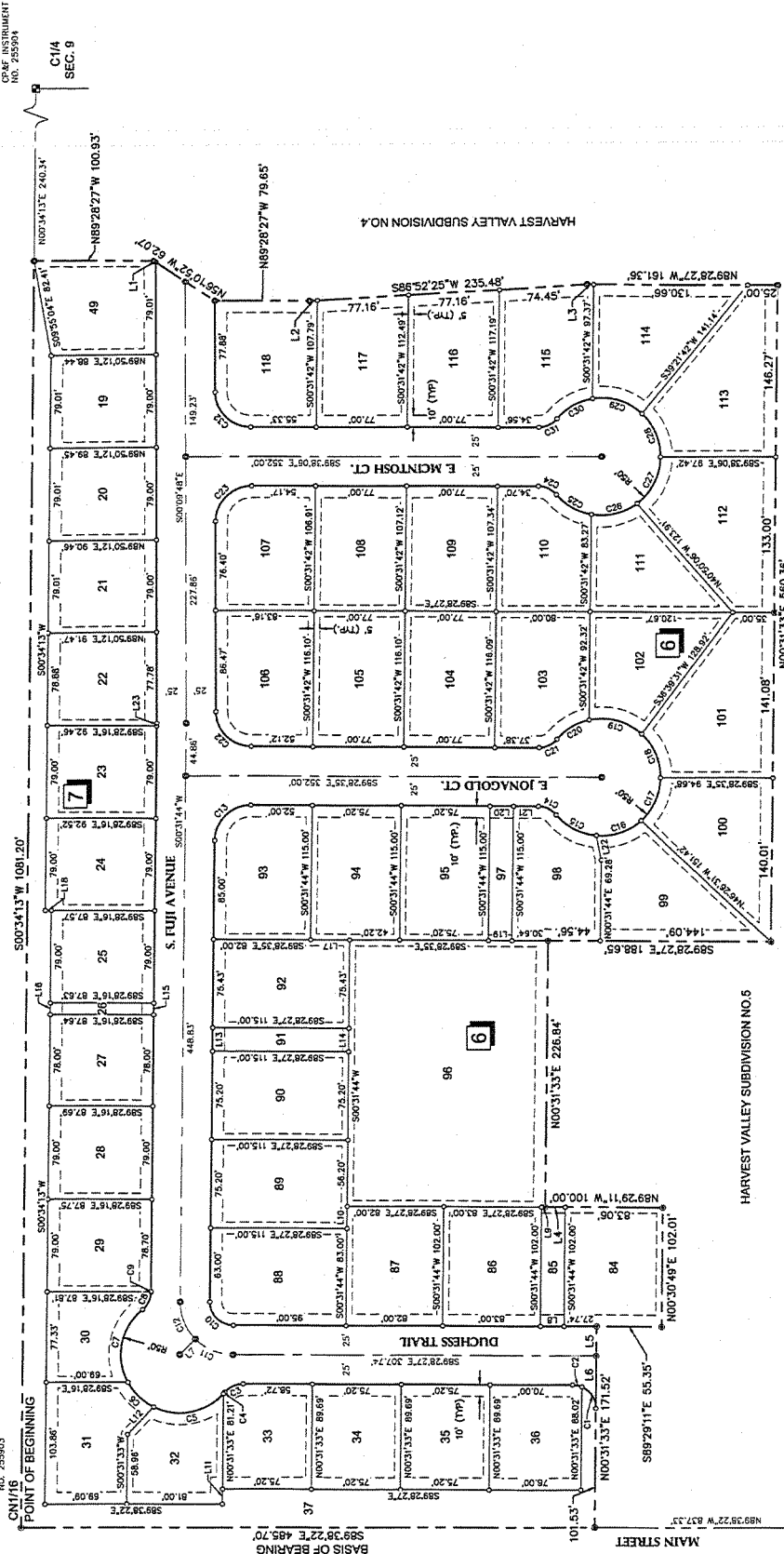
LEGEND	
---	SUBDIVISION BOUNDARY
---	SECTION LINE
---	RIGHT-OF-WAY LINE / LOT LINE
---	CENTERLINE
●	FOUND ALUMINUM CAP MONUMENT
●	FOUND 5/8" IRON ROD
●	SET 5/8" REBAR
○	SET 1/2" REBAR
○	CALCULATED POINT-NOTHING SET OR FOUND (100.00')
○	RECORDED DATA
1	LOT NUMBER
□	BLOCK NUMBER

SEE SHEET 2 FOR NOTES AND CURVE TABLES

GRAPH INSTRUMENT NO. 225953

UNPLATTED

GRAPH INSTRUMENT NO. 225953



20' WITNESS CORNER
CORNER FALLS
R.D. 5/8" REBAR, PLS 10782
IN GRAN DITCH
INSTRUMENT NO. 286531
500'29.16' W 1320.94'

CW116
GRAPH INSTRUMENT NO. 227953

T-O ENGINEERS
333 N. BROADWAY WAY
RAPO, IDAHO 83453
PHONE (208) 462-5300
WWW.TOENGINEERS.COM

SHEET NO. 1 OF 4

HARVEST VALLEY SUBDIVISION NO. 6

NOTES

1. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
2. UNLESS OTHERWISE SHOWN, ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY ARE SUBJECT TO A TEN (10) FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, PRESSURE IRRIGATION AND LOT DRAINAGE.
3. UNLESS OTHERWISE SHOWN, ALL REAR LOT LINES CONTAIN A TEN (10) FOOT WIDE EASEMENT FOR PRIVATE PRESSURE IRRIGATION AND LOT DRAINAGE.
4. UNLESS OTHERWISE SHOWN, ALL INTERIOR LOT LINES CONTAIN A FIVE (5) FOOT WIDE EASEMENT, EACH SIDE, FOR PRIVATE LOT DRAINAGE.
5. IRRIGATION WATER HAS BEEN PROVIDED BY THE LAST CHANCE IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE 31-3805(6). ALL LOTS WITHIN THIS SUBDIVISION ARE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE LAST CHANCE IRRIGATION DISTRICT.
6. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE APPLICABLE ZONING AND SUBDIVISION ORDINANCE AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAT.
7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4903 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE OPERATION, FACILITY OR EXPANSION THEREOF, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION OF A NEW AGRICULTURAL OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
8. LOT 65 AND 66 BLOCK 6 AND LOT 26 AND 37 BLOCK 7 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE HARVEST VALLEY HOMEOWNERS' ASSOCIATION.
9. THIS DEVELOPMENT IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) THAT PERTAIN TO THIS DEVELOPMENT, TO BE FILED AND RECORDED IN THE OFFICE OF THE DEED COUNTY RECORDER.

LINE	BEARING	DISTANCE
L1	N56°10'52"W	1.77'
L2	S68°52'25"W	6.72'
L3	N89°28'27"W	5.00'
L4	N89°28'11"W	18.94'
L5	N00°31'33"E	25.00'
L6	S00°31'35"W	44.96'
L7	N40°31'58"E	18.64'
L8	S89°28'27"E	20.00'
L9	S89°28'27"E	3.06'
L10	S00°31'44"W	18.00'
L11	N00°31'33"E	12.74'
L12	S43°34'53"W	32.40'
L13	S00°31'44"W	20.00'
L14	S00°31'44"W	20.00'
L15	S00°31'44"W	10.00'
L16	S00°34'13"W	10.00'
L17	S89°28'35"E	33.00'
L18	S89°28'16"E	5.00'
L19	S89°28'35"E	20.00'
L20	N89°28'35"W	20.00'
L21	N89°28'35"W	20.98'
L22	N117°33"W	21.31'
L23	S00°31'44"W	2.22'

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	20.00'	23.18'	66°24'23"	S32°41'34"E	21.80'
C2	20.00'	8.23'	23°34'41"	S77°41'06"E	8.17'
C3	20.00'	17.45'	49°59'41"	N65°31'42"E	16.80'
C4	50.00'	1.77'	2°01'30"	N41°32'37"E	1.77'
C5	50.00'	64.35'	72°44'23"	N79°25'34"E	60.00'
C6	50.00'	31.01'	39°32'15"	S45°36'07"E	30.52'
C7	50.00'	68.67'	78°47'25"	S11°04'42"W	63.40'
C8	20.00'	17.15'	40°08'40"	S29°37'05"W	16.63'
C9	20.00'	0.30'	0°51'01"	S05°57'14"W	0.30'
C10	20.00'	31.42'	90°00'11"	S44°28'22"E	28.29'
C11	45.00'	35.34'	45°00'05"	S68°36'24"E	34.44'
C12	45.00'	35.34'	45°00'05"	S71°38'19"E	34.44'
C13	30.00'	47.12'	69°59'41"	S45°31'35"W	42.42'
C14	20.00'	17.45'	49°59'49"	N64°28'40"W	16.90'
C15	50.00'	39.86'	45°40'18"	N62°18'55"W	38.81'
C16	50.00'	41.15'	47°02'23"	S71°16'14"W	40.00'
C17	50.00'	41.16'	47°01'06"	S41°05'25"W	40.01'
C18	50.00'	41.81'	47°46'40"	S23°19'03"E	40.42'
C19	50.00'	48.02'	55°01'22"	S74°40'04"E	46.19'
C20	50.00'	32.54'	37°17'23"	N59°10'33"E	31.97'

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C21	20.00'	17.45'	49°59'34"	N65°31'36"E	16.90'
C22	30.00'	46.76'	89°18'46"	S44°49'12"E	42.17'
C23	30.00'	47.40'	80°11'43"	S45°06'03"W	42.63'
C24	20.00'	17.45'	49°59'41"	N64°38'15"W	16.90'
C25	50.00'	35.20'	40°20'17"	N59°48'33"W	34.48'
C26	50.00'	41.14'	47°08'47"	S78°28'55"W	39.99'
C27	50.00'	45.82'	S25°37'	S28°37'13"W	44.24'
C28	50.00'	41.13'	47°08'04"	S33°12'08"E	39.96'
C29	50.00'	43.55'	S21°145'	S72°52'02"E	43.89'
C30	50.00'	35.48'	40°39'52"	N60°42'08"E	34.75'
C31	20.00'	17.45'	49°59'41"	N65°22'04"E	16.90'
C32	30.00'	46.80'	89°28'17"	S44°33'57"E	42.23'



Rob O'Malley
IDAHO NO. 13765

HARVEST VALLEY SUBDIVISION NO. 6

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED ARE THE OWNERS OF THE PROPERTY HEREINAFTER DESCRIBED.

A PARCEL OF LAND LOCATED IN THE SE1/4 OF THE NW1/4 OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF EMMETT, GEM COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SE1/4 OF THE NW1/4; THENCE, ALONG THE EAST BOUNDARY THEREOF,

1) S.003413°W., 1081.20 FEET TO THE NORTHEAST CORNER OF HARVEST VALLEY SUBDIVISION NO. 4, RECORDED IN BOOK 4 OF PLATS AT PAGE 19, RECORDS OF GEM COUNTY, IDAHO; THENCE, ALONG THE EXTERIOR BOUNDARY OF SAID SUBDIVISION THE FOLLOWING COURSES:

2) N.89°28'27"W., 100.93 FEET; THENCE,

3) N.56°10'52"W., 62.07 FEET; THENCE,

4) N.89°28'27"W., 79.65 FEET; THENCE,

5) S.66°32'25"W., 235.48 FEET; THENCE,

6) N.89°28'27"W., 161.36 FEET; THENCE,

7) N.003°31'37"E., 279.27 FEET TO THE SOUTHEAST CORNER OF HARVEST VALLEY SUBDIVISION NO. 5, RECORDED IN BOOK 6 OF PLATS, AT PAGE 25, RECORDS OF GEM COUNTY, IDAHO, THENCE LEAVING THE EXTERIOR BOUNDARY OF SAID HARVEST VALLEY SUBDIVISION NO. 4, ALONG THE EXTERIOR BOUNDARY OF SAID HARVEST VALLEY SUBDIVISION NO. 5 THE FOLLOWING COURSES:

8) N.003°31'37"E., 281.09 FEET; THENCE,

9) S.89°28'27"E., 186.65 FEET; THENCE,

10) N.003°31'37"E., 226.84 FEET; THENCE,

11) N.89°29'11"W., 100.00 FEET; THENCE,

12) N.003°04'49"E., 102.01 FEET; THENCE,

13) S.89°28'11"E., 55.35 FEET; THENCE,

14) N.003°31'37"E., 171.52 FEET TO THE NORTH BOUNDARY OF SAID SE1/4 OF THE NW1/4; THENCE ALONG SAID BOUNDARY

15) S.89°38'22"E., 485.70 FEET TO THE POINT OF BEGINNING.

CONTAINING: 13.562 ACRES.

IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY HEREBY INCLUDE SAID LAND IN THIS PLAT. THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERFECTLY RESERVED HEREIN FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON. ALL LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE DOMESTIC WATER SERVICE FROM THE CITY OF EMMETT, IDAHO. THE CITY OF EMMETT, IDAHO HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF ____, 20__

By: LARRY GILLINGHAM, PRESIDENT
~ IDAHO TRUCKING AND EQUIPMENT COMPANY, INC.

ACKNOWLEDGMENT

STATE OF IDAHO } S.S.
COUNTY OF GEM }

ON THIS ____ DAY OF ____, 20__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED LARRY GILLINGHAM, KNOWN OR REFERRED TO ME AS THE PRESIDENT OF IDAHO TRUCKING AND EQUIPMENT COMPANY, INC., WHO HAS EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, ROB O'MALLEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.



Rob O'Malley
ROB O'MALLEY
IDAHO NO. 13765

HARVEST VALLEY SUBDIVISION NO. 6

SATISFACTION OF SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (OLPE) REPRESENTING THE CITY OF EMMETT AND THE OLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

Brian Conway 5.5.21
SOUTHWEST DISTRICT HEALTH DEPARTMENT DATE

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF EMMETT, GEM COUNTY, IDAHO, HEREBY APPROVE THE FOREGOING PLAT.

CITY ENGINEER ~ EMMETT, IDAHO

DATE

APPROVAL OF THE CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK IN AND FOR THE CITY OF EMMETT, GEM COUNTY, IDAHO, HEREBY CERTIFY THIS FINAL PLAT WAS DULY ACCEPTED AND APPROVED AT A REGULAR MEETING HELD BY THE CITY COUNCIL.

MAYOR

DATE

CLERK

DATE

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL LAND SURVEYOR FOR GEM COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CANYON COUNTY SURVEYOR

APPROVAL OF THE COUNTY ASSESSOR

I, THE UNDERSIGNED COUNTY ASSESSOR, IN AND FOR GEM COUNTY, IDAHO, HEREBY CERTIFY THAT THIS PLAT IS ACCEPTABLE FOR ASSESSMENT PURPOSES

ASSESSOR, GEM COUNTY

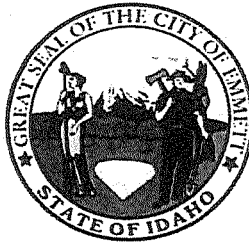
DATE

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF GEM, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER





FINAL PLAT SUBDIVISION CHECKLIST

PURPOSE: Following approval of a preliminary plat application, applicant must apply for final plat review and approval. Also, if a minor subdivision was approved as a preliminary only (not a combined subdivision), a final plat must be filed.

STANDARD SUBDIVISION PERMIT FEE: \$210.00 + \$10.00 PER LOT (MAKE CHECK PAYABLE TO CITY OF EMMETT)

CITY ENGINEER FEE: MEET WITH THE SUPERINTENDENT OF PUBLIC WORKS TO DETERMINE FEE AMOUNT (365-9569) (Receipt must be submitted with application)

✓	Subdivision Ordinance Reference		REQUIREMENT	Staff Use Only		
				Complete (Date)	Waived	Non-Applicable
✓	Title 10-2-4	A	Completed and signed Master Public Hearing Application form			
		B	Fee (See above)			
✓		C	Proof of current ownership. Attach a copy of the warranty deed, option agreement, earnest money agreement or title report.			
	N/A	D	Affidavit of Legal Interest (if necessary)			
✓		E	1. One copy of subdivision plat (after staff's review, the applicant will be informed of the total number of copies to provide)			
✓			2. One digital copy of plat (.dwg format)			
✓			3. One 11"X17" copy of the plat			
✓		F	Submit a copy of the proposed restrictive covenants and/or deed restrictions			
✓	(ON PLAT)	G	Legal description of the subject property			
✓	(ON PLAT)	H	Scaled vicinity map showing the location of the subject property (if this is a phased development, show this phase in relation to previously approved phases)			
✓	(PREVIOUSLY SUBMITTED)	I	Copy of the approved preliminary plat (8 ½ X 11)			
✓	(PREVIOUSLY SUBMITTED)	J	Final Construction Completion Letter issued by the City of Emmett Public Works Department			
✓	Title 9-17-3	K	Landscape plan- (if applicable) – 3 copies folded to 8 ½ X 11 size			

	Title 10-2-4.K	L	Required Statements			
✓	ALPG (24) or		1. Southwest District Health Department			
✓	IN PROCESS		2. County Surveyor's Statement			
✓	IN PROCESS		3. City Engineer's Statement			
			4. County Treasurer's Statement			
			5. County Assessor's Statement			
			6. City Clerk's Statement			

FINAL REVIEW PROCESS:

Upon submittal of the final plat, a staff review will be completed within thirty (30) days. The review shall determine that the following conditions have been met.

- The plat is in conformance with Idaho Code 50-1301.
- The plat layout conforms to what was approved by the City Council during the subdivision application process.
- The language on the dedication section reflects what was approved in the permit review process and that any dedications are accurately described.
- The appropriate signature blocks are on the plat and that the owner's signature and the owner's surveyor's signature have been obtained.
- The construction plans have been reviewed and approved by the County Engineer. *(if applicable)*
- All required on-site and off-site improvements have been constructed and accepted the County Engineer. *(if applicable)*
- Any required mitigation has been satisfied or other arrangements approved by the City Council have been made.

FINAL APPROVAL: Upon final approval from the Administrator the plat will be forwarded to the City Clerk to be placed for approval on the next available City Council agenda. The City Council will review the subdivision plat and upon finding that all requirements are met they shall approve the final plat and authorize the City Clerk to sign the final plat.

APPROVAL PERIOD: The final plat shall be filed with the County Recorder within one year after written approval by the City, otherwise the approval shall become null and void unless prior to said expiration date an extension of time is applied for by the subdivider and granted by the City Council.

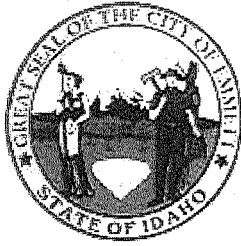
The applicant is responsible to pay any City Engineer or Surveyor fees that are associated with the application.

Pat Colwell For KEUWPOWLEY
Applicant Signature

Date 5/20/21

FOR OFFICE USE ONLY

APPLICATION COMPLETION DATE: _____



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

Building & Zoning Department

Brian Sullivan:
bsullivan@cityofemmett.org
Alicia Elliott:
aelliott@cityofemmett.org
Ph: (208) 365-9569

6/2/2021

RE: Harvest Valley Phase 6
Emmett, Id, 83617

Mayor and City Council,

Suggested Motion for Harvest Valley Phase 6:

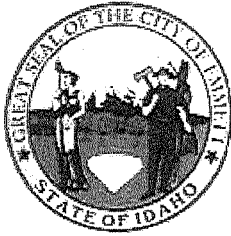
I make a motion to approve the Final Plat of Harvest Valley Phase 6, adopt the staff report, and include #4, Site Specific Conditions of Approval as part of the approval.

Or

I make a motion to deny the Final Plat of Harvest Valley Phase 6 for the following reasons:

Sincerely,

Brian Sullivan
City of Emmett
Building Official/Zoning Administrator



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

Building & Zoning Department

Brian Sullivan:
bsullivan@cityofemmett.org
Alicia Elliott:
aelliott@cityofemmett.org
Ph: (208) 365-9569

6/2/2021

RE: Harvest Valley Phase 6
Emmett, Id, 83617

To whom it may concern:

The following items will need to be corrected.

- Finish setting the survey pins to establish property lines
- Lots 114-116, P.I. valves are broken and the "Non-Potable Water" tags need replaced
- Approximately from lot 110-112, no P.I. to these lots, can't tell exactly because survey pins were not in place at time of walk thru
- All sewer and water services will be marked in the sidewalk
- Hydroseeding of the park area will need to be completed. Scheduled for 6-5-21

Sincerely,

Brian Sullivan
City of Emmett
Building Official/Zoning Administrator



CITY OF EMMETT
PUBLIC WORKS DEPARTMENT
601 East 3rd Street
Emmett, Idaho 83617

Public Works Department
Clint Seamons
cseamons@cityofemmett.org
Doricela Millan-Sotelo
dmillan-sotelo@cityofemmett.org
Phone: (208) 365-9569 ext. 7

Harvest Valley sub. #6 Punch LIST
Attn: Brian Sullivan

WATER

- Hydrant on lot #33 will need moved and retested.
- Hydrant on lot #93 will need raised 6" to meet standards.
- Hydrant on lot #111 will need raised 6" to meet standards.
- All meters marked in paint do not meet city of Emmett standard COE-401. All meters will meet COE-401 or will not be accepted.
- Existing meters carried over from phase #4 and #5 will need to be abandoned.
- All sewer/water will be stamped in back of walk.

Sewer

- * All sewer manholes will be cleared/cleaned of any debris from construction.
- * All storm water inlets will be protected with BMP's

Clint Seamons
Public Works Director



131 SW 5th Ave, Suite A
Meridian, ID 83642

(208) 288-1992

May 26, 2021

Clint Seamons
City of Emmett, Idaho
Public Works Director
316 East Park Street
Emmett, Idaho 83617

Re: Harvest Valley Subdivision No. 6 – Final Plat Application

Dear Mr. Seamons:

Keller Associates, Inc. has reviewed the Final Plat for the Harvest Valley Subdivision No. 6 dated April 27, 2021. We reviewed the applicant's package to check conformance with the City's Subdivision Ordinance and coordinated our review with Brian Sullivan. We have the following comments based on our review.

1. Please indicate public or private, next to or below street names.
2. Provide vicinity map on plat.
3. It appears that Lot 91, 97, Block 6 are also common lots but are not listed in the notes.
4. Please update Lot 49, Block 7 to meet the state code numbering requirements.
5. Please include irrigation in notes, it appears to be missing from note 4.
6. Please include "and sewer" in owner certification.

We recommend that the **condition 1 through 6 listed above be addressed prior to approval of the Final Plat.** Any variance or waivers to the City of Emmett standards, ordinances, or policies must be specifically approved in writing by the City. Approval of the above-referenced Construction Drawings does not relieve the Registered Professional Land Surveyor or the Registered Professional Engineer of those responsibilities.

If you have any questions, please do not hesitate to call Keller Associates at (208) 288-1992.

Sincerely,

KELLER ASSOCIATES, INC.

Ryan V. Morgan, P.E.
City Engineer
Enclosure(s)

cc: File

CITY OF EMMETT, IDAHO
Resolution # 2021-06

A RESOLUTION AMENDING THE LEXIPOL POLICY FOR THE EMMETT POLICE DEPARTMENT.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Emmett, Idaho that the amendment as set forth in Exhibit A is made to the City of Emmett's Police Department Lexipol Policy regarding 329-334 and 336-339.

Passed June 8, 2021 by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Exhibit A

Identity Theft

329.1 PURPOSE AND SCOPE

Identity theft is a growing trend that frequently involves related crimes in multiple jurisdictions. This policy is intended to provide guidelines for the reporting and investigation of such crimes.

329.2 REPORTING

- (a) In an effort to maintain uniformity in reporting, officers presented with the crime of identity theft (Idaho Code 18-3126) shall initiate a report for victims residing within the jurisdiction of this department. For incidents of identity theft occurring outside this jurisdiction, officers should observe the following:
 - 1. For any victim not residing within this jurisdiction, the officer may either take a courtesy report to be forwarded to the victim's residence agency or the victim should be encouraged to promptly report the identity theft to the law enforcement agency where he or she resides.
- (b) While the crime of identity theft should be reported to the law enforcement agency where the victim resides, officers of this department should investigate and report crimes occurring within this jurisdiction which have resulted from the original identity theft (e.g., the identity theft occurred elsewhere, but the credit card fraud occurred and is reported in this jurisdiction).
- (c) Officers should include all known incidents of fraudulent activity (e.g., credit card number applied for in victim's name when the victim has never made such an application).
- (d) Officers should also cross-reference all known reports made by the victim (e.g., U.S. Secret Service, credit reporting bureaus, U.S. Postal Service and ITD) with all known report numbers.
- (e) Following supervisory review and processing by this department, the initial report should be forwarded to the appropriate detective for follow up investigation, coordination with other agencies and prosecution as circumstances dictate.

Private Persons Arrests

330.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the handling of private person's arrests made pursuant to Idaho Code 19-604.

330.2 ADVISING PRIVATE PERSONS OF THE ARREST PROCESS

Although Idaho law does not expressly require officers to advise citizens about their rights to make a private persons arrest, it is recommended that officers advise private persons how to safely execute such an arrest.

- (a) When advising any individual regarding the right to make a private person's arrest, officers should refrain from encouraging or dissuading any individual from making such an arrest and should instead limit advice to the legal requirements for such an arrest as listed below.
- (b) Private individuals should be discouraged from using force to effect a private person's arrest, and absent immediate threat to their own safety or the safety of others, private individuals should be encouraged to refer matters to law enforcement officials for further investigation or arrest.

330.3 ARRESTS BY PRIVATE PERSONS

Idaho Code 19-604 provides that a private person may arrest another:

- (a) For a public offense committed or attempted in his or her presence.
- (b) When the person arrested has committed a felony, although not in his or her presence.
- (c) When a felony has been in fact committed, and he or she has reasonable cause for believing the person arrested has committed it.

330.4 OFFICER RESPONSIBILITIES

Any officer presented with a private person wishing to make an arrest should determine whether or not there is reasonable cause to believe that such an arrest would be lawful.

- (a) Should any officer determine that there is no reasonable cause to believe that a private person's arrest is lawful; the officer should contact his/her immediate supervisor and advise him/her of the existing circumstances. At the discretion of the supervisor, either the supervisor or the officer should, out of the presence of the potential arrestee, explain to the private person wishing to make the arrest the officer's concerns about the absence of reasonable cause for the arrest and the potential ramifications should the person chose to proceed with the arrest.

Emmett Police Department

Emmett PD ID Policy Manual

Private Persons Arrests

- (b) The officer should explain to the private person that one of the options available to him/her is to consult with the city/county attorney's office for determination of whether or not a charge should be filed against the person whom the citizen wants arrested.
- (c) The officer should also explain another option available would be for the citizen to sign a uniform citation against the person which would result in a trial date being set and the citizen needing to appear as a witness in the trial against the person he wanted arrested.
- (d) The officer should prepare a detailed report documenting all pertinent facts regarding such situations including but not limited to the following:
 - 1. The basis for the officer's concerns about the absence of reasonable cause for the citizen's arrest,
 - 2. The officer's efforts to explain his/her concerns to the citizen about the situation,
 - 3. The citizen's response to the officer's explanation,
 - 4. The officer's communications with and response of his/her supervisor,
 - 5. The officer's explanation of options to the citizen and the citizen's response

330.5 REPORTING REQUIREMENTS

In all circumstances in which a private person is claiming to have made an arrest, that individual must complete and sign a voluntary statement provided by this department. The statement will include their personal knowledge which provides probable cause to believe that the crime as charged has been committed and that the person arrested in fact committed the crime. The person's statement will include their personal information as well as contact information and phone number(s).

- (a) If the crime committed was a Misdemeanor Offense and a citation issued, the person will sign the Idaho Uniform Citation and the officer will sign as the witness.
- (b) In a Felony arrest situation, the officer's responsibility does not terminate until the officer has personally signed the formal complaint and presented the probable cause therefore.

Officers must prepare a full and complete narrative report regarding the circumstances and statements from all available and pertinent witnesses assembled and send the report to the Prosecutor for disposition of the incident.

Limited English Proficiency Services

331.1 PURPOSE AND SCOPE

This policy provides guidance to members when communicating with individuals with limited English proficiency (LEP) (42 USC § 2000d).

331.1.1 DEFINITIONS

Definitions related to this policy include:

Authorized interpreter - A person who has been screened and authorized by the Department to act as an interpreter and/or translator for others.

Interpret or interpretation - The act of listening to a communication in one language (source language) and orally converting it to another language (target language), while retaining the same meaning.

Limited English proficient (LEP) - Any individual whose primary language is not English and who has a limited ability to read, write, speak or understand English. These individuals may be competent in certain types of communication (e.g., speaking or understanding) but still be LEP for other purposes (e.g., reading or writing). Similarly, LEP designations are context-specific; an individual may possess sufficient English language skills to function in one setting but these skills may be insufficient in other situations.

Qualified bilingual member - A member of the Emmett Police Department, designated by the Department, who has the ability to communicate fluently, directly and accurately in both English and another language. Bilingual members may be fluent enough to communicate in a non-English language but may not be sufficiently fluent to interpret or translate from one language into another.

Translate or translation - The replacement of written text from one language (source language) into an equivalent written text (target language).

331.2 POLICY

It is the policy of the Emmett Police Department to reasonably ensure that LEP individuals have meaningful access to law enforcement services, programs and activities, while not imposing undue burdens on its members.

The Department will not discriminate against or deny any individual access to services, rights or programs based upon national origin or any other protected interest or right.

331.3 LEP COORDINATOR

The Chief of Police shall delegate certain responsibilities to an LEP Coordinator. The LEP Coordinator shall be appointed by, and directly responsible to, the Patrol Supervising Officer or the authorized designee.

The responsibilities of the LEP Coordinator include, but are not limited to:

Emmett Police Department

Emmett PD ID Policy Manual

Limited English Proficiency Services

- (a) Coordinating and implementing all aspects of the Emmett Police Department's LEP services to LEP individuals.
- (b) Developing procedures that will enable members to access LEP services, including telephonic interpreters, and ensuring the procedures are available to all members.
- (c) Ensuring that a list of all qualified bilingual members and authorized interpreters is maintained and available to each Patrol Supervisor and Dispatch Supervisor. The list should include information regarding the following:
 - 1. Languages spoken
 - 2. Contact information
 - 3. Availability
- (d) Ensuring signage stating that interpreters are available free of charge to LEP individuals is posted in appropriate areas and in the most commonly spoken languages.
- (e) Reviewing existing and newly developed documents to determine which are vital documents and should be translated, and into which languages the documents should be translated.
- (f) Annually assessing demographic data and other resources, including contracted language services utilization data and community-based organizations, to determine if there are additional documents or languages that are appropriate for translation.
- (g) Identifying standards and assessments to be used by the Department to qualify individuals as qualified bilingual members or authorized interpreters.
- (h) Periodically reviewing efforts of the Department in providing meaningful access to LEP individuals, and, as appropriate, developing reports, new procedures, or recommending modifications to this policy.
- (i) Receiving and responding to complaints regarding department LEP services.
- (j) Ensuring appropriate processes are in place to provide for the prompt and equitable resolution of complaints and inquiries regarding discrimination in access to department services, programs and activities.

331.4 FOUR-FACTOR ANALYSIS

Since there are many different languages that members could encounter, the Department will utilize the four-factor analysis outlined in the U.S. Department of Justice (DOJ) Guidance to Federal Financial Assistance Recipients, available at the DOJ website, to determine which measures will provide meaningful access to its services and programs. It is recognized that law enforcement contacts and circumstances will vary considerably. This analysis, therefore, must remain flexible and will require an ongoing balance of four factors, which are:

Emmett Police Department

Emmett PD ID Policy Manual

Limited English Proficiency Services

- (a) The number or proportion of LEP individuals eligible to be served or likely to be encountered by department members, or who may benefit from programs or services within the jurisdiction of the Department or a particular geographic area.
- (b) The frequency with which LEP individuals are likely to come in contact with department members, programs or services.
- (c) The nature and importance of the contact, program, information or service provided.
- (d) The cost of providing LEP assistance and the resources available.

331.5 TYPES OF LEP ASSISTANCE AVAILABLE

Emmett Police Department members should never refuse service to an LEP individual who is requesting assistance, nor should they require an LEP individual to furnish an interpreter as a condition for receiving assistance. The Department will make every reasonable effort to provide meaningful and timely assistance to LEP individuals through a variety of services.

The Department will utilize all reasonably available tools, such as language identification cards, when attempting to determine an LEP individual's primary language.

LEP individuals may choose to accept department-provided LEP services at no cost or they may choose to provide their own.

Department-provided LEP services may include, but are not limited to, the assistance methods described in this policy.

331.6 WRITTEN FORMS AND GUIDELINES

Vital documents or those that are frequently used should be translated into languages most likely to be encountered. The LEP Coordinator will arrange to make these translated documents available to members and other appropriate individuals, as necessary.

331.7 AUDIO RECORDINGS

The Department may develop audio recordings of important or frequently requested information in a language most likely to be understood by those LEP individuals who are representative of the community being served.

331.8 QUALIFIED BILINGUAL MEMBERS

Bilingual members may be qualified to provide LEP services when they have demonstrated through established department procedures a sufficient level of skill and competence to fluently communicate in both English and a non-English language. Members utilized for LEP services must demonstrate knowledge of the functions of an interpreter/translator and the ethical issues involved when acting as a language conduit. Additionally, bilingual members must be able to communicate technical and law enforcement terminology, and be sufficiently proficient in the non-English language to perform complicated tasks, such as conducting interrogations, taking statements, collecting evidence or conveying rights or responsibilities.

Emmett Police Department

Emmett PD ID Policy Manual

Limited English Proficiency Services

When a qualified bilingual member from this department is not available, personnel from other City departments, who have been identified by the Department as having the requisite skills and competence, may be requested.

331.9 AUTHORIZED INTERPRETERS

Any person designated by the Department to act as an authorized interpreter and/or translator must have demonstrated competence in both English and the involved non-English language, must have an understanding of the functions of an interpreter that allows for correct and effective translation, and should not be a person with an interest in the department case or investigation involving the LEP individual. A person providing interpretation or translation services may be required to establish the accuracy and trustworthiness of the interpretation or translation in a court proceeding.

Authorized interpreters must pass a screening process established by the LEP Coordinator which demonstrates that their skills and abilities include:

- (a) The competence and ability to communicate information accurately in both English and in the target language.
- (b) Knowledge, in both languages, of any specialized terms or concepts peculiar to this department and of any particularized vocabulary or phraseology used by the LEP individual.
- (c) The ability to understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.
- (d) Knowledge of the ethical issues involved when acting as a language conduit.

331.9.1 SOURCES OF AUTHORIZED INTERPRETERS

The Department may contract with authorized interpreters who are available over the telephone. Members may use these services with the approval of a supervisor and in compliance with established procedures.

Other sources may include:

- Qualified bilingual members of this department or personnel from other City departments.
- Individuals employed exclusively to perform interpretation services.
- Contracted in-person interpreters, such as state or federal court interpreters, among others.
- Interpreters from other agencies who have been qualified as interpreters by this department, and with whom the Department has a resource-sharing or other arrangement that they will interpret according to department guidelines.

Emmett Police Department

Emmett PD ID Policy Manual

Limited English Proficiency Services

331.9.2 COMMUNITY VOLUNTEERS AND OTHER SOURCES OF LANGUAGE ASSISTANCE

Language assistance may be available from community volunteers who have demonstrated competence in either monolingual (direct) communication and/or in interpretation or translation (as noted in above), and have been approved by the Department to communicate with LEP individuals.

Where qualified bilingual members or other authorized interpreters are unavailable to assist, approved community volunteers who have demonstrated competence may be called upon when appropriate. However, department members must carefully consider the nature of the contact and the relationship between the LEP individual and the volunteer to ensure that the volunteer can provide neutral and unbiased assistance.

While family or friends of an LEP individual may offer to assist with communication or interpretation, members should carefully consider the circumstances before relying on such individuals. For example, children should not be relied upon except in exigent or very informal and non-confrontational situations.

331.10 CONTACT AND REPORTING

While all law enforcement contacts, services and individual rights are important, this department will utilize the four-factor analysis to prioritize service to LEP individuals so that such services may be targeted where they are most needed, according to the nature and importance of the particular law enforcement activity involved.

Whenever any member of this department is required to complete a report or other documentation, and interpretation services are provided to any involved LEP individual, such services should be noted in the related report. Members should document the type of interpretation services utilized and whether the individual elected to use services provided by the Department or some other identified source.

331.11 RECEIVING AND RESPONDING TO REQUESTS FOR ASSISTANCE

The Emmett Police Department will take reasonable steps and will work with the Personnel Department to develop in-house language capacity by hiring or appointing qualified members proficient in languages representative of the community being served.

331.11.1 EMERGENCY CALLS TO 9-1-1

Department members will make every reasonable effort to promptly accommodate LEP individuals utilizing 9-1-1 lines. When a 9-1-1 call-taker receives a call and determines that the caller is an LEP individual, the call-taker shall quickly determine whether sufficient information can be obtained to initiate an appropriate emergency response. If language assistance is still needed, the language is known and a qualified bilingual member is available in Dispatch, the call shall immediately be handled by the qualified bilingual member.

If a qualified bilingual member is not available or the call-taker is unable to identify the caller's language, the call-taker will contact the contracted telephone interpretation service and establish a three-way call between the call-taker, the LEP individual and the interpreter.

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Dispatchers will make every reasonable effort to dispatch a qualified bilingual member to the assignment, if available and appropriate.

While 9-1-1 calls shall receive top priority, reasonable efforts should also be made to accommodate LEP individuals seeking routine access to services and information by utilizing the resources listed in this policy.

331.12 FIELD ENFORCEMENT

Field enforcement will generally include such contacts as traffic stops, pedestrian stops, serving warrants and restraining orders, crowd/traffic control and other routine field contacts that may involve LEP individuals. The scope and nature of these activities and contacts will inevitably vary. Members and/or supervisors must assess each situation to determine the need and availability of language assistance to all involved LEP individuals and utilize the methods outlined in this policy to provide such assistance.

Although not every situation can be addressed in this policy, it is important that members are able to effectively communicate the reason for a contact, the need for information and the meaning or consequences of any enforcement action. For example, it would be meaningless to request consent to search if the officer is unable to effectively communicate with an LEP individual.

If available, officers should obtain the assistance of a qualified bilingual member or an authorized interpreter before placing an LEP individual under arrest.

331.13 INVESTIGATIVE FIELD INTERVIEWS

In any situation where an interview may reveal information that could be used as the basis for arrest or prosecution of an LEP individual and a qualified bilingual member is unavailable or lacks the skills to directly communicate with the LEP individual, an authorized interpreter should be used. This includes interviews conducted during an investigation with victims, witnesses and suspects. In such situations, audio recordings of the interviews should be made when reasonably possible. Identification and contact information for the interpreter (e.g., name, address) should be documented so that the person can be subpoenaed for trial if necessary.

If an authorized interpreter is needed, officers should consider calling for an authorized interpreter in the following order:

- An authorized department member or allied agency interpreter
- An authorized telephone interpreter
- Any other authorized interpreter

Any *Miranda* warnings shall be provided to suspects in their primary language by an authorized interpreter or, if the suspect is literate, by providing a translated *Miranda* warning card.

The use of an LEP individual's bilingual friends, family members, children, neighbors or bystanders may be used only when a qualified bilingual member or authorized interpreter is unavailable and there is an immediate need to interview an LEP individual.

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331.14 CUSTODIAL INTERROGATIONS

Miscommunication during custodial interrogations may have a substantial impact on the evidence presented in a criminal prosecution. Only qualified bilingual members or, if none is available or appropriate, authorized interpreters shall be used during custodial interrogations. *Miranda* warnings shall be provided to suspects in their primary language by the qualified bilingual member or an authorized interpreter.

In order to ensure that translations during custodial interrogations are accurately documented and are admissible as evidence, interrogations should be recorded whenever reasonably possible. See guidance on recording custodial interrogations in the Investigation and Prosecution Policy.

331.15 BOOKINGS

When gathering information during the booking process, members should remain alert to the impediments that language barriers can create. In the interest of the arrestee's health and welfare, the safety and security of the facility, and to protect individual rights, it is important that accurate medical screening and booking information be obtained. Members should seek the assistance of a qualified bilingual member whenever there is concern that accurate information cannot be obtained or that booking instructions may not be properly understood by an LEP individual.

331.16 COMPLAINTS

The Department shall ensure that LEP individuals who wish to file a complaint regarding members of this department are able to do so. The Department may provide an authorized interpreter or translated forms, as appropriate. Complaints will be referred to the LEP Coordinator.

Investigations into such complaints shall be handled in accordance with the Personnel Complaints Policy. Authorized interpreters used for any interview with an LEP individual during an investigation should not be members of this department.

Any notice required to be sent to an LEP individual as a complaining party pursuant to the Personnel Complaints Policy should be translated or otherwise communicated in a language-accessible manner.

331.17 COMMUNITY OUTREACH

Community outreach programs and other such services offered by this department are important to the ultimate success of more traditional law enforcement duties. This department will continue to work with community groups, local businesses and neighborhoods to provide equal access to such programs and services.

331.18 TRAINING

To ensure that all members who may have contact with LEP individuals are properly trained, the Department will provide periodic training on this policy and related procedures, including how to access department-authorized telephonic and in-person interpreters and other available resources.

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The Administrative Sergeant shall be responsible for ensuring new members receive LEP training. Those who may have contact with LEP individuals should receive refresher training at least once every two years thereafter. The Administrative Sergeant shall maintain records of all LEP training provided, and will retain a copy in each member's training file in accordance with established records retention schedules.

331.18.1 TRAINING FOR AUTHORIZED INTERPRETERS

All members on the authorized interpreter list must successfully complete prescribed interpreter training. To complete interpreter training successfully, an interpreter must demonstrate proficiency in and ability to communicate information accurately in both English and in the target language, demonstrate knowledge in both languages of any specialized terms or phraseology, and understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.

Members on the authorized interpreter list must receive refresher training annually or they will be removed from the authorized interpreter list. This annual training should include language skills competency (including specialized terminology) and ethical considerations.

The Administrative Sergeant shall be responsible for coordinating the annual refresher training and will maintain a record of all training the interpreters have received.

Communications with Persons with Disabilities

332.1 PURPOSE AND SCOPE

This policy provides guidance to members when communicating with individuals with disabilities, including those who are deaf or hard of hearing, have impaired speech or vision, or are blind.

332.1.1 DEFINITIONS

Definitions related to this policy include:

Auxiliary aids - Tools used to communicate with people who have a disability or impairment. They include but are not limited to the use of gestures or visual aids to supplement oral communication; a notepad and pen or pencil to exchange written notes; a computer or typewriter; an assistive listening system or device to amplify sound; a teletypewriter (TTY) or videophones (video relay service or VRS); taped text; qualified readers or a qualified interpreter.

Disability or impairment - A physical or mental impairment that substantially limits a major life activity, including hearing or seeing, regardless of whether the disabled person uses assistive or adaptive devices or auxiliary aids. Individuals who wear ordinary eyeglasses or contact lenses are not considered to have a disability (42 USC § 12102).

Qualified interpreter - A person who is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include oral interpreters, transliterators, sign language interpreters, and intermediary interpreters. Qualified interpreters should be licensed as required by Idaho Code 54-2904.

332.2 POLICY

It is the policy of the Emmett Police Department to reasonably ensure that people with disabilities, including victims, witnesses, suspects, and arrestees, have equal access to law enforcement services, programs, and activities. Members must make efforts to communicate effectively with individuals with disabilities.

The Department will not discriminate against or deny any individual access to services, rights, or programs based upon disabilities.

332.3 AMERICANS WITH DISABILITIES (ADA) COORDINATOR

The Chief of Police shall delegate certain responsibilities to an ADA Coordinator (28 CFR 35.107). The ADA Coordinator shall be appointed by and directly responsible to the Patrol Supervising Officer or the authorized designee.

The responsibilities of the ADA Coordinator shall include but not be limited to:

- (a) Working with the City ADA coordinator regarding the Emmett Police Department's efforts to ensure equal access to services, programs, and activities.
- (b) Developing reports or new procedures or recommending modifications to this policy.

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- (c) Acting as a liaison with local disability advocacy groups or other disability groups regarding access to department services, programs, and activities.
- (d) Ensuring that a list of qualified interpreter services is maintained and available to each Patrol Team Supervisor and Dispatch Supervisor. The list should include information regarding:
 - 1. Contact information.
 - 2. Availability.
- (e) Developing procedures that will enable members to access auxiliary aids or services, including qualified interpreters, and ensure the procedures are available to all members.
- (f) Ensuring signage is posted in appropriate areas, indicating that auxiliary aids are available free of charge to people with disabilities.
- (g) Ensuring appropriate processes are in place to provide for the prompt and equitable resolution of complaints and inquiries regarding discrimination in access to department services, programs, and activities.

332.4 FACTORS TO CONSIDER

Because the nature of any law enforcement contact may vary substantially from one situation to the next, members of this department should consider all information reasonably available to them when determining how to communicate with an individual with a disability. Members should carefully balance all known factors in an effort to reasonably ensure people who are disabled have equal access to services, programs, and activities. These factors may include but are not limited to:

- (a) Members should not always assume that effective communication is being achieved. The fact that an individual appears to be nodding in agreement does not always mean he/she completely understands the message. When there is any doubt, members should ask the individual to communicate back or otherwise demonstrate their understanding.
- (b) The nature of the disability (e.g., deafness or blindness vs. hard of hearing or low vision).
- (c) The nature of the law enforcement contact (e.g., emergency vs. non-emergency, custodial vs. consensual contact).
- (d) The availability of auxiliary aids. The fact that a particular aid is not available does not eliminate the obligation to reasonably ensure access. However, in an emergency, availability may factor into the type of aid used.

332.5 INITIAL AND IMMEDIATE CONSIDERATIONS

Recognizing that various law enforcement encounters may be potentially volatile and/or emotionally charged, members should remain alert to the possibility of communication problems.

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Members should exercise special care in the use of all gestures, and verbal and written communication to minimize initial confusion and misunderstanding when dealing with any individual with known or suspected disabilities.

In a non-emergency situation, when a member knows or suspects an individual requires assistance to effectively communicate, the member shall identify the individual's choice of auxiliary aid or service.

The individual's preferred communication method must be honored unless another effective method of communication exists under the circumstances (28 CFR 35.160).

Factors to consider when determining whether an alternative method is effective include:

- (a) The methods of communication usually used by the individual.
- (b) The nature, length, and complexity of the communication involved.
- (c) The context of the communication.

In emergency situations involving an imminent threat to the safety or welfare of any person, members may use whatever auxiliary aids and services that reasonably appear effective under the circumstances. This may include, for example, exchanging written notes or using the services of a person who knows sign language but is not a qualified interpreter, even if the person who is deaf or hard of hearing would prefer a qualified sign language interpreter or another appropriate auxiliary aid or service. Once the emergency has ended, the continued method of communication should be reconsidered. The member should inquire as to the individual's preference and give primary consideration to that preference.

If an individual who is deaf, hard of hearing, or has impaired speech must be handcuffed while in the custody of the Emmett Police Department, consideration should be given, safety permitting, to placing the handcuffs in the front of the body to facilitate communication using sign language or writing.

332.6 TYPES OF ASSISTANCE AVAILABLE

Emmett Police Department members shall never refuse to assist an individual with disabilities who is requesting assistance. The Department will not charge anyone to receive auxiliary aids, nor shall they require anyone to furnish their own auxiliary aid or service as a condition for receiving assistance. The Department will make every reasonable effort to provide equal access and timely assistance to individuals who are disabled through a variety of services.

A person who is disabled may choose to accept department-provided auxiliary aids or services or they may choose to provide their own.

Department-provided auxiliary aids or services may include, but are not limited to, the assistance methods described in this policy.

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332.7 AUDIO RECORDINGS AND ENLARGED PRINT

The Department may develop audio recordings to assist people who are blind or have a visual impairment with accessing important information. If such a recording is not available, members may read aloud from the appropriate form, for example a personnel complaint form, or provide forms with enlarged print.

332.8 QUALIFIED INTERPRETERS

A qualified interpreter may be needed in lengthy or complex transactions (e.g., interviewing a victim, witness, suspect or arrestee), if the individual to be interviewed normally relies on sign language or speechreading (lip-reading) to understand what others are saying. The qualified interpreter should not be a person with an interest in the case or the investigation. A person providing interpretation services may be required to establish the accuracy and trustworthiness of the interpretation in a court proceeding.

Qualified interpreters should be:

- (a) Available within a reasonable amount of time but in no event longer than one hour if requested.
- (b) Experienced in providing interpretation services related to law enforcement matters.
- (c) Familiar with the use of VRS and/or video remote interpreting services.
- (d) Certified in either American Sign Language (ASL) or Signed English (SE).
- (e) Able to understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.
- (f) Knowledgeable of the ethical issues involved when providing interpreter services.

Members should use department-approved procedures to request a qualified interpreter at the earliest reasonable opportunity, and generally not more than 15 minutes after a request for an interpreter has been made or it is reasonably apparent that an interpreter is needed. No individual who is disabled shall be required to provide his/her own interpreter (28 CFR 35.160).

332.9 TTY AND RELAY SERVICES

In situations where an individual without a disability would have access to a telephone (e.g., booking or attorney contacts), members must also provide those who are deaf, hard of hearing or have impaired speech the opportunity to place calls using an available TTY (also known as a telecommunications device for deaf people, or TDD). Members shall provide additional time, as needed, for effective communication due to the slower nature of TTY and TDD communications.

The Department will accept all TTY or TDD calls placed by those who are deaf or hard of hearing and received via a telecommunications relay service (28 CFR 35.162).

Note that relay services translate verbatim, so the conversation must be conducted as if speaking directly to the caller.

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332.10 COMMUNITY VOLUNTEERS

Interpreter services may be available from community volunteers who have demonstrated competence in communication services, such as ASL or SE, and have been approved by the Department to provide interpreter services.

Where qualified interpreters are unavailable to assist, approved community volunteers who have demonstrated competence may be called upon when appropriate. However, department members must carefully consider the nature of the contact and the relationship between the individual with the disability and the volunteer to ensure that the volunteer can provide neutral and unbiased assistance.

332.11 FAMILY AND FRIENDS

While family or friends may offer to assist with interpretation, members should carefully consider the circumstances before relying on such individuals. The nature of the contact and relationship between the individual with the disability and the person offering services must be carefully considered (e.g., victim/suspect).

Children shall not be relied upon except in emergency or critical situations when there is no qualified interpreter reasonably available.

Adults may be relied upon when (28 CFR 35.160):

- (a) There is an emergency or critical situation and there is no qualified interpreter reasonably available.
- (b) The individual with the disability requests that the adult interpret or facilitate communication and the adult agrees to provide such assistance, and reliance on that adult for such assistance is reasonable under the circumstances.

332.12 REPORTING

Whenever any member of this department is required to complete a report or other documentation, and communication assistance has been provided, such services should be noted in the related report. Members should document the type of communication services utilized and whether the individual elected to use services provided by the Department or some other identified source. If the individual's express preference is not honored, the member must document why another method of communication was used.

All written communications exchanged in a criminal case shall be attached to the report or placed into evidence.

332.13 FIELD ENFORCEMENT

Field enforcement will generally include such contacts as traffic stops, pedestrian stops, serving warrants and restraining orders, crowd/traffic control and other routine field contacts that may involve individuals with disabilities. The scope and nature of these activities and contacts will inevitably vary.

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The Department recognizes that it would be virtually impossible to provide immediate access to complete communication services to every member of this department. Members and/or supervisors must assess each situation and consider the length, complexity and importance of the communication, as well as the individual's preferred method of communication, when determining the type of resources to use and whether a qualified interpreter is needed.

Although not every situation can be addressed in this policy, it is important that members are able to effectively communicate the reason for a contact, the need for information and the meaning or consequences of any enforcement action. For example, it would be meaningless to verbally request consent to search if the officer is unable to effectively communicate with an individual who is deaf or hard of hearing and requires communications assistance.

If available, officers should obtain the assistance of a qualified interpreter before placing an individual with a disability under arrest. Individuals who are arrested and are assisted by service animals should be permitted to make arrangements for the care of such animals prior to transport.

332.13.1 FIELD RESOURCES

Examples of methods that may be sufficient for transactions, such as checking a license or giving directions to a location or for urgent situations such as responding to a violent crime in progress, may, depending on the circumstances, include such simple things as:

- (a) Hand gestures or visual aids with an individual who is deaf, hard of hearing, or has impaired speech.
- (b) Exchange of written notes or communications.
- (c) Verbal communication with an individual who can speechread by facing the individual and speaking slowly and clearly.
- (d) Use of computer, word processing, personal communication device, or similar device to exchange texts or notes.
- (e) Slowly and clearly speaking or reading simple terms to individuals who have a visual or mental impairment.

Members should be aware that these techniques may not provide effective communication as required by law and this policy depending on the circumstances.

332.14 CUSTODIAL INTERROGATIONS

In an effort to ensure that the rights of individuals who are deaf, hard of hearing or have speech impairment are protected during a custodial interrogation, this department will provide interpreter services before beginning an interrogation, unless exigent circumstances exist or the individual has made a clear indication that he/she understands the process and desires to proceed without an interpreter. The use of a video remote interpreting service should be considered, where appropriate, if a live interpreter is not available. *Miranda* warnings shall be provided to suspects who are deaf or hard of hearing by a qualified interpreter or by providing a written *Miranda* warning card.

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In order to ensure that communications during custodial investigations are accurately documented and are admissible as evidence, interrogations should be recorded whenever reasonably possible. See guidance on recording custodial interrogations in the Investigation and Prosecution Policy.

332.15 ARRESTS AND BOOKINGS

If an individual with speech or hearing disabilities is arrested, the arresting officer shall use department-approved procedures to provide a qualified interpreter at the place of arrest or booking as soon as reasonably practicable, unless the individual indicates that he/she prefers a different auxiliary aid or service or the officer reasonably determines another effective method of communication exists under the circumstances.

When gathering information during the booking process, members should remain alert to the impediments that often exist when communicating with those who are deaf, hard of hearing, who have impaired speech or vision, are blind, or have other disabilities. In the interest of the arrestee's health and welfare, the safety and security of the facility and to protect individual rights, it is important that accurate medical screening and booking information be obtained. If necessary, members should seek the assistance of a qualified interpreter whenever there is concern that accurate information cannot be obtained or that booking instructions may not be properly understood by the individual.

Individuals who require and possess personally owned communication aids (e.g., hearing aids, cochlear processors) should be permitted to retain them while in custody.

332.16 COMPLAINTS

The Department shall ensure that individuals with disabilities who wish to file a complaint regarding members of this department are able to do so. The Department may provide a qualified interpreter or forms in enlarged print, as appropriate. Complaints will be referred to the department ADA Coordinator.

Investigations into such complaints shall be handled in accordance with the Personnel Complaints Policy. Qualified interpreters used during the investigation of a complaint should not be members of this Department.

332.17 COMMUNITY OUTREACH

Community outreach programs and other such services offered by this department are important to the ultimate success of more traditional law enforcement duties. This department will continue to work with community groups, local businesses and neighborhoods to provide equal access to such programs and services.

332.18 TRAINING

To ensure that all members who may have contact with individuals who are disabled are properly trained, the Department will provide periodic training that should include:

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- (a) Awareness and understanding of this policy and related procedures, related forms, and available resources.
- (b) Procedures for accessing qualified interpreters and other available resources.
- (c) Working with in-person and telephone interpreters and related equipment.

The Administrative Sergeant shall be responsible for ensuring new members receive training related to interacting with individuals who have disabilities, including individuals who are deaf, hard of hearing, who have impaired speech or vision, or are blind. Those who may have contact with such individuals should receive refresher training at least once every two years thereafter. The Administrative Sergeant shall maintain records of all training provided and will retain a copy in each member's training file in accordance with established records retention schedules.

332.18.1 CALL-TAKER TRAINING

Emergency call-takers shall be trained in the use of TTY equipment protocols for communicating with individuals who are deaf, hard of hearing, or who have speech impairments. Such training and information should include:

- (a) The requirements of the ADA and Section 504 of the Rehabilitation Act for telephone emergency service providers.
- (b) ASL syntax and accepted abbreviations.
- (c) Practical instruction on identifying and processing TTY or TDD calls, including the importance of recognizing silent TTY or TDD calls and using proper syntax, abbreviations, and protocol when responding to TTY or TDD calls.
- (d) Hands-on experience in TTY and TDD communications, including identification of TTY or TDD tones.

Training should be mandatory for all Dispatch members who may have contact with individuals from the public who are deaf, hard of hearing, or have impaired speech. Refresher training should occur every six months.

Biological Samples

333.1 PURPOSE AND SCOPE

This policy provides guidelines for the collection of biological samples from those individuals required to provide samples upon conviction for certain offenses. This policy does not apply to biological samples collected at a crime scene or taken from a person in conjunction with a criminal investigation. Nor does it apply to biological samples collected from those required to register, for example, as sex offenders.

333.2 POLICY

The Emmett Police Department will assist in the expeditious collection of required biological samples from offenders in accordance with the laws of this state and with as little reliance on force as practicable.

333.3 PERSONS SUBJECT TO BIOLOGICAL SAMPLE COLLECTION

All adults and juveniles who have been tried as adults who are convicted of, or plead guilty to, any felony crime, or the attempt to commit any felony crime or any crime that requires sex offender registration are required to submit a biological sample (Idaho Code 19-5506).

333.4 PROCEDURE

When an individual is required to provide a biological sample, a trained employee shall attempt to obtain the sample in accordance with this policy.

333.4.1 COLLECTION

The following steps should be taken to collect a sample:

- (a) Verify that the individual is required to provide a sample pursuant to Idaho Code 19-5506.
- (b) Verify that a biological sample has not been previously collected from the offender by querying Idaho State Police Forensic Services DNA database. There is no need to obtain a biological sample if one has been previously obtained in this jurisdiction (Idaho Code 19-5506).
- (c) Use the designated Bureau of Forensic Services collection kit and follow the instructions attached to the kit to perform the collection, taking steps to avoid cross contamination.

333.5 USE OF FORCE TO OBTAIN SAMPLES

If a person refuses to cooperate with the sample collection process, officers should attempt to identify the reason for refusal and seek voluntary compliance without resorting to using force. Force will not be used in the collection of samples except as authorized by court order or approval

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of legal counsel and only with the approval of a supervisor. Methods to consider when seeking voluntary compliance include contacting:

- (a) The person's parole or probation officer when applicable.
- (b) The prosecuting attorney to seek additional charges against the person for failure to comply or to otherwise bring the refusal before a judge (Idaho Code 19-5512).
- (c) The judge at the person's next court appearance.
- (d) The person's attorney.
- (e) A chaplain.
- (f) Another custody facility with additional resources, where an arrestee can be transferred to better facilitate sample collection.
- (g) A supervisor who may be able to authorize custodial disciplinary actions to compel compliance, if any are available.

The supervisor shall review and approve any plan to use force and be present to document the process.

333.5.1 VIDEO RECORDING

A video recording should be made any time force is used to obtain a biological sample. The recording should document all staff participating in the process, in addition to the methods and all force used during the collection. The recording should be part of the investigation file, if any, or otherwise retained in accordance with the department's records retention schedule.

Chaplains

334.1 PURPOSE AND SCOPE

This policy establishes the guidelines for Emmett Police Department chaplains to provide counseling or emotional support to members of the Department, their families and members of the public.

334.2 POLICY

The Emmett Police Department shall ensure that department chaplains are properly appointed, trained and supervised to carry out their responsibilities without financial compensation.

334.3 ELIGIBILITY

Requirements for participation as a chaplain for the Department may include, but are not limited to:

- (a) Being above reproach, temperate, prudent, respectable, hospitable, able to teach, be free from addiction to alcohol or other drugs, and excessive debt.
- (b) Managing their households, families and personal affairs well.
- (c) Having a good reputation in the community.
- (d) Successful completion of an appropriate-level background investigation.
- (e) A minimum of five years of successful counseling experience.
- (f) Possession of a valid driver license.

The Chief of Police may apply exceptions for eligibility based on organizational needs and the qualifications of the individual.

334.4 RECRUITMENT, SELECTION AND APPOINTMENT

Chaplains should be recruited on a continuous and ongoing basis consistent with department policy on equal opportunity and nondiscriminatory employment. A primary qualification for participation in the application process should be an interest in and an ability to assist the Department in serving the public. Chaplain candidates are encouraged to participate in ride-alongs with department members before and during the selection process.

334.4.1 SELECTION AND APPOINTMENT

Chaplain candidates shall successfully complete the following process prior to appointment as a chaplain:

- (a) Submit the appropriate written application.
- (b) Include a recommendation from employers or volunteer programs.
- (c) Interview with the Chief of Police and the chaplain coordinator.
- (d) Successfully complete an appropriate-level background investigation.
- (e) Complete an appropriate probationary period as designated by the Chief of Police.

Chaplains

Chaplains are volunteers and serve at the discretion of the Chief of Police. Chaplains shall have no property interest in continued appointment. However, if a chaplain is removed for alleged misconduct, the chaplain will be afforded an opportunity solely to clear his/her name through a liberty interest hearing, which shall be limited to a single appearance before the Chief of Police or the authorized designee.

334.5 IDENTIFICATION AND UNIFORMS

As representatives of the Department, chaplains are responsible for presenting a professional image to the community. Chaplains shall dress appropriately for the conditions and performance of their duties. Uniforms and necessary safety equipment will be provided for each chaplain. Identification symbols worn by chaplains shall be different and distinct from those worn by officers through the inclusion of "Chaplain" on the uniform and not reflect any religious affiliation.

Chaplains will be issued Emmett Police Department identification cards, which must be carried at all times while on-duty. The identification cards will be the standard Emmett Police Department identification cards, with the exception that "Chaplain" will be indicated on the cards. Chaplains shall be required to return any issued uniforms or department property at the termination of service.

Chaplains shall conform to all uniform regulations and appearance standards of this department.

334.6 CHAPLAIN COORDINATOR

The Chief of Police shall delegate certain responsibilities to a chaplain coordinator. The coordinator shall be appointed by and directly responsible to the Administration Supervising Officer or the authorized designee.

The chaplain coordinator shall serve as the liaison between the chaplains and the Chief of Police. The function of the coordinator is to provide a central coordinating point for effective chaplain management within the Department, and to direct and assist efforts to jointly provide more productive chaplain services. Under the general direction of the Chief of Police or the authorized designee, chaplains shall report to the chaplain coordinator and/or Patrol Team Supervisor.

The chaplain coordinator may appoint a senior chaplain or other designee to assist in the coordination of chaplains and their activities.

The responsibilities of the coordinator or the authorized designee include, but are not limited to:

- (a) Recruiting, selecting and training qualified chaplains.
- (b) Conducting chaplain meetings.
- (c) Establishing and maintaining a chaplain callout roster.
- (d) Maintaining records for each chaplain.
- (e) Tracking and evaluating the contribution of chaplains.
- (f) Maintaining a record of chaplain schedules and work hours.

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- (g) Completing and disseminating, as appropriate, all necessary paperwork and information.
- (h) Planning periodic recognition events.
- (i) Maintaining liaison with other agency chaplain coordinators.

An evaluation of the overall use of chaplains will be conducted on an annual basis by the coordinator.

334.7 DUTIES AND RESPONSIBILITIES

Chaplains assist the Department, its members and the community, as needed. Assignments of chaplains will usually be to augment the Patrol Division. Chaplains may be assigned to other areas within the Department as needed. Chaplains should be placed only in assignments or programs that are consistent with their knowledge, skills, abilities and the needs of the Department.

All chaplains will be assigned to duties by the chaplain coordinator or the authorized designee.

Chaplains may not proselytize or attempt to recruit members of the Department or the public into a religious affiliation while representing themselves as chaplains with this department. If there is any question as to the receiving person's intent, chaplains should verify that the person is desirous of spiritual counseling or guidance before engaging in such discussion.

Chaplains may not accept gratuities for any service or any subsequent actions or follow-up contacts that were provided while functioning as a chaplain for the Emmett Police Department.

334.7.1 COMPLIANCE

Chaplains are volunteer members of this department, and except as otherwise specified within this policy, are required to comply with the Volunteer Program Policy and other applicable policies.

334.7.2 OPERATIONAL GUIDELINES

- (a) Chaplains will be scheduled to be on-call for a period of seven consecutive days during each month, beginning on Monday and ending on the following Sunday.
- (b) Generally, each chaplain will serve with Emmett Police Department personnel a minimum of eight hours per month.
- (c) At the end of each watch the chaplain will complete a chaplain shift report and submit it to the Chief of Police or the authorized designee.
- (d) Chaplains shall be permitted to ride with officers during any shift and observe Emmett Police Department operations, provided the Patrol Team Supervisor has been notified and has approved the activity.
- (e) Chaplains shall not be evaluators of members of the Department.
- (f) In responding to incidents, a chaplain shall never function as an officer.
- (g) When responding to in-progress calls for service, chaplains may be required to stand-by in a secure area until the situation has been deemed safe.

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- (h) Chaplains shall serve only within the jurisdiction of the Emmett Police Department unless otherwise authorized by the Chief of Police or the authorized designee.
- (i) Each chaplain shall have access to current department member rosters, addresses, telephone numbers, duty assignments and other information that may assist in his/her duties. Such information will be considered confidential and each chaplain will exercise appropriate security measures to prevent distribution of the data.

334.7.3 ASSISTING DEPARTMENT MEMBERS

The responsibilities of a chaplain related to department members include, but are not limited to:

- (a) Assisting in making notification to families of members who have been seriously injured or killed and, after notification, responding to the hospital or home of the member.
- (b) Visiting sick or injured members in the hospital or at home.
- (c) Attending and participating, when requested, in funerals of active or retired members.
- (d) Serving as a resource for members when dealing with the public in incidents, such as accidental deaths, suicides, suicidal subjects, serious accidents, drug and alcohol abuse and other such situations that may arise.
- (e) Providing counseling and support for members and their families.
- (f) Being alert to the needs of members and their families.

334.7.4 ASSISTING THE DEPARTMENT

The responsibilities of a chaplain related to this department include, but are not limited to:

- (a) Assisting members in the diffusion of a conflict or incident, when requested.
- (b) Responding to natural and accidental deaths, suicides and attempted suicides, family disturbances and any other incident that in the judgment of the Patrol Team Supervisor or supervisor aids in accomplishing the mission of the Department.
- (c) Responding to all major disasters, such as natural disasters, bombings and similar critical incidents.
- (d) Being on-call and, if possible, on-duty during major demonstrations or any public function that requires the presence of a large number of department members.
- (e) Attending department and academy graduations, ceremonies and social events and offering invocations and benedictions, as requested.
- (f) Participating in in-service training classes.
- (g) Willingness to train others to enhance the effectiveness of the Department.

334.7.5 ASSISTING THE COMMUNITY

The duties of a chaplain related to the community include, but are not limited to:

- (a) Fostering familiarity with the role of law enforcement in the community.
- (b) Providing an additional link between the community, other chaplain coordinators and the Department.

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Chaplains

- (c) Providing liaison with various civic, business and religious organizations.
- (d) Promptly facilitating requests for representatives or leaders of various denominations.
- (e) Assisting the community in any other function as needed or requested.

Making referrals in cases where specialized attention is needed or in cases that are beyond the chaplain's ability to assist.

334.7.6 CHAPLAIN MEETINGS

All chaplains are required to attend scheduled meetings. Any absences must be satisfactorily explained to the chaplain coordinator.

334.8 PRIVILEGED COMMUNICATIONS

No person who provides chaplain services to members of the Department may work or volunteer for the Emmett Police Department in any capacity other than that of chaplain.

Department chaplains shall be familiar with state evidentiary laws and rules pertaining to the limits of the clergy-penitent, psychotherapist-patient and other potentially applicable privileges and shall inform members when it appears reasonably likely that the member is discussing matters that are not subject to privileged communications. In such cases, the chaplain should consider referring the member to a non-department counseling resource.

No chaplain shall provide counsel to or receive confidential communications from any Emmett Police Department member concerning an incident personally witnessed by the chaplain or concerning an incident involving the chaplain.

334.9 TRAINING

The Department will establish a minimum number of training hours and standards for department chaplains. The training, as approved by the Administrative Sergeant, may include:

- Stress management
- Death notifications
- Symptoms of post-traumatic stress
- Burnout for members of law enforcement and chaplains
- Legal liability and confidentiality
- Ethics
- Responding to crisis situations
- The law enforcement family
- Substance abuse
- Suicide
- Officer injury or death

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Chaplains

- Sensitivity and diversity

Child and Vulnerable Adult Safety

336.1 PURPOSE AND SCOPE

This policy provides guidelines to ensure that children and vulnerable adults are not left without appropriate care in the event their caregiver or guardian is arrested or otherwise prevented from providing care due to actions taken by members of this department.

This policy does not address the actions to be taken during the course of a child abuse or vulnerable adult investigation. These are covered in the Child Abuse Policy and the Adult Abuse Policy.

336.2 POLICY

It is the policy of this department to mitigate, to the extent reasonably possible, the stressful experience individuals may have when their parent or caregiver is arrested. The Emmett Police Department will endeavor to create a strong, cooperative relationship with local, state and community-based social services to ensure an effective, collaborative response that addresses the needs of those affected, including call-out availability and follow-up responsibilities.

336.3 PROCEDURES DURING AN ARREST

When encountering an arrest or prolonged detention situation, officers should make reasonable attempts to determine if the arrestee is responsible for children or vulnerable adults. In some cases this may be obvious, such as when children or vulnerable adults are present. However, officers should inquire if the arrestee has caregiver responsibilities for any children or vulnerable adults who are without appropriate supervision. The following steps should be taken:

- (a) Inquire about and confirm the location of any children or vulnerable adults.
- (b) Look for evidence of children and vulnerable adults. Officers should be mindful that some arrestees may conceal the fact that they have a dependent for fear the individual may be taken from them.
- (c) Consider inquiring of witnesses, neighbors, friends and relatives of the arrestee as to whether the person is responsible for a child or vulnerable adult.

Whenever reasonably possible, officers should take reasonable steps to accomplish the arrest of a parent, guardian or caregiver out of the presence of his/her child or vulnerable adult. Removing children or vulnerable adults from the scene in advance of the arrest will generally ensure the best outcome for the individual.

Whenever it is safe to do so, officers should allow the parent or caregiver to assure children or vulnerable adults that they will be provided care. If this is not safe or if the demeanor of the parent or caregiver suggests this conversation would be non-productive, the officer at the scene should explain the reason for the arrest in age-appropriate language and offer reassurance to the child or vulnerable adult that he/she will receive appropriate care.

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Child and Vulnerable Adult Safety

336.3.1 AFTER AN ARREST

Whenever an arrest is made, the officer should take all reasonable steps to ensure the safety of the arrestee's disclosed or discovered children or vulnerable adults.

Officers should allow the arrestee reasonable time to arrange for care of children and vulnerable adults. Temporary placement with family or friends may be appropriate. However, any decision should give priority to a care solution that is in the best interest of the child or vulnerable adult. In such cases the following guidelines should be followed:

- (a) Allow the person reasonable time to arrange for the care of children and vulnerable adults with a responsible party, as appropriate.
 - 1. Officers should consider allowing the person to use his/her cell phone to facilitate arrangements through access to contact phone numbers, and to lessen the likelihood of call screening by the recipients due to calls from unknown sources.
- (b) Unless there is evidence to the contrary (e.g., signs of abuse, drug use, unsafe environment), officers should respect the parent or caregiver's judgment regarding arrangements for care. It is generally best if the child or vulnerable adult remains with relatives or family friends that he/she knows and trusts because familiarity with surroundings and consideration for comfort, emotional state and safety are important.
 - 1. Except when a court order exists limiting contact, the officer should attempt to locate and place children or vulnerable adults with the non-arrested parent, guardian or caregiver.
- (c) Provide for the immediate supervision of children or vulnerable adults until an appropriate caregiver arrives.
- (d) Notify Child Protective Services or the Division of Aging and Adult Services, if appropriate.
- (e) Notify the field supervisor or Patrol Team Supervisor of the disposition of children or vulnerable adults.

If children or vulnerable adults are at school or another known location outside the household at the time of arrest, the arresting officer should attempt to contact the school or other known location and inform the principal or appropriate responsible adult of the caregiver's arrest and of the arrangements being made for the care of the arrestee's dependent. The result of such actions should be documented in the associated report.

336.3.2 DURING THE BOOKING PROCESS

During the booking process, the arrestee shall be allowed to make additional telephone calls to relatives or other responsible individuals as is reasonably necessary to arrange for the care of any child or vulnerable adult. These telephone calls shall be given as soon as practicable and are in addition to any other telephone calls allowed by law.

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Child and Vulnerable Adult Safety

If an arrestee is unable to resolve the care of any child or vulnerable adult through this process, a supervisor should be contacted to determine the appropriate steps to arrange for care. These steps may include additional telephone calls or contacting a local, county or state services agency.

336.3.3 REPORTING

- (a) For all arrests where children are present or living in the household, the reporting member will document the following information:
 - 1. Name
 - 2. Sex
 - 3. Age
 - 4. Special needs (e.g., medical, mental health)
 - 5. How, where and with whom or which agency the child was placed
 - 6. Identities and contact information for other potential caregivers
 - 7. Notifications made to other adults (e.g., schools, relatives)
- (b) For all arrests where vulnerable adults are present or living in the household, the reporting member will document the following information:
 - 1. Name
 - 2. Sex
 - 3. Age
 - 4. Whether he/she reasonably appears able to care for him/herself
 - 5. Disposition or placement information if he/she is unable to care for him/herself

336.3.4 SUPPORT AND COUNSELING REFERRAL

If, in the judgment of the handling officers, the child or vulnerable adult would benefit from additional assistance, such as counseling services, contact with a victim advocate or a crisis telephone number, the appropriate referral information may be provided.

336.4 DEPENDENT WELFARE SERVICES

Whenever an arrestee is unwilling or incapable of arranging for the appropriate care of any child or vulnerable adult, the handling officer should contact the appropriate welfare service or other department-approved social service to determine whether protective custody is appropriate.

Only when other reasonable options are exhausted should a child or vulnerable adult be transported to the police facility, transported in a marked patrol car or taken into formal protective custody.

Under no circumstances should a child or vulnerable adult be left unattended or without appropriate care.

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Child and Vulnerable Adult Safety

336.5 TRAINING

The Administrative Sergeant is responsible to ensure that all personnel of this department who may be involved in arrests affecting children or vulnerable adults receive approved training on effective safety measures when a parent, guardian or caregiver is arrested.

Service Animals

337.1 PURPOSE AND SCOPE

The purpose of this policy is to provide the guidelines necessary to ensure that the rights of individuals who use service animals to assist with disabilities are protected in accordance with Title II of the Americans with Disabilities Act (ADA).

337.1.1 DEFINITIONS

Definitions related to this policy include:

Service Animal - A dog that is trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability. Service animal also includes a dog-in-training for an individual with a disability (28 CFR 35.104; Idaho Code 56-701A).

Service animal also includes a miniature horse if the horse is trained to do work or perform tasks for people with disabilities, provided the horse is housebroken, is under the handler's control, the facility can accommodate the horse's type, size, and weight, and the horse's presence will not compromise legitimate safety requirements necessary for safe operation of the facility (28 CFR 35.136(i)).

337.2 POLICY

It is the policy of the Emmett Police Department to provide services and access to persons with service animals in the same manner as those without service animals. Department members shall protect the rights of persons assisted by service animals in accordance with state and federal law.

337.3 IDENTIFICATION AND USE OF SERVICE ANIMALS

Some service animals may be readily identifiable. However, many do not have a distinctive symbol, harness or collar. Service animals are not pets and may be trained by an individual or organization to assist people with disabilities.

The following examples are some of the ways service animals may be used to provide assistance:

- Guiding people who are blind or have low vision.
- Alerting people who are deaf or hard of hearing.
- Retrieving or picking up items, opening doors or flipping switches for people who have limited use of their hands, arms or legs.
- Pulling wheelchairs.
- Providing physical support and assisting with stability and balance.
- Doing work or performing tasks for persons with traumatic brain injury, intellectual disabilities or psychiatric disabilities, such as reminding a person with depression to take medication.

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Service Animals

- Alerting a person with anxiety to the onset of panic attacks, providing tactile stimulation to calm a person with post-traumatic stress disorder, assisting people with schizophrenia to distinguish between hallucinations and reality, and helping people with traumatic brain injury to locate misplaced items or follow daily routines.

337.4 MEMBER RESPONSIBILITIES

Service animals that are assisting individuals with disabilities are permitted in all public facilities and areas where the general public is allowed. Department members are expected to treat individuals with service animals with the same courtesy and respect that the Emmett Police Department affords to all members of the public (28 CFR 35.136).

337.4.1 INQUIRY

If it is apparent or if an officer is aware the animal is a service animal, the owner should not be asked any questions as to the status of the animal. If it is unclear whether an animal meets the definition of a service animal, the officer should ask the individual only the following questions (28 CFR 35.136(f)):

- Is the animal required because of a disability?
- What task or service has the service animal been trained to perform?

If the individual explains that the animal is required because of a disability and has been trained to work or perform at least one task, the animal meets the definition of a service animal and no further questions as to the animal's status should be asked. The person should not be questioned about his/her disabilities nor should the person be asked to provide any license, certification or identification card for the service animal.

337.4.2 CONTACT

Service animals are not pets. Department members should not interfere with the important work performed by a service animal by talking to, petting or otherwise initiating contact with a service animal.

337.4.3 REMOVAL

If a service animal is not housebroken or exhibits vicious behavior, poses a direct threat to the health of others, or unreasonably disrupts or interferes with normal business operations, an officer may direct the handler to remove the animal from the premises. Barking alone is not a threat, nor does a direct threat exist if the person takes prompt, effective action to control the service animal (28 CFR 35.136(b)).

Each incident must be considered individually, and past incidents alone are not cause for excluding a service animal. Removal of a service animal may not be used as a reason to refuse service to an individual with disabilities. Members of this department are expected to provide all services that are reasonably available to an individual with a disability, with or without a service animal.

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Service Animals

337.4.4 COMPLAINTS

When handling calls of a complaint regarding a service animal, members of this department should remain neutral and should be prepared to explain the ADA requirements concerning service animals to the concerned parties. Businesses are required to allow service animals to accompany their owner into all areas that other customers or members of the public are allowed (28 CFR 36.302).

Absent a violation of law independent of the ADA, officers should take no enforcement action beyond keeping the peace. Individuals who believe they have been discriminated against as a result of a disability should be referred to the Civil Rights Division of the U.S. Department of Justice (DOJ).

Volunteer Program

338.1 PURPOSE AND SCOPE

It is the policy of this department to use qualified volunteers for specified tasks and duties in order to create efficiencies for the Department and improve services to the community. Volunteers are intended to supplement and support, rather than supplant, sworn officers and civilian personnel. Volunteers can be an important part of any organization and are proven to be a valuable asset to law enforcement agencies. Volunteers help to increase responsiveness, delivery of services and information input, and provide new program opportunities. In addition, volunteers bring new skills and expertise to the Department and prompt new enthusiasm.

338.1.1 DEFINITION OF VOLUNTEER

An individual who performs a service for the Department without promise, expectation or receipt of compensation for services rendered. This may include unpaid chaplains, unpaid reserve officers, interns, persons providing administrative support and youth involved in a law enforcement Explorer Post, among others.

338.2 VOLUNTEER MANAGEMENT

338.2.1 VOLUNTEER COORDINATOR

The Volunteer Coordinator shall be appointed by the Chief of Police. The function of the Volunteer Coordinator is to provide a central coordinating point for effective volunteer management within the Department, and to direct and assist staff and volunteer efforts to jointly provide more productive services. The Volunteer Coordinator should work with other Department staff on an ongoing basis to assist in the development and implementation of volunteer-staffed positions.

The Volunteer Coordinator, or his/her designee, shall be responsible for the following:

- (a) Recruiting, selecting and training qualified volunteers for various positions.
- (b) Facilitating the implementation of new volunteer activities and assignments.
- (c) Maintaining records for each volunteer.
- (d) Tracking and evaluating the contribution of volunteers.
- (e) Maintaining the volunteer handbook and outlining expectations, policies and responsibilities for all volunteers.
- (f) Maintaining a record of volunteer schedules and work hours.
- (g) Completion and dissemination as appropriate of all necessary paperwork and information.
- (h) Planning periodic recognition events.
- (i) Administering discipline when warranted.
- (j) Maintaining liaison with other volunteer-utilizing programs in the community and assisting in community-wide efforts to recognize and promote volunteering.

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Volunteer Program

338.2.2 RECRUITMENT

Volunteers should be recruited on a continuous and ongoing basis consistent with department policy on equal opportunity nondiscriminatory employment. A primary qualification for participation in the application process should be an interest in, and an ability to assist the Department in serving the public.

Requests for volunteers should be submitted in writing by interested staff to the Volunteer Coordinator through the requester's immediate supervisor. A complete position description and a requested time frame should be included in the request. All parties should understand that the recruitment of volunteers is enhanced by creative and interesting assignments. The Volunteer Coordinator may withhold assignment of any volunteer until such time as the requesting unit is prepared to make effective use of volunteer resources.

338.2.3 SCREENING

All prospective volunteers should complete the volunteer application form. The Volunteer Coordinator or designee should conduct a face-to-face interview with an applicant under consideration.

A documented background investigation shall be completed on each volunteer applicant and shall include, but not necessarily be limited to, the following:

- (a) Traffic and criminal background check. Fingerprints shall be obtained from all applicants and processed through the Idaho Law Enforcement Teletype Systems (ILETS).
- (b) Employment
- (c) References
- (d) Credit check

A polygraph exam may be required of each applicant depending on the type of assignment.

338.2.4 SELECTION AND PLACEMENT

Service as a volunteer with the Department shall begin with an official notice of acceptance or appointment to a volunteer position. Notice may only be given by an authorized representative of the Department, who will normally be the Volunteer Coordinator. No volunteer should begin any assignment until they have been officially accepted for that position and completed all required screening and paperwork. At the time of final acceptance, each volunteer should complete all required enrollment paperwork and will receive a copy of their position description and agreement of service with the Department. All volunteers shall receive a copy of the volunteer handbook and shall be required to sign a volunteer agreement.

Volunteers should be placed only in assignments or programs that are consistent with their knowledge, skills, abilities and the needs of the Department.

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Emmett PD ID Policy Manual

Volunteer Program

338.2.5 TRAINING

Volunteers will be provided with an orientation program to acquaint them with the Department, personnel, policies and procedures that have a direct impact on their work assignment.

Volunteers should receive position-specific training to ensure they have adequate knowledge and skills to complete tasks required by the position and should receive periodic ongoing training as deemed appropriate by their supervisor or the Volunteer Coordinator. Training should reinforce to volunteers that they may not intentionally represent themselves as, or by omission infer that they are sworn officers or other full-time members of the Department. They shall always represent themselves as volunteers.

All volunteers shall comply with the rules of conduct and with all orders and directives, either oral or written, issued by the Department.

338.2.6 FITNESS FOR DUTY

No volunteer shall report to work or be on-duty when his/her judgment or physical condition has been impaired by alcohol, medication, other substances, illness or injury.

Volunteers shall report to their supervisor any changes in status that may affect their ability to fulfill their duties. This includes, but is not limited to, the following:

- (a) Driver's license
- (b) Medical condition
- (c) Arrests
- (d) Criminal investigations

All volunteers shall adhere to the guidelines set forth by this department regarding drug and alcohol use.

338.2.7 DRESS CODE

As representatives of the Department, volunteers are responsible for presenting a professional image to the community. Volunteers shall dress appropriately for the conditions and performance of their duties.

Volunteers shall conform to department-approved dress consistent with their duty assignment. Uniforms authorized for volunteers should be readily distinguishable from those worn by sworn officers. The uniform or identifiable parts of the uniform shall not be worn while off-duty except volunteers may choose to wear the uniform while in transit to or from official department assignments or functions provided an outer garment is worn over the uniform shirt so as not to bring attention to the volunteer while he/she is off duty.

Volunteers shall be required to return any issued uniform or department property at the termination of service.

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Emmett PD ID Policy Manual

Volunteer Program

338.3 SUPERVISION OF VOLUNTEERS

Each volunteer who is accepted to a position with the Department must have a clearly identified supervisor who is responsible for direct management of that volunteer. This supervisor will be responsible for day-to-day management and guidance of the work of the volunteer and should be available to the volunteer for consultation and assistance.

A volunteer may be assigned as and act as a supervisor of other volunteers provided that the supervising volunteer is under the direct supervision of a paid staff member.

Functional supervision of volunteers is the responsibility of the supervisor in charge of the unit where the volunteer is assigned. Following are some considerations to keep in mind while supervising volunteers:

- (a) Take the time to introduce volunteers to employees on all levels.
- (b) Ensure volunteers have work space and necessary office supplies.
- (c) Make sure the work is challenging. Do not hesitate to give them an assignment or task that will tap these valuable resources.

338.4 CONFIDENTIALITY

With appropriate security clearance, volunteers may have access to confidential information such as criminal histories or investigative files. Unless otherwise directed by a supervisor or agency policy, all information shall be considered confidential. Only that information specifically identified and approved by authorized personnel shall be released. Confidential information shall be given only to persons who have a need and a right to know as determined by agency policy and supervisory personnel.

Each volunteer will be required to sign a nondisclosure agreement before being given an assignment with the Department. Subsequent unauthorized disclosure of any confidential information, verbally, in writing or by any other means, by the volunteer is grounds for immediate dismissal and possible criminal prosecution.

Volunteers shall not address public gatherings, appear on radio or television, prepare any article for publication, act as correspondents to a newspaper or other periodical, release or divulge any information concerning the activities of the Department, or maintain that they represent the Department in such matters without permission from the proper department personnel.

338.5 PROPERTY AND EQUIPMENT

Volunteers will be issued an identification card that must be worn at all times while on-duty. Any fixed and portable equipment issued by the Department shall be for official and authorized use only. Any property or equipment issued to a volunteer shall remain the property of the Department and shall be returned at the termination of service.

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Volunteer Program

338.5.1 VEHICLE USE

Volunteers assigned to duties such as vacation house checks or other assignments that require the use of a vehicle must first complete the following:

- (a) A driving safety briefing and department approved driver safety course.
- (b) Verification that the volunteer possesses a valid Idaho Driver's License.
- (c) Verification that the volunteer carries current vehicle insurance.

The Volunteer Coordinator should insure that all volunteers receive safety briefing updates and license and insurance verification at least once a year.

When operating a department vehicle, volunteers shall obey all rules of the road, including seat belt requirements. Smoking is prohibited in all Department vehicles.

Volunteers should not operate a marked patrol car unless there is a prominently placed sign indicating that it is out of service and are not authorized to operate a Department vehicle Code-3.

338.5.2 RADIO AND MDC USAGE

Volunteers shall successfully complete ILETS and radio procedures training prior to using the police radio or MDC and comply with all related provisions. The Volunteer Coordinator should ensure that radio and ILETS training is provided for volunteers whenever necessary.

338.6 DISCIPLINARY PROCEDURES/TERMINATION

A volunteer may be removed from the volunteer program at the discretion of the Chief of Police or the Volunteer Coordinator. Volunteers shall have no property interests in their continued appointment. However, if a volunteer is removed for alleged misconduct, the volunteer will be afforded an opportunity solely to clear his/her name through a liberty interest hearing which shall be limited to a single appearance before the Chief of Police or authorized designee.

Volunteers may resign from volunteer service with the Department at any time. It is requested that volunteers who intend to resign provide advance notice of their departure and a reason for their decision.

338.6.1 EXIT INTERVIEWS

Exit interviews, where possible, should be conducted with volunteers who are leaving their positions. The interview should ascertain why the volunteer is leaving the position and solicit the volunteer's suggestions on improving the position. When appropriate, the interview should also include a discussion on the possibility of involvement in some other capacity with the Department.

338.7 EVALUATION

An evaluation of the overall volunteer program will be conducted on an annual basis by the Volunteer Coordinator. Regular evaluations should be conducted with volunteers to ensure the best use of human resources available, to ensure personnel problems can be identified and dealt with promptly and fairly, and to ensure optimum satisfaction on the part of volunteers.

Off-Duty Law Enforcement Actions

339.1 PURPOSE AND SCOPE

The decision to become involved in a law enforcement action when off-duty can place an officer as well as others at great risk and must be done with careful consideration. This policy is intended to provide guidelines for officers of the Emmett Police Department with respect to taking law enforcement action while off-duty.

339.2 POLICY

Initiating law enforcement action while off-duty is generally discouraged. Officers should not attempt to initiate enforcement action when witnessing minor crimes, such as suspected intoxicated drivers, reckless driving or minor property crimes. Such incidents should be promptly reported to the appropriate law enforcement agency.

Officers are not expected to place themselves in unreasonable peril. However, any sworn member of this department who becomes aware of an incident or circumstance that he/she reasonably believes poses an imminent threat of serious bodily injury or death, or significant property damage may take reasonable action to minimize the threat.

When public safety or the prevention of major property damage requires immediate action, officers should first consider reporting and monitoring the activity and only take direct action as a last resort.

Officers should remember that their authority as a peace officer may not extend to actions taken outside their jurisdiction unless there is probable cause to believe the crime to be addressed is a felony or presents an immediate threat of serious bodily injury or death (Idaho Code 67-2337).

339.3 FIREARMS

Officers of this department may carry firearms while off-duty in accordance with federal regulations and department policy. All firearms and ammunition must meet guidelines as described in the department Firearms Policy. When carrying firearms while off-duty officers shall also carry their department-issued badge and identification.

Officers should refrain from carrying firearms when the consumption of alcohol is likely or when the need to carry a firearm is outweighed by safety considerations. Firearms shall not be carried by any officer who has consumed an amount of an alcoholic beverage or taken any drugs that would tend to adversely affect the officer's senses or judgment.

339.4 DECISION TO INTERVENE

There is no legal requirement for off-duty officers to take law enforcement action. However, should officers decide to intervene, they must evaluate whether the action is necessary or desirable, and should take into consideration the following:

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Off-Duty Law Enforcement Actions

- (a) The tactical disadvantage of being alone and the fact there may be multiple or hidden suspects.
- (b) The inability to communicate with responding units.
- (c) The lack of equipment, such as handcuffs, OC or baton.
- (d) The lack of cover.
- (e) The potential for increased risk to bystanders if the off-duty officer were to intervene.
- (f) Unfamiliarity with the surroundings.
- (g) The potential for the off-duty officer to be misidentified by other peace officers or members of the public.

Officers should consider waiting for on-duty uniformed officers to arrive, and gather as much accurate intelligence as possible instead of immediately intervening.

339.4.1 INTERVENTION PROCEDURE

If involvement is reasonably necessary, the officer should attempt to call or have someone else call 9-1-1 to request immediate assistance. The operator should be informed that an off-duty officer is on-scene and should be provided a description of the officer if possible.

Whenever practicable, the officer should loudly and repeatedly identify him/herself as an Emmett Police Department officer until acknowledged. Official identification should also be displayed.

339.4.2 INCIDENTS OF PERSONAL INTEREST

Officers should refrain from handling incidents of personal interest, (e.g., family or neighbor disputes) and should remain neutral. In such circumstances officers should call the responsible agency to handle the matter.

339.4.3 CIVILIAN RESPONSIBILITIES

Civilian personnel should not become involved in any law enforcement actions while off-duty except to notify the local law enforcement authority and remain at the scene, if safe and practicable.

339.4.4 OTHER CONSIDERATIONS

When encountering a non-uniformed officer in public, uniformed officers should wait for acknowledgement by the non-uniformed officer in case he/she needs to maintain an undercover capability.

339.5 REPORTING

Any off-duty officer who engages in any law enforcement activity, regardless of jurisdiction, shall notify the Patrol Team Supervisor as soon as practicable. The Patrol Team Supervisor shall determine whether a report should be filed by the employee.

An officer shall notify, as soon as safety conditions allow, the law enforcement agency having jurisdiction where an off-duty enforcement action took place and shall relinquish authority and

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Off-Duty Law Enforcement Actions

control over any event to that agency (Idaho Code 67-2337). Officers should cooperate fully with the agency having jurisdiction in providing statements or reports as requested or as appropriate.

Trailer Place
8229 US 59 N
Wharton TX 77488

Quote

Date	Quote #
6/1/2021	1227

Name / Address
City of Emmett



Description	Qty	Rate	Total
2021 Cargo Craft 7x12 Fiber Splicing Trailer Aluminum Siding with Steel Frame 2-3500# axles 7' interior height ESX Package 36" Rear Door 30" Side Door Generator Platform Nudo Flooring 2- 15x24 Windows 2- Fiber Doors 12' Tabletop Insulated Walls & Ceiling Aluminum Wall & Ceiling Liner 5 Interior/ 2 Exterior Plugs 2- Exterior LED Spot Lights 2-4' Lights 30 AMP Panel with Cord 13.5 A/C		13,300.00	13,300.00
Delivery to Emmett @ \$2.00 per mile		3,006.00	3,006.00
Jarrett Baca Office: 979-532-1486 Direct: 979-282-1915 Jarrett@trailerplace.com TrailerPlace.com		Total	\$16,306.00



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

Wednesday, June 2, 2021

Mayor, City Council:

I am requesting from City Council a **MOTION to approve LOGAN SIMPSON revising the existing Comprehensive Plan for the City of Emmett with the amount not to exceed \$110,000.00.**

Attached are the Letter of Interest and Statement of Qualifications (SOQ) received from JACOBS and LOGAN SIMPSON for your review.

Thank you,

Clint Seamons, Public Works Director

COMPREHENSIVE PLAN

CITY OF EMMETT, IDAHO

SUBMITTED BY LOGAN SIMPSON

APRIL 9, 2021, 4:00 PM MST

VIA EMAIL TO DMILLANSOTELO@CITYOFEMMETT.ORG



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L O G A N S I M P S O N

COVER LETTER

April 9, 2021

Brian Sullivan
City of Emmett
Building Official/Zoning Administrator
Submitted via email to dmillan-sotelo@cityofemmett.org

213 Linden Street, Suite 300
Fort Collins, Colorado 80524
P: 970-449-4100
www.logansimpson.com

Subject: Statement of Qualifications—Comprehensive Plan

Dear Mr. Sullivan and Members of the Selection Committee,

Logan Simpson is pleased to submit this statement of qualifications for the City of Emmett's new Comprehensive Plan. Our team has recently completed comprehensive plans for the communities of McCall, Driggs, Victor, Meridian, Sandpoint, Twin Falls, and Teton County, Idaho; and Jackson/Teton County, Wyoming. We are currently in the draft stages of similar updates for the communities of Three Forks and Manhattan, Montana, and are working in the Emmett-adjacent areas of Star and Meridian to complete subarea plans. Our portfolio of projects in Idaho adds dimension to the understanding of varying demographics, growth patterns, and community needs, which will allow us to share knowledge, implement best practices, and develop a strategy for planning coordination between Emmett and surrounding communities that share similar growth pressures.

In reviewing the RFP and conducting background research on Emmett, we have identified similarities in other communities that share your desire to grow in a thoughtful and character-preserving manner while addressing the needs of the growing area. For example, this team has long been working in similarly sized communities in Idaho, Wyoming, and Montana to plan for—and implement through trackable means—growth that is responsive to infill and has a focus on health, resiliency, and sustainability. We have conducted comprehensive plans that implement a Growth Management Area (GMA), providing a boundary to focus development on infill and smart growth to preserve the iconic views, natural environment, community character, and surrounding agricultural lands.

Logan Simpson is a collaborative firm founded in 1990 with more than 200 comprehensive, master, and subarea plans in our portfolio. Your project management team will be led by our Fort Collins, Colorado office Principal Bruce Meighen and Project Manager/Senior Planner Megan Moore. In addition, you will be supported by more than 20 planners and skilled staff of code/development review specialists, master planners, GIS modelers, historians, landscape architects, and designers. Our selected subs include:

Kittelson & Associates, a Boise-based transportation planning firm with a local staff including AICP-certified Transportation Planners, registered engineers and EITs, and GIS/CAD/ Visual Communication Specialist/Technicians. Nationwide, they employ over 260 professionals (registered engineers, planners, technical resources, and administrative services), in 25 offices.

Leland Consulting Group has provided economic and housing strategies in more than 200 communities, resulting in built projects that immediately improve residents' quality of life: thriving downtowns, bustling shopping districts, inviting neighborhoods, and productive employment centers. Their role as urban strategists is to keep the big picture in sight, while simultaneously providing deep expertise in the strategic, market, financial, and economic elements that make projects possible and successful.

Harmony Design and Engineering will serve as our project engineer focusing on water resources and how to best incorporate the Payette River into potential growth scenarios. Their vision is to design and create conservation-minded projects that simultaneously encourage a sense of community and provide for the long-term health of the environment.

We welcome any questions you might have regarding our proposal, and look forward to the possibility of working with you to help maintain the quality of life that Emmett's residents have come to know and value.

Respectfully submitted,

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PROJECT APPROACH

The City is in an excellent position to set the stage for a healthy future that balances both opportunities and challenges presented by growth and preservation. Lessons learned from our past and current work become assets in investigating key opportunities for City growth in a community-supported and fiscally responsible manner.

Logan Simpson's approach to Emmett's Comprehensive Plan will emphasize character-based planning and an inventive, effective community involvement program. The result will be a practical framework and actionable document, one that is complete, clear in statement and data, user friendly, logical—and one that will outline a careful reinvestment approach to continued community growth. We recognize and applaud the City of Emmett for taking the opportunity to create its own Comprehensive Plan, moving away from the existing Joint City-County Comprehensive Plan, and allowing the City to create its own path forward.

Logan Simpson has completed hundreds of planning projects, with comprehensive plans addressing a wide variety of geographic regions, demographic compositions, and populations. The following selected projects are reflective of our work in communities similar to Emmett—from a subarea plan for Star, with which you share regional transportation, to McCall, where we've addressed the Downtown lakefront, the comprehensive and transportation plan, and a housing assessment. We have worked throughout Idaho, and our experience throughout the state has instilled in us a talent to creatively balance a diversity of issues with relatively common community values. Small town character, family-friendly environment, and access to outdoor recreation are key values held by nearly every community that we've worked with in Idaho, and across the Mountain West.

Successes and Lessons Learned

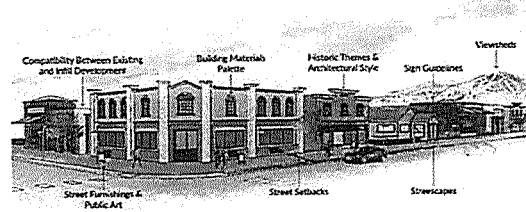
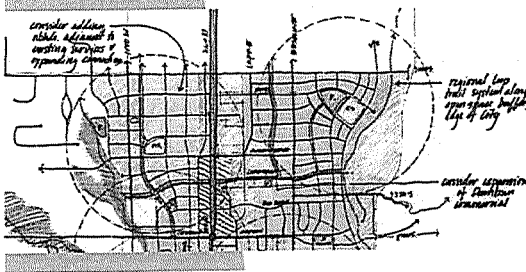
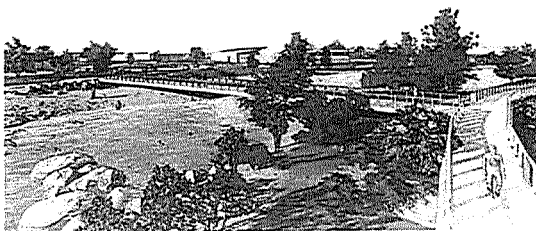
Star's South of the River Subarea Plan is an effort to plan for the City's growth area south of Downtown and the Boise River. Due to recent utility improvements and expected development submittals, the area is undergoing quick change. Since many property owners and residents are surprised and disagree with the effort to plan for area outside the City's current boundary, it has been crucial to inform affected stakeholders and residents on the importance of proactive planning, which can result in benefits such as regional floodplain mitigation solutions, increased amenities (specifically River access and recreation), and civic catalysts to expanded economic development.

The Fields Subarea was identified in the MyMeridian Comprehensive Plan as an opportunity area for providing and planning for continued residential and employment growth for the City. As an outlying area of the City, it will be relatively disconnected from the rest of Meridian, and surrounded by neighboring municipalities. Key to this project is identifying implementation actions and partnerships to meet current entitlements, while working toward a financial catalyst to ensure both public assets in parks and trails and allowing flexibility and market value for private development.

Incorporation of health metrics and dedicated Hispanic outreach for the Uniquely Driggs Comprehensive Plan helped the project to win a 2020 Western Planner Rural Innovation Award. Outreach to minority communities were a focus of the plan. Through bilingual outreach materials, working with the Hispanic Resource Center, and meeting with middle and high school students, the project team proved to be highly successful in reaching a historically under-represented population.

ReEnvision Victor Comprehensive Plan shifted perspectives on incentivizing densification as a strategy for mitigating the impacts of outward growth. In addition to the Area of City Impact, the City implemented a Growth Management Area that was aligned with water and sewer infrastructure and accounted for anticipated growth rates and other hazards to logistically "set a ring" for anticipated development. Additional benefits to the GMA include minimization of impacts to infrastructure/fiscal resources, wildlife habitat, and surrounding ag lands.

Ketchum has a strong interest in preserving the character and history of the town, particularly as related to its proximity to Idaho's first ski resort, Sun Valley. The Ketchum Historic Preservation Ordinance and Design Guidelines project required our team to prioritize regulations to include in the emergency ordinance requirements and identify those requiring further research and discussion for inclusion in the full historic preservation ordinance.



PHASE 1 | FOUNDATION

TASK 1. PROJECT INITIATION

Both City Staff (SC) and Steering Committee (SC) will be instrumental throughout the process and will be a sounding board for key deliverables including vision, opportunities, and overall policy development. A kickoff meeting with CS and the Logan Simpson team will help define communication protocol, identify Comprehensive Plan Update SC members, draft a list of stakeholders, and provide input towards creation of the Community Engagement Plan. In addition, both CS and SC kickoff meetings will review project schedule, major milestones and deliverables; identify project goals, issues, opportunities, and what success looks like; input into stakeholders not already identified; and develop a distinctive identity for the Comprehensive Plan including brainstorm options for plan name, logo, and messaging. Ongoing project management throughout process will include bi-weekly video conference calls with CS and monthly progress reports via email to SC outlining performed work, upcoming tasks, upcoming milestones, etc. to ensure the project scope, schedule, deliverable quality, and budget are effectively managed and meet City expectations.

Deliverables:

- CS/SC kickoff meeting agendas, presentation, facilitation, and notes (likely a virtual meeting)
- CS bi-weekly project status conference calls agendas, facilitation, and notes
- SC and stakeholders roster and invitation
- Initial plan branding options
- Draft and final project schedule
- Monthly invoices, highlighting any key scope issues and/or refinements

TASK 2. PLAN AUDIT + EXISTING CONDITIONS

Working with CS and SC, the existing Joint Comprehensive Plan and Transportation Plan will be evaluated along with other existing plans, policies, and processes for relevance as they relate to community needs and potential conflicts with existing regulatory guidance. An interactive online platform will be used to conduct an audit of the existing plan to learn what have been successful and unsuccessful components of the Joint Comprehensive Plan. We will also review existing City Code to ensure the resulting plan can be effectively implemented. In addition to the plan audit, our team will gather data from a range of sources to document key existing conditions and challenges. At a minimum, the data collection and analysis will cover the information listed in Section 67-6508. This foundational report is represented in what we call an "existing conditions snapshot." It recognizes and informs the planning process by establishing a baseline of Emmett's story—past, present, and future.

Deliverables:

- Plan audit survey setup, distribution, summary of findings
- Draft and final existing conditions snapshot report to include elements within state statutes (e.g. property rights, population, schools, economic development, land use, natural resources, hazards, public services, facilities, and utilities, transportation, recreation, design, agriculture, and other elements), inter-governmental agreements, and identification and analysis of growth and development trends

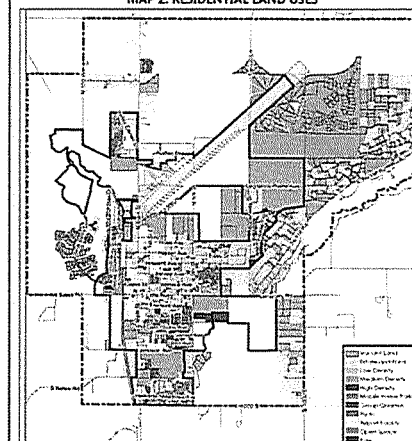
The Driggs Comprehensive Plan took a hard look at the existing conditions, including an analysis of the housing. Driggs is experiencing a rise in housing costs due to employment opportunities in the surrounding region, such as the high cost of living and working in Jackson, Wyoming.

Our Unique Housing:

From mobile homes, to diverse single family options, to multi-family, to housing with airplane runway access, Driggs has a diversity of housing styles (see Map 2). However, many working residents feel that housing is too expensive. While housing prices have consistently increased, average wages have remained consistent since 2000. Several home owners in the area have capitalized on the tourism industry and promote their home as a short term rental. Renting out properties for short terms helps residents afford their home, but it can cause difficulties as well. Short term rentals contribute to increased rent charged for long term rentals, increase difficulty for building community without consistent neighbors, and can reduce demand to develop hotels. According to the 2017 Census, out of the 244 occasionally vacant units in Driggs, 147 of them are vacation homes.

Just before the 2008 recession, Driggs was growing very quickly. In anticipation of continued growth, several areas were platted for new housing. Approximately 40% of the residential areas within the City boundary remain vacant. While there is currently ample room to grow and increasing demand for housing in the area, many lots remain vacant due to construction costs. According to the Teton County Affordable Housing Strategic Plan (2019), new construction costs in the Valley are roughly \$260,000, not including the cost of a garage or the land itself.

MAP 2. RESIDENTIAL LAND USES



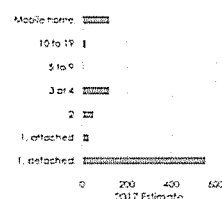
(Source: Driggs land use data, Teton County building footprints data, 2016)

P. 4 EXISTING CONDITIONS

59%

of Driggs' land is Vacant

FIGURE 3. HOUSING INVENTORY (UNITS PER STRUCTURE)



RENTING

According to the 2019 Teton County Affordable Housing plan, there is an increasing demand for long term rentals, while only 21% of the housing stock is multi-family, and very few of the single family units being rented have vacancy.

TASK 3. COMMUNITY ENGAGEMENT PLAN

Residents of Emmett should expect the outreach process to be straightforward, thoughtful, and easily integrated into their lives. Decision-makers should expect the public's feedback to be synthesized efficiently and transparently to provide quantified information to decision makers. To promote high levels of engagement, we recommend building on City's new partnership with CGI to use the power of video to gain momentum and public interest to promote the Comprehensive Plan.

Our approach engages the community non-intrusively and interactively, while building a data-driven system that clarifies public sentiment for the SC. While other firms rely on a few public touchpoints and traditional outreach strategies such as social media and idea boards, we utilize non-traditional, continuous outreach. We will invite community members to participate from the project's outset and provide tools to contribute easily and continuously throughout the 12-month process. Initial outreach is an invitation to a simple, one-question poll (text polling) that encourages thoughtful responses, followed by multi-question digital questionnaires, and completed by involvement in a focused work session. We will ensure the community knows that we are starting the planning process, so key elements celebrating the plan's commencement will be placed throughout the community (banner, posters, and use of digital media).

Based on CS and SC collaboration and feedback, the Logan Simpson team will prepare an outline of the activities, venues, and team responsibilities. This document will serve as a living document, outlining techniques, associated messaging, anticipated media to be utilized, and logistics, responsibilities, and deadlines. We will monitor who participates in our online database, their age and where they live to ensure everyone stays involved.

[Optional Task]: The Logan Simpson team can offer an in-house website including embedded questionnaires. Note that we are currently proposing to provide materials for the City's website to host the project's online activities.

Deliverables:

- Draft and final CEP
- Draft and final Comprehensive Plan branding including name, logo, and key message(s)
- Optional – Project website through Bang the Table, a digital engagement platform

TASK 4. KICKOFF WEEK

The Logan Simpson team will hold in-person (and online for those more comfortable) meetings with stakeholders to solicit input including residents, City staff and elected officials, development/builder/realtor groups, business groups and employers, and school district, property owners, other agencies, and County representatives. We will discuss values, key issues, and opportunities facing the City.

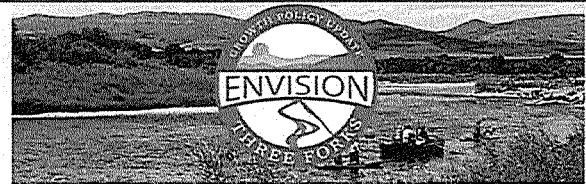
A kickoff week will launch the planning effort publicly and begin a promotional campaign for the Comprehensive Plan. This event could occur in tandem with a popular community event, both in-person and online. This could include banners and kiosks directing people to live text polling or online questionnaires. This week will introduce the plan community-wide and ask key questions on values, key issues, and opportunities. The same questions asked at both stakeholder interviews, and kickoff events will be included in the online questionnaire and marketed through social media outlets, newsletter publications, the website, and other methods mentioned.

The second CS and SC meetings will report back on what has been heard so far through the stakeholder interviews and kickoff week, review a draft outline of the Comprehensive Plan document, and review example plans for ideas on committee likes and dislikes.

Deliverables:

- CS/SC meetings #2 agenda, presentation, facilitation, notes
- Stakeholder interviews facilitation and summary
- Draft news release for project initiation
- Kickoff Week schedule and meeting plan, poster and handout graphic materials, website and social media content graphics
- Online Questionnaire #1 text polling setup, analysis, and summary

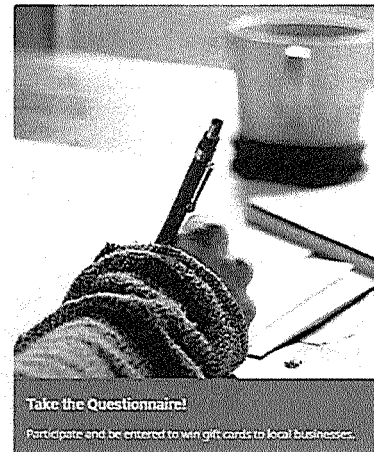
The payoff for our outreach efforts is informed, engaged, and excited members of the community willing to champion both the process and the final Comprehensive Plan.



Welcome to the Envision Three Forks Growth Policy Update!

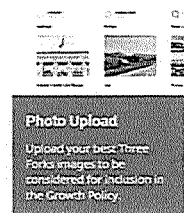
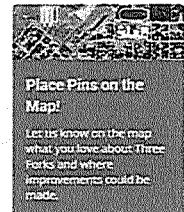
Welcome to Envision Three Forks, the project website for the City of Three Forks' Growth Policy update! Consider this website as the community gathering center. Here you can tell us what you think, respond to questionnaires, learn about the Growth Policy, and sign-up for events. Stay engaged and spread the word about this project with your family, friends, and neighbors.

How Can I Participate?



Take the Questionnaire!

Participate and be entered to win gift cards to local businesses.



Envision Three Forks' Bang the Table website

OUR NON-TRADITIONAL ENGAGEMENT METHODS INCLUDE:

- An interactive web presence with up-to-date project information
- Digital questionnaires
- Real-time, interactive polling, and result pages
- Questionnaire-integrated online mapping
- Linking text polling to interactive displays as a gateway to a digital survey
- Hosting individual and/or group stakeholder interviews either in-person or via Teams/Zoom conference
- Organizing focused, small-group sessions either in-person or creating digital meeting spaces online
- Initiating Downtown, business-specific outreach through coordination with organizations such as the Emmett Downtown Association
- Attending local, community-oriented events; going where the community is already
- Coordinating RSVP events to promote a themed planning workshop and coordinating a mobile meeting place

PHASE 2 | VISION + OPPORTUNITIES

TASK 5. VISION

Following the initial public outreach, we will work with CS and SC to draft vision statements that illustrate the community's vision as expressed by the community, staff, and elected officials. These statements summarize community values and goals and provide overarching direction for the Comprehensive Plan. The vision should be unique to Emmett, visual, and compelling. CS and SC Meeting #3 will review what has been completed to date, review the plan audit summary, existing conditions data report, and host an exercise to draft the vision statements. We will assist in developing a presentation to update Zoning Commission (ZC) and City Council (CC).

Deliverables:

- CS/SC Meeting #3 agenda, presentation, facilitation, notes
- ZC and CC presentation #1 materials
- Draft and final vision document
- Draft plan outline and graphic mockup

TASK 6. OPPORTUNITIES + CHOICES

In this phase, we will check back in with the community to confirm the draft vision and goals. We will group the issues identified from the first round of outreach, and host a community-wide workshop, either in-person or online (digital City Hall, Facebook live, video to live polling) to determine and present future priorities to guide goals and cost-effective implementation strategies. An online questionnaire will accompany the event. We have found in other planning efforts that, because we build off the outreach and community events already held, this phase is well attended by community members that are aware of and already actively engaged in the process. In this phase, opportunities can be tailored explicitly to existing neighborhoods, including retail areas, commercial corridors, potential growth areas, and other key areas of the community. CS and SC will analyze the feedback and evaluate the areas and their propensity toward change, including the urban fringe; thoughtful redevelopment and infill; local housing; employment; preserving the river corridor, floodplains, and other environmentally sensitive lands; protecting agriculture; stimulating downtown; and minimizing sprawl. Community choices will be evaluated against the vision and practicality factors related to economic, social, and environmental sustainability. CS and SC Meeting #4 will review what we have heard to date, draft preliminary goals and strategies, and review a draft of an updated citywide land use map.

Deliverables:

- CS/SC Meeting #4 agenda, presentation, facilitation, notes
- Outreach week schedule and meeting plan, poster and handout graphic materials, website and social media content
- Public Outreach Week #2 map and display materials
- Online Questionnaire #2 setup, analysis, and summary
- Preliminary goals and strategies
- Draft future land use map

OUR VISION

The first step in the McCall in Motion process was to develop a statement and surrounding vision themes that reflect the community's shared vision for the future. The vision statement of the 2007 Comprehensive Plan was confirmed and will continue as the overarching vision for the McCall.

Based on public comments, the vision is articulated into five general themes: Our Character, Our Economy, Our Connections, Our Streets, and Our Pathways. Our Character and Our Economy are themes specific to the Comprehensive Plan update, while our Streets and our Pathways are themes specific to the Transportation Master Plan. Our Connections overview and connects the four documents.

Our Character focuses on land use and development patterns, historic preservation, culture and community design.

Our Economy focuses on aspects of a healthy community as well as that has diverse housing options, is economically sustainable, and is inclusive for all.

Our Connections focuses on connections in and around McCall through transportation, such as vehicles and bicycles, as well as connections to nature and play through parks and recreational options.

Our Streets focuses on street design and infrastructure.

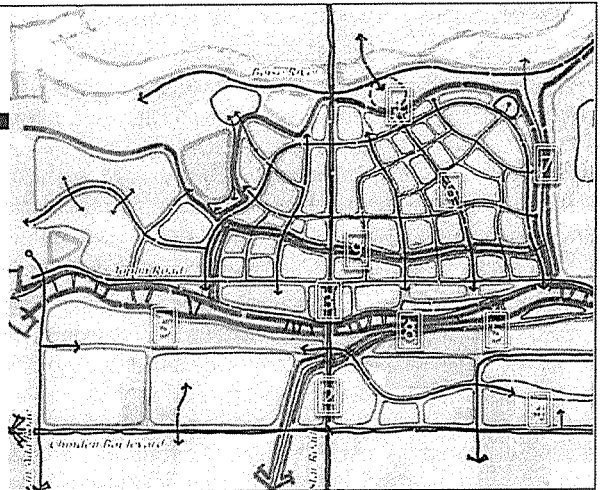
Our Pathways focus on McCall's system of pathways and pedestrian amenities.



Vision document for McCall in Motion

Concept 1

1. Riverfront mixed use center and civic area
2. Mixed use gateway
3. Mixed use corridor
4. Regional/community commercial
5. High end overlook residential
6. Central park/school/mixed use
7. Greenway buffer to existing rural residential areas
8. Regional Phyllis Canal trail system
9. Internal greenway/trail system



One of two preliminary key concepts discussing opportunities for South of the River Subarea Plan.

PHASE 3 | THE PLAN

TASK 7. PRELIMINARY PLAN

Based on all analysis, input, and work completed up to this point, our team will assemble a preliminary plan for review and refinement. The CS and SC will determine the plan outline, which may include a vision, goals, strategies, and actions for implementation by priority outlined in a timetable. Our draft of the Comprehensive Plan will be user-friendly, logical, and accessible to the public with minimal technical language or jargon. It will meet all state requirements and include maps, tables, and other graphics that enhance readability. An executive summary can be designed as a standalone digital brochure, factsheet, or other condensed graphic document per CS/SC discussion.

The Comprehensive Plan will include the compelling vision drafted in Task 5, existing conditions from Task 2 that illustrate targeted factors, and streamlined goals and strategies that lead into specific action steps with recommendations for future policy updates or ordinance amendments. This is intended to help shape decisions related to land use management, redevelopment and growth, City programs and services, coordination with Gem County and other agencies, budgeting, and capital improvements.

Our team will develop a management and monitoring plan to measure the accomplishment of the desired outcomes that are linked to the goals and objectives identified through public outreach. A series of projects—capital, regulatory, studies, and/or funding—will be developed and ranked based on effectiveness and cost. The annual analysis may be created where various projects will be proposed, while others may be “triggered” based on need. This will track the follow-through and effectiveness of the Comprehensive Plan’s actions. The monitoring tool can be continually updated to illustrate the City’s progress toward achieving its goals and will allow long-term tracking of indicators.

CS and SC Meeting #5 will review the preliminary Comprehensive Plan, including all chapters for editing and comments and a refined land use map. It will discuss the public event meeting plan and presentations for the draft Comprehensive Plan.

Deliverables:

- CS/SC Meeting #5 agenda, presentation, facilitation, notes
- Preliminary plan
- Refined future land use map
- Actions for implementation by priority outlined in a timetable
- Monitoring plan to measure accomplishment of the desired outcomes
- Public event meeting plan and presentations

TASK 8. DRAFT PLAN + PUBLIC REVIEW

Stakeholders and the public will have the opportunity to review and provide feedback on the preliminary plan during a one-month review period. The draft plan will be made available in an online format that allows for feedback and comments, and the Logan Simpson team will conduct an in-person or online public open house to present the draft plan. Key changes and plan features will be storyboarded and attendees will have the opportunity to discuss questions and concerns with the team. CS and SC will review comments to be incorporated into the final plan, and provide a track-changes document following review during CS and SC Meeting #6. A second update presentation should be planned to review and receive comment from both ZC and CC.

Deliverables:

- CS/SC Meeting #6 agenda, materials, facilitation, notes
- ZC and CC presentation #2 materials
- Draft Plan track-changes document with refined future land use map
- Public Outreach Week #3 map and storyboard display
- Online Questionnaire #3 setup, analysis, and summary
- Website and social media notification materials

TASK 9. ADOPTION HEARINGS/FINAL PLAN

The Draft Plan will be reviewed by CS, SC, ZC, CC, and any other Boards and Commissions deemed necessary before recommendation for adoption is made to CC. A minimum of two public hearings are anticipated before adoption of the Comprehensive Plan by CC. Logan Simpson anticipates two rounds of minor revisions including any revisions from public hearing comments. Following adoption, final materials will be provided to CS. CS/SC Meeting #7 will review the Draft Plan for recommendation to CC.

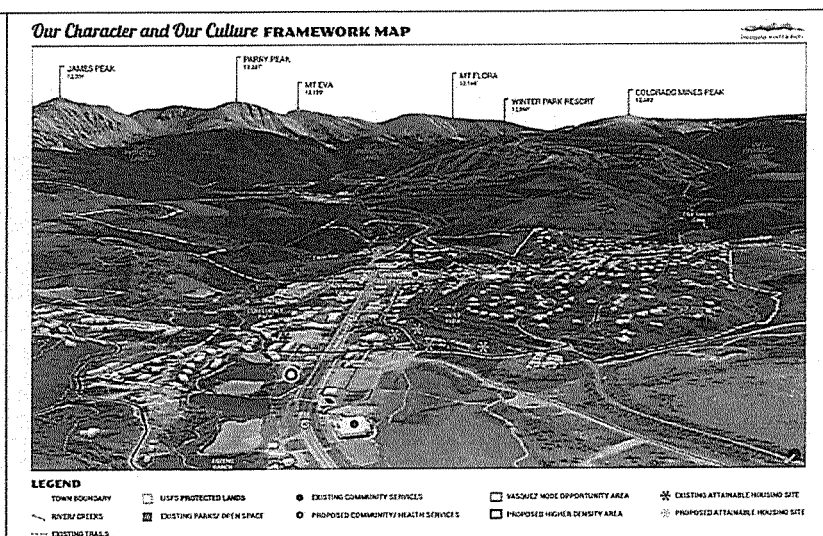
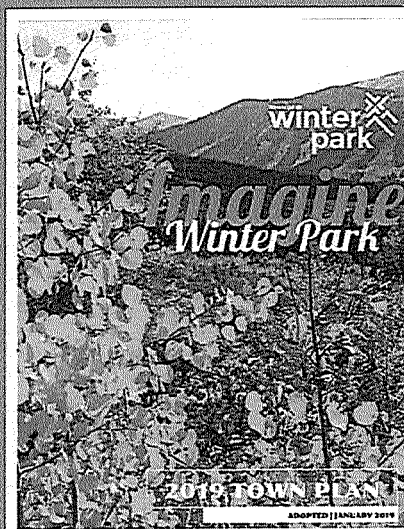
Deliverables:

- CS/SC Meeting #7 agenda, materials, facilitation, and notes
- Delivery of the final Comprehensive Plan document to CS will include the following:
 - Digital/editable Word Document
 - Digital/editable PDF Document
 - Editable GIS data/maps/images/diagrams
- ZC and CC public hearing materials and presentations

TIMELINE

PROJECT TIMELINE										2021										2022				
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May											
PHASE 1: FOUNDATION																								
Task 1. Project Initiation	●																							
Task 2. Plan Audit + Existing Conditions																								
Task 3. Community Engagement Plan																								
Task 4. Kickoff Week			●																					
PHASE 2: OPPORTUNITIES + CHOICES																								
Task 5. Vision				●																				
Task 6. Opportunities + Choices						●																		
PHASE 3: THE PLAN																								
Task 7. Preliminary Plan								●																
Task 8. Draft Plan + Public Review									●															
Task 9: Adoption Hearings + Final Plan												●												

● Steering Committee Meeting
 * Public Engagement



Community and Culture Framework Map excerpted from the final Imagine Winter Park Town Master Plan, Colorado

STAFF HOUR ESTIMATE

TASKS	LOGAN SIMPSON			KITTELSON		LELAND		HARMONY		HOURS
	BM	MM	MR	NF	Supp	TK	Supp	JZ	RB	Total
PHASE 1: FOUNDATION										
Task 1. Project Management	4	16	8	4	0	4	0	4	0	40
Task 2. Plan Audit + Existing Conditions	2	12	32	10	14	12	16	10	12	120
Task 3. Community Engagement Plan	2	8	20	0	0	0	0	0	0	30
Task 4. Kickoff Week	4	24	40	8	0	4	2	4	2	88
Subtotal	12	60	100	22	14	20	18	18	14	278
PHASE 2: OPPORTUNITIES + CHOICES										
Task 5. Vision	4	12	60	4	2	4	2	4	2	94
Task 6. Opportunities + Choices	4	24	72	10	12	10	12	10	12	166
Subtotal	8	36	132	14	14	14	14	14	14	260
PHASE 3: THE PLAN										
Task 7. Preliminary Plan	2	20	60	6	12	8	12	8	12	140
Task 8. Draft Plan + Public Review	4	12	28	8	8	4	0	4	0	68
Task 9: Adoption Hearings + Final Plan	4	16	20	0	0	0	0	0	0	40
Subtotal	10	48	108	14	20	12	12	12	12	248
PROJECT TOTAL HOURS	30	144	340	50	48	46	44	44	40	786

CITY OF EMMETT STAFF INVOLVEMENT

Key to most of our successful projects is working hand in hand with City staff. We have identified the following area where City of Emmett staff involvement and assistance is anticipated:

- One-hour bi-weekly coordination calls
- Preparation for and follow up from coordination calls
- Review and submission of monthly invoices
- Identification and reservation of meeting and event spaces, as needed
- Distribution of communications with elected officials, SC, stakeholders, and public
- Review of the project schedule to better anticipate and coordinate dates for SC members
- Management of social media and City's website for project updates
- Communication to local news outlets including print, online, and social media
- Printing and distributing posters and handouts
- Completion of the plan audit
- Provide data requested including City logo, GIS data, historical information, utilities, building permit data, traffic counts, business license and tax data, current Comprehensive Plan, other applicable plans, etc.

PROJECT TEAM

LOGAN SIMPSON

Founded in 1990, Logan Simpson has been providing excellence in planning, design, and environmental and cultural resources planning for over 30 years. Our corporation is guided by seven principals, and we have six offices in Arizona, Utah, Nevada, and Colorado. Headquartered in Tempe, Arizona, Logan Simpson is a corporation with more than 100 staff members throughout our six offices. Our team is guided by a team of seven principals who oversee projects and corporate services as “practice principals” heavily involved in how we conduct each of our projects. This project will be led by our planning team in Fort Collins, Colorado, which brings the experience of over 20 planning professionals, including comprehensive, subarea, corridor, downtown and master planners and designers; public involvement specialists; and GIS, graphic, and 3D visualization specialists. Logan Simpson also provides environmental planning; landscape architecture and design; parks and natural resources planning; and cultural and historic resources, making us a multi-disciplined firm capable of seeing a plan from vision to implementation. Our broad, integrated practice is well-suited for strategic small town planning; we have the bench strength necessary to reach out to staff in other disciplines and offices to ensure that the right person is assigned to tasks.

Our planning practice focuses quality of life communities, with emphasis on robust public engagement, sensitive integration of future development, redevelopment and public facilities, large-scale infrastructure, recreational assets, and measurable implementation actions. Our documents are functional, with an aesthetic unique to and that celebrates the City. Our assigned personnel have performed similar planning tasks for decades, with emphasis on garnering public support and coordinating the needs of a variety of stakeholders and agencies to create lasting, implementable recommendations that promote social, economic, and environmental sustainability and resiliency. Project Manager and primary contact Megan Moore will be responsible for day-to-day communications and authorship of the plan. Bruce Meighen, a certified planner with over 25 years of experience, has specialized in award-winning plans for quality of life communities across the West. Bruce will serve as a principal and strategic advisor, and will be responsible for overall guidance of the plan. Melissa Ruth, along with our larger team of in-house planners designers, and graphic specialists, will support the project management team.

MEGAN MOORE,
ASLA, ASSOC. AIA
PROJECT
MANAGER



Megan is a planner and urban designer with extensive experience in planning and design at a wide range of scales. She specializes in comprehensive, subarea, and corridor planning with a key focus on urban revitalization and growth management. With over 15 years of experience, she is already the recipient of more than 30 design and planning awards. Her planning capabilities are enhanced by her background in architecture and landscape architecture, giving her a unique perspective into urban design strategies and solutions and implementing policy guidance to create human-scale places and preserve character. She has been working with a number of similar communities throughout Idaho and the Mountain West.

BRUCE MEIGHEN,
AICP



PRINCIPAL AND
STRATEGIC ADVISOR

Bruce is a certified planner with 25 years of experience and more than 50 awards in comprehensive planning and public involvement. Bruce has spent his career working with quality of life communities in the West, particularly those seeking to preserve their character while exercising adaptability and innovation. He also specializes in downtowns, economics, recreation, housing, open space, and transportation. Many of his projects include the incorporation of funding sources, incentivization, code, and development strategies.

MELISSA RUTH



COMMUNITY
PLANNER

Melissa is a community planner with experience in both the public and the private sector, ranging from public participation and engagement to development application preparation and presentations to elected officials. She brings exceptional ability in land use code comprehension, and combines her community planning abilities with a passion for resource management, resulting in plans that consider natural environment preservation and protection. Melissa is a trained mediator and is skilled at public engagement and outreach development and facilitation.

KITTELSON & ASSOCIATES, INC.

Founded in 1985, Kittelson & Associates, Inc. (Kittelson) provides quality, cost effective, and innovative transportation engineering and planning services. We have a long history of developing performance-based, solution-driven transportation plans and innovative approaches that maximize scarce funding to improve communities. Our local Boise office has been proudly serving communities in Southwest Idaho for over 17 years, including work in Gem, Ada, Canyon, and Boise Counties. We operate under a one-firm approach that allows for sharing of project needs between offices to maximize available resources and national expertise.



NICK FOSTER, AICP, RSP₁
TRANSPORTATION PLANNER

Nick is a leading multimodal transportation planner in the Treasure Valley. He has led regional and city-wide planning efforts; corridor and sub-area plans; and concept design efforts. Nick is experienced with working with community members and agency staff to successfully complete projects that reflect the community and are well supported. His technical expertise includes active transportation planning, transportation safety, and traffic operations. Nick's recent projects preparing the transportation components of comprehensive plans for the Cities of Eagle, Meridian, and McCall, as well as the ongoing update to the City of Coeur d'Alene's comprehensive plan.

LELAND CONSULTING GROUP

Leland Consulting Group was established in 1989 and has over 31 years of experience providing real estate and urban planning services to public and private sector clients across the United States. In more than 250 communities across the country, our strategies have resulted in built projects that immediately improve residents' quality of life: thriving downtowns, bustling shopping districts, inviting neighborhoods, and productive employment centers. As urban strategists, our role is to keep the big picture in sight, while simultaneously providing deep expertise in the strategic, market, financial, and economic elements that make projects possible and successful. We recognize that special and economically viable places result not just from one factor, but from the combination of quality design, supportive markets, developer capacity, and financial strength. During every assignment, we engage the public and private champions essential to rallying support and overcoming obstacles.



TED KAMP
ECONOMICS AND MARKET ANALYST

Edward "Ted" Kamp provides market analysis in support of strategic land use decisions for public planners and private developers. Drawing on expertise in GIS, market economics, and demographic analysis, he incorporates user-friendly information design to convey critical market intelligence to stakeholders. His work spans a variety of development and planning contexts including comprehensive planning, urban infill, economic development, suburban revitalization, impact analysis, and transit-oriented development.

HARMONY DESIGN & ENGINEERING

Harmony Design & Engineering is based in Driggs, Idaho, and has been providing professional engineering and planning services to small communities throughout the Intermountain West since 2005. Harmony is a nationally certified Women Business Enterprise, a Wyoming Department of Transportation DBE firm, and a Wyoming S-corporation with two principal owners, Jennifer Zung and Randel Blough.



JENNIFER ZUNG, PE
CIVIL ENGINEER AND WATER RESOURCES SPECIALIST

Jennifer has more than 25 years of professional experience in the civil engineering and water resources field. She is the founding principal of Harmony Design & Engineering, which was born out of the inspiration to provide engineering services with an emphasis on environmental conservation. Her skills and abilities include client-oriented project management and sensitive community outreach, combined with solid technical expertise in water resources, hydrologic and hydraulic engineering, floodplain mapping, and general site civil engineering.

KEY PERSONNEL RÉSUMÉS



MEGAN MOORE, ASLA, ASSOC. AIA
PROJECT MANAGER



Education

Master of Architecture, University of Colorado at Denver, 2005

Master of Landscape Architecture, University of Colorado at Denver, 2005

Graduate Certificate in Historic Preservation, University of Colorado at Denver, 2005

B.S. in Architectural Studies, University of Illinois at Urbana-Champaign, 2001

Professional Affiliations

American Society of Landscape Architects (ASLA)

Associate, American Institute of Architects (AIA)

Megan is a planner and urban designer with extensive experience in planning and design at a wide range of scales. She specializes in comprehensive, subarea, and corridor planning with a key focus on urban revitalization and growth management. With over 15 years of experience, she is already the recipient of more than 30 design and planning awards. Her planning capabilities are enhanced by her background in architecture and landscape architecture, giving her a unique perspective into urban design strategies and solutions and implementing policy guidance to create human-scale places and preserve character. She has been working with a number of similar communities throughout Idaho and the Mountain West.

Selected Relevant Experience

- Uniquely Driggs Comprehensive Plan, Idaho
- ReEnvision Victor Comprehensive Plan, Idaho
- West Central Mountains Economic Development Strategy, Valley and Meadow counties, Idaho
- West Central Mountains Economic Development Strategy, Idaho
- Imagine Sandpoint Comprehensive and Airport Plan Updates, Idaho
- MyMeridian Comprehensive Plan, Fields Subarea and Town Center, Idaho
- South of the River Subarea Plan, Star, Idaho
- Teton County Comprehensive Plan, Idaho
- Twin Falls Grow With Us Comprehensive Plan, Idaho
- McCall Downtown Plan; McCall in Motion Comprehensive Plan, Transportation Plan, and Workforce Housing Study, Idaho
- Envision Three Forks Growth Policy Update, Montana
- Plan Manhattan Growth Policy Update, Montana
- Envision Gallatin Growth Policy Update, Montana
- Bozeman Comprehensive Plan and Climate Action Plan, Montana
- Larimer County Comprehensive Plan for Community Development, Colorado
- Town of Mead Comprehensive Plan, Colorado
- Town of Jackson / Teton County Comprehensive Plan and Character Districts; Land Development Regulations Update; Workforce Housing Action Plan; and Integrated Transportation Plan, Wyoming
- PlanGMF Comprehensive Plan, Colorado
- Castle Pines Comprehensive Plan (2015 and 2020) and Design Guidelines, Colorado
- Mountain Village Comprehensive Plan and Town Hall Subarea Plan, Colorado
- Generation Casper Comprehensive Plan, Wyoming
- Timnath Comprehensive Plan Update and Parks, Recreation, Open Space, and Trails Plan Update, Colorado
- Plan GMF - Green Mountain Falls Comprehensive Plan, Colorado



BRUCE MEIGHEN, AICP
PRINCIPAL AND STRATEGIC ADVISOR



Education

Master of City and Regional
Planning, Georgia Institute of
Technology, 1994

B.A., Geography Urban Systems,
McGill University, Montreal,
Quebec, 1992

Professional Registrations

American Institute of Certified
Planners (AICP)

Bruce is a certified planner with 25 years of experience and more than 50 awards in comprehensive planning and public involvement. Bruce has spent his career working with quality of life communities in the West, particularly those seeking to preserve their character while exercising adaptability and innovation. He also specializes in downtowns, economics, recreation, housing, open space, and transportation. Many of his projects include the incorporation of funding sources, incentivization, code, and development strategies.

Selected Relevant Experience

- MyMeridian Comprehensive Plan, Fields Subarea and Town Center, Idaho
- South of the River Subarea Plan, Star, Idaho
- Uniquely Driggs Comprehensive Plan, Idaho
- ReEnvision Victor Comprehensive Plan, Idaho
- West Central Mountains Economic Development Strategy, Valley and Meadow counties, Idaho
- Imagine Sandpoint Comprehensive and Airport Plan Updates, Idaho
- McCall Downtown Plan; McCall in Motion Comprehensive Plan, Transportation Plan, and Workforce Housing Study, Idaho
- Ketchum Historic Preservation Ordinance, Design Guidelines, and Historic Preservation Handbook, Sun Valley, Idaho
- Twin Falls Grow With Us Comprehensive Plan and Historic Development Plan, Idaho
- Teton County Comprehensive Plan, Idaho
- Teton View Regional Plan for Sustainable Development, Idaho and Wyoming
- Envision Three Forks Growth Policy, Montana
- Plan Manhattan Growth Policy, Montana
- Big Sky Resort Area District Community Visioning Strategy, Montana
- Johnstown Comprehensive Plan, Colorado
- Plan GMF - Green Mountain Falls Comprehensive Plan, Colorado
- Larimer County Comprehensive Plan and Mountain Resiliency Plan, Colorado
- Adams County District Plan, Colorado
- Ogden Valley General Plan Update, Utah
- Generation Casper Comprehensive Plan, Wyoming
- Bozeman Comprehensive Plan and Climate Action Plan, Montana
- Cody Comprehensive Plan Update, Wyoming
- Town of Jackson / Teton County Comprehensive Plan and Character Districts; Land Development Regulations Update; Workforce Housing Action Plan; and Integrated Transportation Plan, Wyoming
- BeBrighton Comprehensive Plan, Colorado
- Create Loveland Comprehensive Plan and subsequent Zoning Code Update, Colorado
- Town of Mead Comprehensive Plan, Colorado
- Imagine Winter Park Town Master Plan, Colorado
- Big Sky Resort Area District Community Visioning Strategy, Montana



MELISSA RUTH
COMMUNITY PLANNER



Melissa is a community planner with experience in both the public and the private sector, ranging from public participation and engagement to development application preparation and presentations to elected officials. She brings exceptional ability in land use code comprehension, and combines her community planning abilities with a passion for resource management, resulting in plans that consider natural environment preservation and protection. Melissa is a trained mediator and is skilled at public engagement and outreach development and facilitation.

Education

Masters Urban and Regional
Planning, University of Florida
Online (in progress)

B.A. Environmental Policy, Western
Washington University, (2017)

Professional Affiliations

American Planning Association
WYOPASS

Selected Relevant Experience

- South of the River Subarea Plan, Star, Idaho
- MyMeridian Comprehensive Plan, Fields Subarea and Town Center, Idaho
- Ketchum Historic Preservation Ordinance, Design Guidelines, and Historic Preservation Handbook, Sun Valley, Idaho
- Ada County Zoning Ordinance Amendment, Idaho
- Manitou Springs Zoning and Subdivision Code Updates, Colorado
- Pagosa Springs Land Use Development Code Rewrite, Colorado
- Buckeye Wildlife Linkages Best Management Practices Guide, Buckeye, Arizona
- Englewood Zoning Code Assessment, Colorado
- Natrona County Zoning Resolution Rewrite, Wyoming
- West 192 Redevelopment Plan, Osceola County, Florida
- Page Comprehensive Housing Study, Arizona
- Washoe County Master Plan Update, Nevada
- Douglas County Master Plan Update, Nevada
- Johnstown Comprehensive Plan, Johnstown, Colorado
- Woodland Park Comprehensive Plan and Land Use Code Update, Colorado

NICK FOSTER, AICP, RSP1
TRANSPORTATION PLANNER



Education

MS, Civil Engineering, Portland State University

BA, Applied Physics, Economics, Whitworth University

Certifications

Road Safety Professional

American Institute of Certified Planners

Affiliations

Association of Pedestrian and Bicycle Professionals

American Planning Association

Awards

Oregon Ave Protected Bike Lane, Judges Choice Award, American Council of Engineering Companies, Oregon Chapter

Clackamas County Transportation Safety Action Plan, Achievement Award, National Association of Counties

Nick is a leading multimodal transportation planner in the Treasure Valley. He has led regional and city-wide planning efforts; corridor and sub-area plans; and concept design efforts. Nick is experienced with working with community members and agency staff to successfully complete projects that reflect the community and are well supported. His technical expertise includes active transportation planning, transportation safety, and traffic operations. Nick's recent projects preparing the transportation components of comprehensive plans for the Cities of Eagle, Meridian, and McCall, as well as the ongoing update to the City of Coeur d'Alene's comprehensive plan.

Selected Relevant Experience

- **McCall in Motion Transportation Master Plan.** Nick, working with Logan Simpson, led the first ever transportation master plan for the City of McCall. This plan emphasizes improved walking and biking. Nick worked with Idaho Transportation Department (ITD) and the City to develop projects that achieve the City's goals on SH 55, which is the main street through downtown McCall.
- **Eagle Comprehensive Plan Update.** Nick managed the team that wrote the Transportation chapter for the City of Eagle's recent comprehensive plan update. This included working with a multi-agency and public stakeholder group to write policy and action statements and to develop a conceptual future road network that creates a more connected city, which the City has used to update ACHD's Master Street Map to better align with its vision.
- **Meridian Comprehensive Plan Update.** As a subconsultant to Logan Simpson, Nick led the transportation team in the recently completed update of Meridian's comprehensive plan. This work included working with the team to develop conceptual road networks within the emphasis sub-areas, recommending proposed changes to ACHD's Master Street Map, and creating an interactive online mapping application that allows City staff and the public to view planned transportation improvements in the City.
- **Star, South of the River Subarea Plan.** Nick, working with Logan Simpson, is leading the transportation component of this subarea plan for the City of Star. This plan is creating a blueprint for new civic, commercial, and residential uses in a largely undeveloped area. The transportation analysis includes evaluating existing and projected future traffic operations, multimodal traffic circulation, and crash data.



TED KAMP

ECONOMICS AND MARKET ANALYSIS



Education

Master of Urban and Regional Planning, PhD coursework, University of Colorado

Master of Science, Marketing (Consumer Behavior), University of Arizona

Bachelor in Business Administration (with honors), University of Oklahoma

Awards and Publications

1999 Outstanding Graduate: Urban and Regional Planning Masters Program, University of Colorado-Denver

1998 ASCP McClure Student Award: "Empathy and Planning" (best paper nationally by a masters student)

Author, with Deborah MacInnis: "Characteristics of Portrayed Emotions in Commercials: When Does What is Shown in Ads Affect Viewers," *Journal of Advertising Research*, December 1995

Edward "Ted" Kamp provides market analysis in support of strategic land use decisions for public planners and private developers. Drawing on expertise in GIS, market economics, and demographic analysis, he incorporates user-friendly information design to convey critical market intelligence to stakeholders.

His work spans a variety of development and planning contexts including comprehensive planning, urban infill, economic development, suburban revitalization, impact analysis, and transit-oriented development. Recent client work has covered locales across the western and central US, including multiple projects in California, Colorado, Idaho, Iowa, Montana, Nevada, New Mexico, Oregon, Texas, Utah, Washington, and Wyoming. In addition, he taught the Urban Market Analysis course for planning graduate students at the University of Colorado-Denver for five years.

After receiving a BBA (with honors) from the University of Oklahoma and an MS in Marketing Research/Consumer Behavior from the University of Arizona, Ted provided research and strategic planning services for the Leo Burnett advertising agency in Chicago. He subsequently earned a Masters in Urban and Regional Planning (and completed PhD coursework) at the University of Colorado-Denver. He has provided urban market analysis consulting services for the past 19 years.

Selected Relevant Experience

- South of the River Subarea Plan, Star, Idaho
- MyMeridian Comprehensive Plan, Fields Subarea and Town Center, Idaho
- Comprehensive Plan Update, Merriam, Kansas
- Comprehensive Plan Update, Parkville, Missouri
- State Street TOD Design and Implementation Plan, Boise, Idaho
- Comprehensive Plan Update, Twin Falls, Idaho
- Economic Development Strategy, Meridian, Idaho
- Health Corridor Master Plan and Economic Feasibility Study, Coeur d'Alene, Idaho
- Comprehensive Plan Update, Ankeny, Iowa
- Citywide Retail Analysis, Boulder, Colorado
- Downtown Circulator Alternatives Analysis, Boise, Idaho
- Comprehensive Plan Update, Brighton, Colorado
- Comprehensive Plan Update, Ottumwa, Iowa
- Urban Renewal Area Eligibility Study, Boise, Idaho
- Comprehensive Plan Update and Revision, Casper, Wyoming

JENNIFER ZUNG, PE
CIVIL ENGINEER AND WATER RESOURCES SPECIALIST



Education

M.S. Civil Engineering - Hydrologic and Environmental Sciences and Engineering, Colorado State University, Fort Collins, Colorado, Summa Cum Laude, 1996

B.S. Civil Engineering Missouri University of Science & Technology, Rolla, Missouri, Summa Cum Laude, 1994

Professional Registrations

Professional Engineer, Wyoming (No. 10463), Idaho (No. 11539), Montana (No. 49392), Colorado (No. 34767), Washington (No. 55758)

Water Pollution Control Manager (WPCM)

Certified Floodplain Manager (CFM)

LEED Accredited Professional

Jennifer has more than 25-years of professional experience in the civil engineering and water resources field. She is the founding principal of Harmony Design & Engineering, which was born out of the inspiration to provide engineering services with an emphasis on environmental conservation. Her skills and abilities include client-oriented project management and sensitive community outreach, combined with solid technical expertise in water resources, hydrologic and hydraulic engineering, floodplain mapping, and general site civil engineering. Jennifer will assist with utilities infrastructure and floodplain analysis.

Selected Relevant Experience

Hailey Greenway Master Plan. Project manager for this plan that combines long-term floodplain management and ecosystem health with recreation access and land use planning. Extensive public outreach was conducted to help address immediate flooding concerns from the neighboring properties.

Blaine County Community Bicycle and Pedestrian Master Plan. Project manager and facilitator working with six different jurisdictions to develop a comprehensive plan for bike and pedestrian infrastructure using a variety of public outreach tools. The plan was awarded the 2016 Citizen Advocacy Award by Idaho Smart Growth and a 2015 Honorable Mention Award of Merit by the Idaho APA.

Downtown McCall Master Plan. Project Manager of a large consulting team for this project that synthesized public goals into an integrated vision for Downtown McCall. The plan had broad public support and was awarded the 2014 Idaho APA Outstanding Plan Award and the 2014 Idaho Smart Growth Award.

Teton County Idaho Comprehensive Plan Update. Project manager and lead facilitator for this multi-year project with a significant public outreach component that included six subcommittees that met 72 times, six public meetings, and four public hearings. This project was awarded the 2012 Public Outreach Award from the Idaho Chapter of the American Planning Association.

Pend d'Oreille Bay Trail Master Plan. Project Manager, lead engineer, and public outreach manager for a 2-mile trail extension that included ADA accessible viewing points, a water trail with kayak launch points, trailhead improvements, parking improvements, highway underpass design, and pathway connections. Produced preliminary plan, profile, and cross sections for the trail improvements and significant public outreach to inform the final plan.

CONTACT US

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MEGAN MOORE, ASLA, ASSOC. AIA

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BRUCE MEIGHEN, AICP

Principal and Strategic Advisor

M: 970.214.9349

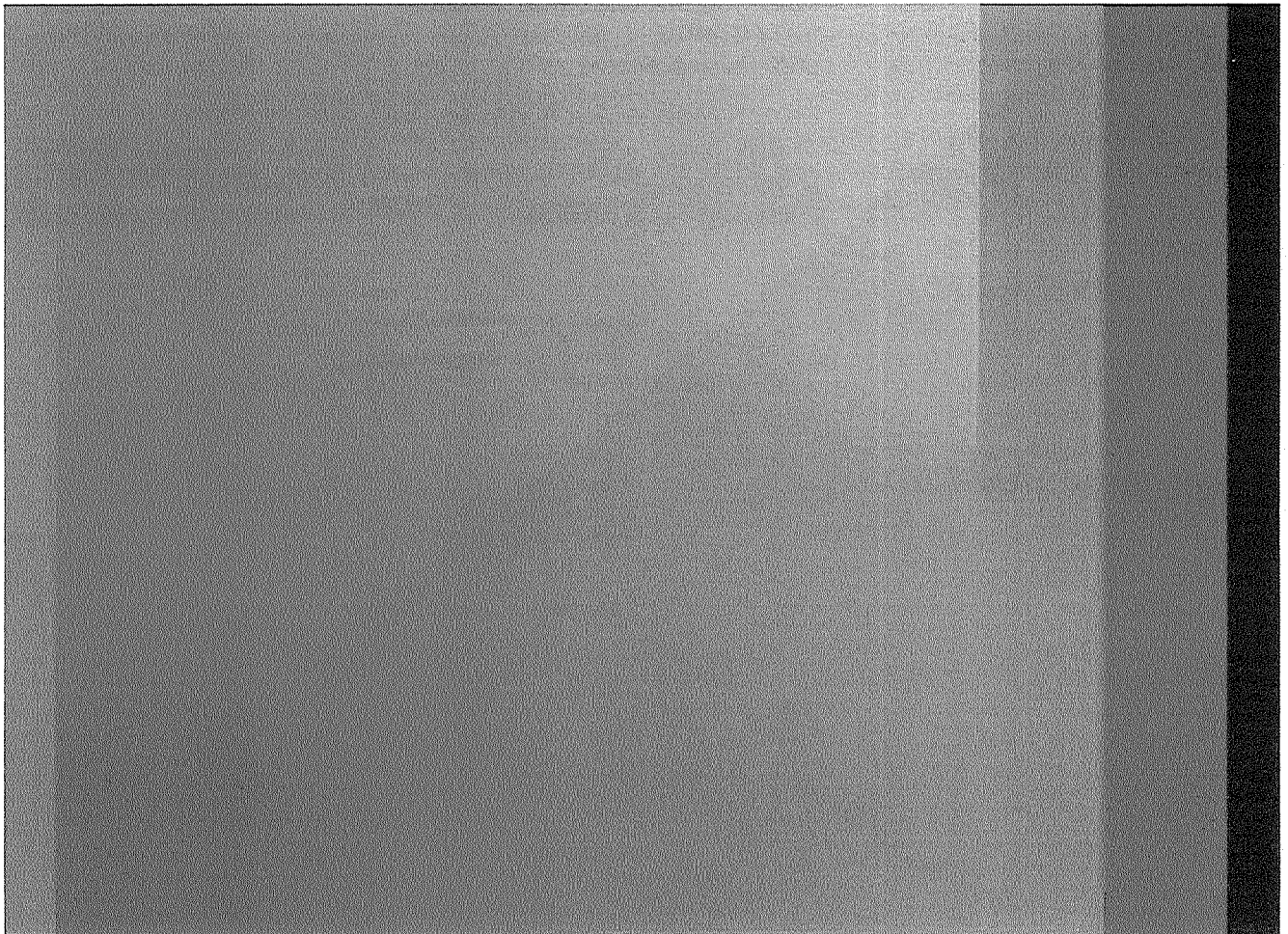
E: bmeighen@logansimpson.com



**New Comprehensive Plan
for the City of Emmett**

Letter of Interest and Qualifications Statement

April 2021





April 1, 2021

Mr. Brian Sullivan
Building Official Zoning Administrator
City of Emmett

Subject: Letter of Interest and Statement of Qualifications for a new Emmett Comprehensive Plan

Dear Brian,

Thank you for including Jacobs in your solicitation for a new comprehensive plan for the City of Emmett (City). Please accept the following as our Letter of Interest and Statement of Qualifications for managing this process and project. Jacobs is poised and committed to be your partner in developing this new plan.

Our project manager, Daren Fluke, has tailored a project approach, scope of work, timeline, and staff-hour estimate specifically aligned to the City's desires for its new comprehensive plan. Our scope of work is centered around a robust public engagement process that utilizes a Citizen's Advisory Committee (CAC), City staff and elected officials, and most importantly, the public at large to establish a community vision that is truly reflective of the City and its people. This citizen-centric approach will ensure that your plan begins and ends with the citizenry fully engaged and is broadly supported in terms of both the process and the final product.

Daren joined the Jacobs team in 2020 after a successful career in both the public and private sectors and brings almost 30 years of experience to your project. Most recently, Daren led Boise's Comprehensive Planning Team and was responsible for a broad range of plans and initiatives over 7 years. Before joining the City of Boise, he worked for more than 12 years as a consultant on a broad range of public sector plans and ordinances as well as numerous design and development projects in the Intermountain West. In addition, he has assembled a talented team of specialists in planning, public engagement, GIS, and graphic design to assist in all phases of the project.

We are truly excited to embark on this project with the City team and citizens of Emmett and would appreciate the opportunity to discuss your needs and our expertise and qualifications in more detail. Please do not hesitate to call Daren if you have questions or need additional information regarding any of the above.

Sincerely,

Jacobs Engineering Group Inc.

A handwritten signature in black ink, appearing to read "John H. Barker".

John Barker, Vice President
Idaho Client Account Manager

A handwritten signature in black ink, appearing to read "Daren Fluke".

Daren Fluke, AICP
Project Manager
208.869.3903 (M)
daren.fluke@jacobs.com

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1. Project Approach

1.1 Project Context

Platted in 1900, the City of Emmett (City) is the county seat and only incorporated City within Gem County. The City has an estimated population of just over 7,000 and is included within the Boise Metropolitan Statistical Area along with Ada, Canyon, and Owyhee counties. The City's current comprehensive plan is a joint effort between the City and Gem County known as the Gem Community Comprehensive Plan and was last updated in 2014.

We understand the City desires a new comprehensive plan focused solely on the City and that the unincorporated portions of Gem County will not be included within the new plan. The City has requested a proposal for managing a public process to develop a new plan in compliance with Chapter 67-6508 of the Idaho Statutes. This proposal contemplates a community engagement process including a Citizen's Advisory Committee (CAC), City staff and elected officials, and the public at large. This process will initially focus on establishing the values, vision, and desires of the community for the built and natural environment within the City and its attendant Area of City Impact. Throughout the engagement process the consultant will draft applicable sections of the new plan for review and approval by the CAC, the staff, and ultimately the citizens of the community.

This proposal should be treated as a first draft and is subject to discussion and amendment by the City. As requested in the RFQ, a staff-hour estimate is presented in Section 3.

Our approach is intended to be an open and inclusive process with the following objectives:

- Assist the City in developing and executing a Citywide public engagement process to identify the values of the community and develop a vision for the built environment.
- Review the existing plan to identify provisions that are still relevant to the current effort.
- Draft a new plan providing a vision for the built and natural environment within the City and its impact area.
- Assist the City in the adoption of the plan through a public engagement and public hearing process.

1.2 Proposed Scope of Work

1.2.1 Project Management

Timely and frequent communication is the foundation of our project management approach. We propose brief bi-weekly project check-ins between the City and the consultant. Initially these will be scheduled on a standing basis and can be adjusted as necessary. Regular check-in agendas typically include a schedule update, current project issues, and upcoming deliverables. The consultants will bill the City monthly and will include status updates on scope, schedule, and budget. We will prepare brief agendas for all meetings and will send the agenda and all relevant meeting materials prior to each meeting.

1.2.2 Phase 1: Kickoff & Organize

1.2.2.1 TASK 1.1: Project Preliminaries

- Prepare for and hold initial coordination meeting with City of Emmett Project Manager.
- Prepare for and hold a kickoff meeting with City staff (1) and elected officials (1).
- Prepare for and facilitate Citizen Advisory Committee Meeting #1. Proposed agenda:
 - Review project purpose, scope, schedule.
 - Review required elements of a Comprehensive Plan.
 - Conduct vision and values discussion.

- Community engagement and communications plan.
- Identify action items for follow up.
- Develop communications and outreach tools including project brand guide, public involvement plan and document sharing platform.

1.2.2.2 TASK 1.2: Existing Conditions Documentation

- Review relevant plans and documents, create bibliography, and summarize relevant plan policies in a brief memo.
- Identify and collect existing GIS data.
- Initiate community demographic profile based on publicly available data from the State of Idaho and the US Census Bureau (this task does not include the collection of original data).
- Facilitate a meeting with City department representatives and other agency representatives; summarize relevant information and issues in a brief memo.
- Share documents with Citizen Advisory Committee for review.

1.2.2.3 TASK 1.3: Citizen Advisory Committee Meeting #2

- Prepare for and facilitate Citizen Advisory Committee Meeting #2. Proposed agenda:
 - Recap Meeting #1.
 - Review department and agency information and issues memo.
 - Facilitate "assets and opportunities" mapping exercise.
 - Review sample plans and discuss plan framework.
 - Identify action items for follow-up.

1.2.2.4 TASK 1.4: Project Brand & Web Site

- Develop a project brand (includes a logo, color palate, and font that will be used for all documents throughout the project)
- Develop a project web site and domain

Phase 1 Deliverables: Project management materials and file sharing platform, public involvement plan, project brand, draft assets and opportunities map, relevant plans memo, Citizen Advisory Committee meeting materials, City department and agency partner information and issues memo, and Phase 1 summary report.

1.2.3 Phase 2: Listen & Learn

1.2.3.1 TASK 2.1: Conditions & Trends Research

- Collect, organize, and analyze demographic data and projections.
- Prepare for and facilitate Citizen Advisory Committee Meeting #3. Proposed Agenda:
 - Recap CAC meeting #2
 - Review key findings and current GIS information (maps) and identify areas for potential additional research.
 - Review mapping survey.
 - Discuss format and coordinate logistics for publicizing survey and hosting workshop.
 - Identify action items for followup.

1.2.3.2 TASK 2.2: Citywide Survey & Workshop #1 (Citywide Vision)

- Develop a mapping survey and test with Citizen Advisory Committee and City.
- In conjunction with the CAC and City development a citizen survey & workshop outline.
- Launch and monitor survey #1.
- Prepare for and facilitate Citywide visioning workshop.
- Summarize key findings from survey and workshop. Share results online and with Citizen Advisory Committee and City.

1.2.3.3 TASK 2.3: Key Themes + Findings

- Conduct any additional requested research identified in Task 2.1. Research may include accessing additional data or conducting focus groups with key informants such as business owners, youth, or historic preservation advocates (can substitute for CAC meeting #4).
- Summarize findings from all previous steps in document that will be referenced sections of the Comprehensive Plan.

Phase 2 Deliverables: Citywide survey & summary report, Citizen Advisory Committee meeting #3 materials, project website, online survey, Citywide workshop #1 materials, Phase 2 summary report.

1.2.4 Phase 3: Listen & Draft

1.2.4.1 TASK 3.1. Goals, Strategies & Priorities

- Based on work to date, develop a draft comprehensive plan outline including vision and goals.
- Develop draft mapping.
- Prepare for and facilitate Citizen Advisory Committee Meeting #4. Proposed topics:
 - Recap CAC Meeting #3
 - Review key themes summary report and elements to be included in the comprehensive plan
 - Review and discuss draft vision and goals.
 - Discuss format and coordinate logistics for publicizing survey and hosting Workshop #2.
 - Identify action items for follow up.

1.2.4.2 TASK 3.2. Citywide Survey & Workshop #2 (Citywide Goals & Policies)

- Update project website, create and integrate web survey and workshop information.
- Assist with development of survey/workshop public City.
- Launch and monitor survey.
- Prepare for and help facilitate Citywide prioritization workshop. Develop workshop materials such as vision, goals and strategies posters and workshop prioritization exercises.
- Summarize key findings from survey and workshop. Share results online and with Citizen Advisory Committee and City.

1.2.4.3 TASK 3.3. Draft Plan

- Compile draft components into complete plan document and share with Citizen Advisory Committee, City and technical advisors for review.
- Revise draft plan based on reviewer input.

- Develop plan graphics and layout design.
- Prepare for and facilitate Citizen Advisory Committee Meeting #5. Proposed Agenda:
 - Discuss and work through short list of remaining issues related to plan policies or elements.
 - Discuss format and coordinate logistics for publicizing survey and hosting workshop.
 - Identify action items for follow up.
- Develop implementation tables and accompanying capital projects map(s).

Phase 3 Deliverables: Draft plan elements including vision, goals, strategies and priority projects list, draft implementation maps, CAC Meeting #3 materials, Citizen Survey #2, Citywide Workshop #2 materials, Phase 3 outreach summary, draft comprehensive plan outline.

1.2.5 Phase 4: Listen & Edit

1.2.5.1 TASK 4.1. Citywide Survey and Workshop #3

- Update project website and create and integrate draft plan outline.
- Develop Survey #3 and test with Citizen Advisory Committee and City.
- Assist with development of survey/workshop publicity to share and confirm key plan elements and collect final feedback.
- Launch and monitor survey.
- Help prepare for open house-style "meet and greet" workshop to share final draft plan and implementation plan.
- Participate in open house and help capture and document feedback.

1.2.5.2 TASK 4.2. Final Plan

- Update draft plan based on input from survey and workshop.
- Revise plan layout and graphics.
- Prepare final files for output to City.

Phase 4 Deliverables: Updated project website, citizen Survey #3, Citywide Workshop # 3 materials, Phase 4 outreach summary, Final Comprehensive Plan document, final project files.

1.2.6 Phase 5: Adoption

1.2.6.1 TASK 5.1. Prepare the "Hearing Draft" of the Comprehensive Plan

- Update project website and create and integrate the final draft plan. Test with CAC and City staff.
- Prepare application for initial Planning and Zoning (P&Z) public hearing.
- Help prepare for open house-style "meet and greet" workshop to share final draft plan.
- Participate in open house and help capture and document feedback.

1.2.6.2 TASK 5.2. Final Plan (for Adoption)

- Update draft plan based on input from P&Z.
- Revise plan layout, graphics, and mapping as necessary.
- Prepare final files for output to the City and CAC.

Phase 5 Deliverables: Final City of Emmett Comprehensive Plan document, final project files.

1.3 Assumptions, Limitations, and Responsibilities

The following assumptions, limitations, and responsibilities will be further developed in the contract between the City and Jacobs and are subject to discussion and negotiation between the parties. It is understood that changes to these provisions will result in changes (typically increases) in the proposed project budget.

1. Assumptions

- The City will provide all required GIS data required for base mapping and development of thematic maps. Data should include parcels (tax lots), zoning, land use, road centerline, parks, floodways, easements, City limit boundary, and updated aerial imagery (if available). If the City does not maintain data, they will work with the County to obtain applicable data and provide to Jacobs. Development or procurement of GIS data not provided by the City is considered out of scope but may be provided by Jacobs subject to an agreement for additional services.
- All meetings noted above will be held virtually. Jacobs will develop the meeting agendas and materials, provide the digital platform, and facilitate all meetings.
- The City's project manager or representative will attend all meetings of the Citizen's Advisory Committee and Citizen's workshops as noted above.
- Jacobs will develop content for the on-line surveys previously noted and will host the same and make available to the public. The City will review and approve all content prior to publication on-line and will promote the survey and encourage participation on the City website and in utility billings and other appropriate forums at their discretion.
- Travel from Boise to Emmett for in-person meetings will be billed as a separate direct expense based on a 60-mile round trip at \$0.56/mile.
- Printed materials, presentation graphics, and boards for in-person public open houses or workshops will be billed as a direct expense.

2. Limitations

- Final work product and documents will be delivered in an electronic format using appropriate software for the content. Printed materials will be made available upon request and will be billed as a direct expense.
- All meetings and coordination efforts will be conducted virtually. In-person meetings can be accommodated upon request and will be billed as a direct expense. Mileage reimbursement rates will comply with the IRS Standard Mileage Rates for the appropriate calendar year.

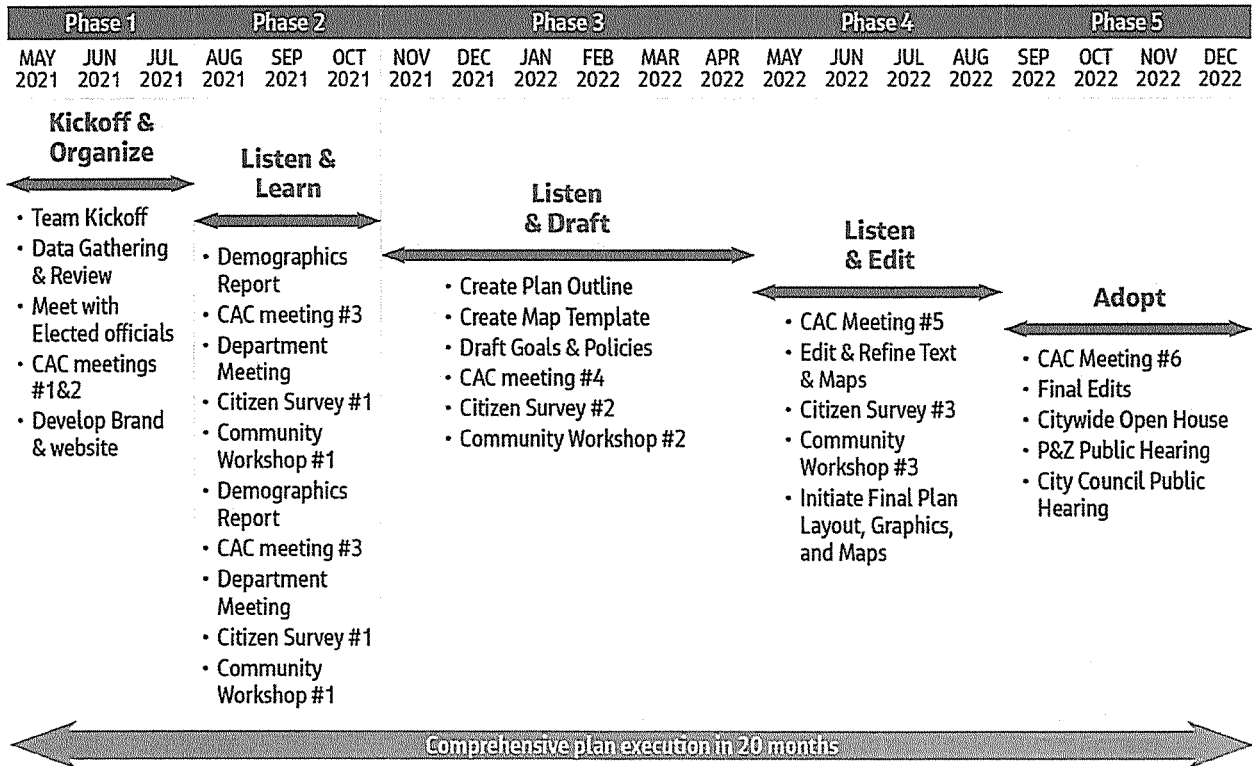
3. Responsibilities

- The City will provide timely review of all meeting agendas and materials, mapping, and draft work product. When providing comments and edits, the City will consolidate the reviews into a single review document.
- The City will provide Jacobs with a "red line" version of the existing comprehensive plan identifying sections, text, maps, or any other content that is desired to be reused in the new document. This content will be made available to Jacobs in Phase I and presented to the CAC in Meeting #2 as described in the above Scope of Work.

2. Timeline

As presented in Section 1, Project Approach, we propose a five-phase scope of work to be executed over approximately 20 months. These five phases include a kickoff and organization phase; a listening and learning phase; a drafting phase; a listening and editing phase; and an adoption phase.

The meeting and outreach schedule presented below strives to create a regular feedback loop between the consultant, the CAC, and the City staff to identify and resolve issues as they may arise.



3. Staff-hour Estimate

As requested in the RFQ, the table that follows shows the estimated hours by staff member and project role to complete the tasks presented in Section 1, Project Approach.

Task Start DateTask End DateTask Sub Task					Description	Jacobs Labor										Total Hours By Task
						PM / Sr. Planner	Land Use Planner	GIS	Graphics & Tech Editor	Admin	Project Controls	Public Engagement	Architectural Design			
				1.0.0 Organize & Kick-off		Daren Fluke	Stuart Campbell	Sarah Jennings	Sara Baker	Emily Perlstein	Donna Taggart	Tara O'Brien	Sara Hober			
						22	46	14	18	8			6	132		
05/01/21	07/30/21	1.1	1.1.1	Project Preliminaries	10	16	2	2				8		38		
				1.1.2 Prepare for, organize, attend initial coordination meeting	2	4						6				
				1.1.3 Prepare for, organize, attend Kick-off mtg with Staff & Electeds	2	4						6				
				1.1.4 Prepare for, organize, attend Citizen Advisory Committee Meeting #1	4	4							8			
				1.1.5 Develop communications tools, project guide, PE plan	2	4	2	2			8		18			
				Existing Conditions Documentation	6	22	8					2	38			
				1.2.1 Review relevant plans and documents, create bibliography and summarize relevant plan policies in a brief memo	4	12						16	16			
				1.2.2 Identify, collect, input GIS data	2	2	8					2	10			
				1.2.3 Initiate community demographic profile		4							6			
				1.2.4 Facilitate a meeting with City of Emmett department representatives and other agency representatives; summarize relevant info and issues in a brief memo	2	4							6			
				Citizen Advisory Committee Meeting #2	6	8	4	16			14		56			
				1.3	1.3.1	Prepare for, organize, attend Citizen Advisory Committee Meeting #2	2	4					6			
1.4	1.4.1	Develop Project Brand							4							
										4						
										4						
										4						
		1.4.2	Develop Project Website, obtain domain, go live	2	2	2	8	8		2	4	20				
				2	2	2	8		12			26				
		2.0.0 Urban Design			18	52	16	14	8		22	6	128			
08/01/21	10/31/21	2.1	2.1.1	Conditions & Trends Research	4	16		4					2	26		
				2.1.1 Collect, organize, and analyze demographic data & projections.	1	8							9			
				2.1.2 Prepare for and facilitate Citizen Advisory Committee Meeting #3	2	4						6				
				2.1.3 Produce demographic report	1	4		4				2	11			
				Citywide Survey & Workshop #1	11	24	16	8			22		81			
				2.2.1 Develop a mapping survey and test with Citizen Advisory Committee and City Staff	2	4	8	4			4		22			
				2.2.2 In conjunction with the CAC and City staff, develop a citizen survey & workshop outline	2	4	2				4		12			
				2.2.3 Launch and monitor Survey #1	1	4	4				4		13			
				2.2.4 Prepare for and facilitate citywide visioning workshop	4	8	2	4			8		26			
				2.2.5 Summarize key findings from survey and workshop; share results online and with Citizen Advisory Committee and City	2	4					2		8			
				Key Themes & Findings	3	12		2			4		21			
				2.3	2.3.1	Conduct additional research	2	4					6			
	2.3.2	Summarize findings for inclusion in Comprehensive Plan	1	8			2			15						
			52	132	26	14	8		43	14	311					
11/01/21	04/28/22	3.1	3.1.1	Goals, Strategies & Priorities	14	40	12	6				8		80		
				3.1.1 Develop a draft comprehensive plan outline, vision & goals	8	16							24			
				3.1.2 Develop draft mapping	2	16	8	2					28			
				3.1.3 Prepare for and facilitate Citizen Advisory Committee Meeting #4	4	8	4	4			8		28			
				Citywide Survey & Workshop #2	20	24	2	16			28	4	94			
				3.2.1 Update project website, create and integrate web survey and workshop information	11	4	2	8			4		29			
				3.2.2 Assist with development of survey/workshop publicity	2	4		2			8		16			
				3.2.3 Launch and monitor survey	1	4					4		9			
				3.2.4 Prepare for and help facilitate citywide prioritization workshop; develop workshop materials such as vision, goals and strategies posters and workshop prioritization exercises	4	8		4			8	2	26			
				3.2.5 Summarize key findings from survey and workshop; share results online and with Citizen Advisory Committee and City	2	4		2			4		14			
				Draft Plan	18	68	12	22			7	10	137			
				3.3	3.3.1	Complete draft components into complete plan document		8	40		2		4	4		58
3.3.2 Revise draft plan based on reviewer input	1	10					4			1		16				
3.3.3 Develop plan graphics and layout design	1	2	8				16			2		33				
3.3.4 Prepare for and facilitate Citizen Advisory Committee Meeting #5	4	8								4		12				
3.3.5 Develop implementation tables and accompanying capital projects map(s)	4	8	4								2	18				

				Jacobs Labor									
Task/Start Date	Task/End Date	Task	Sub Task	PM / Sr. Planner	Land Use Planner	GIS	Graphics & Tech Editor	Admin	Project Controls	Public Engagement	Architectural Design	Total Hours, By Task	
Description				Daren Fluke	Stuart Campbell	Sarah Jennings	Sara Baker	Emily Perstein	Donna Taggart	Tara O'Brien	Sara Hooper		
4.0 Listen & Edit				14	46	20	45	8	32	4	161		
05/01/22	08/31/22	Citywide Survey & Workshop #3		8	24	8	17			22		79	
		4.1.1	Update project website and create and integrate draft plan outline	1	4	4	8			2		19	
		4.1.2	Develop Survey #3 and test with Citizen Advisory Committee and City	2	4	2	2			4		14	
		4.1.3	Assist with development of survey/workshop publicity to share and confirm key plan elements and collect final feedback	1	4		1			4		10	
		4.1.4	Launch and monitor survey		4	1	2			4		11	
		4.1.5	Help prepare for open house-style "meet and greet" workshop to share final draft plan and implementation plan	4	8	1	4			8		25	
		Final Plan		6	22	12	28			10	4	82	
		4.2.1	Update draft plan based on input from survey and workshop	4	16	4	8			4		36	
		4.2.2	Revise plan layout and graphics	1	2	4	16			2	4	29	
		4.2.3	Prepare final files for output to City	1	4	4	4			4		17	
		5.0 Adoption				18	46	16	18	8	20		116
09/01/22	12/31/22	Prepare Hearing Draft		14	28	2	6			18		68	
		5.1.1	Update project website and create and integrate the final draft plan; test with CAC and City staff	4	8	1	2			2		17	
		5.1.2	Prepare application for Initial P&Z public hearing	4	4							8	
		5.1.3	Help prepare for open house-style "meet and greet" workshop to share final draft plan	4	8	1	4			8		25	
		5.1.4	Participate in open house and help capture and document feedback	2	8					8		18	
		Final Plan Adoption		4	18	12	12			2		48	
		5.2.1	Update draft plan based on input from P&Z	2	8					1		11	
		5.2.2	Revise plan layout, graphics, and mapping as necessary	1	2	4	4					11	
		5.2.3	Prepare final files for output to City and CAC	1	8	8	8			1		26	
		6.0 Project Management				60				20		80	
		May 2021 - December 2022		Project Management Tasks		60					20		80
6.1.1	QA/QC Review & Adjust			20							20		
6.1.2	Monthly Status Reports			20							20		
6.1.3	Invoicing			20					20		40		
Total Hours, By Labor Category				184	322	90	139	40	20	139	30	924	

4. Project Manager and Key Personnel

Daren Fluke, our proposed project manager, will be supported by staff members identified in Section 3, Staff-hour Estimate. Their brief qualifications follow. Key staff resumes are provided in the Appendix.

Daren Fluke, AICP, Project Manager

Daren is a certified community planner specializing in transportation and land use. He will lead development of the City's new comprehensive plan. Prior to joining Jacobs in late 2020, Daren led the Comprehensive Planning team at the City of Boise for 7 years, working on projects and initiatives such as the Transportation Action Plan, Grow our Housing, the State Street Transit Oriented Development Plan, and the city's first protected bike lanes. Prior to that he spent 12 years as a consultant leading projects for public and private sector clients where his portfolio included design and entitlement of land development projects, zoning ordinance rewrites, and a wide variety of land use and transportation plans. He has been a part of numerous project teams working on complete streets, lane reconfigurations, and multimodal planning and design.

Stuart Campbell, Land Use Planner

Stuart seeks to solve real-world issues with planning solutions that work. He is a collaborative planner who has a broad range of experience in local, regional, and statewide planning contexts. Much of his work focuses on city and neighborhood-scale plans, corridor revitalization planning, public transportation solutions, and multi-modal mobility. Stuart is an effective communicator who excels at balancing the needs and desires of both public agencies and the local community throughout the planning process.

Sarah Jenniges, GIS

Sarah has over 18 years of Geographic Information System (GIS) experience working in public and private sector. She has utilized GIS in a wide range of analyses and web application development including Transportation System Planning, Transit Design, Public Outreach Meetings, NEPA, Environmental Impact Statements, Ecological Impact Analysis, and Visual Resource Impact Analysis including 3D modeling and simulation generation. Sarah is responsible for GIS database management, analysis, project coordination, mapping displays, proposal development, and marketing initiatives. Sarah works with internal and external groups in managing databases, supporting field teams, managing online web maps and mobile field data collection efforts.

Tara O'Brien, Public Engagement

Tara is a Transportation Project Manager and Planner who brings strong public affairs, task management and stakeholder engagement experience. Tara serves as a strategic advisor for clients and brings a strong understanding of the local, state and federal policy and political framework for decision making. She brings proven success in delivering solutions to complex transportation-related problems, managing teams and building champions for planning projects.

Sara Hoeber, Architectural Design

Sara has 22 years of experience undertaking various duties related to urban design, transit, and transportation for major projects. Her work focuses on providing graphic support for a wide range of project types for the engineering and design community. Sara specializes in understanding complex components of public realm design and an awareness of concepts such as complete streets, transit oriented design, station design for bus rapid transit and light rail, and other current urban design principles and methods; creating accurate, easily readable products including explanatory diagrams, site plans, street sections, and 3-D models. Sara's background in landscape architecture, engineering and planning has been an asset on design teams across the country with most of the projects being in Oregon, Washington, and California. In addition to her site design experience, Sara's portfolio includes signage design and photo enhancement. Her graphic capabilities include knowledge of multiple platforms and their relationship to each other to create the desired exhibit and presentation.

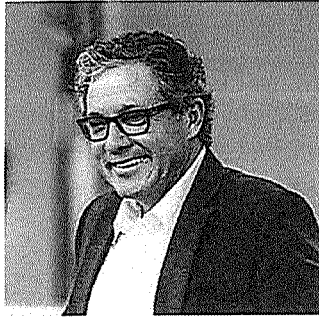
Additional Support

In addition to the key staff presented above, Daren will engage Sara Baker, Emily Perlstein and Donna Taggart for technical editing, administrative, and project control tasks, respectively, as needed.

Appendix — Key Personnel Resumes

Daren Fluke, AICP

Community Planner



Daren has a passion and skill for leading and empowering teams to create implementable plans, policies, and projects for a resilient community. Over the 7 years that he led the City of Boise's long-range planning program, they completed a long-range *Transportation Action Plan*, five separate neighborhood plans and created initiatives to tackle housing

affordability, promote sustainable transportation, and strengthen neighborhoods. During this time, the community experienced an 8% growth in population and added over 1,000 dwellings units each year while transforming Downtown into a true 18-Hour City.

Areas of Expertise

- Multi-disciplinary collaboration, team management, project development and management
- Land use regulation and zoning administration
- Transportation planning and policy, including multi-modal mobility planning and Transit Oriented Development planning

Work History

Jacobs Engineering Group Inc. | December 2020 to present

Position: Senior Planner and Project Manager

Over 25 years of experience providing land planning and transportation solutions to public and private sector clients.

City of Sandpoint Planning Services. Currently working as the Interim Planning Director for the City of Sandpoint, primarily focused on comprehensive plan implementation and administration of the zoning ordinance.

City of Boise, Idaho | 2013 –2020

Position: Deputy Director for Comprehensive Planning

Managed a staff of 6 professional planners in the implementation of the city's comprehensive plan and coordination with all 13 city departments, multiple public agencies, and private entities. Work areas included transportation and neighborhood planning, urban design, and land use policy. Notable projects completed include the Downtown Boise Public Space/Public Life Study, the Transportation Action Plan, the Downtown Parks and Public Spaces Plan, five neighborhood plans and the establishment of three new Urban Renewal Districts as well as managing on-going work on the city's first Bus Rapid Transit Line and initiation of a 3-year project to rewrite of the city's zoning ordinance.

PROFESSIONAL CERTIFICATION

American Institute of Certified Planners (AICP)

RECOGNITION

2016 Idaho APA Leadership Award
2017 ISG Grow Smart Award for the Boise Transportation Action Plan

EDUCATION AND TRAINING

Bachelor of Science,
Geography/Environmental
Studies, University of Oregon
Idaho Land Use Law, National Business
Institute
Mediation Skills Training, Meyer &
Hawley
ArcView GIS-Plus, Gateway Mapping
Inc.
Successful Management of Planning &
Zoning Departments, University of
Wisconsin
Effective Zoning Administration
Techniques, University of
Wisconsin
Planning & Zoning for Community
Land Use Management, University
of Wisconsin

PROFESSIONAL AFFILIATIONS

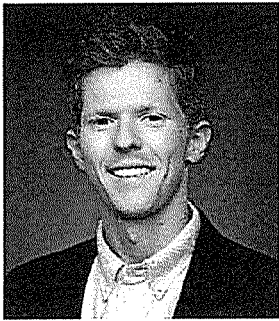
President (three terms), Idaho Chapter
of the American Planning
Association

COMMUNITY INVOLVEMENT

Idaho Smart Growth
Transportation 4 America
Treasure Valley Cycling Alliance
Land Trust of the Treasure Valley

Stuart Campbell

Land Use Planner



Stuart is a collaborative transportation planner who has a broad range of experience in local, regional, and statewide planning efforts. He brings a demonstrated history of working with statewide agencies, transit providers, and local jurisdictions. He is skilled in Corridor Planning, Access to Transit Strategies, Active Transportation, Community Engagement, Policy

Analysis, and Political Communication.

EDUCATION

MURP - Master of Urban and Regional Planning; Portland State University

Bachelor of Science, Political Science; Southern Nazarene University

Areas of Expertise

- Experience in transportation planning, transit priority projects, comprehensive planning strategies, and corridor mobility.
- Project experience in corridor development, multi-modal travel options, and statewide transportation planning policy.
- Highly effective communicator translating complex issues to a wide range of audiences through a variety of formats.

Relevant Project Experience

Ontario Active Transportation Plan and E Idaho Ave Refinement Plan – Ontario, Oregon. Supported the City of Ontario in the development of two planning efforts. Advised on corridor refinement strategies and active transportation mobility design. Produced all community communication and outreach materials.

Astoria Uniontown Reborn Master Plan – Astoria, Oregon. Worked closely with the City of Astoria, ODOT, and the community in the development of the Plan. Lead author of final plan, while providing content development, data analysis, and best practice research.

Ashland Downtown Revitalization Plan – Ashland, Oregon. Worked closely with the City of Ashland, ODOT, and the community in the development of the Plan. Conducted outreach and utilized data analysis and best practices to improve pedestrian priority, bicycle safety, traffic delay, and parking and loading zones congestion.

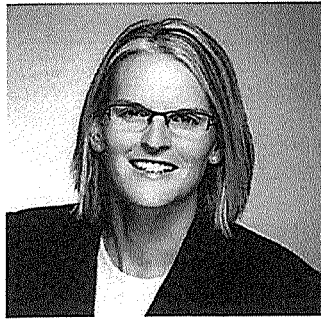
Oregon Public Transportation Plan – State of Oregon. Assisted with final statewide OPTP plan development and implementation. Lead planner, working closely with state agency partners in the development of the two local practitioner's guides, the implementation work program, and project white papers.

Rogue Valley Transportation District (RVTD) 2040 Transit Master Plan – Medford, Oregon. Supported the development of service enhancement analysis of 19 new transit lines. Analysis included costs, demographic data, system utilization, and other transit supportive data.

Regional Transportation Plan (RTP) – Lane County, Oregon. Reviewed and refined RTP goals and policies. Communicated and collaborated with LCOG stakeholders in refining goals to best match the region's vision. Incorporated federal planning guidelines to updated goals and policies.

Sarah Jenniges

GIS Professional



Sarah has over 18 years of Geographic Information System (GIS) experience working in public and private sector. She has used GIS in a wide range of analyses and web application development including Transportation System Planning, Transit Design, Public Outreach Meetings, NEPA, EISs, Ecological Impact Analysis, and

Visual Resource Impact Analysis including 3D modeling and simulation generation.

Sarah is responsible for GIS database management, analysis, project coordination, mapping displays, proposal development, and marketing initiatives. Sarah works with internal and external groups in managing databases, supporting field teams, managing online web maps and mobile field data collection efforts.

Relevant Project Experience

Cantwell-Healy PEL Study, Denali, AK; GIS Lead. The Alaska Department of Transportation and Public Facilities (DOT&PF), Federal Highway Administration (FHWA) Division of Western Federal Lands (WFL), and National Park Service (NPS) are conducting a PEL Study for the Parks Highway corridor between the mileposts (MP) of 203 to 259 to create a planning document describing conditions of Parks Highway and needs of users and communities. Supporting the planning staff by managing the project spatial database that includes DOT infrastructure layers, traffic crash, and environmental hazards.

OR-18 – Fort Hill Road to AR Ford Road – ODOT, OR; GIS Lead. OR-18 is a critical link that serve increasing travel demand between Willamette Valley and the Oregon Coast. ODOT is working with the Jacobs team on developing sustainable solutions to improve safety and decrease congestion. Sarah is the GIS lead managing the geospatial database, online public feedback portals, analysis, report submittals, public outreach materials and coordinating all geospatial efforts with two subconsultants on environmental, transportation, and socioeconomic analysis.

Kihei Sub-Area Transportation Plan, Department of Public Works, Maui, HI; GIS Lead. Kihei conducted an in-depth planning study for the South Maui community evaluating transportation projects that will improve travel safety, capacity, and connectivity. Sarah is responsible for the project spatial database design, report figures, stakeholder engagement with interactive web mapping applications and online open house development leveraging ArcGIS Online storymaps.

Monroe-Regal Corridor High Performance Transit –Spokane Transit Authority, WA; GIS Lead. The City of Spokane is implanting a new high-performance transit route to provide frequent and reliable service along the Monroe-Regal Corridor. Responsible for the project spatial database design, stakeholder engagement with interactive web mapping applications and online open house development leveraging ArcGIS Online storymaps.

City of Renton Access to Transit Study, Renton WA/King County, WA; GIS Lead. City of Renton (under the I-Line Expansion project) is further analyzing transit gaps, needs, and opportunities within City of Renton. Managed the extensive geospatial database, working with planners in conducting spatial analysis to support needs identification and potential gaps in access to transit opportunities, demographic analysis, and developing online web applications and storymaps for client deliverables.

Spokane Central City Line – Spokane Transit Authority, WA; GIS Lead. The City of Spokane is implanting a new high-performance transit route to provide frequent and reliable service along the Central City Line Corridor as part of the STA Moving Forward Plan. Worked with transportation planning staff to develop an interactive online open house for the proposed Central City Line. Website included a public feedback portal to collect public comments.

Washington County Strategic Solutions for First Mile/Last Mile Access to Transit Plan – Portland, OR; GIS Lead. Washington County is developing an action plan to increase bicycle and pedestrian access within 40 major transit station. Leading the geospatial technical analysis that includes evaluating all 40 transit locations with an in-depth access walk and bike shed analysis. Built a detailed infrastructure geodatabase used for pedestrian/ bike network analysis.

Tara O'Brien

Public Engagement



Tara is a Transportation Project Manager and Planner who brings strong public affairs, task management and stakeholder engagement experience. Tara serves as a strategic advisor for clients and brings a strong understanding of the local, state, and federal policy and political framework for decision making. She brings proven success in delivering

solutions to complex transportation-related problems, managing teams and building champions for planning projects.

Areas of Expertise

- Brings a proven performance record of project management, transportation policy development, government relations, and public engagement
- 12 years in transportation policy, urban planning, advocacy, and public relations experience

Relevant Project Experience

Oregon DOT, Oregon 18 Fort Hill Interchange and Facility Plan, Public Engagement Lead. Tara managed the public involvement strategy for interchange and facilities design plan with ODOT Region 2 to engage key stakeholders, including members of the Confederated Tribes of the Grand Ronde, and members of the public in the planning and design process for a highway safety and interchange improvements project.

Washington County, Oregon, Urban Reserves Transportation Study, Deputy Project Manager. Tara led the project team to develop a prioritized plan for transportation investments for future urban growth areas. She oversaw transportation feasibility assessments, transportation modeling, the development of an infrastructure funding toolkit and final project report.

Stakeholder Engagement Lead, MAX Tunnel Study, Metro, Portland, Oregon. Tara is coordinating public involvement efforts for this project with Metro to engage key stakeholders and develop a strategy for building public support for a new transit tunnel or bridge.

King County Metro, RapidRide I Line (Bus Rapid Transit), Seattle, Washington. FTA Small Starts Grant Lead/Strategic Advisor and Task Lead. Tara led large multi-firm team to produce RapidRide I Line FTA Small Starts application including land use and economic development assessment of the corridor and is managing ongoing FTA compliance through final project design. Tara also worked to develop a transit-oriented development (TOD) typology framework and TOD readiness assessment for the client for systemwide application.

Oregon Coast Bike Route (OCBR), Oregon Department of Transportation (ODOT), Statewide, Senior Transportation Planner. Tara managed tasks and deliverables of sub-consultants and the overall production of the final OCBR Plan. She developed the policy framework to guide future project investments and evaluated funding opportunities and infrastructure solutions to address critical needs on the Oregon Coast Bike Route.

TriMet Ridership Plan, TriMet, Portland, Oregon, Project Manager. Tara led a team of planners, modelers, and transit fare specialists to analyze, evaluate and prioritize key ridership initiatives to grow transit ridership in Portland metro region. Interviewed peer agencies and developed evaluation summary and ridership strategy and implementation plan.

EDUCATION/QUALIFICATIONS

M.S., Urban and Regional Planning,
Portland State University

B.A., Leadership Studies and Urban
Practice and Policy, University of
Richmond

Prior to joining Jacobs, she served as
U.S. Congressman Earl
Blumenauer's District Director and
national transportation and livable
cities policy advisor – bringing
valuable federal affairs, policy
development and stakeholder
management experience

Sara Hoeber

Architectural Design



Sara has experience undertaking various duties related to urban design, transit, and transportation for major projects. Her work focuses on being responsible for graphic support of a wide range of project designs for the engineering and design community. Sara specializes in understanding complex

components of public realm design and an awareness of concepts such as complete streets, transit oriented design, station design for bus rapid transit and

light rail, and other current urban design principles and methods; creating accurate, easily readable products including explanatory diagrams, site plans, street sections and 3-D models. Sara's background in landscape architecture, engineering and planning has been an asset on design teams across the country with most of the projects being in Oregon, Washington, Florida, and California. In addition to her experience in site design, Sara's portfolio includes signage design, charrette participation and photo enhancement. Her graphic capabilities include knowledge of multiple platforms and their relationship to each other to create the desired exhibit and presentation. Programs include AutoCAD, MicroStation, Adobe Photoshop, Adobe Illustrator, Adobe InDesign, ArcGIS and Sketchup.

Areas of Expertise

- Specializes in creating conceptual graphics that communicate project designs and planning concepts across disciplines for agencies and municipalities
- Has worked on all phases of urban design projects across the country
- Strong graphic communication skills and ability to work between different computer programs to assemble design packages

Relevant Project Experience

Station Site Evaluation; Transit Asset Management, TriMet, Portland, OR. Completed station condition assessments for at grade and above grade light rail platforms for the TriMet system in Portland, Oregon. Visual assessment and condition ratings for pavement treatments, shelters and site furnishings.

Urban Designer; Powell Division BRT, TriMet, OR. Urban designer assisting in the production of presentation materials, conceptual design options and image boards. Created sketchup models of stations and transit centers. Developed photo simulations for meetings and outreach to show how BRT would look within the study corridors.

Downtown Gresham Sketchup Task, City of Gresham, OR. Created a base model in sketchup for the City showing streets, sidewalks major intersections and development opportunity sites.

Portland Streetcar Expansion Study, Portland Streetcar, Inc., OR. Created route diagrams and exhibits for meetings and outreach to show possible future connections to existing transit within the City of Portland.

Spokane Strategic Overlay Plan, Spokane Transit Authority, WA. Worked with transportation planners to create visuals showing station improvements and downtown development opportunities along the transit routes. Worked with GIS specialists to develop exhibits, created photo simulation examples of stations and sketchup renderings of neighborhood pedestrian improvements. Developed final document in InDesign.

Smart Cities Competition, City of Portland submission, OR. Worked with planners and agency staff to develop supporting graphics and final presentation to the Federal Transportation Administration for the National Competition in which Portland was shortlisted.

Monroe Street Neighborhood Greenway; City of Milwaukie, OR. Urban Designer assisting the bike and pedestrian planning and engineering staff in developing and a new neighborhood greenway through an existing residential neighborhood with challenging impacts of rail crossings, traffic calming tools and bio-swale stormwater solutions. Created rendered base maps and sections for client and public workshops.

EDUCATION/REGISTRATIONS

B.A., Landscape Architecture,
University of Florida

LEED AP: #H5669EOELBKBSSES



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

Friday, May 28, 2021

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Idaho Transportation Department LOCAL PROFESSIONAL SERVICES AGREEMENT, Agreement Number 95916 with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons, Public Works Director

IDAHO TRANSPORTATION DEPARTMENT
LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 95916

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the CITY OF EMMETT, whose address is 501 E. Main St. Emmett ID 83617, hereinafter called the "Sponsor," and STANLEY CONSULTANTS, INC., whose address is 408 S. Eagle Rd, Ste 209, Eagle, ID, 83616, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: S JOHNS AVE; E 12TH TO E 4TH ST, EMMETT
PROJECT NO: A013(493)
KEY NO: 13493

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:
STRATA, INC.

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Megan Kautz; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.

b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1L.

3.2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **12/31/2021**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.

B. Compensation Amount

1. Not-To-Exceed Amount: **\$339,951.00**

2. Additional Services Amount: **\$0.00**

3. Total Agreement Amount: **\$339,951.00**

C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

- D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$100,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

STANLEY CONSULTANTS, INC.

Consultant

By: Marvinetta L. Hartwig

Title: Vice President

CITY OF EMMETT

Sponsor

By: _____

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

ATTACHMENT NO. 1A

CONSULTANT AGREEMENT SPECIFICATIONS Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

1. **Administrator:** Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance,

Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.

IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed_Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.
5. Payments to Subconsultants

Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage

payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

X. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

- a. Extensions of time may be granted for the following reasons:
 - i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
 - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
 - i. Underestimating complexity of work.
 - ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

7. ACCEPTANCE OF WORK

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

10. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

11. LEGAL COMPLIANCE

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

12. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

13. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

14. PATENTS

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

15. NON-DISCRIMINATION ASSURANCES

1050.20 Appendix A:

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

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

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

1050.20 Appendix E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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

16. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

19. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES**

PROJECT NO.: A013(493) & A022(948)
PROJECT: SOUTH JOHNS AVE; E 12TH TO E 4TH ST, EMMETT
SOUTH JOHNS AVE, EMMETT
KEY NO.: 13493 & 22948
DATE: MAY 2021

This scope of work is to provide Construction Engineering, Inspection & Sampling (CEI&S) Services to include contract administration, inspection, materials sampling, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the identified project located in Gem County, Idaho. Stanley Consultants (CONSULTANT)) will provide the LHTAC with experienced management, construction administration, and inspection personnel. Strata Geotech (SUBCONSULTANT - MATERIAL TESTING & INSPECTION) will provide experienced materials sampling & testing inspection personnel. Through this contract, CONSULTANT and SUBCONSULTANT will inspect and document to ITD standards, the activities associated with the project to the level necessary to administer the contract.

ITEMS TO BE PROVIDED BY LHTAC:

- Aid in the maintenance of access to ITD computer systems and project files, where applicable, such as AASHTOWare Project Construction (web version) and the authorizing of ProjectWise project folders.
- Headquarters Lab testing as identified in the QA Manual.
- Copy of, or access to, current software, spreadsheets, etc. required for data entry and tracking of ITD/LHTAC utilized QASP process for this project.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

PRIMARY TASKS:

1. **Construction Administration** – CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the Local Sponsor, the LHTAC, the ITD and the Federal Highway Administration (FHWA). The following sub-tasks represent a partial list of those activities necessary to administer the contract.
 - 1.1 Submittal Log & Minimum Testing Requirements (MTR's) – CONSULTANT will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals, as well as encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. CONSULTANT will also develop the MTR list for the project prior to start of construction per the QA manual. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing of samples and reporting results.

Performance Assumptions:

- i. Minimum Testing Requirements (MTR's) will be prepared for review and approval of the LHTAC Resident Engineer prior to the start of construction.
- 1.2 Pre-construction Conference – CONSULTANT will facilitate the Pre-construction Conference including forms and exhibits provided by or coordinated with the LHTAC.

*S Johns Ave; E 12th St to 4th St, Emmett
S Johns Ave; Emmett
Key No. 13493 & 22948
Page 1*

Performance Assumptions:

- i. Coordinate and perform one (1) conference with the Local Sponsor, the LHTAC, the Contractor, Utilities, and other applicable parties.
 - ii. Prepare and distribute one (1) set of pre-con meeting minutes.
- 1.3 Labor Compliance – The Contractor's and Sub-contractor's certified payroll wage rates will be verified, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.

Performance Assumptions:

- i. Maintain filing system for certified payrolls and EEO compliance reports using ITD 2002 and ITD 2016 forms and notify contractors on incorrect classification, pay scales, etc.
 - ii. Conduct labor interviews (ITD 2014) and DBE interviews (ITD 1701) and notify contractors on incorrect classification, pay scales, etc.
 - iii. Maintain records in compliance with Title VI requirements.
 - iv. Labor compliance will be performed for prime contractor and up to five (5) subcontractors.
- 1.4 Civil Rights Compliance – Consultant and Contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer will be notified of instances of non-compliance.

Performance Assumptions:

- i. Inspect Project Board for required Civil Rights and EEO Compliance Postings.
- 1.5 Subcontracts – CONSULTANT will review and present up to five (5) subcontracts for approval by the LHTAC.
- 1.6 Filing & Records Verification – Project files will be posted to ProjectWise and maintained on a weekly basis. Electronic copies of important or requested information will be readily available to the LHTAC Resident Engineer on ProjectWise. An on-going process of periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

- i. Maintain project filing system electronically using ProjectWise and prepare the project in AASHTOWare Project Construction.
- ii. Address periodic review comments.
- iii. Maintain all correspondence documents electronically in ProjectWise.

- iv. Post contract bid item testing and certification documentation to ProjectWise. Contract items will not be paid without their corresponding test or certification posted to ProjectWise.
 - v. Post QASP testing results - CONSULTANT will post Quality Assurance Special Provision test reports into an LHTAC provided ITD QASP calculation spreadsheet. The QASP spreadsheet will generate Pay Factor and F&T results for transmittal to contractors.
 - vi. Post AASHTOWare Project Construction Entries – CONSULTANT will enter AASHTOWare Project Construction entries for the project pay estimates from field diaries and pay item documents. Check pay item quantities against MTR's to assure quantities posted have appropriate certifications and test reports. AASHTOWare Project Construction Daily Work Reports (DWR's) will only identify a chargeable or non-chargeable day. Work Items will be entered in the DWR associated with the Pay Estimate cut-off day only.
- 1.7 Progress Estimate Preparation – For each scheduled progress estimate, Pay Item Reports (ITD 2780) will be prepared for and presented to the LHTAC Resident Engineer that identify the quantity to be paid and how the quantity was measured or determined.

Performance Assumptions:

- i. CONSULTANT will prepare up to five (5) monthly pay estimate packages. A request to process Bi-weekly progress estimates will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.
 - ii. CONSULTANT will prepare up to five (5) monthly project budget projections.
 - iii. ITD 2242 Time Accounting form will be provided monthly with pay estimate development.
- 1.8 Materials Certifications – Certifications, as required by bid item, will be requested and reviewed for all materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.
- 1.9 Pre-Paving Meeting – CONSULTANT will facilitate a pre-pave meeting with the Contractor.

Performance Assumptions:

- i. Coordinate and perform one (1) pre-pave meeting with testing firms, the LHTAC, the Local Sponsor, and the Contractor.
 - ii. Prepare and distribute one (1) pre-pave agenda and minutes.
- 1.10 Progress Meetings – Weekly/Periodic progress meetings will be held on site or at an otherwise Engineer approved location.

Performance Assumptions:

- i. Attend and conduct weekly progress meetings and prepare minutes for distribution and review.
- 1.11 Monthly Invoicing – Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets for all labor expended and appropriate backup for all direct costs. CONSULTANT will formally notify the Agreement Administrator upon reaching 85% of the expended contract amount.
- 1.12 Contract Changes – Requests received from the contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident Engineer.
- 1.13 Change Orders – CONSULTANT will prepare and analyze Change Orders for review and processing by the LHTAC Resident Engineer.

Performance Assumptions:

- i. CONSULTANT will consult with the LHTAC Resident Engineer and the Local Sponsor, and in coordination with other assigned LHTAC and ITD personnel, as required by the ITD Contract Administration Manual, and prepare the ITD 2317 as well as all other documents necessary to complete the change order process. Up to six (6) change orders will be prepared and processed.
 - ii. CONSULTANT will assist the LHTAC Resident Engineer and the Local Sponsor in preparing for any litigation or other action that may arise. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.
 - iii. For pending claims concerning extra work or work beyond the original scope, CONSULTANT will maintain accurate force account records showing actual cost of such work. This work will be considered additional work and will be further scoped and negotiated on an as needed/requested basis.
- 1.14 Contract Submittal Review – Contract submittals will be reviewed as necessary. It is understood that some interpretations and clarifications will be directed to the LHTAC Resident Engineer.

Performance Assumptions:

- i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications. Up to two (2) sets of traffic control plans will be reviewed.
- ii. CPM Review – The contractor's CPM will be reviewed to ensure that activity dates are correctly recorded for accuracy. Up to five (5) CPM submittals and narratives will be reviewed.
- iii. Submittals – Consultant will review submittals for material to be incorporated into the project per the specifications. CONSULTANT will check items found on the ITD Qualified Products List prior to the material being incorporated into the project.

- iv. Interpretations and Clarifications – It is expected that CONSULTANT will perform routine interpretations and clarifications on the project.
 - v. Shop Drawings - Consultant will review shop drawings for general contract conformance and then transmit to the Engineer of Record for a structural review and approval. Consultant will notify LHTAC when these are transmitted.
 - vi. Up to four (4) Contractor source approval requests, one (1) staging area request, and one (1) waste site approval request will be reviewed and approved through coordination with the LHTAC Resident Engineer.
 - vii. Up to three (3) Contractor provided concrete mix designs will be reviewed and process through coordination with the LHTAC Resident Engineer and ITD's Materials Engineer per the QA Manual requirements.
- 1.15 Public Relations – CONSULTANT will respond to and coordinate all public inquiries and/or concerns with the Contractor, the LHTAC Resident Engineer, and the Local Sponsor for appropriate action. Records of contracts and responses will be maintained.
2. **Survey Control** – CONSULTANT will spot check and verify Contractor surveys for accuracy and compliance with the plans and specifications. This work will be conducted by the CONSULTANT's inspection staff.
3. **Project Inspection** – Inspection will be performed by CONSULTANT with qualified and certified inspection staff. A spreadsheet with qualifications and certifications will be prepared and maintained to ensure full compliance with the ITD, WAQTC, and IQP requirements.
- 3.1 Inspector Diaries – Daily reports on ITD approved forms will be prepared to record the Contractor's hours on the site, weather conditions, data relative to questions or identified change orders, changed conditions, daily activities, labor compliance, civil rights compliance, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Project files and daily diaries will be maintained, and copies will be uploaded to ProjectWise on a weekly basis. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed. CONSULTANT will use the Fieldbook mobile inspection software by Pavia Systems to aid in collecting and storing all records of daily activities and field data as approved by the LHTAC RE and Sponsor. The Fieldbook generated diary is considered an ITD HQ approved report format and shall be considered an acceptable substitute for the ITD 0025 and ITD 0098 forms.
 - 3.2 Identify and Recommend Corrections – Any omissions, substitutions, defects and deficiencies in the work of the Contractor will be identified and documented with recommendations reported to the Engineer.
 - 3.3 Pay Quantity Collection – Pay quantities and quantity measurements will be checked for accuracy and prepared for processing for payment to the Contractor.
 - 3.4 Environmental & Erosion Control Monitoring – CONSULTANT will provide a certified inspector to observe compliance with permits and approved Stormwater Pollution Prevention Plan (SWPPP). CONSULTANT will participate in joint inspections with the Contractor's WPCM for compliance with the SWPPP.

Performance Assumptions:

- i. This scope includes one inspection per week with two additional inspections per project. The scope includes one (1) hour per inspection. Attendance at the weekly meeting is not included by the environmental inspector. A daily diary will not be prepared by the environmental inspector for site visits. Development of the ITD 2786 or ITD 2802 will be the responsibility of the Contractor. Daily diaries will be completed by the assigned project inspector.
- 3.5 Asphalt/Fuel Price Adjustment Calculations – Asphalt & Fuel Price adjustments will be calculated and paid monthly. Record of each month's calculation will be included in the project files.
4. **Materials Sampling & Testing** – SUBCONSULTANT – STRATA GEOTECH will provide materials sampling & testing services as required by ITD specifications and the LHTAC Resident Engineer. LHTAC Schedule of Fee approval is required for the current calendar year before work begins. The following items represent the major sub-tasks required for administering this portion of the agreement.
- 4.1 Quality Assurance and Verification Sampling & Testing – Sampling & Testing will be performed according to ITD Quality Assurance requirements and the LHTAC Resident Engineer including verification sampling. Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications, and contract special provisions. SUBCONSULTANT will meet the minimum sampling frequencies per the MTR's as approved by the LHTAC Resident Engineer and as required due to project phasing, or other factors which could affect minimum testing frequencies. SUBCONSULTANT will provide daily monitoring of the Contractor's Quality Control activities at the project site. The SUBCONSULTANT will not be required to provide, coordinate, schedule, or review IA testing for this project.
 - 4.2 Prepare and Transmit Test Results – The Contractor's Quality Control Plan will be monitored pursuant to QC/QA Special Provisions.
 - 4.3 Schedule for Sampling – the LHTAC Resident Engineer will be informed of the project sampling and testing schedule and all documentation reports of sampling and testing will be completed and submitted the same week the work is done or as otherwise directed.
 - 4.4 Acceptability of "or-equal" Products – SUBCONSULTANT – ATLAS CONSULTANTS will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.

Performance Assumptions:

- i. This scope includes the completion of the material sampling and testing at the rates and frequencies identified in the CE&I agreement package.

5. **Record Drawings & Project Close-Out** - CONSULTANT will track changes and deviations from the plans and throughout the duration of the project. At project close-out, all records will be finalized and quantity calculations verified. The final package of records will be available on ProjectWise. CONSULTANT will submit a Materials Summary Review spreadsheet in the conformance with the current ITD ProjectWise process or an Engineer approved equal format to the LHTAC for review and acceptance. This summary must include the contract item number, form of acceptance, Pass/Fail/Other, Test Date, Personnel name and entering and checking data, Quantity Represented, Comments as applicable.

Performance Assumptions:

- 5.1 Verify that all necessary documents have been received for submission of contractor's affidavit of payment.
 - 5.2 Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
 - 5.3 CONSULTANT will participate in one (1) inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the Local Sponsor, LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete. If there are no objections, from the Local Sponsor. CONSULTANT will deliver a certificate of substantial completion to the LHTAC Resident Engineer and the Contractor.
 - 5.4 CONSULTANT will participate in one (1) final inspection, to include representatives from the Local Sponsor and the LHTAC, to determine if the completed work by the contractor is acceptable so that CONSULTANT and the LHTAC may recommend in writing, final payment to the Contractor. CONSULTANT will also provide a notice that the work is acceptable to the best of their knowledge, information and belief based on the extent of the services provided under this agreement.
 - 5.5 Review and approve record plans developed by the contract Surveyor showing appropriate record information based on project annotated documents and observations. One electronic, stamped, approved copy will be included in the final project documentation.
 - 5.6 Full and final project documentation in ProjectWise must be completed no later than 30 days after the project work completion date. All documentation identified as "punch list" items which have been requested and not received due to Contractor lack of response are not subject to this timeframe and will be turned over to the LHTAC close out staff.
6. **Key Understandings** - It is anticipated that each CONSULTANT personnel assigned to the project will be furnished with a vehicle, digital camera and cellular phone by CONSULTANT and all work will be under the supervision of the LHTAC Resident Engineer or their assigned representative.
7. **Project Schedule** - CONSULTANT proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor's construction schedule. It is anticipated that CONSULTANT will be engaged in CE&I services from May 2021 through end of December 2021.

8. **Professional Service Fee** - CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expensed to complete the project in accordance with the provisions of the ITD Task Order for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the Contractor's schedule. CONSULTANT will advise the LHTAC Resident Engineer and the Local Sponsor of such issues and any fee and/or schedule impact prior to implementing revised activities.

PROJECT LOCATION:
PROJECT NUMBER:
PROJECT KEY NUMBER:

S JOHNS AVE, EMMETT
A013(493)
13493

STANLEY CONSULTANTS - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

Position	Name	Man-Days	Man-Hours	Raw Hrly Rate	2.6672 Loaded Hrly Rate	Loaded Labor Cost
1 Project Manager	Deven Elison	72	= 578	@ \$73.32	\$195.56	= \$ 113,033.68
2 Deputy PM / Inspector	Colton Bedke	122	= 973	@ \$37.50	\$100.02	= \$ 97,319.46
3 Additional Inspector	Chris Walker	19	= 154	@ \$37.02	\$98.74	= \$ 15,205.96
4 Docs / Clerical	Shana Gardner	33.5	= 268	@ \$23.25	\$62.01	= \$ 16,618.68
TOTAL LOADED LABOR COST						= \$ 242,177.78

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD****

Approved Overhead Rate	143.45%
C. NET FEE ***	9.50%
D. FCCM	0.14%

E. OUT-OF-POCKET EXPENSE SUMMARY

	Estimated Amount	Unit Cost	Estimated Expense
1 Vehicle Mileage			
Stanley Office to Project (RT)	40 Mi		
Project Manager	36 Trips	40 Mi 1,440 @ \$ 0.80	= \$ 1,152.00
Deputy PM/Inspector	80 Trips	40 Mi 3,200 @ \$ 0.80	= \$ 2,560.00
Additional Inspector	12 Trips	40 Mi 480 @ \$ 0.80	= \$ 480.00
	Trips	Mi - @ \$ 0.80	= \$ -
2 Direct Expenses			
Meals & Lodging		@	= \$ -
Headlight	5 Days	@ \$ 626.00 /MO	= \$ 3,130.00
TOTAL ESTIMATED EXPENSE =			\$ 7,322.00

F. SUBCONSULTANTS

1 Strata	= \$ 90,450.66
2	=

TOTAL = \$339,950.44

** See attached Subconsultant's Summary

*** Calculated from Fee Matrix

**** As per our Approved Overhead Rate Letter

PROJECT LOCATION:
PROJECT NUMBER:
PROJECT KEY NUMBER:

S JOHNS AVE. EMMETT
A013(493)
13493

STRATA - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

SUMMARY ESTIMATED MAN-DAYS 2001									
							3.1204		
Position	Name	Man-Days		Man-Hours		Raw Hrly Rate	Loaded Hrly Rate	Loaded Labor Cost	
1	Project Manager	James Rice	19	=	149	@	\$47.33	\$147.69	= \$ 22,005.59
2	Sr. Technician	Mike Paulson	3	=	23	@	\$30.53	\$95.27	= \$ 2,191.11
3	Technician	Dan Rosploch	35	=	280	@	\$28.88	\$90.12	= \$ 25,232.80
4	Clerical	Candy Troutman	0	=	3	@	\$27.00	\$84.25	= \$ 252.75
							TOTAL LOADED LABOR COST		= \$ 49,682.26

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Approved Overhead Rate	188.56%
NET FEE ***	8.00%
FCCM	0.40%

E. OUT-OF-POCKET TESTING EXPENSE SUMMARY *

	Est Amount	Unit Cost	Estimated Expense
MILEAGE (miles)			
Boise to Project (round trip)	60 miles		
Lead Tech	65 trips	3,900 mi @ \$ 0.560	= \$ 2,184.00
Additional Tech	4 trips	240 mi @ \$ 0.560	= \$ 134.40

Task	Est Qty	Unit Cost	Expense	Notes
AASHTO T208/T30 (Oil Content/Gradation)	4 @	\$ 300.00	= \$ 1,200.00	
AASHTO T166 (Asphalt Unit/Wt, Dia, Hght Core)	10 @	\$ 70.00	= \$ 700.00	
HMA Moisture	4 @	\$ 60.00	= \$ 240.00	
IT99 (Anti-Strip)	4 @	\$ 100.00	= \$ 400.00	
Density Gauge Day (HMA)	4 @	\$ 130.00	= \$ 520.00	
Proctor T99/T180	2 @	\$ 330.00	= \$ 660.00	
Proctor 1-Point (ITD-850 Subgrade Density)	70 @	\$ 200.00	= \$ 14,000.00	
Sieve - Coarse T-74 (ITD-850 3/4" Backfill on Pipe)	64 @	\$ 205.00	= \$ 13,120.00	
Moisture Content Agg (T-74)	64 @	\$ 60.00	= \$ 3,840.00	
Gradation/SE (Granular Subbase) (ITD-901)	2 @	\$ 345.00	= \$ 690.00	
Gradation/SE/FF (Agg-Crushed) (ITD-901)	7 @	\$ 440.00	= \$ 3,080.00	
	235			
TOTAL ESTIMATED TESTING EXPENSE				= \$ 38,450.00

TOTAL = \$ 90,450.66

=HMA Items for SP-2

Strata - Project Personnel						
Jane Rice	Mike Paulsen	Dan Rousch	Gandy Treisman			
Project Manager	Sr. Technician	Technician	Electrician			
2.00						2.00
4.00						4.00
						.
						.
						.
						.
3.00	3.00					6.00
20.00					3.00	20.00
4.00						18.00
4.00						4.00
						.
45.00	3.00	-	3.00			\$1.00
.
						.
						.
						.
						.
						.
20.00	20.00	280.00		.	.	320.00
40.00						40.00
12.00						12.00
72.00	20.00	280.00	-			372.00
24.00						24.00
8.00						8.00
						.
						.
32.00	32.00
149.00	23.00	280.00	3.00			455.00

	0.68	0.03	-	0.03
	#REF!	#REF!	#REF!	#REF!
Stanley			Strata	
		724.50	831.00	LITAC
		1,040.00	857.00	Stanley
				Round 1
				#REF!

Bid Item Number	Description	Bid Quantity	Type of Test	Testing Frequency	Estimated Number of Tests	Estimated Hours per Trip	Total Hours per Trip	Notes
205-020A	Excavation	10,542.00 CY	Density	1/ 2,500 CY	5	4	20	Per OA Manual 1 test per 2500 CY
205-071A	Spot Repair	200.00 CY	Density	1/ 300 SF	2	2	4	Per OA Manual 1 test per area or combination of areas but not less than each 300 SF
301-005A	Granular Subbase	8,625.00 TON	Density	1/ 5,000 TON	3	2	6	Per OA Manual 15000 ton with SE test
303-022A	3/4" Agg TY B	8,636.00 TON	Density	1/ 5,000 TON	2	2	4	Per OA Manual 15000 ton with SE test
401-020A	CBS-1 Oil Emul	1,204.00 Gal	Aggregate	1/ 1,000 TON	7	4	16	Per OA Manual 1/1000 ton with FF & SE
405-025A	Superpave HMA PAV INCL ASPH/ADD CL SP-2	2,604.00 TON	Density	1/ 200 FT	2	1	4	No Sample Needed if less than 2000 Gal
604-010A	5" Ir Pipe	258.00 FT	Density	1/ 200 FT	2	1	4	1 Sample (3 tests) Per Shift
605-025A	12" Storm Pipe	1,409.00 FT	Density	1/ 200 FT	61	25	4	Per OA Manual 1 Test per 200 LF of Pipe Installed, but no less than 1 test per pipe run installed.
605-065A	Manhole TY C	8.00 EA	Density	1/ EA	9	4	16	Per OA Manual 1 Test per 200 LF of Pipe Installed, but no less than 1 test per pipe run installed.
605-170A	Segment & Oil Trap MH	10.00 EA	Density	1/ EA	10	10	4	Per OA Manual 1 Test per Structure minimum.
605-500A	Catch Basin Ty 1	32.00 EA	Density	1/ EA	32	16	4	Per OA Manual 1 Test per Structure minimum.
614-015A	Sidewalk	2,354.00 SY	Density	1/ PRJCT	1	1	4	Per OA Manual 1 Test per Structure minimum.
614-020A	Driveway	1,305.00 SY	Density	1/ PRJCT	1	1	4	Per OA Manual 1 Test per Structure minimum.
614-020B	Driveway	343.00 SY	Density	1/ PRJCT	1	1	4	Per OA Manual 1 Test per Structure minimum.
614-025A	Curb Ramp Parallel	253.00 SY	Density	1/ PRJCT	1	1	4	Per OA Manual 1 Test per Structure minimum.
614-025B	Curb Ramp Perpendicular	76.00 SY	Density	1/ PRJCT	1	1	4	Per OA Manual 1 Test per Structure minimum.
614-025C	Curb Ramp Combo	30.00 SY	Density	1/ PRJCT	1	1	4	Per OA Manual 1 Test per Structure minimum.
615-258A	Curb TY 1	1,021.00 FT	Density	1/ PRJCT	1	1	4	Per OA Manual 1 Test per Structure minimum.
615-482A	Curb & Gutter TY 2	6,272.00 FT	Density	1/ PRJCT	1	1	4	Per OA Manual 1 Test per Structure minimum.
S901-05F	SP Trunk Line Storm Sewer Manhole	4.00 EA	Density	1/ EA	4	4	16	Per OA Manual 1 Test per Structure minimum.
Totals					182	96	97	392

60 Min Travel - one way
 Assume each trip is 2 hours of field time and 2 hours of travel

Google Maps

408 South Eagle Road, Eagle, ID to 703 S Johns Ave, Drive 19.9 miles, 28 min
Emmett, ID 83617

via ID-44 W and ID-16 N

28 min

Fastest route, the usual traffic

19.9 miles



via W Beacon Light Rd and ID-16 N

30 min

19.5 miles

Explore 703 S Johns Ave



Restaurants



Hotels



Gas stations



Parking



Stanley Consultants

Who We Are

Markets We Serve

What We Do

Careers

Purpose, Vision & Values

Awards and Recognition

Global Perspective

Locations

- Caribbean
- Middle East
- South Asia & Pacific

[Home](#) > [Who We Are](#) > [Locations](#) > [United States](#) >

Idaho

Boise

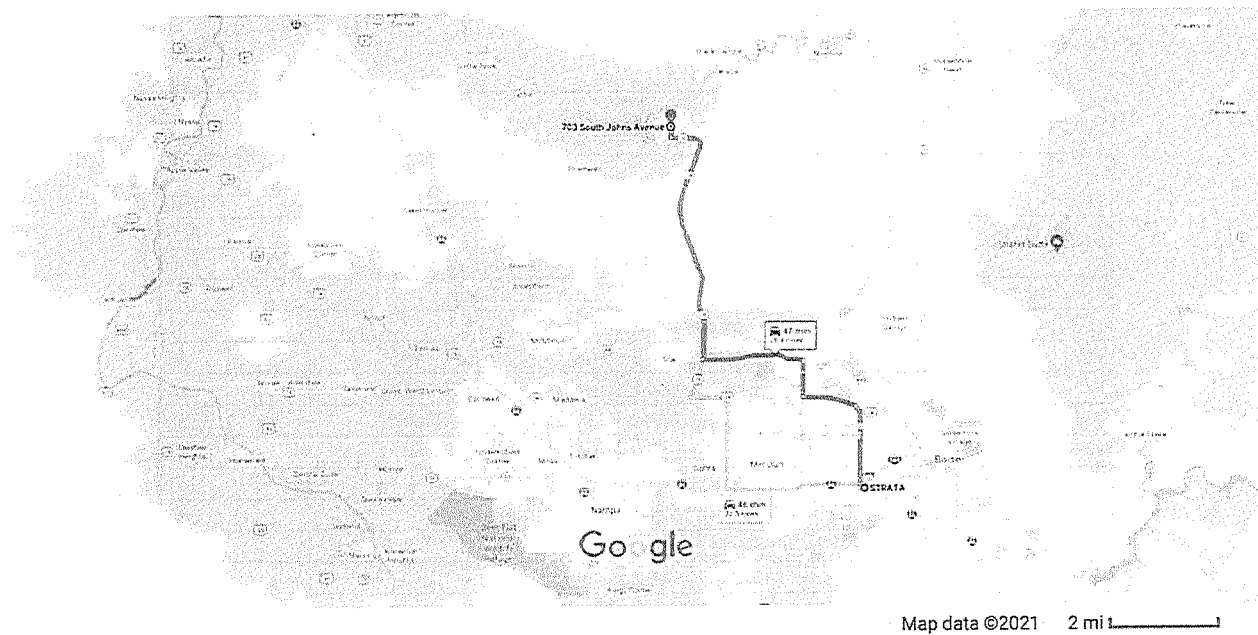
408 South Eagle Road
Suite 209
Eagle, Idaho 83616
Phone: 208.999.3700
Fax: 208.999.3701

Google Maps

strata boise to 703 S Johns Ave, Emmett, ID
Drive 28.9 miles, 47 min

Cancel

Print



via ID-16 N

47 min

Best route, lighter traffic than usual

28.9 miles



via I-84 W and ID-16 N

46 min

32.5 miles

Explore 703 S Johns Ave

Restaurants

Hotels

Gas stations

Parking Lots

More



Materials Testing Schedule of Fees

AASHTO Designation	ITD Designation	Expense/Item	2021
N/A	IT-99	Anti-strip – T 99	100
T166		Asphalt Core Density	70
T312		Asphalt Volumetric Properties - Gyratory Specimen (puck) Preparation	200
T89/T90		Atterberg Limits	200
N/A	N/A	Chemistry Suite (Sulfates, pH, resistivity)	250
R64/T106		Compressive Strength - 2" Cube	55
T22		Compressive Strength - Core	115
T22		Compressive Strength - Cylinder - 4X8	40
T22		Compressive Strength - Cylinder - 6X12	40
T216		Consolidation In Situ 24-hour - 7 Point	850
T216		Consolidation Remold 24-hr - 7 Point	1000
T216		Consolidation Time Rate - 7 Point	900
N/A	N/A	Coring Equipment & Generator	350
T355/T310	N/A	Density Gauge – Day	130
N/A	N/A	Density Gauge - Hour	18
T236		Direct Shear In Situ - 3 Points	500
T236		Direct Shear Remolded - 3 Points	625
N/A	IT-116	Ethylene Glycol	250
T308/T30		Extraction Gradation w/Moisture – Ignition Oven	300
T335		Fractured Face	95
T88		Hydrometer	200
T88		Hydrometer with Sieve	330
N/A	IT-15	Idaho Degradation	700
T308	IR-157	Ignition Oven Correction Sample	385
T96		LA Abrasion	350
T255/T265		Moisture Content	60
T272		Moisture Density Relationship 1 Checkpoint	200
T99/T180		Moisture Density Relationship Curve	330
T267		Organic Content	140
T209		Rice Max Theoretical Test	165
N/A	Idaho T8	R-Value	425
T176		Sand Equivalent – 1 Point	140
T27/T11		Sieve Analysis	205
T27/T11		Sieve Analysis greater than 2"	315
T27/T11		Sieve Analysis 4" Material	480
T11		Sieve Analysis - 200 Wash Only	125
T85/T84		Specific Gravity of Coarse or Fine Aggregate	230
N/A	IT-74	T-74 Maximum Density - Idaho	950
N/A		Triaxial Compression UU (<150psi)	475
N/A		Triaxial Compression UU (>150 & <500 psi)	750
N/A		Triaxial Compression UU (>500 psi)	700
N/A		Triaxial Shear, CU per Point w/Pore Pressures	825
N/A		Triaxial Shear, UU per Point - Saturated	800
N/A		Triaxial Shear, UU per Point - Unsaturated	800
T233		Unit Weight & Moisture - Ring or Shelby Tube	110



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

Wednesday, June 2, 2021

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Ferguson Waterworks BID in the amount of \$104,414.58.**

CORE&MAIN and Consolidated Supply Co. were unable to provide a complete BID due to supply shortage as stated in their submittal.

Attached are the BIDS for your review.

Thank you,

Clint Seamons, Public Works Director



FEL 1822
452 NORTH LOCUST GROVE RD.
MERIDIAN, ID 83642-0000

Phone: 208-855-2040
Fax: 208-855-2869

Deliver To: 101736
From: Braxton Hardy
Comments:

18:34:08 JUN 01 2021

Page 1 of 3

FERGUSON WATERWORKS #1701

Order Confirmation
Phone: 208-855-2040
Fax: 208-855-2869

Order No: 0783655
Order Date: 06/01/21
Writer: BTH

Req Date: 06/02/21

Ship Via:
Terms: NET 10TH PROX

Sold To: CITY OF EMMETT
501 EAST MAIN STREET
EMMETT, ID 83617-3046

Ship To: CITY OF EMMETT
501 EAST MAIN STREET
EMMETT, ID 83617-3046

Cust PO#:

Job Name: LEGACY

Item	Description	Quantity	Net Price	UM	Total
DR18BP14	14 C900 DR18 CL235 PVC GJ BLUE PIPE	1440	40.760	FT	58694.40
DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	1440	13.310	FT	19166.40
	14" Tank Line				
	Tank Line Main				
TW12SLD45BL500	12GA SLD COP PE45 WIRE BLUE 500	1500	285.000	M	427.50
K20111	DRYCONN WIRE CONN TAN	15	0.900	EA	13.50
PSD2105B52	2X1000 UG DET WTR BLUE	2	35.000	EA	70.00
A23203	5 LB DRYTECH GRAN CHLR	3	20.000	EA	60.00
	210				
	14" Tank Line				
	Tank Line Gate Valves				
M23611914	14 DI MJ X FLG RW OL GATE VLV L/A	2	6226.420	EA	12452.84
IMJAP14	14 MJ C153 ACCY PK W/GLND	4	39.420	EA	157.68
IVBATS16	16 SLIP VLV BX TOP SECT	2	30.460	EA	60.92
IVBABS36	36 SLIP VLV BX BOT SECT	2	55.500	EA	111.00
IVBLID40W	5-1/4 X 4 CI VLV BX LID WTR	2	15.160	EA	30.32
	215				
	14" Tank Line				
	Tank Line Fittings				
F114	14 DI 125# C110 FLG 11-1/4 BEND	1	686.920	EA	686.92
MJF9LA14	14 MJXFLG C153 90 BEND L/A	1	794.420	EA	794.42
MJFALA14	14 MJXFLG C153 ADPT L/A	1	399.900	EA	399.90
MJ9LA14	14 MJ C153 90 BEND L/A	2	484.290	EA	968.58
MJ4LA14	14 MJ C153 45 BEND L/A	2	376.790	EA	753.58
MJ1LA14	14 MJ C153 11-1/4 BEND L/A	2	435.380	EA	870.76
IMJAP14	14 MJ C153 ACCY PK W/GLND	14	39.420	EA	551.88
FNWNBGZ1RR814	14 ZN 150# RR RNG 1/8 FLG PKG	2	56.000	EA	112.00
	14" Tank Line				
	Tank Line Blow Off Assy				
MJFALA14	14 MJXFLG C153 ADPT L/A	1	399.900	EA	399.90
FER14X	14X8 DI 125# C110 FLG ECC RED	1	455.260	EA	455.26
FCRXP	8X4 DI 125# C110 FLG CONC RED	1	112.870	EA	112.87
FNWNBGZ1RR814	14 ZN 150# RR RNG 1/8 FLG PKG	1	56.000	EA	56.00
FNWNBGZ1RR8X	8 ZN 150# RR RNG 1/8 FLG PKG	1	18.200	EA	18.20



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your orders:

<https://survey.medallia.com/?bidsorder&fc=1822&on=41583>

Fax: 208-855-2869

18:34:08 JUN 01 2021

Reference No: 0783655

Item	Description	Quantity	Net Price	UM	Total
IMJAP14	14 MJ C153 ACCY PK W/GLND	1	39.420	EA	39.42
SPWMC14	14 PVC REST CLMP RNGS CIOD *PVLOK	1	183.530	EA	183.53
CFP	4 DI C110 125# THRD COMP FLG F/ STL	1	30.640	EA	30.64
IGNPU	4X6 GALV STL NIP	1	42.980	EA	42.98
IG9P	4 GALV MI 150# 90 ELL	1	123.240	EA	123.24
IGNP36	4X36 GALV RDY CUT PIPE TBE	1	95.250	EA	95.25
FNWCGAALP	4 ALUM QCK COUP A	1	16.750	EA	16.75
FNWCGDCALP	4 DUST CAP ALUM	1	25.030	EA	25.03
R101S048032	4X3/4 IP SGL STRP SDL 4.50-4.80	1	33.720	EA	33.72
IBRLFBFB	LF 3/4X1/4 BRS BUSH	1	3.310	EA	3.31
A4147001	1/4 SB STD MXF LEV HDL AIR COCK	1	19.040	EA	19.04
ICPP304816	30X48 16 GA COR PIPE PIT	1	200.000	EA	200.00
O2410170	2X24 CNCRT GRADE RNG	1	30.690	EA	30.69
O2410330	4X24 CNCRT GRADE RNG	1	36.750	EA	36.75
DA1055RO	24 M/HOLE RNG ONLY	1	150.000	EA	150.00
DA105505	24 M/HOLE WTR CVR	1	125.000	EA	125.00
I75C6000SDE6TOE	3/4-10X60 BLK STL NIP W/ 6 TOE	2	12.500	EA	25.00
PSPLEBF	3/4 PLN EYE BLT	2	4.080	EA	8.16
FNWHNGZ234	3/4 10 HEX NUT ZN A563 GR 2 12PK	1	4.080	PK	4.08
FNWFLWZ34	3/4 X 2 FLT WSHR ZN 25PK	1	7.430	PK	7.43
	305				
	8" Tank Line				
	Tank Line Main				
TW12SLD45BL500	12GA SLD COP PE45 WIRE BLUE 500	1500	285.000	M	427.50
K20111	DRYCONN WIRE CONN TAN	15	0.900	EA	13.50
PSD2105B52	2X1000 UG DET WTR BLUE	2	35.000	EA	70.00
A23203	5 LB DRYTECH GRAN CHLR	2	20.000	EA	40.00
	310				
	8" Tank Line				
	Tank Line Gate Valves				
MA236123XOL	8 DI MJ RW OL GATE VLV L/A	2	1021.260	EA	2042.52
IMJAPX	8 MJ C153 ACCY PK W/GLND	4	22.740	EA	90.96
IVBATS16	16 SLIP VLV BX TOP SECT	2	30.460	EA	60.92
IVBABS36	36 SLIP VLV BX BOT SECT	2	55.500	EA	111.00
IVBLID40W	5-1/4 X 4 CI VLV BX LID WTR	2	15.160	EA	30.32
	315				
	8" Tank Line				
	Tank Line Fittings				
MJ9LAX	8 MJ C153 90 BEND L/A	1	135.990	EA	135.99
MJ4LAX	8 MJ C153 45 BEND L/A	4	111.260	EA	445.04
MJ1LAX	8 MJ C153 11-1/4 BEND L/A	1	98.360	EA	98.36
MJLSLAX	8X12 MJ C153 LONG SLV L/A	1	137.600	EA	137.60
IMJAPX	8 MJ C153 ACCY PK W/GLND	14	22.740	EA	318.36
	320				
	8" Tank Line				
	Tank Line Blow Off Assy				
MJFRLAXP	8X4 MJXFLG C153 RED L/A	1	196.720	EA	196.72
IMJAPX	8 MJ C153 ACCY PK W/GLND	1	22.740	EA	22.74
SPWMC8	8 PVC REST CLMP RNGS CIOD *PVLOK	1	54.510	EA	54.51
MA236006POL	4 FLG RW OL GATE VLV W/ H/WHL	1	498.120	EA	498.12
FNWNBGZ1RR8P	4 ZN 150# RR RNG 1/8 FLG PKG	2	9.250	EA	18.50
CFP	4 DI C110 125# THRD COMP FLG F/ STL	1	30.640	EA	30.64
IGNPU	4X6 GALV STL NIP	1	42.980	EA	42.98
IG9P	4 GALV MI 150# 90 ELL	1	123.240	EA	123.24
IGNP36	4X36 GALV RDY CUT PIPE TBE	1	95.250	EA	95.25
FNWCGAALP	4 ALUM QCK COUP A	1	16.750	EA	16.75
FNWCGDCALP	4 DUST CAP ALUM	1	25.030	EA	25.03
R101S048032	4X3/4 IP SGL STRP SDL 4.50-4.80	1	33.720	EA	33.72
IBRLFBFB	LF 3/4X1/4 BRS BUSH	1	3.310	EA	3.31



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complete a survey about your orders:

<https://survey.medallia.com/?bidsorder&fc=1822&on=41583>

Fax: 208-855-2869

18:34:08 JUN 01 2021
Reference No: 0783655

Item	Description	Quantity	Net Price	UM	Total
A4147001	1/4 SB STD MXF LEV HDL AIR COCK	1	19.040	EA	19.04
ICPP304816	30X48 16 GA COR PIPE PIT	1	200.000	EA	200.00
O2410170	2X24 CNCRT GRADE RNG	1	30.690	EA	30.69
O2410330	4X24 CNCRT GRADE RNG	1	36.750	EA	36.75
DA1055RO	24 M/HOLE RNG ONLY	1	150.000	EA	150.00
DA105505	24 M/HOLE WTR CVR	1	125.000	EA	125.00
I75C6000SDE6TOE	3/4-10X60 BLK STL NIP W/ 6 TOE	2	12.500	EA	25.00
PSPLEBF	3/4 PLN EYE BLT	2	4.080	EA	8.16
FNWHNG2Z34	3/4 10 HEX NUT ZN A563 GR 2 12PK	1	4.080	PK	4.08
FNWFLWZ34	3/4 X 2 FLT WSHR ZN 25PK	1	7.430	PK	7.43
Net Total:					\$104414.58
Tax:					\$0.00
Freight:					\$0.00
Total:					\$104414.58

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

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.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your orders:

<https://survey.medallia.com/?bidsorder&fc=1822&on=41583>

Clint Seamons

From: Heupel, Wade <Wade.Heupel@coreandmain.com>
Sent: Thursday, May 27, 2021 11:47 AM
To: Clint Seamons
Subject: price avail

Clint,

Diamond is running 14 and 16" DR25 late in June.

No DR18 as of now.

Pricing of 14" is \$ 29.00 / ft

Pricing of 16" is \$ 37.39 / ft

The load of 14" dr25 is 1584' and the 16" dr25 is 1100'. This may limit our ability to get this shipped if they do not have product to fill the truck out. If we run it short, the price will escalate.

Thanks,

Wade Heupel

District Manager - Idaho
Core and Main formally HD Supply Waterworks
3338 Commercial Court
Meridian, ID 83642



T: 208-888-5656
Cisco: 61365
M: 208-340-6636
F: 208-888-9799
wade.heupel@coreandmain.com

One Team Driving Customer Success and Value Creation

CONFIDENTIALITY NOTICE:

This message is for intended addressee(s) only and may contain confidential, proprietary or privileged information, exempt from disclosure, and subject to terms at:
<http://emailterms.coreandmain.com>



**Consolidated
Supply Co.**

**** Quotation ****

Bid #: S010318964
Page #: 1

Send P/O To:

CONSOLIDATED SUPPLY CO - NAMPA
2016 MADISON AVENUE
NAMPA, ID 83687

Phone # : 208-463-9909

Bid To:

CITY OF EMMETT
501 E. MAIN STREET
EMMETT, ID 83617

Ship To:

CITY OF EMMETT
221 NORTH MCKINLEY
EMMETT, ID 83617

Phone # : 208-365-6050

JOB:

Bid-Date-Expr-Date-Writer-----Salesperson-----Ship Via-----
05/27/21 06/26/21 Calvin Roy - Corpora House WW - Nampa

Quantity	Description	Net Prc	Ext Prc
	8" C900 PVC QUOTE		
1440'	8"X20' DR18 CL235 C900 PVC PIPE W/ RINGS	14.650FT	21096.00
	8" C900 HAS A 3-4 WEEK LEAD TIME AFTER ORDER IS PLACED.		
	14" C900 PVC QUOTE		
1440'	14"X20' DR25 CL165 C900 PVC PIPE W/ RINGS	29.940FT	43113.60
	** This is a special order item **		
	ONLY FOUND ONE MANUFACTURER WHO WILL EVEN QUOTE ME ON 14". THEY ARE OUT UNTIL LATE JUNE AT THE EARLIEST.		

Bid Total	----- 64209.60
Bid Amount	----- 64209.60

Due to force majeure declarations by resin manufacturers, products such as but not limited to PVC, DWV & HDPE are volatile. PRICE AND AVAILABILITY WILL BE DETERMINED AT THE TIME OF SHIPMENT. PRICING FOR THESE ITEMS WITHIN THIS QUOTE ARE INTENDED FOR ESTIMATION PURPOSES ONLY.

Thank you for requesting a quotation from Consolidated Supply Co. ("Consolidated") for certain materials you need for the project identified in the attached or enclosed quotation document (the "Project"). The enclosed quotation to you is made subject to the following terms and conditions:

1. You must carefully review the quotation to confirm that it meets your requirements before using it for a bid. Unless you have provided Consolidated with a detailed bill of materials and specifications with your requirements (with any applicable addendums), this quotation is only a good-faith estimate and does not constitute an offer which can be accepted or relied on in any manner. Building plans alone do not constitute a detailed bill of materials or specifications, particularly if more than one supplier or subcontractor may be involved in supplying plumbing and/or waterworks materials. Unless the quotation is based on your detailed bill of materials and specifications, you agree that all risk of loss arising from the use of this quotation for bidding purposes-including any loss relating to errors in scope, quantity, price, time, and place of delivery-is on you. All quotations are conditioned upon availability of labor and materials at the time an order actually is placed. You are responsible to specify and select appropriate materials for your intended use. CSCCO provides no design, engineering, or other professional services and cannot recommend or warrant goods to be fit for your particular purposes.

2. If you place an order with Consolidated for work or materials for the Project, the resulting contract will be subject to Consolidated's General Terms and Conditions of Sale. If credit is provided by Consolidated, then that credit is provided on Consolidated's general credit terms and conditions. These terms and conditions are available to you upon request and can be viewed on our website at www.consolidatedsupply.com.

3. Delivery under this quotation is FOB Consolidated's OR manufacturer's facility. If the quotation includes delivery to a jobsite, Consolidated may use a method and carrier of Consolidated's choice, unless otherwise stated in the quotation, and Consolidated assumes that the location is legally and physically accessible to interstate freight carriers operating under ICC regulations. Unloading labor will be provided by purchaser. Additional charges may apply if these assumptions are incorrect or if multiple deliveries are required. Consolidated will make a good faith effort to meet delivery dates agreed to in writing, but cannot guaranty delivery dates for goods not in stock or for which the terms of delivery are outside our control.

4. Pricing in this quotation is based on unit amounts and is firm and valid only if the goods are ordered within 30 calendar days from the date of the quotation. Consolidated may extend quoted prices on a case-by-case basis beyond the 30-day period. Consolidated reserves the right to correct or withdraw this quotation in the case of clerical error. Any change in quantities ordered or time for delivery may result in a change of the quoted prices, including unit prices, unless otherwise agreed to by Consolidated in writing. In the case of commodity items subject to dramatic price increases from the manufacturer such as PVC pipe, plastics, iron and copper, Consolidated reserves the right to modify prices in this quotation after the date that it is issued. This quotation is not a bid or a lump-sum quote, unless specifically stated in the quotation.



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

Tuesday, June 1, 2021

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Pavement Specialties of Idaho Inc BID in the amount of \$35,441.12.**

Attached are the BIDS for your review.

Thank you,

Clint Seamons, Public Works Director

Emmett Airport Chip Seal Project

BIDS RECEIVED

Pavement Specialties of Idaho Inc	\$ 35,441.12	Lowest BID Received
Curtis Clean Sweep	\$ 43,740.00	
Inline Asphalt Inc	\$ 81,915.00	

Pavement Specialties of Idaho Inc

\$ 3,464.00

\$31,977.12

\$35,441.12 BID TOTAL



850 Henry St.
Boise, Idaho 83709
Phone (208) 322-7000
Fax (208) 562-0853
Oregon CCB#: 156088
Idaho Contractors Registration RCE - 3029
Contractor License # PWC-C-14890-AA-2

Randy

PROPOSAL AND CONTRACT

TO: City of Emmett
2000 W Sales Yard Rd
Emmett ID

PROJECT:
Emmett Municipal Airport
2000 W Sales Yard Rd
Emmett ID

Date: 5/14/2021
Name: Clint Seamons
Cell#: 208-941-1251

Bid Number: 626

Email: cseamons@cityofemmett.org

Items Selected	Item Number	Work Description	Estimated Quantity	Unit Desc.	Unit Price	Price Totals
<input type="checkbox"/>	1	Blow out and fill cracks with hot applied crack fill material.	8,000	LF	\$0.433	\$3,464.00
<input type="checkbox"/>	2	Clean and seal asphalt with Pro-seal asphalt sealer at 45sf per gallon. To be completed in six phases.	399,714	SF	\$0.080	\$31,977.12

low

*** Quote Excludes all Permits, Engineering, Licenses, Testing, Traffic Control, Surveying or Staking.

*** This Signed Quote to become part of any Subcontract Agreement.

SPECIAL NOTES:

- 1) Owner is responsible for turning off all sprinklers & other water sources.
- 2) Owner is responsible for notifying general public, tenants, or others impacted by construction operations.
- 3) Crack repair does not include alligatored asphalt areas.
- 4) The Property Owner and/or its representative is responsible for locating and marking all private utilities.
- 5) Repair to unmarked & damaged private utilities are the responsibility of the owner.

***ALL BILLINGS WILL BE BASED ON ACTUAL QUANTITIES COMPLETED & MEASURED IN THE FIELD.

All material & construction practices are guaranteed to be as specified in Pavement Specialties standard specifications and are a part of this proposal. Pavement Specialties uses its practices, unless otherwise noted. Pavement Specialties is not responsible for damages, costs, or impacts caused by or to any hidden, or unknown items. Pavement Specialties cannot be responsible for drainage or water ponding on slopes of less than 1.5% or where grades are dictated by surrounding areas. Alterations, changes, additional work, unforeseen impacts, or deviations creating extra costs or impacts will become an additional charge, due & payable. All agreements and/or warranties, either expressed or implied, are only as attached in written form.

All items on this proposal requiring asphalt products, hot plant asphalt, or batch plant concrete are based on supplier(s) quote at time of estimate to Pavement Specialties. Pavement Specialties reserves the right to adjust asphalt or concrete prices accordingly. Pavement Specialties will provide written notice of such price increases prior to the placement of asphalt based products, hot asphalt, or concrete materials. All agreements are contingent upon release of Pavement Specialties in case of weather, strikes, accidents, any material shortages, acts of God, or situations beyond Pavement Specialties control. As a proposal, the prices quoted are good for fifteen(15) days from the date of proposal. An additional charge of 3% will be assessed for payments made by credit card.

The owner(s) or its representative(s) will be responsible for all costs pertaining to permits, testing, traffic control, licenses, engineering, architectural fee's, zone approvals, erosion control, and sediment control plans. These items shall be considered additional work. All charges pertaining to cost of these items will be paid at cost plus 10%. All labor cost incurred by Pavement Specialties in attaining such items, shall be charged by the hour including its normal overhead and markup.

This is a unit price contract. The contract is based on field measurements and locations as directed by the owner(s) or its representative(s). Pavement Specialties shall be paid for actual quantities installed. Full Payment is due and owing on completion of work. Payment is due upon completion or progress billings each 30 days if project is completed in stages. Interest will be charged at 1.5% per month (18% APR.) for delayed payments. Owner(s) or its representative(s) will reimburse all costs Pavement Specialties incurs collecting moneys due, including all court costs, expert fees, filing fee's, and attorney fees. Each Mechanic's Lien filing fee is a minimum of \$350.00.

PAVEMENT SPECIALTIES OF IDAHO

I have reviewed, understand and accept the above prices, terms and conditions. The described work is hereby authorized on the terms offered.

Randy Hendricks

By: _____

Title: _____

By: _____

Date: _____

THIS PROPOSAL & ALL ATTACHMENTS ARE BEING SUBMITTED BASED ON THE UNDERSTANDING THAT ALL WILL BE HELD FULLY CONFIDENTIAL BY THE CUSTOMER &/OR OWNER. THIS PROPOSAL AND ALL DATA REMAINS THE PROPERTY OF PAVEMENT SPECIALTIES OF IDAHO AND MAY NOT BE COPIED OR DISCLOSED.

"An Equal Opportunity Employer"



PROPOSAL

P.O. Box 44112 Boise, ID 83711

PHONE: (208) 343-7600

FAX: (208) 343-2159

Idaho Public Works - 13294-A-4 (09950, 02761, 02785, 01570, 18800, 02890)

Oregon Construction License - 129615

DBE Authority - 49 CFR 26

RCE - 1922

PROPOSAL SUBMITTED TO
City of Emmett Public Works
STREET
601 E. 3rd St.
CITY, STATE, ZIP CODE
Emmett, ID 83617
CONTACT
Clint Seamons

PHONE
(208) 365-9569
JOB NAME
Emmett Municipal Airport
JOB LOCATION
Emmett, Idaho
EMAIL
cseamons@cityofemmett.org

DATE
5/20/2021

	BID AMOUNT
APPLY TWO COATS OF ASPHALT SEALER TO <u>405,000.00</u> SQFT OF ASPHALT.	\$43,740.00
CLEAN AND FILL ALL CRACKS WITH HOT APPLIED RUBBERIZED PARKING LOT TAR (excludes alligatored areas).	N/A
TREAT ALL OIL SPOTS.	INC
SWEEP & CLEAN ALL ASPHALT AREAS BEFORE SEALING.	INC
SAND SLURRY ALL ALLIGATORING AREAS.	N/A
REMOVE AND REPLACE <u>0.00</u> SQFT OF ALLIGATORING ASPHALT.	N/A
SAWCUT AREAS PRIOR TO REMOVAL OF ASPHALT.	N/A
REPAIR ALL POT HOLES.	N/A
LAYOUT / RE - STRIPE ALL PAVEMENT MARKINGS TO EXISTING LAYOUT.	N/A
RE - STRIPE ALL RED CURB TO EXISTING LAYOUT.	N/A
MOBILIZATION.	INC

SPECIAL NOTES:

- 1 Each line item includes 1 mobilization. Each additional mobilization will be \$75.00 per trip.
- 2 Owner is responsible for turning off all sprinklers during sealcoating operations.

We propose hereby to furnish material and labor - complete in accordance with the above specification's for the sum of: **\$43,740.00**

Payment is to be made as follows: **UPON INVOICE**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature:


CORY ZUBIZARETA

Note: This proposal will be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified above

SIGNATURE: _____

DATE: _____



P.O. Box 44112 Boise, ID 83711
PHONE: (208) 343-7600
FAX: (208) 343-2159

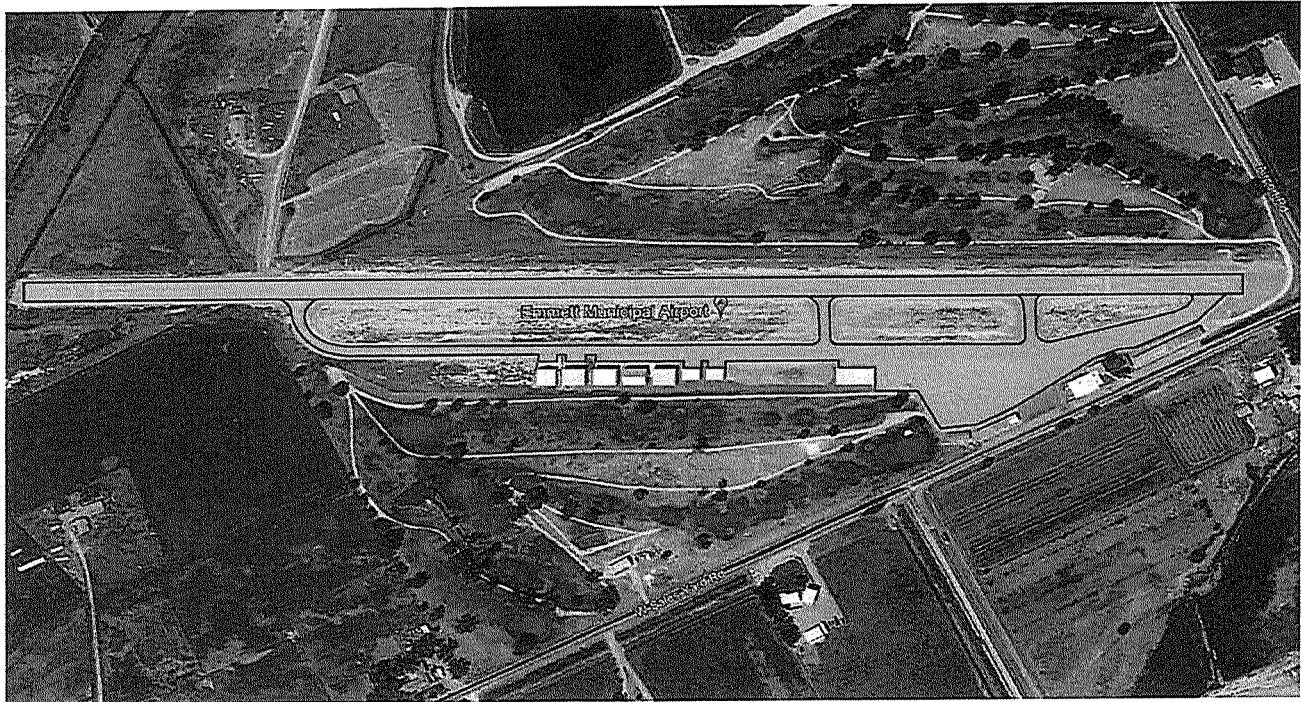
Seal Coat Diagram

Idaho Public Works - 13294-A-4 (09950, 02761, 02785, 01570, 18800, 02890)
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JOB NAME
Emmett Municipal Airport
JOB LOCATION
Emmett, Idaho
EMAIL
cseamons@cityofemmett.org

DATE
5/20/2021



* AREA SHADED BLUE IS TO GET SEALCOATED * AREA SHADED RED IS TO GET REMOVED & REPLACED * CLICK BELOW FOR PRODUCT INFORMATION *

[Road Tar Product Sheet](#)

[Parking Lot Tar Product Sheet](#)

[Sealcoat Product Sheet](#)

[Paint Product Sheet](#)

Acceptance of Proposal - The prices, specifications and conditions are satisfactory and are here by accepted. You are authorized to do the work as specified. Payment will be made as specified above

SIGNATURE: _____

DATE: _____

INLINE ASPHALT, INC

Po Box 94
SWEET, ID 83670
208-369-0583

Estimate

Date	Estimate #
4/20/2021	1112

Name / Address
City of Emmett 316 E. Park St. Emmett, ID 83617 JOB: AIRPORT RESURFACING

			Project
Description	Qty	Rate	Total
Prep and clean all cracks out and fill with commercial grade rubberized cracksealer.		5,250.00	5,250.00
Clean all asphalt surfaces, apply one coat of Sealmaster PMM asphalt sealant to all asphalt by distributor truck application.	403,500	0.19	76,665.00
Thank you for considering us for this job and please call with any questions.			
Total			\$81,915.00

Phone #	Fax #
2083659147	



EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd Street - Emmett, Idaho 83617

Clint Seamons, Public Works Director

Tuesday, June 1, 2021

Mayor, City Council:

I am requesting from City Council a **MOTION to approve CORE&MAIN quote in the amount of \$69,720.00.**

Attached is the quote for your review.

Thank you,

Clint Seamons, Public Works Director

Run Date: 5/27/21

Quote



Sold To:
CITY OF EMMETT
BOISE BRANCH
ACCOUNTS PAYABLE
501 E MAIN ST
EMMETT, ID 83617-3046

Ship To:
CITY OF EMMETT
501 E MAIN ST
EMMETT, ID 83617

Branch:
BOISE ID
Branch - 306
3338 Commercial Court
Meridian, ID 83642
Phone: 208-888-5656

Customer # 110542
Order # 0270601
Date Ordered 05/19/21
Job #
Job Name RADIO UPGRADE
Purchase Order # RADIO UPGRADE QUOTE
Method of Shipment OUR TRUCK
Contract Order # 0000000
Ordered By CLINT
Ship Via CORE & MAIN LP

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	/45016556059	UPGRADE REGISTER AND RADIO YOU WILL PROBABLY NEED SOME OF THESE IF THE REGISTER IS TO OLD 3/4 R900I MTR REG V4 CF W/6' ANTENNA RPW2F23SG89	350			199.20000	EA	69720.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Ordered: 69720.00
Tax Amount: .00
Other Charges: .00
Total: 69720.00



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

Wednesday, June 2, 2021

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Valley Pump payment in the amount of \$21,809.22.**

Attached is the invoice for your review.

Thank you,

Clint Seamons, Public Works Director

Valley Pump and Equipment Co. Inc.
Box 548
Emmett, ID 83617
208-365-2972

Invoice

Date	Invoice #
5/18/2021	24217

Bill To:

City of Emmett
501 E. Main
Emmett, ID 83617

Job Site:

Terms	P.O. No.	Rep
NET 10TH		AMS

Qty	Description	Rate	Amount
2	7 1/2HP 460 volt Franklin sandfighter submersible motor	1,554.39	3,108.78
2	8" x 3" Well seal	116.28	232.56
2	5" 6 stage Franklin STS submersible turbine	2,191.20	4,382.40
21	feet of 3" gal pipe	9.72	204.12
40	feet of 12-3 flat jacketed sub wire w/g	1.06	42.40
2	heat shrink kit for #10,#12,#14 wire	4.43	8.86
4	3" steel pipe threading	25.00	100.00
2	3" check valve 80DIVFD	339.07	678.14
5	3" gal tee	26.37	131.85
2	3" gal plug	9.86	19.72
2	7.5 HP N3R 460v VFD	3,635.425	7,270.85
2	H2PRO 44 Gallon Pressure Tank (21"W x 36.25"H)	499.85	999.70
2	3" x 12" galvanized nipple	21.16	42.32
1	62" diameter x 1/2" thick steel plate with 2" rolled edge, 2-8" holes to accomodate well casing	1,000.00	1,000.00
1	Installation	2,000.00	2,000.00
2	brass ball valve 3"	129.57	259.14
2	3" gal 90 elbow	27.08	54.16
2	3" gal union	45.29	90.58
2	1-1/4" x 12" gal nipple	5.19	10.38
2	1-1/4" galvanized union	8.80	17.60
2	3" x 2" gal hex bushing	9.81	19.62
2	2" galvanized tee	9.32	18.64
2	2" x 1-1/4" gal hex bushing	3.66	7.32

Subtotal

Sales Tax (6.0%)

Total

Payments/Credits

Balance Due

Valley Pump and Equipment Co. Inc.
Box 548
Emmett, ID 83617
208-365-2972

Invoice

Date	Invoice #
5/18/2021	24217

Bill To:

City of Emmett
501 E. Main
Emmett, ID 83617

Job Site:

Terms	P.O. No.	Rep
NET 10TH		AMS

Qty	Description	Rate	Amount
2	1-1/4" x 4" gal nipple	1.67	3.34
2	2" x 1" galvanized hex bushing	4.53	9.06
2	1" x 1/4" gal hex bushing	1.99	3.98
2	1/4" galvanized tee	1.53	3.06
2	1/4" x 6" gal nipple	1.38	2.76
2	2" liquid filled 200# Pressure gauge..	16.32	32.64
2	1-1/4" Pressure Relief Valve	132.30	264.60
2	200psi. 4-20ma pressure transducer with 20' cord	220.32	440.64
1	misc. plumbing & electrical materials	350.00	350.00
	if allowed, estimate would be around \$2,500.00 less if stand alone drives were used instead of full 3R enclosures with filtering		

Please pay amount due, in full, by the 10th of the month, unless prior arrangements have been made. A 1.5% service charge per month, a minimum of .50, will be assessed on all accounts over 30 days past due.

Subtotal \$21,809.22

Sales Tax (6.0%) \$0.00

Total \$21,809.22

Payments/Credits \$0.00

Balance Due \$21,809.22