

City of Emmett Council Meeting

December 8, 2020

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

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

Mayor Gordon Petrie led the **Pledge of Allegiance**

Laura Dodson offered the **Community Invocation**

Council Present: Councilor Denise Sorenson

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

Council Absent:

Counselor Present: Jake Sweeten

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

Staff Present via telephone: None

Public Present: Tina Wilson – Western Alliance for Economic Development;

Public Present via telephone: David Way – Veritas Holding, LLC. Heather Donesky – Emmett

Amendments to the Agenda: None

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

Declaration of Conflicts of Interest: None

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

PUBLIC HEARING

A. **Rezone Application - R-1 (Single Family Residential) to C (Commercial)** Mayor Petrie opened the Public Hearing at 7:04 pm. Brian Sullivan presented the information on Application #20-001, an application from Veritas Holdings LLC Property Location 1420 Judo Lane to re-zone 1420 Judo Lane from R-1-Single-Family Residential to C-Commercial. Mayor Petrie called for Public input.

B. **Close of Public Hearing.** After requesting input from the Public three separate times, Mayor Petrie closed the Public Hearing at 7:21pm.

C. **Decision of Public Hearing – Councilor Henderson made a MOTION TO APPROVE APPLICATION #20-001, AN APPLICATION TO RE-ZONE 1420 JUDO LANE FROM R-1-SINGLE-FAMILY RESIDENTIAL TO C-COMMERCIAL, INCLUDING ADOPTING STAFF FINDINGS, ANALYSIS, AND STAFF RECOMMENDATIONS.** Seconded by Councilor Butler. ROLL CALL VOTE. COUNCIL PRESIDENT NEBEKER – AYE, COUNCILOR HENDERSON – AYE, COUNCILOR – RESINKIN – AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER – AYE, COUNCILOR SORENSON – AYE. 6 – AYES, 0 – NOES. Motion Carried.

PUBLIC HEARING

A. **International Fire Code #IFC319 Mobile Food Vendor Vehicle Inspection Regulation** Mayor Petrie opened the Public Hearing at 7:25 pm. Fire Chief Christensen presented information on the International Fire Code #IFC319 Mobile Food Vendor Vehicle Inspection Regulations. Mayor Petrie called for Public input.

B. **Close of Public Hearing:** After requesting input from the Public three separate times, Mayor Petrie closed the Public Hearing at 7:29pm.

C. **Decision of Public Hearing. Council President Nebeker made a MOTION TO APPROVE THE INTERNATIONAL FIRE CODE #IFC319 MOBILE FOOD VENDOR VEHICLE INSPECTION REGULATION FEE STRUCTURE.** Seconded by Councilor Henderson. ROLL CALL VOTE. COUNCIL PRESIDENT NEBEKER – AYE, COUNCILOR HENDERSON – AYE, COUNCILOR – RESINKIN – AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER – AYE, COUNCILOR SORENSON – AYE. 6 – AYES, 0 – NOES. Motion Carried.

ELECTED OFFICIALS:

A. Mayor

B. City Council

C. Announcements and Good of the Order

CONSENT AGENDA:

A. **Approval of Minutes – November 17, 2020**

B. **Approval of Accounts Payable.**

C. **Approve Permits: Bartender Permits:** Melody Burns, Cesar O Espinoza Marin, Jefferson Jenkins, Cynthia A. Snook, Larry Jenkins, Brooke Anne Trout, Susan Jenkins, Inez Trujillo, Billie Jo Johnson, Daniel Wille, James Johnson, Kirk Willie, Donna Morgan, Christine Widdison

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

DISCUSSION / INFORMATION / UPDATES:

A. Tina Wilson. Executive Director Western Alliance for Economic Development discussed the plans of the Emmett Splash Pad.

NON-CONSENT AGENDA

BUSINESS

A. Lyleen Jerome City Clerk presented a leak waiver request and Mary Soito, Director of Gem County WICAP requests approval of Water Waiver for the commercial property of 213 E. Main. Council President Nebeker made a **MOTION TO APPROVE THE WATER WAIVER FOR 213 E. MAIN ST for \$841.65**. Seconded by Councilor Resinkin. 6 – AYES, 0 – NOES. Motion Carried.

City of Emmett Council Meeting

December 8, 2020

- B. Lyleen Jerome, City Clerk requests approval of 2021 Holiday Closure Schedule. Councilor Henderson made a MOTION TO APPROVE THE 2021 HOLIDAY CLOSURE SCHEDULE. Seconded by Councilor Butler. 6 – AYES, 0 – NOES. Motion Carried.
- C. Lyleen Jerome, City Clerk requests approval of 2021 Council Meeting Schedule. Council President Nebeker made a MOTION TO APPROVE THE 2021 COUNCIL MEETING SCHEDULE. Seconded by Councilor Welch. 6 – AYES, 0 – NOES. Motion Carried.
- D. Steve Kunka, Police Chief requests approval of The Bancorp Lease Schedule for Police Vehicles and for the Mayor to sign. Council President Nebeker made a MOTION TO APPROVE THE BANCORP LEASE SCHEDULE FOR POLICE VEHICLES. Seconded by Councilor Resinkin. ROLL CALL VOTE. COUNCIL PRESIDENT NEBEKER – AYE, COUNCILOR HENDERSON – AYE, COUNCILOR – RESINKIN – AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER – AYE, COUNCILOR SORENSON – AYE 6 – AYES, 0 – NOES. Motion Carried.
- E. Steve Kunka, Police Chief requests approval of Lighted Horse Escort Parade. Councilor Henderson made a MOTION TO APPROVE THE LIGHTED HORSE PARADE AND ESCORT ON DECEMBER 12, 2020 AT 5:00 PM USING STAFF RECOMMENDATION. Seconded by Councilor Sorenson. 6 – AYES, 0 – NOES. Motion Carried.
- F. Clint Seamons, Public Works Director requests approval of Payment to Coastline Equipment for \$18,045.85. Councilor Sorenson made a MOTION TO APPROVE PAYMENT TO COASTLINE EQUIPMENT FOR \$18,045.85. Seconded by Councilor Henderson. 6 – AYES. 0 – NOES. Motion Carried.
- G. Mike Knittel, IT Director requests approval of Payment to JSE Enterprises for \$47,135. Councilor Henderson made a MOTION TO APPROVE PAYMENT TO JSE ENTERPRISES FOR \$47,135. Seconded by Councilor Resinkin. 6 – AYES. 0 – NOES. Motion Carried.
- H. Mike Knittel, IT Director approval Payment to JSE Enterprises for \$25,150. Council President Nebeker made a MOTION TO APPROVE PAYMENT TO JSE ENTERPRISES FOR \$25,150. Seconded by Councilor Welch. 6 – AYES. 0 – NOES. Motion Carried.
- I. Mike Knittel, IT Director approval Payment to Compunet for \$25,604.47. Councilor Sorenson made a MOTION TO APPROVE PAYMENT TO COMPUNET FOR \$25,604.47. Seconded by Councilor Henderson. 6 – AYES. 0 – NOES. Motion Carried.
- J. Mike Knittel, IT Director approval Payment to Compunet for \$32,035.74. Council President Nebeker made a MOTION TO APPROVE PAYMENT TO COMPUNET FOR \$32,035.74. Seconded by Councilor Henderson. 6 – AYES. 0 – NOES. Motion Carried.
- K. Mike Knittel, IT Director approval Payment to Alpine Construction for \$13,560.80. Councilor Henderson made a MOTION TO APPROVE PAYMENT TO ALPINE CONSTRUCTION FOR \$13,560.80. Seconded by Councilor Sorenson. 6 – AYES. 0 – NOES. Motion Carried.
- L. Mike Knittel, IT Director approval Payment to Alpine Construction for \$13,560.80. Councilor Sorenson made a MOTION TO APPROVE PAYMENT TO ALPINE CONSTRUCTION FOR \$13,560.80. Seconded by Councilor Resinkin. 6 – AYES. 0 – NOES. Motion Carried.
- M. Curt Christensen, Fire Chief requests approval Resolution# R2020-15. Councilor Henderson made a MOTION TO APPROVE RESOLUTION #R2020-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EMMETT, IDAHO ANNUAL INSPECTION OF MOBILE FOOD VENDOR VEHICLE FEES AND FOR THE MAYOR TO SIGN. Seconded by Councilor Resinkin. ROLL CALL VOTE. COUNCIL PRESIDENT NEBEKER – AYE, COUNCILOR HENDERSON – AYE, COUNCILOR – RESINKIN – AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER – AYE, COUNCILOR SORENSON – AYE. 6 – AYES, 0 – NOES. Motion Carried.

DEPARTMENT/ ACTIVITY REPORTS:

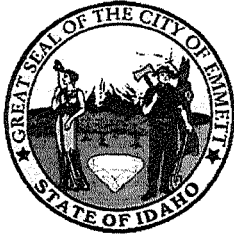
- A. Building Official/City Planner – Brian Sullivan, Building/Zoning Administrator – No report
- B. Clerk – Lyleen Jerome, City Clerk– No report
- C. Fire – Curt Christensen, Fire Chief– No report
- D. Library – Alyce Kelley, Director– Absent – report in packet
- E. Police - Steve Kunka, Police Chief–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

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

Meeting Adjourned at 8:13pm

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name Jenny Jensen

Date Application Received 12/03/2020 By AE

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Background Check 12/4/2020
- [Signature] Emmett Police Name/Records Check
- [Signature] Gem County Sheriff's Name/Records Check
- [Signature] Other
- [Signature] Completed (signature) 12-4-20 Date Chief of Police (signature) Date
- Fingerprint Results Attached (New only) NA

City Council

- Added to Council Agenda for approval
- City Council Approved Yes No 12/15/20 Council Date

Official Permit

- Created _____
- Mailed _____
- Tracking # _____



2020 Community Video Program

Name: Gordon Petrie
 Title: Mayor
 Address: 501 E. Main St.
 City, State, Zip: Emmett, ID 83617
 Phone: (208) 365-6050
 Email: gpetrie@cityofemmett.org
 Website: www.cityofemmett.org

This agreement is between CGI Communications, Inc. ("CGI") and the City of Emmett (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.cityofemmett.org homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

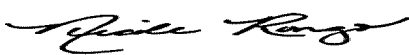
- Produce a total of four video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to City's approval. CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request. This Agreement will automatically terminate if the City does not approve a final draft of Community Video Program content and in such event, neither party will have any further liability or obligation under this Agreement
- Terminate the agreement if City of Emmett does not approve the videos, approval of which shall not be unreasonably withheld
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.cityofemmett.org website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program even if this Agreement is terminated
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program;
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.cityofemmett.org homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.cityofemmett.org homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax-exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

Emmett, ID _____
 Signature: _____
 Name (printed): _____
 Title: _____
 Date: _____

CGI Communications, Inc. _____

 Name (printed): **Nicole Rongo**
 Title: **Vice President of Marketing and Acquisitions**
 Date: **November 9, 2020**



130 East Main Street, 5th Floor
 Rochester, NY 14604

Phone: 800.398.3029
 Fax: 585.653.7393



Memorandum of Understanding: (Broadband Infrastructure)

This Memorandum of Understanding is entered into between *Imagine Idaho Action* and the *City of Emmett* on this 8th day of December, 2020.

This Memorandum of Understanding identifies the commitment of *Imagine Idaho Action*, a 501(c)(4) nonprofit organization dedicated to helping address broadband funding and infrastructure needs throughout Idaho, to partner and collaborate with the *City of Emmett*, a municipal organization dedicated to providing broadband infrastructure to Idahoans, with a focus on those in need in their community. *Imagine Idaho Action* agrees to partner with *City of Emmett* as part of its broadband infrastructure and funding project, and to utilize resources to sustain outreach, education, and necessary policy changes to ensure local units of government have authority dedicated for broadband infrastructure and receive their share of federal funds.

To the extent permitted by Idaho law and without waiving any of the defenses, immunities or other protections available thereunder, in the event that any third party asserts any claim against either *Imagine Idaho Action* or the *City of Emmett* each agree to indemnify and hold harmless the other party to this MOU from any and all claims, actions or lawsuits asserted against the other party as a result of any alleged act or omission by either *Imagine Idaho Action* or the *City of Emmett*.

Imagine Idaho Action agrees to perform the following functions:

- Distribute information, organize and lead the efforts for local communities to achieve their broadband goals
- Assist in coordination of grassroots and grasstops campaigns, fundraising and messaging
- Provide education activities on policy and process at the state and federal level and to assist in success of needed policy changes
- Work with the *City of Emmett* in any other way to assure success of the project
- Keep the *City of Emmett* informed on a regular basis of activities and accomplishments

City of Emmett agrees to perform the following functions:

- Donate available funds to *Imagine Idaho Action* to underwrite the policy efforts
- Encourage others in the community to donate to *Imagine Idaho Action*
- Provide input, feedback and experience to ensure a coordinated voice in achieving policy goals

Christina Culver
Co-Executive Director
Imagine Idaho Action

Gordon W. Petrie
Mayor
City of Emmett

**LEASE AGREEMENT FOR EMMETT CITY ANNEX BUILDING SPACE FOR THE
GEM COUNTY EMERGENCY OPERATIONS CENTER**

This Lease Agreement (“Agreement”) is made this 8th day of December, 2020, by and between Gem County (“County”) and the City of Emmett (“City”), both political subdivisions of the State of Idaho, for the purpose of establishing the mutually-understood and agreed rights, responsibilities, and conditions of Gem County’s use of the 2nd floor of the Emmett City Annex Building, to include the “EOC Manager Office”, “Operations Room”, and “Bathroom”, located at 601 East 3rd Street, Emmett, Idaho, for the operation of the Gem County Emergency Operations Center (“EOC”).

I. RECITALS

WHEREAS, the City of Emmett owns and operates the Emmett City Annex Building located at 601 East 3rd Street, Emmett, Idaho; and

WHEREAS, the State Disaster Preparedness Act, Idaho Code §46-1009 vests the power of county-wide disaster preparedness and coordination of response with the Board of County Commissioners; and

WHEREAS, the County has an Emergency Manager appointed and designated to facilitate the cooperation and protection of the County in the work of disaster prevention, preparedness, response and recovery; and

WHEREAS, the County has a need for an appropriate space to house the Emergency Operations Center, comprised of staff and equipment; and

WHEREAS, the County and the City mutually benefit from the work of the Emergency Manager and the Emergency Operations Center.

NOW THEREFORE, in consideration of the recitals set forth above, and the mutual terms, conditions, and covenants contained herein, the parties agree as follows.

II. LEASE. City leases the Emergency Operations Center portion of the City Annex building as depicted in the attached map (“Premises”) to County and County leases the Premises from City.

III. COUNTY COMMITMENTS

- A. **Rent.** County shall pay the sum of two hundred dollars (\$200.00) monthly. Payment shall be made either on an annual basis or a monthly basis.
- B. **Procedures.** County shall follow City procedures, policies, and protocols regarding use of the Annex at all times.
- C. **Equipment.** County shall provide and maintain equipment needed for operation of the Emergency Operations Center. County shall mark and inventory equipment placed in the EOC as “County.”

IV. CITY COMMITMENTS

- A. **Reservation of office space.** City shall grant sole use of the Premises as “EOC Manager Office” to County for the purpose of housing the Emergency Manager.
- B. **Reservation of joint conference space.** City shall grant first priority of scheduling the conference space depicted on the attached map as “Operations Room” to County for the purpose of conducting the business activities of the Emergency Operations Center. Consideration shall be given to the stage at which the Emergency Operations Center is inactive or active and should be done in cooperation with each Party. The Operations Room should be scheduled only for the purpose of promoting City and County functions and trainings due to the sensitive and private nature of the Emergency Operations Center and the need to maintain sanitary conditions necessary for EOC operation.
- C. **Services.** The Premises will be cable, internet, and telephone ready, including wiring and cabling.
- D. **Internet.** City will provide internet connection to the area. County may utilize its own server(s) and internet service once County network equipment and connectivity have been routed to the EOC. The City will provide up to 12 units of network rack space in the “IT Data Room” for any equipment the county elects to install.
- E. **Phone service.** City will provide phone service to the EOC.
- F. **Access to facility.** City will provide County means of access to the 2nd floor of the Annex Building twenty four (24) hours per day, seven (7) days per week. Upon Agreement of the parties and in writing, City will restrict access to the Emergency Operations Center portion of the Annex building when the parties determine it necessary for the health, safety, security or continuity of the Emergency Operations Center.
- G. **Facility control and maintenance.** At all times, the Emergency Operations Center portion of the Annex building shall remain under the authority and control of the City. The City shall maintain the building meeting practicable standards of safety, security, and habitability. The City shall be responsible for cleaning the building a minimum of two (2) times monthly, including the office space and bathroom.

V. GENERAL PROVISIONS

- A. **Assumption of risk.** Parties acknowledge that use of the EOC may carry risks of injury to employees or persons, some of which risks are unknown, and Parties hereby accept and assume all known and unknown risks related to County’s use of the EOC.
- B. **Indemnification.** In consideration of use of the facility under the terms set forth above, Parties hereby agree, to the extent permitted by Idaho law, to indemnify, defend, and save and hold harmless each Party, its employees, agents, officers, volunteers, and guests from and against any and all demands, suits, actions, claims, losses, judgments, damages, expenses, or costs, whether or not meritorious, including, without limitation, attorneys’ or other professional fees in conjunction with any

injury, death, or damage to persons or property, arising out of, relating to, or caused or incurred by the Parties, except for those resulting solely from the tortious conduct of the Parties, or unless otherwise provided for by law.

- C. **Term of Agreement.** Unless earlier terminated by either Party or modified in writing by both Parties, this Agreement and all terms and conditions hereof shall be in effect for a term of one (1) year from the Effective Date, and shall renew automatically on an annual basis.
- D. **Termination for cause.** If either Party determines that there has been a failure to comply with any term or condition of this Agreement, violated any covenant, Agreement and/or stipulation of this Agreement, or engaged in any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have thirty (30) days after receipt of such notice to cure the default. Except that when the EOC is activated, the defaulting party shall have ninety (90) days after receipt of such notice to cure the default; the Parties understanding that time is of the essence. If the default is not cured within such period(s), this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party in the manner established herein.
- E. **Termination without cause.** Either party may terminate this Agreement for any reason at any time by giving no less than ninety (90) days written notice prior to the next fiscal year (beginning October 1) to the other party in the matter established herein.
- F. **Non-waiver.** Any waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.
- G. **Relationship of Parties.** Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between either Party or any official, agent or employee of either Party.
- H. **Compliance with laws.** In the performance of this Agreement, Parties agree to comply with any and all applicable federal, state, and local laws.
- I. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written addendum signed by both parties hereto.
- J. **Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Gem County, Idaho.

- K. **Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its respective attorney and/or has received the opportunity to seek such advice.
- L. **Cumulative rights and remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- M. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- N. **Successors and assigns.** Except as otherwise specifically established herein, all of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- O. **Notice.** Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows:

County:

Board of Commissioners, Gem County

415 E. Main Street

Emmett, Idaho 83617

(208) _____

Email: _____

City:

Mayor, City of Emmett

501 E. Main Street

Emmett, Idaho 83617

208-365-6050

Any party may change its respective address for the purpose of this paragraph by giving written notice of such change in the manner herein provided.

- P. **Approval required.** This Agreement shall not become effective until approved by the respective governing bodies of both Gem County and the City of Emmett.

IN WITNESS WHEREOF, the parties shall cause this AGREEMENT to be executed by their duly authorized officers to be effective as of the day and year first above written.

GEM COUNTY

Bryan Elliott, Chairman

Date

Mark Rekow, Commissioner

Date

Bill Butticci, Commissioner

Date

ATTEST:

Shelly Tilton, County Clerk

Date

CITY OF EMMETT

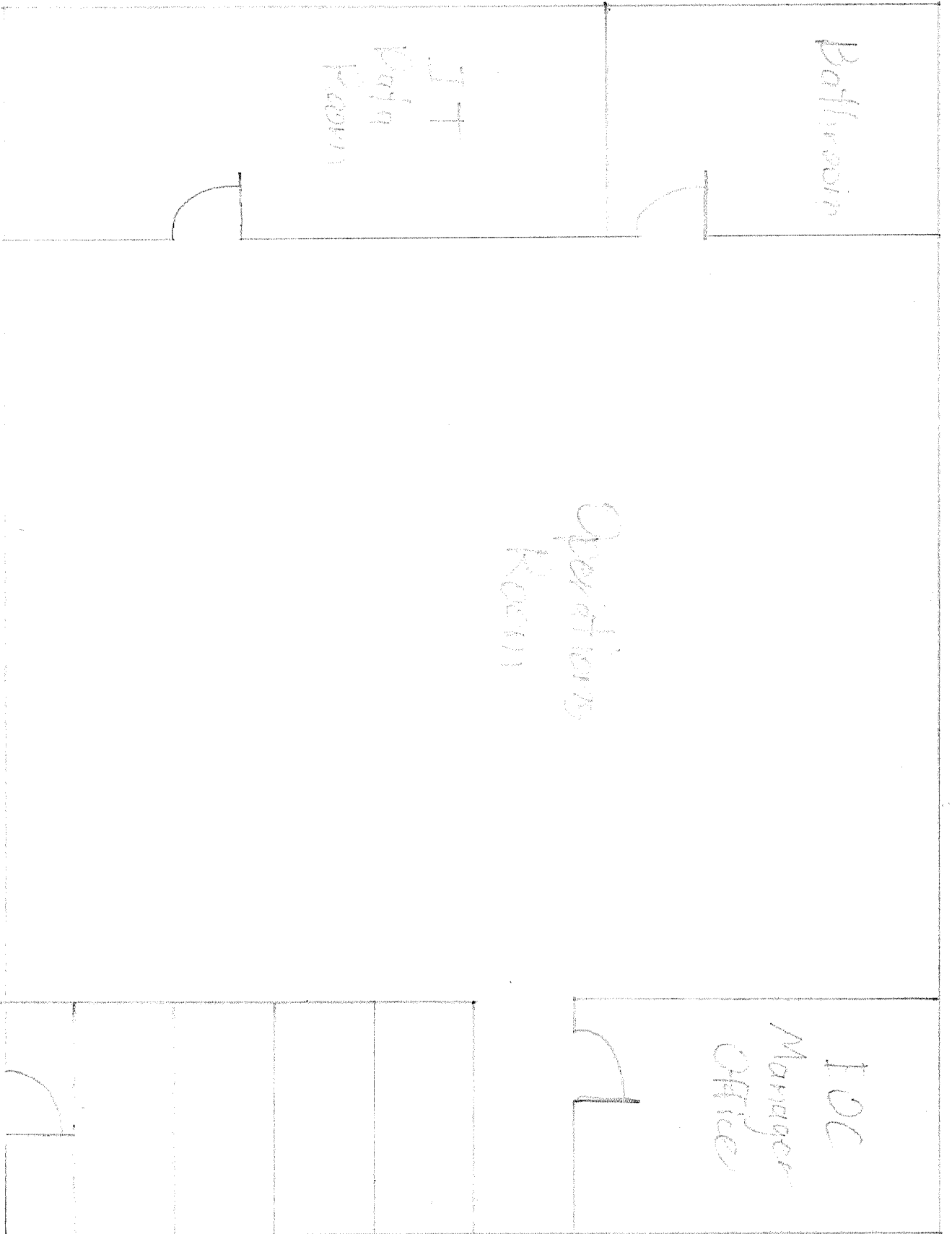
Gordon W. Petrie, Mayor

Date

ATTEST:

Lyleen Jerome, City Clerk

Date



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↓

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

PHONE: (208) 365-9569

WEB PAGE: WWW.CITYOFEMMETT.ORG

STAFF REPORT

DESCRIPTION: PAYETTE RIVER ORCHARDS SUBDIVISION - FINAL PLAT APPLICATION

FILE NUMBER: FP20-002

CITY COUNCIL MEETING DATE: DECEMBER 15, 2020

APPLICANT: SAWTOOTH LAND SURVEYING FOR 210 MAIN LLC

REPRESENTATIVE: DAVID AND ADAM LITTLE

STAFF PLANNER: BRIAN SULLIVAN

1. APPLICATION SUMMARY

The applicant, Sawtooth Land Surveying, is requesting approval of a Final Plat application for Payette River Orchards Subdivision, Phase 1. The subdivision includes 41 residential lots, 9 common lots reserved for landscaping, irrigation, utilities, fiber, mailboxes, and Association recreation facilities, and two City lots for the water booster station and future water storage tank. The majority of the improvements have been installed. The subdivision is located on E. 12th Street. The Preliminary Plat was approved by the City Council on 1/6/2020.

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).

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, and adopt the Site-Specific Conditions of Approval.

2. APPLICATION & PROPERTY FACTS

A. Site Address/Location:

The site is located on the end of E. 12th Street, in Township 06N, Range 01W, Section 16.

B. Current Owner(s): 210 Main LLC.

C. Applicant(s): Sawtooth Land Surveying for 210 Main LLC

D. Representative: David and Adam Little

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

3. APPLICATION PROCESS FACTS

A. Application Submittal:

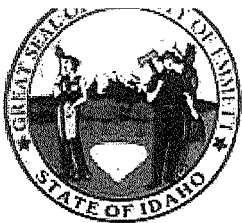
The application for this item was received by the Zoning Department on October 8, 2020.

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

1. Comply with all Final Plat and construction plan review comments.
2. All review fees from Keller's being paid prior to signing the Mylar
3. City requires the petitioner to supply a set of as-built plans on Mylar as well as on CD -Rom or disc in AutoCAD format and PDF format.
4. Post a bond for 150% of the estimated completion of the remaining improvements. Estimate is \$215,577.94 from Eagle Landscaping, Butte Fence, Alloway Electric, and Delta Electric, so the developer must post a bond in the amount of \$323,366.91 for completion of these improvements. Staff has reviewed these items and approves this bond amount.
5. Completed, signed and recorded Declaration of Covenants, Conditions, and Restrictions of Payette River Orchards Subdivision.
6. Submit two (2) paper copies and 1 digital copy of the final plat to the Zoning department for review prior to printing the Mylar.
7. Final plat must be recorded within 1 year of written approval unless an extension is requested and granted by the City.
8. The applicant is to follow all recording requirements as outlined in ECC 10-2-4K.
9. 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.



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

Building & Zoning Department
Brian Sullivan:
bsullivan@cityofemmett.org

Ph: (208) 365-9569
Fax: (208) 365-4651

December 9, 2020

RE: Payette River Orchards Subdivision, phase #1, FP # 20-002

Mayor and City Council,

Staff has reviewed the referenced subdivision plat, Payette River Orchards Subdivision #1, and recommends approval of the plat with following specific condition being part of the approval.

Proposed Motion:

I would like to make a motion to approve Payette River Orchards Subdivision, phase 1, application # FP20-002, with the following conditions.

1. Comply with all Final Plat and construction plan review comments.
2. All review fees from Keller's being paid prior to signing the Mylar
3. City requires 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. Post a bond for 150% of the estimated completion of the landscaping. Estimate is \$215,577.94, from Eagle Landscaping, Butte Fence, Alloway Electric, and Delta Electric, so the developer must post a bond in the amount of \$323,366.91 for completion of phase 1. (See attached Bond Proposal)
5. Completed, signed and recorded Declaration of Covenants, Conditions, and Restrictions of Payette River Orchards Subdivision.
6. Submit two (2) paper copies and 1 digital copy of the final plat to the Zoning department for review prior to printing the Mylar.
7. Final plat must be recorded within 1 year of written approval unless an extension is requested and granted by the City.
8. The applicant is to follow all recording requirements as outlined in ECC 10-2-4K.
9. 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.

OR

I make a motion to deny the final plat of Payette River Orchards Subdivision Phase 1 for the following reason:

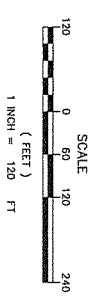
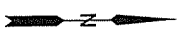
Sincerely,

Brian Sullivan
Building / Zoning Administrator

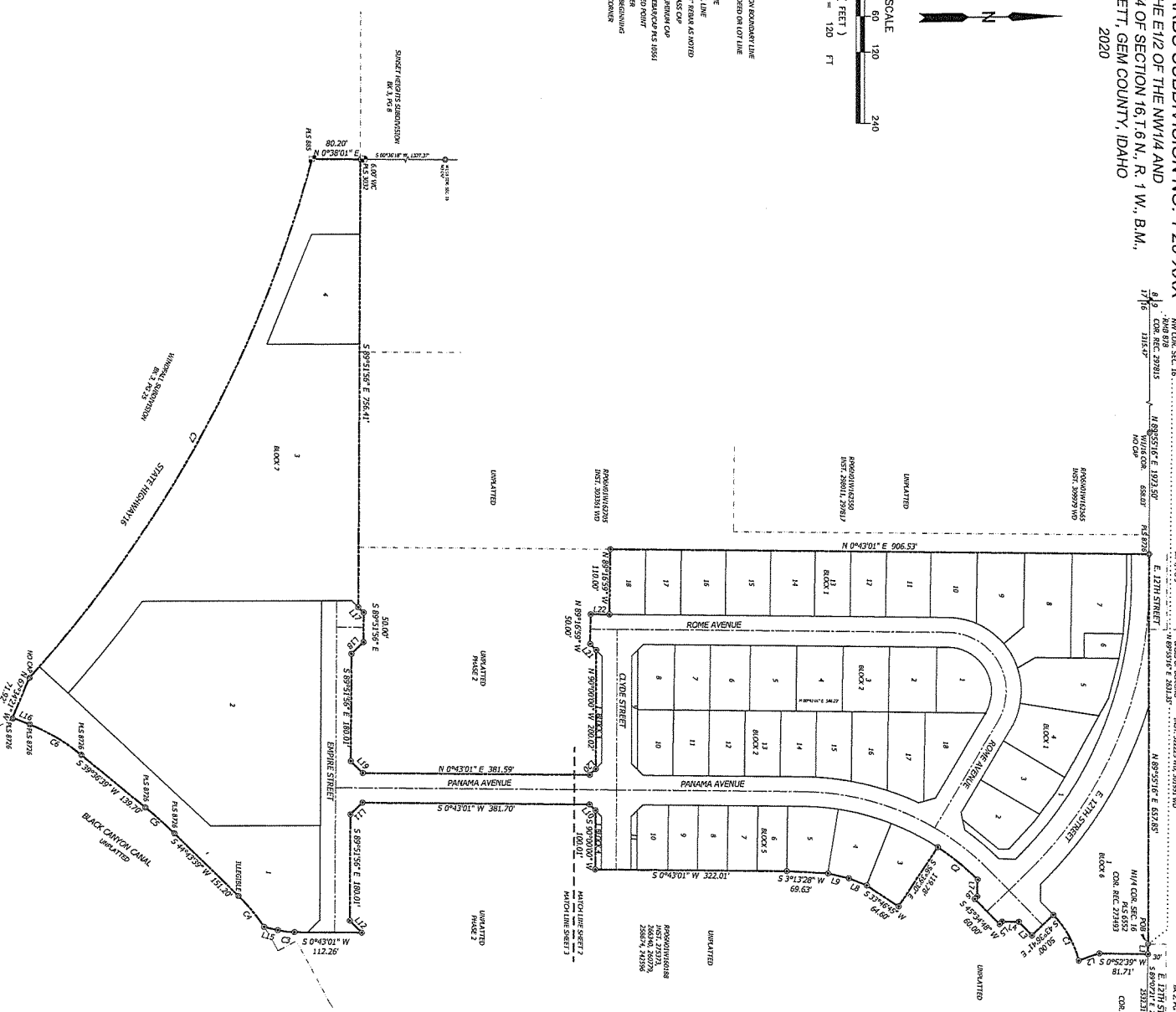
PAYETTE RIVER ORCHARDS SUBDIVISION NO. 1 20-XXX

LOCATED IN THE E1/2 OF THE NW1/4 AND THE NW1/4 OF THE NE1/4 OF SECTION 16, T.6 N., R. 1 W., B.M., CITY OF EMMETT, GEM COUNTY, IDAHO 2020

BOOK _____ PAGE _____



- LEGEND**
- SUBDIVISION BOUNDARY LINE
 - EXISTING BOUNDARY OR LOT LINE
 - LOT LINE
 - SECTION LINE
 - FACING SIDE BEARS AS NOTED
 - FOUND BALKS CAP
 - SET 5/8" ALUMINUM CAP
 - SET 5/8" BRASSICAP PEG 10841
 - CALCULATED POINT
 - ▲ LOT NUMBER
 - SURVEY MONUMENTS
 - VINTAGE COURSE
 - W.C.



NOTES:

1. THE EXISTING ZONING OF THIS SUBDIVISION IS R-1.
2. PER I.C. 31-3805, THIS PLAT IS IN COMPLIANCE AND ITS PROVISIONS APPLY TO IRRIGATION WATER.
3. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF EMMETT APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
4. THIS DEVELOPER RECOGNIZES SECTION 23-4501 OF THE IDAHO CODES, RIGHT TO PARRY 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 SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN PERMITTED OR ORDERED BY THE DEPARTMENT OF AGRICULTURE. THE OPERATOR OF SUCH FACILITY OR EXPANSION SHALL BE RESPONSIBLE FOR THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR MISLEASANT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
5. ANY FUTURE STRUCTURES ERECTED WITHIN THE SUBDIVISION SHOWN HEREON SHALL REMAIN OUTSIDE ANY PUBLIC UTILITY, DRAINAGE AND IRRIGATION EASEMENTS, AND SHALL MEET ALL REQUIRED CITY OF EMMETT BUILDING SETBACKS.
6. THERE IS AN UNBARRICADED 5 FOOT WIDE UTILITY, PIER, IRRIGATION (GRAVITY) AND PRESSURE, BRIGGATION, AND DRAINAGE EASEMENT ALONG FRONT LOT LINES, REAR LOT LINES, AND SIDE LOT LINES. ADDITIONALLY, THERE IS AN EASEMENT OF 10 FOOT WIDE ON REAR LOT LINES AND FRONT LOT LINES TO HERFORM INSTALLATION, MAINTENANCE, AND REPAIR.
7. THESE PARCELS LIE WITHIN ZONE D₁, PER AMO NO. 169127 0270A, EFFECTIVE DATE 4/17/1978. ZONE D₁: AREAS OF UNDETERMINED, BUT POSSIBLE FLOOD HAZARDS.
8. LOTS 1 AND 2, BLOCK 1, LOTS 9 AND 18, BLOCK 2, LOT 1, BLOCK 3, LOT 1, BLOCK 4, LOTS 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, BLOCK 5 ARE RESERVED AS COMMON AREAS AND SHALL BE OWNED AND MAINTAINED BY THE PAYETTE RIVER ORCHARDS HOMEOWNERS ASSOCIATION.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE RESIDENTIAL LOTS FROM THE PARCEL(S) DESCRIBED IN GUARANTY DEED INST. NO. 326780.

REFERENCES:

- R1) SUNSET HEIGHTS SUBDIVISION, BOOK 3, PAGE 8
- R2) REGANCY HEIGHTS SUBDIVISION, BOOK 4, PAGE 9
- R3) SAND HOLLOW SUBDIVISION NO. 1, BOOK 2, PAGE 17
- R4) RECORD OF SURVEY INST. NO. 198849
- R5) RECORD OF SURVEY INST. NO. 249108
- R6) RECORD OF SURVEY INST. NO. 24277
- R7) RECORD OF SURVEY INST. NO. 25965
- R8) RECORD OF SURVEY INST. NO. 274933
- R9) RECORD OF SURVEY INST. NO. 291816
- R10) RECORD OF SURVEY INST. NO. 201188
- R11) RECORD OF SURVEY INST. NO. 204045, PAF 5-38210)
- R12) GUARANTY DEED INST. NO. 326780

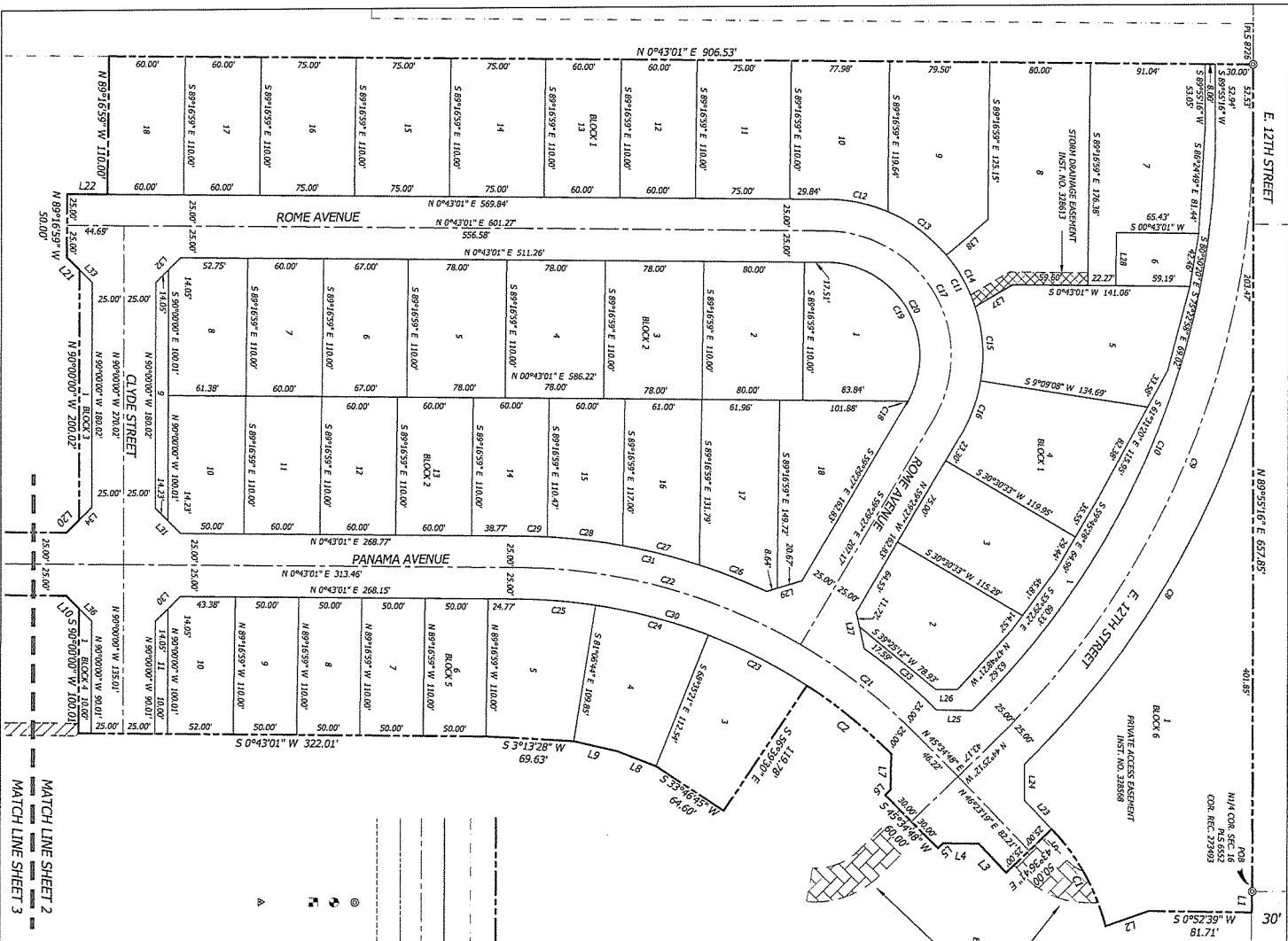
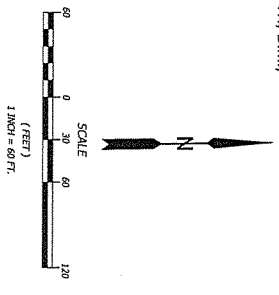
OWNER: 210 MAIN, LLC

2030 S. WASHINGTON AVE.
EMMETT, ID 83617
(208) 398-8104
FAX (208) 398-8105



SAWTOOTH
Land Surveying, LLC
WWW.SAWTOOTHLS.COM
SHEET: 1 OF 5
DATE: 10/20/20
DRAWN BY: AM
CHECKED BY: KB
DWG#: 18067-EP

LOCATED IN THE E1/2 OF THE NW1/4 AND
THE NW1/4 OF SECTION 16, T.6 N., R. 1 W., B.M.,
CITY OF EMMETT, GEM COUNTY, IDAHO
2020



LINE TABLE

LINE	BEARING	DISTANCE
1	N 89°16'59" E	110.00'
2	N 89°16'59" W	110.00'
3	N 89°16'59" E	110.00'
4	N 89°16'59" W	110.00'
5	N 89°16'59" E	110.00'
6	N 89°16'59" W	110.00'
7	N 89°16'59" E	110.00'
8	N 89°16'59" W	110.00'
9	N 89°16'59" E	110.00'
10	N 89°16'59" W	110.00'
11	N 89°16'59" E	110.00'
12	N 89°16'59" W	110.00'
13	N 89°16'59" E	110.00'
14	N 89°16'59" W	110.00'
15	N 89°16'59" E	110.00'
16	N 89°16'59" W	110.00'
17	N 89°16'59" E	110.00'
18	N 89°16'59" W	110.00'

CURVE TABLE

CHORD	ARC LENGTH	RADIUS	TO BEYOND ANGLE	CHORD BEARING	CHORD LENGTH
C1	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C2	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C3	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C4	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C5	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C6	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C7	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C8	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C9	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C10	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C11	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C12	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C13	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C14	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C15	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C16	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C17	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C18	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C19	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C20	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C21	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C22	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C23	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C24	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C25	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C26	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C27	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C28	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C29	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C30	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C31	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C32	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C33	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C34	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C35	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C36	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C37	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C38	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C39	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C40	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C41	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C42	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C43	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C44	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C45	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C46	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C47	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C48	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C49	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C50	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C51	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C52	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C53	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C54	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C55	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C56	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C57	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C58	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C59	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C60	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C61	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C62	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C63	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C64	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C65	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C66	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C67	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C68	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C69	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C70	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C71	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C72	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C73	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C74	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C75	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C76	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C77	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C78	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C79	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C80	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C81	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C82	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C83	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C84	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C85	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C86	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C87	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C88	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C89	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C90	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C91	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C92	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C93	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C94	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C95	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C96	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C97	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C98	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'
C99	110.00'	110.00'	90.00°	N 89°16'59" E	110.00'
C100	110.00'	110.00'	90.00°	N 89°16'59" W	110.00'

LEGEND

- SUBDIVISION BOUNDARY LINE
- EXISTING DEED OR LOT LINE
- LOT LINE
- CENTRAL LINE
- SECTIONAL LINE
- EASEMENT
- FOUND S/P REBAR AS NOTED
- FOUND REBAR CAP
- FOUND ALUMINUM CAP
- SET S/P REBAR/CAP AS NOTED
- SET 1/2" REBAR/CAP AS NOTED
- CALCULATED POINT
- POB
- POINT OF BEGINNING
- WITNESS CORNER
- STONE DRAINAGE EASEMENT INST. NO. 328613
- TEMPORARY STORM DRAINAGE EASEMENT INST. NO. 328614
- TEMPORARY PRESURIZED IRRIGATION EASEMENT INST. NO. 328674
- TEMPORARY ACCESS EASEMENTS INST. NO.S 328556, 328557
- EQUALITY JURDICTION EASEMENTS INST. NO. 328613

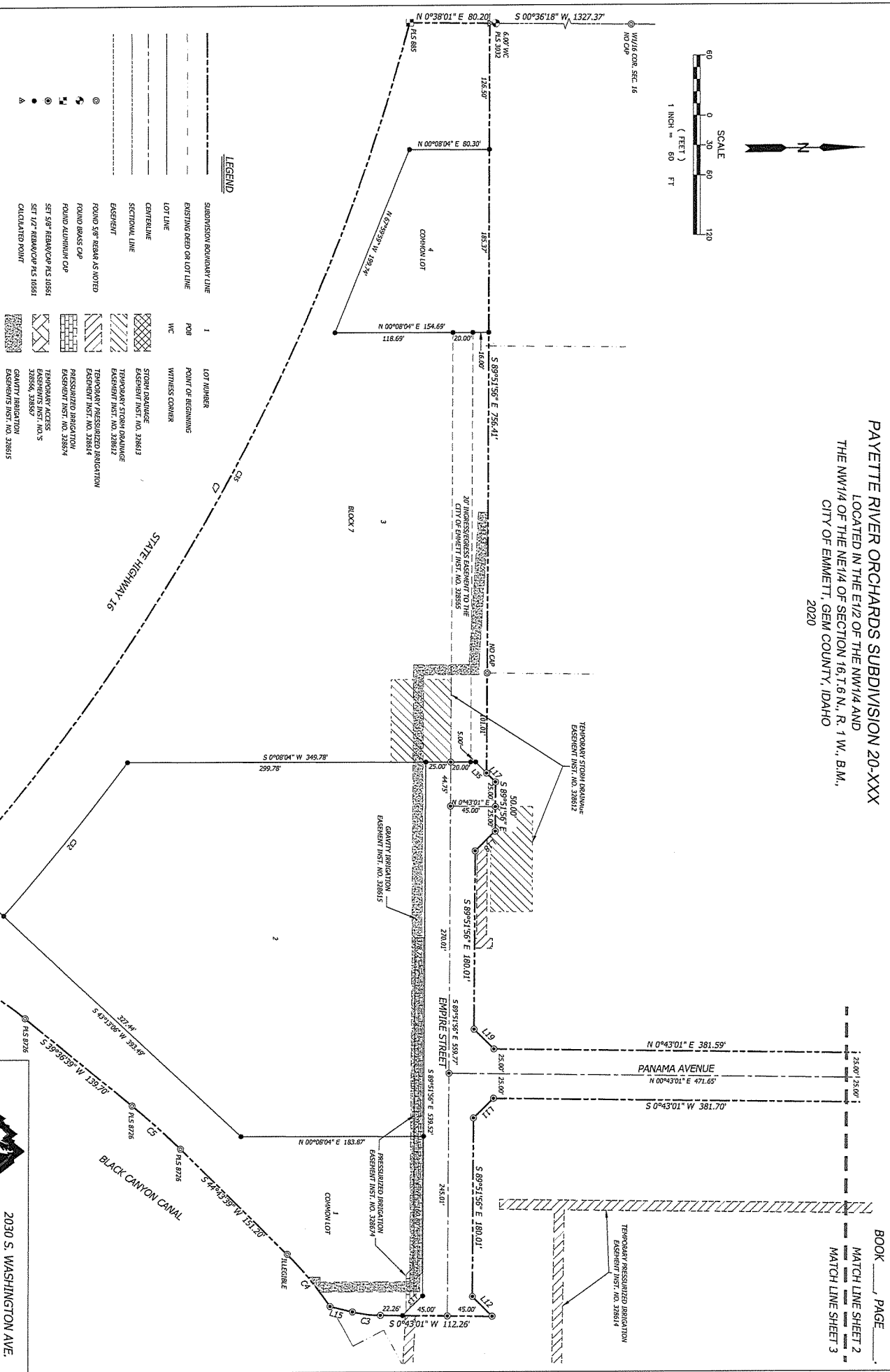
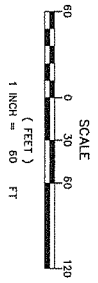
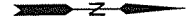
2030 S. WASHINGTON AVE.
EMMETT, ID 83617
(208) 398-8104
FAX (208) 398-8105

SAWTOOTH
Land Surveying, LLC
WWW.SAWTOOTHLS.COM

SHEET: 2 OF 5
DATE: 10/20/20
DRAWN BY: AM
CHECKED BY: MB
DWG#: 18067-PP

MATCH LINE SHEET 2
MATCH LINE SHEET 3

PAYETTE RIVER ORCHARDS SUBDIVISION 20-XXX
 LOCATED IN THE E/12 OF THE NW/4 AND
 THE NW/4 OF THE NE/4 OF SECTION 16, T.6 N., R. 1 W., B.M.,
 CITY OF EMMETT, GEM COUNTY, IDAHO
 2020



LEGEND

	SUBDIVISION BOUNDARY LINE	1	LOT NUMBER
	EXISTING CEDD OR LOT LINE	POB	POINT OF BEGINNING
	LOT LINE	WC	WITNESS CORNER
	CENTERLINE		
	SECTIONAL LINE		
	EASEMENT		
	ROUND 5/8" REBAR AS NOTED		
	ROUND BRASS CAP		
	ROUND ALUMINUM CAP		
	SET 3/4" REBAR/CAP PLS 10654		
	SET 1/2" REBAR/CAP PLS 10661		
	CALCULATED POINT		
	STORM DRAINAGE EASEMENT INST. NO. 238513		
	TEMPORARY STORM DRAINAGE EASEMENT INST. NO. 238512		
	TEMPORARY RESURGED IRRIGATION EASEMENT INST. NO. 238514		
	TEMPORARY RESURGED IRRIGATION EASEMENT INST. NO. 238515		
	RESURGED IRRIGATION EASEMENT INST. NO. 238514		
	RESURGED IRRIGATION EASEMENT INST. NO. 238515		
	GRANTY IRRIGATION EASEMENT INST. NO. 238515		
	GRANTY IRRIGATION EASEMENT INST. NO. 238515		

BOOK _____ PAGE _____

MATCH LINE SHEET 2
 MATCH LINE SHEET 3

SAWTOOTH
 Land Surveying, LLC
 2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 (208) 398-8104
 FAX (208) 398-8105
 WWW.SAWTOOTHLS.COM

SHEET: 3 OF 5	DATE: 10/20/20	DRAWN BY: AM	CHECKED BY: KB	DATE: 10/20/20	DATE: 10/20/20
---------------	----------------	--------------	----------------	----------------	----------------

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAT.

THE OWNERS FURTHER CERTIFIES THAT ALL LOTS IN THIS SUBDIVISION WILL BE OPEN TO THE PUBLIC AND THE CITY OF EMMETT, IDAHO MUNICIPAL WATER SYSTEM INCORPORATED AND THE CITY OF EMMETT, IDAHO, HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THIS SUBDIVISION. (I.C. 50-133)

THE EASEMENTS SHOWN ON THIS PLAT ARE NOT REJECTED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVING FOR PRIVATE USE ONLY FOR THE BENEFIT OF THE DESIGNATED PERSON AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

THE PUBLIC STREETS, AS SHOWN ON THIS PLAT, ARE HEREBY DEDICATED TO THE PUBLIC.

A PARCEL OF LAND LOCATED IN THE E1/2 OF THE NW1/4 AND THE NW1/4 SEC14 OF CP SECTION 16, T. 6 N., R. 1 W., B.M., CITY OF EMMETT, GEM COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW1/4 CORNER OF SAID SECTION 16, MARKED BY A 5/8 INCH CAPPLS 8852, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 16, MARKED BY A BRASS CANNON 892, BEARS SOUTH 89°55'16" WEST, 283.1537 FEET;

THENCE SOUTH 89°07'21" EAST, CONCURRENT WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 16.70 FEET TO A 5/8 INCH REBAR CAP PLS 10581;

THENCE SOUTH 00°52'39" WEST, 81.71 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 189°11'14" EAST, 38.68 FEET TO A 5/8 INCH REBARCAP PLS 10581 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHWESTERLY, 89.22 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 173.00 FEET, A CENTRAL ANGLE OF 29°12'38", SUBTENDED BY A CHORD BEARING SOUTH 60°59'37" WEST, 88.25 FEET TO A 5/8 INCH REBARCAP PLS 8923;

THENCE SOUTH 43°36'41" EAST, 50.00 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 46°23'19" WEST, 31.86 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 00°59'04" WEST, 28.08 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 44°29'12" EAST, 5.97 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 45°34'48" WEST, 60.00 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE NORTH 44°29'12" WEST, 6.09 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE NORTH 69°00'01" WEST, 28.48 FEET TO A 5/8 INCH REBARCAP PLS 10581 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHERLY, 87.00 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 11°43'46", SUBTENDED BY A CHORD BEARING SOUTH 59°12'22" WEST, 86.65 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 50°39'30" EAST, 119.76 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 33°46'45" WEST, 64.80 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 21°32'07" WEST, 32.46 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 13°39'38" WEST, 30.20 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 03°13'28" WEST, 69.63 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 00°43'01" WEST, 322.01 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 90°00'00" WEST, 102.01 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 45°21'31" WEST, 14.23 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 00°43'01" WEST, 381.10 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 44°34'27" EAST, 28.14 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 89°51'58" EAST, 180.01 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE NORTH 45°25'33" EAST, 28.43 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 00°43'01" WEST, 112.28 FEET TO A 5/8 INCH REBARCAP PLS 10581 TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE SOUTHERLY, 28.40 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 1°37'09", SUBTENDED BY A CHORD BEARING SOUTH 07°13'33" WEST, 28.34 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 13°44'05" WEST, 24.32 FEET TO A 5/8 INCH REBARCAP PLS 10581, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE BLACK CREEKS CANYON AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

SOUTHWESTERLY, 65.64 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 05°07'09", SUBTENDED BY A CHORD BEARING SOUTH 42°10'09" WEST, 65.62 FEET TO A 5/8 INCH REBARCAP PLS 8928;

SOUTH 89°38'39" WEST, 139.70 FEET TO A 5/8 INCH REBARCAP PLS 8928 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

SOUTHWESTERLY, 40.47 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 358.00 FEET, A CENTRAL ANGLE OF 17°11'09", SUBTENDED BY A CHORD BEARING SOUTH 31°07'09" WEST, 40.48 FEET TO A 5/8 INCH REBARCAP PLS 8928;

SOUTH 22°53'39" WEST, 30.70 FEET TO A 5/8 INCH REBARCAP PLS 8928;

THENCE NORTH 67°34'21" WEST, 71.92 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 16, MARKED BY A 5/8 INCH REBARCAP AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHWESTERLY, CONCURRENT WITH SAID NORTHWESTERLY RIGHT OF WAY LINE, 1001.80 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2133.48 FEET, A CENTRAL ANGLE OF 28°54'14", SUBTENDED BY A CHORD BEARING NORTH 61°19'04" WEST, 992.63 FEET TO THE WEST LINE OF THE SE1/4 OF THE NW1/4 OF SAID SECTION 16, MARKED BY AN ALUMINUM CAPPLS 885;

THENCE NORTH 60°59'01" EAST, CONCURRENT WITH SAID WEST LINE, 80.20 FEET TO THE NW1/4 CORNER OF CAPPLS 3032, 16, FROM WHICH A WITNESS CORNER BEARS NORTH 00°50'01" EAST, 6.00 FEET TO A BRASS CAPPLS 3032;

THENCE SOUTH 89°51'58" EAST, CONCURRENT WITH THE NORTH LINE OF SAID SE1/4 NW1/4 OF SECTION 16, A DISTANCE OF 756.41 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE NORTH 45°25'33" EAST, 12.79 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 89°51'58" EAST, PARALLEL WITH SAID NORTH LINE OF THE SE1/4 NW1/4 OF SECTION 16, A DISTANCE OF 50.00 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 44°34'27" EAST, 28.14 FEET TO A 5/8 INCH REBARCAP PLS 10581;

PAYETTE RIVER ORCHARDS SUBDIVISION 20-XXX

LOCATED IN THE E1/2 OF THE NW1/4 AND

THE NW1/4 OF THE NE1/4 OF SECTION 16, T. 6 N., R. 1 W., B.M.,

CITY OF EMMETT, GEM COUNTY, IDAHO

2020

SOUTH 89°38'39" WEST, 139.70 FEET TO A 5/8 INCH REBARCAP PLS 8928 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

SOUTHWESTERLY, 40.47 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 358.00 FEET, A CENTRAL ANGLE OF 17°11'09", SUBTENDED BY A CHORD BEARING SOUTH 31°07'09" WEST, 40.48 FEET TO A 5/8 INCH REBARCAP PLS 8928;

SOUTH 22°53'39" WEST, 30.70 FEET TO A 5/8 INCH REBARCAP PLS 8928;

THENCE NORTH 67°34'21" WEST, 71.92 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 16, MARKED BY A 5/8 INCH REBARCAP AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHWESTERLY, CONCURRENT WITH SAID NORTHWESTERLY RIGHT OF WAY LINE, 1001.80 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2133.48 FEET, A CENTRAL ANGLE OF 28°54'14", SUBTENDED BY A CHORD BEARING NORTH 61°19'04" WEST, 992.63 FEET TO THE WEST LINE OF THE SE1/4 OF THE NW1/4 OF SAID SECTION 16, MARKED BY AN ALUMINUM CAPPLS 885;

THENCE NORTH 60°59'01" EAST, CONCURRENT WITH SAID WEST LINE, 80.20 FEET TO THE NW1/4 CORNER OF CAPPLS 3032, 16, FROM WHICH A WITNESS CORNER BEARS NORTH 00°50'01" EAST, 6.00 FEET TO A BRASS CAPPLS 3032;

THENCE SOUTH 89°51'58" EAST, CONCURRENT WITH THE NORTH LINE OF SAID SE1/4 NW1/4 OF SECTION 16, A DISTANCE OF 756.41 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE NORTH 45°25'33" EAST, 12.79 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 89°51'58" EAST, PARALLEL WITH SAID NORTH LINE OF THE SE1/4 NW1/4 OF SECTION 16, A DISTANCE OF 50.00 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 44°34'27" EAST, 28.14 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE NORTH 45°25'33" EAST, 28.43 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 00°43'01" EAST, 391.59 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE NORTH 44°32'39" WEST, 14.05 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE NORTH 90°00'00" WEST, 200.20 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE SOUTH 45°21'31" WEST, 14.23 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE NORTH 89°16'59" WEST, 59.00 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE NORTH 00°43'01" EAST, 31.42 FEET TO A 5/8 INCH REBARCAP PLS 10581;

THENCE NORTH 89°16'59" WEST, 110.00 FEET TO A 5/8 INCH REBARCAP PLS 10581, MARKED BY A 5/8 INCH REBARCAP PLS 928;

THENCE SOUTH 89°51'58" EAST, CONCURRENT WITH SAID NORTH LINE OF THE NW1/4 OF SECTION 16, A DISTANCE OF 627.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 21.687 ACRES, MORE OR LESS.

210 MAIN, LLC
DAVID A. LITTLE, MEMBER

ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF GEM }
55

ON THIS, 2020, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DAVID A. LITTLE, 210 MAIN, LLC, AN IDAHO LIMITED LIABILITY CORPORATION, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER, THAT EXECUTED THE INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME.

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

NOTARY PUBLIC FOR IDAHO _____
RESIDING AT _____
MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

I, KEVIN BOYD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO AND THAT I HAVE PERSONALLY CONDUCTED THE SURVEY AND THAT THE PLAT AND THE INSTRUMENT WERE MADE ON THE GROUND ON 3/12/2020 UNDER MY DIRECT SUPERVISION AND ACCORDING TO THE PLAT. I AM IN COMPLIANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS AND CORNER PERPETUATION AND FILING ACT, IDAHO CODE SS-1801 THROUGH SS-1812.

KEVIN BOYD
P.L.S. 10561



2030 S. WASHINGTON AVE.
EMMETT, ID 83617
(208) 398-8104
FAX (208) 398-8105

Table with 4 columns: SHEET, DATE, DRAWN BY, AM, CHECKED BY, JOB#, DWG#, and a row with values: 4 OF 5, 12/20/20, DAW, AM, TOB, 18067, 18067-EP

PAYETTE RIVER ORCHARDS SUBDIVISION 20-XXX
 LOCATED IN THE E1/2 OF THE NW1/4 AND
 THE NW1/4 OF THE NE1/4 OF SECTION 16, T.6 N., R. 1 W., B.M.,
 CITY OF EMMETT, GEM COUNTY, IDAHO
 2020

HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWER FACILITIES FOR PERSONS USING SAID PREMISES UNTIL SANITARY RESTRICTIONS ARE SATISFIED.

SOUTHWEST DISTRICT HEALTH, EHS _____ DATE _____

APPROVAL OF COUNTY SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR FOR GEM COUNTY, IDAHO, DO HEREBY STATE THAT I HAVE CHECKED THIS SUBDIVISION PLAT AND THAT IT IS IN COMPLIANCE WITH THE STATE OF IDAHO CODE, TITLE 50, CHAPTER 13, AND TITLE 55, CHAPTER 16, RELATING TO PLATS AND SURVEYS.

DAVID R. KIMBER PEPLIS 2659 _____ DATE _____

CERTIFICATE OF 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 AND AFFIRM THAT THE PROPERTY TAX FOR THE PROPERTY DESCRIBED HEREIN IS PAID IN FULL THROUGH THE TAX YEAR. THE PROPERTY TAX LEVIED FOR THE TAX YEAR IS A LIEU DUE AND NOT YET PAYABLE. THIS CERTIFICATION IS VALID IF RECORDED WITHIN THIRTY (30) DAYS OF CERTIFICATION.

GEM COUNTY TREASURER _____ DATE _____

APPROVAL OF PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 2020, BY THE CITY OF EMMETT PLANNING AND ZONING COMMISSION.

CHAIRMAN, EMMETT PLANNING AND ZONING COMMISSION _____ DATE _____

SECRETARY, EMMETT PLANNING AND ZONING COMMISSION _____ DATE _____

CERTIFICATE OF COUNTY ASSESSOR

I, THE UNDERSIGNED COUNTY ASSESSOR, IN AND FOR THE COUNTY OF GEM, STATE OF IDAHO, DO HEREBY STATE THAT THIS PLATTING IS ACCEPTABLE FOR ASSESSMENT PURPOSES.

GEM COUNTY ASSESSOR _____ DATE _____

APPROVAL OF EMMETT CITY COUNCIL

WE, THE MAYOR AND CITY CLERK AT AND FOR THE CITY OF EMMETT, GEM COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL, HELD ON THE _____ DAY OF _____, 2020, AT THE REGULAR MEETING OF THE CITY COUNCIL, WE HEREBY APPROVED THE ROAD DEDICATIONS SHOWN HEREON, WERE ACCEPTED AND APPROVED.

MAYOR, CITY OF EMMETT _____ DATE _____

CITY CLERK _____ DATE _____

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }
 COUNTY OF GEM } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF SAWTOOTH LAND SURVEYING, LLC AT _____ MINUTES PAST _____ O'CLOCK _____ DAY OF _____, 2020, A.D., AND WAS DULY RECORDED IN BOOK _____ OF PLATS AT PAGES _____ NUMBER _____

DEPUTY _____ EXCEPTED RECORDER _____

APPROVAL OF CITY OF EMMETT ENGINEER

I, THE UNDERSIGNED CITY ENGINEER FOR THE CITY OF EMMETT, IDAHO, DO HEREBY APPROVE THIS PLAT AND CERTIFY THAT IT IS IN ACCORDANCE WITH THE CITY OF EMMETT SUBDIVISION ORDINANCE RELATING TO SUBDIVISION PLATS IN EFFECT AS OF THE DATE OF THIS PLAT.

CITY ENGINEER _____ DATE _____



2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 (208) 398-8104
 FAX (208) 398-8105

SHEET: _____		DATE: 10/20/20		DRAWN BY: AM		CHECKED BY: NB		DWG#: 18067-PP	
5 OF 5									
SAWTOOTH Land Surveying, LLC					WWW.SAWTOOTHLS.COM				



210 Main, LLC

P.O. Box 488
210 W. Main Street
Emmett, ID 83617
208-365-4611

December 8, 2020

City of Emmett
City Council
Planning and Zoning Commission
Attn: Brian Sullivan
501 E. Main Street
Emmett, Idaho 83617

Re: *Payette River Orchards Subdivision No. 1
Warranty and Guarantee of Completion of Improvements*

Mr. Sullivan,

We (210 Main, LLC) appreciate the City's attention to final plat application to Payette River Orchards Subdivision No. 1 ("PRO #1"). This letter is to address the punch-list provided December 2, 2020 for completion of construction of PRO #1 and quantify the financial guarantee for completion after filing of the final plat.

Non-Bondable items (#7-#19):

We are addressing and completing the non-bondable items in your punch-list and recognize that City Council approval on December 15, 2020, will be conditioned upon completion of these items prior to filing the final plat. Most, maybe all, items will be completed in the next week.

Bondable items (#1-#6):

All of the bondable items in the punch-list are under contract or will be completed by us. The table below identifies each contractor, the amount, and the remaining balance for completion of the work. Contracts for each are also attached. Pursuant to Emmett City Code we agree to depositing with the Emmett City clerk a cash deposit, in the amount of 150% of estimated cost to complete these items: **\$323,366.91.**

#	Bondable	Contractor	Status	Total \$	Remaining \$
1	Landscaping	Eagle Landscape	1-month	\$ 123,550.00	\$ 123,550.00
2	Fencing	Butte Fence	1-week	\$ 43,204.15	\$ 43,204.15
3	Street Lights	Alloway	1-week	\$ 58,285.00	\$ 40,799.50
4	All P.I. shall be marked on the surface "Non-Potable Water Do Not Drink". Sheet C-002 Irrigation Notes #15.	210 Main	done		
5	Each Valve Box shall provide one hose bib for residential use. Sheet C-002 Irrigation Notes #4. Adam will add this item the CC&R's making it mandatory for the building contractor to add this at time of sprinkler installation.	210 Main	in CC&Rs § 2.27; and Design Standards § 7.2		
6	Pressurized Irrigation pump station.	Delta Electric	waiting on Idaho Power	\$16,048.62	\$ 8,024.29
			Total:	\$241,087.77	\$215,577.94
			Total x 150%:		\$323,366.91

Pursuant to Emmett City Code we agree to progress payments out of the cash deposit equal to the amount deposited for such item when such item is verified as completed by the City. It is estimated that items #2-6 will be completed within approximately two weeks. Eagle Landscape anticipates one-month, weather permitting, to complete their component of landscaping. The balance for item #1 (\$185,325.00) will remain with the Emmett City clerk until fully completed and will not be reduced for progress payments. With this amount on deposit with the Emmett City clerk, the City agrees to issue building permits on all the lots in PRO #1 as requests for building permits are submitted.

The cash deposit will be held by the Emmett City clerk until completion of items #1-6 or May 15, 2021. In the event this work is not completed by May 15, 2021, the City of Emmett may proceed to have such work completed and reimburse itself for the cost and expense of completing such work from the cash deposit.

We appreciate your consideration and approval of PRO #1 final plat.

210 Main LLC

Adam Little
Digitally signed by Adam Little
 DN: cn=Adam Little, o, ou,
 email=adam@rafterdot.com, c=US
 Date: 2020.12.08 14:43:43 -07'00'

By: Adam Little, Its: Member

Enclosed Contracts:

1. Eagle Landscape
2. Butte Fence;
3. Alloway Electric; and
4. Delta Electric.



EAGLE LANDSCAPE
CONTRACTORS INC.

Proposal Submitted To:

PAYETTE RIVER ORCHARD SUB.

July 8, 2020

Attention: Adam Little

Emmett, Idaho

Landscape & Irrigation, plans dated, stamped 5/7/2020, no revisions. (but with incorporating comments dated 6/18/20)

Excavate out road mix & pit run, grubbing, etc. :	by others
Place / Move Topsoil:	by others
Rough Grading (w skid) :	\$2,400.00 allowance
Fine Grading (hand grade):	\$4,580.00
Sod:	\$18,400.00
Hydro Seeding:	\$3,840.00
<p>***Seeding is not guaranteed, due to weather and time. Seeding includes 3- fertilizations, 1- weed treatment, and 1- hand over seeding. ***Option Sod all seeding area's add \$7,580.00</p>	
Rock and fabric in beds, and Mulch in tree rings:	\$5,400.00
Plants as per plan:	\$34,230.00
<p>***All tree's are upgraded to minimum 2" caliber.</p>	
Irrigation system :	\$52,600.00
<p>Includes 2 Wire system, upgraded ICV valves, -</p>	
2- wire for PI :	by others
1/2- load of boulders:	\$2,100.00

WARRANTY

Eagle Landscape provides a one-year warranty on all workmanship. One year or one replacement warranty on all plant material. Perennials are warranted for 90 days and annuals have no warranty. There is no warranty for transplanted material. There is no warranty against loss due to lack of improper maintenance. There is no plant warranty for plantings not watered with an automatic irrigation system. Examples of lack of proper maintenance include: over or under-watering plant material, fertilizer or chemical damage, insects or diseases acquired after the first 30 days of project completion, vandalism, unusual weather conditions, winter kill. Plants that die due to mass winter kill will not be warranted. Hydro seed carries no warranty. Drainage carries no warranty. No warranty is provided on accounts that are not paid in full.

TOTAL:	\$123,550.00
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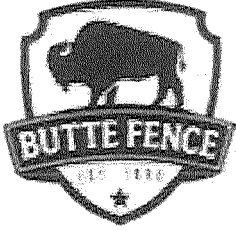
210 Main, LLC by Member:

Adam Little , Date 7/13/20	Jason Aird, Eagle Landscape, Date
----------------------------	-----------------------------------

Adam Little

Digitally signed by Adam Little
DN: cn=Adam Little, o, ou,
email=alittle@eberle.com, c=US
Date: 2020.07.13 11:59:30 -06'00'

Eagle Landscape to provide copy of irrigation plan and will coordinate with pressure irrigation installer on site on 7/15/20. Eagle Landscape represents it will install upon site being ready for landscape work in coordination with general contractor prior, anticipated September 2020.



Butte Fence, Inc.

5233 W. Franklin Rd
 Meridian, Idaho 83642
 (p) 208-884-0203
 (f) 208-884-8929

Quote

Order Number: 0100687
 Order Date: 8/27/2020

Salesperson: 0014 Ben Jackson
 Customer Number: 10-210MAIN

Bill To:
 210 Main
 Emmett

Ship To:
 210 Main
 Emmett

Phone:

Customer P.O.	Ship VIA	Expire Date	Terms			
		9/26/2020	No Terms			
Item Code	Description	Unit	Ordered	Shipped	Price	Amount
PFVF6TGT	6' TAN T&G VINYL FENCE PER FOOT	EACH	1,772.00	0.00	14.85	26,314.20
/INSTALLATION	PROFESSIONAL INSTALLATION OF VINYL FENCE	FEET	1,772.00	0.00	5.50	9,746.00
PFIF4VISTA-2RAIL	4' VISTA 2-RAIL PER FOOT	EACH	419.00	0.00	11.55	4,839.45
/INSTALLATION	PROFESSIONAL INSTALLATION OF IRON FENCE	FEET	419.00	0.00	5.50	2,304.50

This bid is based upon approximate footage and is an estimate only. The final cost may vary according to the actual product used and labor required to complete job. Permits, sprinkler lines and other unmarked lines are the customers responsibility to have marked before we dig. Hard soil & digging conditions may increase the price of labor. This estimate is valid for 30 days. A 2% convenience fee will be added to all credit and debit card sales.

Customer Signature Adam Little Digitally signed by Adam Little
 DN: cn=Adam Little, o, ou,
 email=adam@rafterdot.com, c=US
 Date: 2020.09.10 16:38:25 -06'00' Date 9/10/20

Net Order: 43,204.15
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
 Order Total: 43,204.15

Alloway Electric Co., Inc.

502 E. 45th St.
Boise, Idaho 83714
Tel. (208) 344-2508 Fax (208) 345-9844
www.allowayelectric.com

Date: June 10, 2020

To: ~~Wright Brothers The Building Company~~ 210 Main, LLC / Attn: Adam Little
~~779 E. State St.~~ PO Box 488, Emmett, ID 83702
~~Eagle, Idaho 83616~~
Attn: William Scheibe email WScheibe@wbtbc.com adam@rafterdot.com 208-407-8830

Bid for WBTBC to provide street lighting for Payette River Orchards Subdivision #1 located in Emmett, Idaho. Work to be performed is per sheet C-101 by J-U-B Engineers, Inc. dated 3/9/2020.

Scope of work to include the following:

- (1) Provide and install (12 ea.) street lights consisting of 25' anchor base 4"x4" square steel bronze poles fitted with USSL C01 LED luminaires. Each street light will be mounted on a 24" diameter, reinforced concrete base at finish grade.
- (2) Provide and install (1 ea.) 200-amp direct-bury meter pedestal. Includes approximately 120 lineal ft. of 42" deep trench, conduit and backfill to extend 2" pvc conduit from the Idaho Power source to the meter pedestal. Service entrance conductors to be supplied and installed by Idaho Power and are not a part of this contract.
- (3) Provide approximately 1,465 lineal ft. of trench, conduit, wire, and backfill, along with non-metered service junction boxes to extend power to each street light.
- (4) Roadway crossing sleeves to be provided by others. See attached map for approximate locations.
- (5) Provide State of Idaho electrical permit and coordinate inspections.
- (6) This agreement is contingent upon simultaneous installation of phase 1 and phase 2 of Payette River Orchards Subdivision.
- (7) This agreement is contingent upon the city approval of street light design in the noted plan set. Please forward approved plans to joe@allowayelectric.com once they are available.

Labor and Materials-\$53,930.00

Thank you for considering Alloway!

Adam Little
Digitally signed by Adam Little
DN: cn=Adam Little, o, ou,
email=alittle@eberle.com, c=US
Date: 2020.06.23 15:40:32 -06'00'

Joe Deaver

Signature: Please sign and return when accepted.
Excludes: SWPPP, traffic control, IPCO connections/fees.
Quote is valid until end of business day 6/24/2020.
30% deposit to initiate work order and purchase of materials.

Alloway Electric Co., Inc.

502 E. 45th St.
Boise, Idaho 83714
Tel. (208) 344-2508 Fax (208) 345-9844
www.allowayelectric.com

Date: June 10, 2020

To: ~~Wright Brothers The Building Company~~ 210 Main, LLC / Attn: Adam Little
~~XXXXXX State St~~ PO Box 488, Emmett, ID 83702
~~Boise, Idaho 83616~~ adam@rafterdot.com / 208-407-8830
Attn: William Scheibe email WScheibe@wbtbc.com

Bid for WBTBC to provide street lighting for Payette River Orchards Subdivision #2 located in Emmett, Idaho. Work to be performed is per sheet C-101 by J-U-B Engineers, Inc. dated 3/31/2020. Scope of work to include the following:

- (1) Provide and install (1 ea.) street light consisting of an 25' anchor base 4"x4" square steel bronze pole fitted with an USSL C01 LED luminaire. This street light will be mounted on a 24" diameter, reinforced concrete base at finish grade.
- (2) Provide approximately 120 lineal ft. of trench, conduit, wire, and backfill, along with non-metered service junction box to extend power to this street light.
- (3) Provide State of Idaho electrical permit and coordinate inspections.
- (4) This agreement is contingent upon the city approval of street light design in the noted plan set. Please forward approved plans to joe@allowayelectric.com once they are available.

Labor and Materials-\$4,355.00

Thank you for considering Alloway!

Adam Little

Digitally signed by Adam Little
DN: cn=Adam Little, o, ou,
email=alittle@eberle.com, c=US
Date: 2020.06.23 15:40:15 -06'00'

Joe Deaver

Signature: Please sign and return when accepted.
Excludes: SWPPP, traffic control, IPCO connections/fees.
Quote is valid until end of business day 5/4/2020.
30% deposit to initiate work order and purchase of materials.

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



Estimate

ADDRESS
 Dave Little
 210 W. Main St.
 Emmett, Idaho 83617 USA

ESTIMATE 1072
 DATE 06/19/2020
 EXPIRATION DATE 07/19/2020

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Material	Exhaust fan or A/C	1	450.00	450.00
Material	200 amp 3 phase meterbase	1	618.27	618.27
Material	Size 2 480v pump panel	1	861.08	861.08
Material	200 amp 480v MDP with breakers	1	685.82	685.82
Material	45KVA transformer	1	1,908.90	1,908.90
Material	125 amp 208v branch panel with breakers	1	467.13	467.13
Material	Grounding system with bond plate	1	261.50	261.50
Material	4' LED strip lights	3	65.93	197.79
Material	25 watt exterior wall pack	1	87.03	87.03
Material	Conduit for pumps, lighting, receptacles, and panels	1	435.00	435.00
Material	Wire for Feeders and branch circuits	1	471.00	471.00
Material	Misc. fittings, relays, control components, lugs, devices, boxes, covers, and hardware	1	650.00	650.00
Material	Pressure transducer	1	206.70	206.70
Material	Harmonic filter for VFD	1	2,701.94	2,701.94
Material	Yaskawa VFD	1	2,481.46	2,481.46
Labor		50	65.00	3,250.00
Electrical permit		1	315.00	315.00

TOTAL

\$16,048.62

6/23/2020
 Bid Accepted. Actual not to exceed bid unless approved in writing.
 Scott to coordinate with Cole @ Interwest and Sam Weigand @ W Brand

Material cost is subject to change due to variations in the market. Delta Electric LLC excludes all excavation in projects
 Delta Electric LLC warrants all material and labor provided by Delta Electric LLC for 1 year from date of installation.

Page 1 of 2

Cole Karsenman - 208-989-4168
 Sam Weigand - 208-866-7621

Accepted By



Accepted Date

6/23/2020

Material cost is subject to change due to variations in the market. Delta Electric LLC excludes all excavation in projects.
Delta Electric LLC warrants all material and labor provided by Delta Electric LLC for 1 year from date of installation.
Page 2 of 2

City's Strategic Pillars
12/15/2020

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

Building/Zoning Department Goal

- Educate staff to obtain intimate knowledge of building and zoning codes. 40%
- Update outdated city ordinances, implement new ordinance-----70% zoning and building only.
- Obtain accessibility inspector certification----40%
- Comprehensive Plan overhaul and revision----
- Digitalize and Organize all building and zoning files----15%

Accomplishments since last report

1. Start reviewing lot sizes for R-2, duplex zone. Would like to reduce the minimum lot size from 8000 down to? Had first and second meeting on this, zoning commission is on board to reduce lot size down to 6000 sq. ft. for a R-2 zone. Will bring back a formal amendment.
2. Review revisions to Oil and Gas Ordinance
3. Draft ordinance and Decision and Order for 1420 Judo Lane, Re-zone and SUP.
4. Start on proposal to adjust/reduce boundaries of the Historic Central Business District for design review.
5. Re-writing Area of Impact Agreement between City of Emmett and Gem County. **Making revision #2**
6. Permits, September 2020: New house = 3, Foundation Only =, Commercial =, Duplex = 1, Apartment = - Hangars =, Manufactured Home =, Fees Collected: \$ 7827.22
7. Interviewed 2 applicants for front office part time position. New part time hire has started working.

Plan for next 30 days

8. Daily operations, plan reviews, contractor talks, developer talks, etc.
9. Updates to Title 7, water and sewer, city code.
10. Phase #6 of Harvest Valley construction has started.
11. Work to update the "Living or Not Living" in and RV ordinance
12. Work on completing draft Area of City Impact boundary.
13. Reviewing 1 new house plans.
14. Review Legacy Heights construction drawings and traffic study
15. Review the re-plat of Sunny Acres construction drawings
16. Address Payette River Orchards Subdivision
17. Address Harvest Valley phase 6
18. Develop a floodplain ordinance. Will have the draft reviewed by State of Idaho Floodplain Coordinator
19. Zoning Applications
 - Minor Subdivision application, preliminary reviewed by administrator.
 - PBA 1116 S. Commercial, Reviewed administratively

Training (see attached)

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

City's Strategic Pillars

12/09/20

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
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Clerk's Goals this Budget Year

- Permitting Module Implementation – Loading past files into system
- Increase ACH (Direct Pay) 10% from prior year
- Update All Application Forms/ On-line Access /Submission On-line
- Digitalize Resolutions and Legal Documents
- ADA Compliance Updates to City Hall

Expenditures requiring authorization / purpose of expenditure - none

Training

Accomplishments since last report

- ACH (Direct Pay) customers 465 In December
- Prepared Holiday Closure Schedule for 2021
- Prepared Council Meeting Schedule for 2021
- Complete Department of Commerce Annual Report
- Completed Annual US Census Survey

Plan for next 30 days

- Office restrictions: Clerk office doors will remain locked, serving citizens at the slide window located off the main lobby
- Arrange council chambers to comply with social distancing requirements. Continue with web conference for Council meetings and Live Stream for the public
- Promote ACH (Direct Pay) and increase client participation by 10%
- Update Minutes books and scan to archives file, working with IT
- Update Ordinance and Resolution Logs (January)
- Prepare ICRMP On-Line University Access Log for all Employees (January)
- Schedule training for Motorola Record Management System (January)
- Permitting Module Implementation (January)
- Submit Road and Street Report due in December
- Review financial information and prepare for audit scheduled for February 3-5
- Schedule safety trainings for all departments with State Insurance Fund – Discounts on premium
- Set up fund accounts for Capital Improvement Plan (pending Council approval)
- Set up fund accounts for Impact Fee Revenue (pending Council approval)
- Complete and submit 2020 Annual Survey of Local Government Finance Report
- Prepare W-2 and 1099's (Mid-January)
- Prepare and Submit IRS and State W-2/1099 Reports – (End of January)

City of Emmett, Idaho

Monthly Financial Report

November 2020

OUR CASH...

Account Balances

GENERAL FUND –	
Cash & Investments	\$ 2.010M

STREET FUND –	
Cash & Investments	\$ 180,300

LIBRARY FUND –	
Cash & Investments	\$ 183,874

CEMETERY FUND –	
Cash & Investments	\$ 99,852

PERPETUAL CARE FUND –	
CASH & INVESTMENTS	\$ 89,158

WATER FUND –	
Cash & Investments	\$ 3.826M

SEWER FUND –	
Cash & Investments	\$ 4.524M

SANITATION FUND –	
Cash & Investments	\$ 179,715

TECHNOLOGY FUND	
Cash & Investments	\$ 62,860

BUDGET VS. ACTUAL YEAR TO DATE

GENERAL FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-21 Budget	\$2,607,983	
Revenues to Date	\$ 302,745	12%
Expenditures to Date	\$ 594,654	23%

Road & STREET FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-21 Budget	\$ 526,143	
Revenues to Date	\$ 109,406	21%
Expenditures to Date	\$ 114,405	22%

LIBRARY FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-21 Budget	\$ 249,068	
Revenues to Date	\$ 23,176	9%
Expenditures to Date	\$ 31,631	13%

CEMETERY FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-21 Budget	\$ 113,181	
Revenues to Date	\$ 9,192	8%
Expenditures to Date	\$ 13,769	12%

WATER FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-21 Budget	\$1,781,121	
Revenues to Date	\$ 324,588	18%
Expenditures to Date	\$ 320,362	18%

SEWER FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-21 Budget	\$2,324,494	
Revenues to Date	\$ 434,883	19%
Expenditures to Date	\$ 813,768	35%

SANITATION FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-21 Budget	\$ 660,350	
Revenues to Date	\$ 111,993	17%
Expenditures to Date	\$ 59,161	9%

TECHNOLOGY UTILITY FUND REVENUES AND EXPENDITURES

Fiscal Year 2020-21 Budget	\$ 6,000	
Revenues to Date	\$ 59,020	984%
Expenditures to Date	\$ 0	0%

SPECIFIC REVENUES COLLECTIONS AT A GLANCE...

PROPERTY TAX COLLECTIONS

Budget	\$1,881,341	
Revenues to Date	\$ 7,060	0%

STATE SHARED REVENUES COLLECTIONS

Budget	\$ 531,925	
Revenues to Date	\$ 138,865	26%

BUILDING PERMIT REVENUES COLLECTIONS

Budget	\$ 50,000	
Revenues to Date	\$ 38,917	78%

City's Strategic Pillars

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
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Emmett Fire Department Goals this Budget Year (with percentage of completion to date)

- Work to provide a training area to include a burn building where class A materials can be burnt (25% of completion)
- Provide all equipment necessary to allow for daily mission execution while meeting operational goals. (70% of completion)
- Provide constant, realistic and rigorous training to meet National Professional Development Model. (20% of completion)
- Implement a community based risk program that educates so that in each iteration high standards will be enforced, thus making our community safer. (50% of completion)
- Provide a positive work environment thus keeping well-trained and motivated firefighters for at least five year tours. (64% of completion)

Expenditures requiring authorization from higher and purpose of expenditure

No less than Top Ten Accomplishments since last

- Helped deliver over 50 Meals on Wheels
- Assisted local church with questions regarding tenant improvement to their alarm system
- Held a preschool fire safety class; provided additional learning materials for the school
- Met with PD to discuss joint facility
- Discussed stripping of command vehicle with 2 companies
- Assisted property owner with questions regarding leaf burning and chicken keeping
- Discussed Thanksgiving and the Senior Center (Best Practice)
- Picked up equipment for Senior Center
- Virtual meeting with Emmett School (COVID19)
- Inspected majority of Downtown. Letters being sent out.
- Answered questions regarding turnarounds for a minor subdivision
- Counted all hydrants with 2.5 no steamer
- Working with a care facility to make a COVID wing
- Assisted Court House with installation of a Knox Box
- Chaired LEPC
- Chaired Senior Center Board on COVID response to Phase 2
- Closed out the grant for Library, Laptops, and City Hall upgrade.
- Assisted a business owner conduct a safe burn
- Assisted a neighboring community with CARES act questions and information
- Turned in CARES act for reimbursement
- Inspected a local healthcare facility
- Renewed EMS license and it was approved
- Set up meeting with Medical Director to discuss our license and to have him do a visual of the department
- Installed 2 car seats
- Assisted the EOC with recruiting a new logistics person
- Reached out to Valor with ideas about testing and offered help

Plan for next 30 days

- Possible training web based training opportunity
- School Safety Group
- Organizing training with PD & GCEMS regarding Medical Responses
- Organize training with all parties for traffic safety program
- Employee evaluations
- Training facility

City's Strategic Pillars 12-15-2020

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

Library Goals this Budget Year (with percentage of completion to date, (FY 20-21)

- Embrace a new awareness campaign, by collaborating with other community entities that support the library's mission of 2020-2021, partnerships developed and library usage will increase.
- Library will implement new software for improved patron financial recovery; expand delivery of learning opportunities through in-house & outreach programs. Planning to begin as new Asst Librarian starts.
- Library will develop Adult/Senior services supporting the goal of, "A Place For Seniors To Age & Stay" 50%
- Develop grant/gift programs as well as in-kind contributions, providing no less than \$50,000 a year towards budget. **To date: Donations=\$263.00 + Grants=\$7000.00, In-Kind Donations=\$1250.00**

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

No less than Top Ten Accomplishments since last report

- 2020 Rotary Grant for Robotics Club completed & pending suspended until further notice
- First Books Grant (20-21) First Friday of each month-Outreach for COVID Safety
- Plan Outreach Sites: Meadow View (2nd Wednesday) Gem County Senior Center 3rd Thursdays in Nov
- First Wednesday Kid's Corner @ the library December 4th 75 "Grab n Go packets handed out to kids
- Make-It-N-Mingle October 9th 19 attended 4-6pm
- Developing "The Purpose-Based Library" and what that looks like moving into 2021
- Modified version of Friends Christmas Bazaar Dec 3rd-Dec. 22nd
- Idaho Commission for Libraries Best Practices Grant, due Dec. 1st , funded \$500

Next 30 Days

- 2020 State library stat report due 12/30
 - Assistant Library Director training
- 2021 Summer Reading & Reimaging of programming
- Additional education resource campaign to patrons Tutor.com

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

2020-21 Library Stats	OCT	NOV	DEC N	SEP	20-21	2020	2019	2018	2017
					TOTALS	Totals	Totals	Totals	Totals
PATRONS									
Resident	4525	4534				4505	4250	3900	3633
NonResident	2043	2057				2031	2066	1898	1685
Adult-Circulation	3574	3509			7083	30755	27442	25328	
Teen-Circulation	356	361			717	4291	3916	3265	23159
Juvenile-Circulation	4453	3747			8200	32652	26285	21685	3470
TOTAL BOOKS	8383	7617			16000	67698	57643	50278	48412
Audios-Circulation	246	217			463	2259	2481	2227	2510
In-house Tech-Circ	0	1			1	1150	2393	462	New
In-house Book-Circ	192	179			371	2308	2545	new	
Trade/Exchange-Circ	37	29			66	1774	3489	3995	
Hobbies/Games/Kits-Circ	39	68			107	391	368	286	201
Video/DVD	2562	2372			4934	23544	21331	18302	15049
TOTAL CIRCULATION	11459	10483			21942	99124	90250	75550	66172
Outreach Children/Seniors	94/13	00/13				2169	2358	2896	
Children's Activities	92	109			201	3507	3421	2345	2760
Family Activities	24	33			57	774	1891	488	857
Computer Usage	153	112			265	4189	6458	5737	5674
WiFi Usage	143	161			304	3494	6092	5981	4428
Reference/Phone	76	91			167	8881	14430	18023	14919
Meeting Room	0	0			0	774	1541	1147	2755
Proc: Audios CD's	1	15			16	123	81	131	NEW
Proc: DVDs/BRay	16	31			47	316	558	620	0
Proc: Books	167	179			346	2443	2529	2620	2236
HobbyCollection/Tech	6	0			6	25	95	19	107
ILL snt/recvd	19	14			33	168	321	239	109
Audios Withdrawn/Hobby	16	0			16	132/01	156/43	8	306
Videos/DVD Withdrawn	1	0			1	0003/022	426	361	818
Books Withdrawn	33	0			33	1711	1857	1845	1072
Patron Visits	3710	2371			6081	45867	60743	49076	45633
Total Hours Open	147	126			273	1533	2028	1911	1688
Curbside	6	16			22	107	New		
Volunteers/Foster	94	29			123	1031	1345.5	1473	1862
Friends of the Library-Yearly						2502	2002	1580	0

City's Strategic Pillars

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

- Retain 100% of Patrol Officers and Patrol Sgts. for no less than 3 years. **(37% of Completion)**
- Proactively make residences and businesses along 1/5 of the main arterials in the city at least 80% ordinance compliant each year, in addition to reacting to citizen complaints; new arterials will be targeted each year (2020 4th Street). (20% of completion)
- Update our reserve program with the newest policies and procedures directed by Idaho P.O.S.T. and double the number of officers.
- Updating and implementing a complete standardized protocols and policies manual utilizing current industry practices. This is a partnership with Lexipol that has been recognized in risk management for law enforcement. (33% approval of the updates)

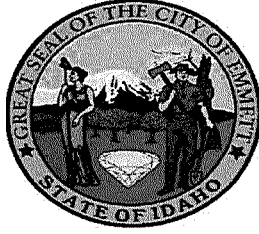
Expenditures requiring authorization from higher and purpose of expenditure

Training Last 30 days

- See attached
- Assisted with Emmett Crash Course Curb Extension and pedestrian Island Demonstration Project. Results have been emailed to council and newspapers.
- Exploring new way of measuring ordinance goal.
- Will be replacing kids Christmas party with the adopt a family program through the food coalition.
- D.C. Babcock and Chief are working with Jake on getting approval from council of police policies. DC has completed his review. Will be presented to council before the end of the year. Chief has approved policy updates.
- Grant update for E-Citation. *Hours have been completed for match. Printers have been installed in the majority of the vehicles now waiting on state to program. This may have to wait until Motorola flex is installed in April.*
- 1 reserve app. Is almost completed backgrounds and testing. Will be swearing in a new reserve on Tuesday.
- In process of purchasing weight bearing vest carriers. Rough draft of policy has been produced. Have received policies from other agencies and are comparing. Measurements for vests and carriers will be made this month.
- Mr. Slabaugh has phased out remodel and is currently pricing the cost to him coming up with an estimate that can be used in the bidding process.
- Working with Clint on improving signage at the high school and in front of Twin Buttes Subdivision. High School signs have been received.

Plan for next 30 days

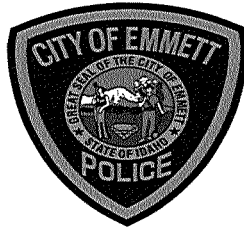
- Provide Domestic Violence Community Training in Emmett from R.O.S.E. advocates.
- Review PAL Pound contract / revisit the possibility of increasing pound fees. Renew contract.
- Implementation of new lockdown procedure. SRO will be looking into this.
- Need to install conversion of 4 more rifles.
- Have met with Mr. Slabaugh and he is working on a quote for remodel.
- Clint and I will be discussing how to get better use of the tin building.
- Will be meeting with Clint to discuss installing signs in the area of North Boise. Have received complaints of people driving dangerously with kids at play.
- Working with special Olympics and Caldwell PD on organizing a fund raiser in our community.
- Master lease program has been completed. Will be switching lease companies.
- Exploring new procedure when qualifying retired L.E.O. so they can carry legally.
- Have contacted Lara Foster, who works for St. Luke's Health System Children at Risk Evaluation Services, asking her to organize the Puppets for Prevention Show at our public schools.



CITY ORDINANCE November Report

	NEW	RESOLVED	OUTSTANDING
Junk / Abandoned Vehicles	6	1	29
Parking Violations	1	0	4
Prohibited Accumulations	2	1	9
Sidewalk Obstruction	0	2	0
Weeds/Trees	7	4	19
Animals Present / No permit	1	3	1
*Misc. Other	11	14	0
Citizen Complaint	9		
Officer Initiated	18		

*Description of Misc Other -



EMMETT POLICE DEPARTMENT

November Patrol Statistics

	TOTAL
Felony Arrests - Male	2
Felony Arrests - Female	0
Misd. Arrests - Male	8
Misd. Arrests - Female	6
Traffic Stops	184
Infraction Cite	29
Dispatched Calls	329
Officer Initiated Reports	79
Dogs Taken to Pound	9
Ordinance Calls	4

Community Involvement

Assisted with Traffic Control at the Senior Center for their Thanksgiving Meal they provided the community.

Taught a group of preschool students about what police officers do.

C A S E S U M M A R Y R E P O R T

From 11/01/2020 To 11/30/2020

EMMETT POLICE DEPARTMENT

Date	Time	Initial Remarks
11/01/2020	1:08 pm	TOOK REPORT OF A DOG THAT ATTACKED A 12 YOF
11/01/2020	9:21 pm	ARRESTED A 33 YOA MALE FOR A FELONY WARRANT
11/02/2020	1:21 pm	INVESTIGATED A VANDALISM AT RESIDENCE
11/02/2020	5:25 pm	PETIT THEFT AND MIP ALCOHOL X2 JUV MALES
11/03/2020	3:07 pm	INVESTIGATED A THEFT OF A TACKLE BOX
11/03/2020	8:00 pm	RESPONDED TO A CHILD CUSTODY ISSUE
11/04/2020	2:22 pm	INFORMATION ONLY, REPORT FRAUD THROUGH BANK, NO MONEY TAKEN JUST WANTED INCIDENT DOCUMENTED
11/04/2020	5:28 pm	ARRESTED A 48 YOA MALE FOR NCO AND CONTEMPT COURT
11/06/2020	7:45 am	RESPONDED TO CALL OF SUSPICIOUS ACTIVITY / INVESTIGATED ILLEGAL OCCUPATION OF RV IN CITY LIMITS
11/06/2020	9:44 am	CITED MALE FOR DRIVING WITHOUT PRIVILEGES
11/06/2020	2:44 pm	TOWED ABANDONDED VEHICLE FROM BLOCKING ACCESS TO HOME OWNER
11/07/2020	4:46 pm	
11/08/2020	1:25 am	INVESTIGATED A 70 YOA MALE FOR DUI
11/08/2020	8:24 am	INVESTIGATED THEFT OF A VEHICLE / UNAUTHORIZED USE OF VEHICLE & FAILING TO NOTIFY LE OF CRASH
11/09/2020	12:10 am	INVESTIGATED A TWO VEHICLE PROPERTY DAMAGE TRAFFIC COLLISION
11/09/2020	10:50 pm	1 FEMALE DRIVING WITHOUT PRIVILEGES
11/10/2020	8:59 am	INVESTIGATED A TWO VEHICLE 1050PD
11/10/2020	6:41 pm	RESPONDED TO A WELFARE CHECK
11/11/2020	10:32 am	PLACED A 45 YEAR OLD MAN ON A MENTAL HOLD
11/11/2020	11:20 pm	ARREST 1 MALE FELONY POSSESSION AND MISD PARAPHERNALIA W/ INTENT
11/12/2020	2:12 pm	INVESTIGATED WITNESS INTIMIDATION
11/13/2020	3:33 pm	RESPONDED TO A NON-INJURY ACCIDENT AT 16 & WASHINGTON
11/14/2020	11:01 am	INVESTIGATED A 17 YOM RUNAWAY WHO STOLE HIS PARENT'S VEHICLE
11/14/2020	9:09 pm	TOOK REPORT OF A HIT AND RUN CRASH
11/15/2020	2:10 pm	INVESTIGATED A COUNTERFEIT MONEY CASE
11/15/2020	7:36 pm	CITED A 36 YOF FOR OPEN CONTAINER
11/16/2020	12:06 am	INVESTIGATED A POSSIBLE BATTERY ON A 65 YOM
11/16/2020	3:35 pm	INVESTIGATED A DISORDERLY CONDUCT INVOLVING A 65 YOF
11/16/2020	6:51 pm	INVESTIGATED A VEHICLE VS DEER CRASH, OFFICER DISPATCHED DEER.
11/16/2020	8:45 pm	DOMESTIC BATTERY PRESENCE OF CHILD
11/17/2020	9:42 pm	PROBATION VIOLATION 19 YOA MALE
11/18/2020	4:00 pm	CITY ORDINANCE - JUNK VEHICLE VIOLATION
11/18/2020	4:10 pm	CITY ORDINANCE - JUNK VEHICLES X4 & PROHIBITED ACCUMULATIONS VIOLATIONS
11/18/2020	4:15 pm	CITY ORDINANCE - PROHIBITED PARKING - 72 HR TIME LIMIT EXCEEDED W/TRAILER
11/18/2020	4:45 pm	CITY ORDINANCE - PROHIBITED PARKING PER 3 CAMPERS ON PROP & JUNK VEHICLE VIOLATION
11/18/2020	5:00 pm	CITY ORDINANCE - WEED VIOLATION
11/18/2020	5:10 pm	CITY ORDINANCE - WEED VIOLATION
11/18/2020	5:25 pm	CITY ORDINANCE - WEED VIOLATION
11/18/2020	5:40 pm	CITY ORDINANCE - WEED VIOLATION
11/18/2020	5:50 pm	CITY ORDINANCE - PROHIBITED ACCUMULATIONS & WEED VIOLATIONS
11/19/2020	11:04 am	INVESTIGATED A FORGERY
11/19/2020	7:54 pm	RESPONDED TO A BATTERY CALL BETWEEN A 50 YOM & 47 YOF
11/19/2020	8:25 pm	CITED 1 MALE FOR MISD OPEN CONTAINER BY DRIVER
11/19/2020	9:05 pm	INVESTIGATED A SEX OFFENSE WITH AN 18 YO FEMALE AND A 45 YO MALE
11/20/2020	11:35 am	CITY ORDINANCE - WEED VIOLATION & 2 JUNK VEHICLES
11/20/2020	3:54 pm	CITY ORDINANCE - WEED VIOLATION
11/20/2020	10:16 pm	CITED A 16 YO JUVENILE FOR RECKLESS DRIVING

CASE SUMMARY REPORT

From 11/01/2020 To 11/30/2020

EMMETT POLICE DEPARTMENT

Date	Time	Initial Remarks
11/21/2020	12:35 am	CITED A 41 YOA FEMALE FOR DUI
11/21/2020	1:41 am	TOOK REPORT OF A POSSIBLE CPO VIOLATION
11/21/2020	4:10 pm	TAGGED ABANDONED VEHICLE WITH 48 HR NOTICE
11/22/2020	3:55 pm	TOOK REPORT OF A THEFT OF 14 CONCRETE CURING BLANKETS
11/22/2020	4:45 pm	INVESTIGATED THE UNATTENDED DEATH OF A 78 YOF
11/23/2020	6:27 am	INVESTIGATED AN UNATTENDED DEATH OF A 97 YEAR OLD MALE
11/23/2020	12:48 pm	CITED A 37 YOM FOR DWP
11/23/2020	4:30 pm	CITED A 34 YOA MALE FOR DWP
11/24/2020	10:25 am	ARRESTED A 15 YOA MALE FOR PV WARRANT
11/24/2020	1:10 pm	INVESTIGATED A 10-50 PD AT E FIRST AND S WASHINGTON.
11/25/2020	5:52 pm	CITED 22 YO MALE FOR CONTROLLED SUBSTANCE DURING UNATTENDED DEATH CALL. 2 MALES CITED FOR FREQUENTING
11/25/2020	5:52 pm	INVESTIGATED UNATTENDED DEATH OF 58 YEAR OLD FEMALE
11/25/2020	8:37 pm	
11/26/2020	9:49 am	INVESTIGATED A FORGED CHECK, VICTIM 71 YO FEMALE
11/27/2020	3:51 pm	INVESTIGATED HIT & RUN OCCURED ON PRIVATE PROPERTY / ADJACENT TO ROAD - MINOR DAMAGE - UNDER \$1000 - UNKNOWN SUSPECT
11/27/2020	10:15 pm	INVESTIGATED A VERBAL DOMESTIC BETWEEN A 23 YOA FEMALE AND 22 YOA MALE
11/28/2020	12:20 am	COURTOSY REPORT STOLEN VEHICLE OUT OF NEVADA
11/29/2020	12:25 am	INVESTIGATED A BATTERY BETWEEN 2 MALES
11/30/2020	5:27 pm	INVESTIGATED A DOMESTIC
11/30/2020	6:24 pm	INVESTIGATED AN UNATTENDED DEATH
11/30/2020	10:01 pm	JUVENILE 16 YOA MALE CITED MISD RECKLESS DRIVING, POSSESSION MARIJUANA, PARAPHERNALIA W/ INTENT, INFRACTION CITATAION MINOR POSSESSION TOBACCO

Count: 68

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

City's Strategic Pillars

12/15/2020

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

Public Works Goals

- Implement Airport Pavement, and Master Capital Improvement Plan. **35%**
- Create Cemetery Master Plan. **5% on hold**
- Create Road Improvement Plan to provide for Safe Route planning for pedestrians, bicycles and motor vehicles. **80%**
- Replace all water distribution lines less than 6" in diameter to meet mandatory minimum main line size requirement. **60%**
- Reduce I&I inside sewer collection lines to less than 50% of current rate per Sewer Capital Improvement Plan. **50%**
- Upgrade Wastewater Treatment Plant Influent Screen, will be installed by April 2021. **80%**
- Hawthorne lift station upgrade, IDEQ is reviewing for approval. **70%**

Expenditures requiring authorization / purpose of expenditure

- 11/06/2020 Bills Machine Shop Inc, Map Board Frames - \$11,950.68
- 10/30/2020 Core & Main LP, Water Meters - \$5,116.12
- 11/16/2020 Idaho Bureau of Federal Surplus - \$10,500.00

Training last 30 days

- None

Accomplishments since last report

1. Temporary trench patch on Johns Ave from Peach to 12th
2. Installing 12" transmission line and 8" domestic from 7th to 12th on Johns
3. Installing new meters and radios in water system.
4. Winterizing utilities for winter
5. Repairing potholes in the Right of Way

Plan for next 30 days

1. Item to note: Barrus Commercial Center is starting sewer line extension project at Hwy 16 and Johns Ave on 1/2/21, project completion is estimated at 30 days.
2. Working with Splash Zone and Rain Deck on Splash Pad Design
3. Replacing transfer switch on well #9 generator
4. Preparing roads at Payette River Orchards Sub for paving.
5. Working with Keller Associates on well #6 upgrades
6. Layout on PR2TA Hangar for footings
7. Install Hubber Screen at headworks WWTP
8. LHTAC - 14393 S. Johns Ave. 4th to 12th St going to BID for construction.
9. Continue with 12" water transmission mainlines
10. Sewer manhole - grout and/or replacement for those leaking water
11. Repair bad water valves and water valve boxes
12. Water valve exercising for all water distribution valves.

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

City's Strategic Pillars

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

- Complete fiber optic network to inner city facilities. WWTP and industrial park almost done. **85% After WWTP Locust Booster will be last major site to complete inner city facilities.**
- Migrate all servers to cloud over the next 5 years. **35% SysAdmin, Library, Public Works converted to SharePoint cloud storage. Clerks are on deck. Neptune 360 water software also in process of switching, Covid19 is hold up in getting Neptune staff out to do the changeover.**
- Complete Geographic Information System mapping of all city infrastructure assets (ongoing). **55% Working on map books for staff.**
- Convert city network from a bridged configuration to routed. **10% Initial plan and IP address scheme underway.**

Expenditures requiring authorization from higher and purpose of expenditure

-

Training last 30 days

- None

No less than Top Ten Accomplishments since last report

1. Lease agreement finalized for EOC
2. Assist Elmore County EM with CARES Act questions
3. Equipment assembly for new fiber buildings
4. Library TV cart assembly and training
5. Primary edge router firmware upgrade and VPN tunnel configs
6. New Verizon Jetpacks configure and setup for Library
7. Alarm configuration and network install for critical battery backups
8. Website updates including for splash pad survey
9. Zoom room configuration with Compunet
10. Vetro fiber map meeting
11. CFAC paperwork submittals
12. Additional meeting Project Aces fiber plan design
13. Convert policy docs for fire department
14. Meeting with Centurylink Government Affairs staff
15. Clean cameras x70
16. Work with ACS for Hawthorne Lift Station design/network
17. Laptops rollout for PW and Clerks
18. Update Deep Freeze licensing for Library
19. Mapping naming convention and rollout for transport network
20. Setup email accounts in Sophos filtering

Plan for next 30 days

21. E-Ticket equipment project	22. Splicing fiber at new buildings
23. Commerce Broadband Grant project	24. Council chambers upgrade project
25. Finalize Sophos Antivirus and email filter change	26. Document all switch ports network (ongoing)
27. Preparation for Neptune 360 conversion	28. Public works annex EOC project finish
29. Optical Character Recognition setup clerks copier	30. Finish Annex fiber and tech installs
31. Spillman scope of work with county	32. Transport network VPN connection setup