December 15, 2020

The Emmett City Council held a regular meeting at 501 E. Main Street, Emmett, Idaho.
Mayor Gordon Petrie called the meeting to order at 7:00p.m.
Mayor Gordon Petrie led the **Pledge of Allegiance**
Al Cinnamon offered the **Community Invocation**

Council Present: Councilor Denise Sorenson
Council Present via telephone: Council President Steve Nebeker, Councilor Gary Resinkin, Councilor Michelle Welch, Councilor Thomas Butler
Council Absent: Councilor Tona Henderson
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: Adam Little – Payette River Subdivision, David Little – Payette River Subdivision
Public Present via telephone:
Amendments to the Agenda: None

Council President Nebeker made a MOTION TO APPROVE THE AGENDA. Seconded by Councilor Sorenson . 5 – AYES, 0 – NOES. Motion Carried.

Declaration of Conflicts of Interest: Council President will recuse himself from Business Item D.
Declaration of Council Members' Discussion Outside an Open Meeting: None

ELECTED OFFICIALS:
A. Mayor
1. Recognition Awards to Law Enforcement
Mayor Petrie recognized Sargent Ryan Bertalotto, Deputy Chief Babcock, Sheriff Chuck Rolland (not present), Sheriff -elect Donnie Wonder, Lieutenant Jason MacIntosh, Public Works Director Clint Seamons, Public Works staff member Ken Purdy, Deputy Jared Mckie, Reserve Officer Mike Knittel, School Resource Officer Detective Keith Aamodt, Idaho State Police Officer Corporal Jason Maxfield, Valley Family Healthcare and staff members Cynthia Fuson, Annalise BeVille and Kandice Rembelski for the event that occurred on November 11, 2020 that resulted in an arrest of an individual.
B. City Council
C. Announcements and Good of the Order
CONSENT AGENDA:
A. Approval of Minutes – December 8, 2020
B. **Approval of Accounts Payable.**
C. Approve Permits: Bartender Permits: Jenny Jensen

Council President Nebeker made a MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED. Seconded by Councilor Resinkin. AYES - 5, NOES - 0. Motion Carried.

DISCUSSION / INFORMATION / UPDATES:
A. Wish Granters Presentation by Dena McLauclin- Grants wishes for adults with life threatening or terminal diseases.

NON-CONSENT AGENDA
BUSINESS
A. Mayor Petrie requests approval of the 2020 Community Video Program Agreement. **Council President Nebeker made a MOTION TO APPROVE THE 2020 COMMUNITY VIDEO PROGRAM AGREEMENT AND FOR THE MAYOR TO SIGN. Seconded by Councilor Butler. Roll Call Vote. COUNCIL PRESIDENT NEBEKER – AYE, COUNCILOR HENDERSON – ABSENT, COUNCILOR RESINKIN – AYE, COUNCILOR BUTLER – AYE, COUNCILOR WELCH – AYE, COUNCILOR SORENSON – AYE. 5 – AYES, 0 – NOES. Motion carried.**

B. Mike Knittel, Systems Director requests approval of the Memorandum of Understanding between Imagine Idaho Action and City of Emmett. **Council President Nebeker made a MOTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN IMAGINE IDAHO ACTION AND CITY OF EMMETT AND FOR THE MAYOR TO SIGN. Seconded by Councilor Sorenson. Roll Call Vote. COUNCIL PRESIDENT NEBEKER – AYE, COUNCILOR HENDERSON – ABSENT, COUNCILOR RESINKIN – AYE, COUNCILOR BUTLER – AYE, COUNCILOR WELCH – AYE, COUNCILOR SORENSON – AYE. 5 – AYES, 0 – NOES. Motion carried.**

C. Mike Knittel, System Director requests approval of the Lease Agreement of Emmett City Annex Building Space to Gem County for Emergency Operations Center. **Councilor Sorenson made a MOTION TO APPROVE THE LEASE AGREEMENT OF EMMETT CITY ANNEX BUILDING SPACE TO GEM COUNTY FOR EMERGENCY OPERATIONS CENTER AS PRESENTED WITH THE MAYOR TO SIGN. Seconded by Councilor Resinkin. Roll Call Vote. COUNCIL PRESIDENT NEBEKER – AYE, COUNCILOR HENDERSON – ABSENT, COUNCILOR RESINKIN– AYE, COUNCILOR BUTLER – AYE, COUNCILOR WELCH – AYE, COUNCILOR SORENSON – AYE. 5 – AYES, 0 – NOES. Motion carried.**

D. Brian Sullivan, Building/Zoning Administrator approval of Payette River Orchards Subdivision Phase #1 Final Plat. **Councilor Sorenson made a MOTION TO APPROVE PAYETTE RIVER ORCHARDS SUBDIVISION PHASE #1 FINAL PLAT #20-002 WITH THE STAFF RECOMMENDATIONS THAT WERE OUTLINED IN THE COUNCIL PACKET. Seconded by Councilor Butler. Roll Call Vote. COUNCIL PRESIDENT NEBEKER – RECUSED, COUNCILOR HENDERSON – ABSENT, COUNCILOR RESINKIN – AYE, COUNCILOR BUTLER – AYE, COUNCILOR WELCH – AYE, COUNCILOR SORENSON – AYE. 4– AYES, 0 – NOES, 1 - ABSTENTION. Motion carried.**

DEPARTMENT/ ACTIVITY REPORTS:

A. **Building Official/City Planner** – Brian Sullivan, Building/Zoning Administrator – Gave report
B. **Clerk** – Lyleen Jerome, City Clerk– Gave report
C. **Fire** – Curt Christensen, Fire Chief– Gave report
D. **Library** – Alyce Kelley, Director– Gave report
E. **Police** - Steve Kunka, Police Chief– Gave report
F. **Public Works** – Clint Seamons, Public Works Director– Gave report
G. **Systems Administrator** – Mike Knittel, IT Systems Director– Gave report
H. **Engineer**

Councilor Sorenson made a MOTION TO ADJOURN. Seconded by Councilor Resinkin. 5 - AYES, 0 – NOES. Motion Carried.

Meeting Adjourned at 8:22pm

Mayor Gordon Petrie **Lyleen Jerome, City Clerk**

CITY OF EMMETT

Bartender Permit Checklist

Applicant Name Zachary Arruda

Date Application Received 12/29/20 By HE

- ☐ 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 1/6/21
  - ✓* Emmett Police Name/Records Check
  - ✓ Gem County Sheriff's Name/Records Check
  - ✓ Other

Completed (signature) 1/6/21 Date — Chief of Police (signature) 1-6-21 Date

- ☐ Fingerprint Results Attached (New only) _____

City Council

- ☑ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 1/12/21 Council Date

Official Permit

- ☐ Created _____ _____
- ☐ Mailed _____ _____

Tracking # _____

CITY OF EMMETT

Bartender Permit Checklist

Applicant Name Daniel Butcher

Date Application Received 12/17/20 By SJ

- ☐ 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 12/20/20
  - ✓ Emmett Police Name/Records Check
  - ✓ Gem County Sheriff's Name/Records Check
  - Other

Completed (signature) Date

Chief of Police (signature) 12-20-20 Date

- ☐ Fingerprint Results Attached (New only) _____

City Council

- ☑ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 1/12/21
Council Date

Official Permit

- ☐ Created _____ _____
- ☐ Mailed _____ _____

Tracking # _____

CITY OF EMMETT

Bartender Permit Checklist

Applicant Name Greg Butcher

Date Application Received 12/17/20 By SJ

- ☐ 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 12/20/20
  - ✓ Emmett Police Name/Records Check
  - ✓ Gem County Sheriff's Name/Records Check
  - Other

Completed (signature) Date

Chief of Police (signature) 12-20-20 Date

- ☐ Fingerprint Results Attached (New only) _____

City Council

- ☑ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 1/12/21
Council Date

Official Permit

- ☐ Created _____ _____
- ☐ Mailed _____ _____

Tracking # _____

CITY OF EMMETT

Bartender Permit Checklist

Applicant Name David Frisbee

Date Application Received 12/17/20 By SJ

- ☐ 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 12/20/20
  - V Emmett Police Name/Records Check
  - V Gem County Sheriff's Name/Records Check
  - Other

Completed (signature) Date — Chief of Police (signature) 12-20-20 Date

- ☐ Fingerprint Results Attached (New only) _____

City Council

- ☑ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 1/12/21
Council Date

Official Permit

- ☐ Created _____ _____
- ☐ Mailed _____ _____

Tracking # _____

CITY OF EMMETT

Bartender Permit Checklist

Applicant Name Francis Frisbee

Date Application Received 12/17/20 By SJ

- ☐ 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 12/20/20
  - ✓ Emmett Police Name/Records Check
  - ✓ Gem County Sheriff's Name/Records Check
  - Other

Completed (signature) Date

Chief of Police (signature) 12-20-20 Date

- ☐ Fingerprint Results Attached (New only) _____

City Council

- ☑ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 1/12/21
Council Date

Official Permit

- ☐ Created _____ _____
- ☐ Mailed _____ _____

Tracking # _____

CITY OF EMMETT

Bartender Permit Checklist

Applicant Name Helen Frisbee

Date Application Received 12/17/20 By SJ

- ☐ 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 12/20/20
  - ✓ Emmett Police Name/Records Check
  - ✓ Gem County Sheriff's Name/Records Check
  - Other

Completed (signature) Date — Chief of Police (signature) 12-20-20 Date

- ☐ Fingerprint Results Attached (New only) _____

City Council

- ☑ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 1/12/21
Council Date

Official Permit

- ☐ Created _____ _____
- ☐ Mailed _____ _____

Tracking # _____

CITY OF EMMETT

Bartender Permit Checklist

Applicant Name Terri Kaney

Date Application Received 12/22/20 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 12/28/20
  - ✓ Emmett Police Name/Records Check
  - ✓ Gem County Sheriff's Name/Records Check
  - Other

[signature] 12/28/2020 [signature] 12-28-20

Completed (signature) Date Chief of Police (signature) Date

- ☐ Fingerprint Results Attached (New only) _____

City Council

- ☑ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 1/12/21

Council Date

Official Permit

- ☐ Created _____ _____
- ☐ Mailed _____ _____

Tracking # _____

CITY OF EMMETT

Bartender Permit Checklist

Applicant Name STACEY SCHOENFELDER

Date Application Received 12/14/20 By SJ

- ☐ 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 12/21/20
  - ✓ Emmett Police Name/Records Check
  - ✓ Gem County Sheriff's Name/Records Check
  - Other

[signature] Completed (signature) Date

[signature] Chief of Police (signature) 12-21-20 Date

- ☐ Fingerprint Results Attached (New only) _____

City Council

- ☑ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 1/12/21 Council Date

Official Permit

- ☐ Created _____ _____
- ☐ Mailed _____ _____

Tracking # _____

CITY OF EMMETT

Bartender Permit Checklist

Applicant Name HEIDI SMITH

Date Application Received 12/11/20 By SJ

- ☐ 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 12/21/20
  - ✓ Emmett Police Name/Records Check
  - ✓ Gem County Sheriff's Name/Records Check
  - Other

Completed (signature) Date

Chief of Police (signature) 12-21-20 Date

- ☐ Fingerprint Results Attached (New only) _____

City Council

- ☑ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 1/12/21
Council Date

Official Permit

- ☐ Created _____ _____
- ☐ Mailed _____ _____

Tracking # _____

CITY ORDINANCE NO. O2020-13

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

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

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

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

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

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

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

"9-6-3 HEIGHT AND AREA REGULATIONS:

OFFICIAL HEIGHT AND AREA REGULATIONS

Name	District	Maximum Height	Front	Rear	Interior Side	Street Side	Minimum Lot Area	Minimum Frontage
Agricultural	A	40 ft.	60 ft. b	8 ft.	8 ft.	60 ft. b	5 acres	60 ft.
Single-family	R-1	35 ft.	See note e	7 ft.	~~7~~5 ft.	See note e	6,000 sq. ft.	60 ft.
Duplex	R-2	40 ft.	See note e	5 ft.	5 ft.	See note e	8,000 sq. ft.	50 ft.
Apartments	R-3	45 ft.	15 ft.	10 ft.	10 ft.	15 ft.	8,000 plus 800 per unit over 2 units	50 ft.
Manufactured home park	R-4	35 ft.	See note	See note	See note a	See note a	See note a	See note a

			a	a				
Commercial	C	60 ft.	See note c	See note c	See note c	See note c	None	
Industrial	I	60 ft.	See note c	See note c	See note c	See note c	None	
Mixed development[d]	MD	See note d	See note d	See note d	See note d	See note d	See note d	See note d
Mixed urban residential	MUR	45 ft.	15 ft.	5 ft.	5 ft.	15 ft.	5,000 sq. ft.	40 ft.
Public	P	60 ft.	20 ft.	10 ft.	10 ft.	20 ft.	None	

Notes:

a. All requirements must be approved by the zoning commission.

b. From center of roadway.

c. Requirements are controlled by the international building and fire codes. Construction is determined by the approved drawings of a licensed engineer.

d. Height and area standards in the MD district shall be based upon the type of proposed use and shall use the equivalent standard listed in this chart (e.g., multi-family structures in the MD use the R-3 standards, retail uses in the MD use the C standards, etc.).

e.

Front setback* to garage	Local street	20 ft.
	Collector street	25 ft.
Front setback* to living area	Local street	15 ft.**
	Collector street	25 ft.**
Street side setback*	Local street	15 ft.
	Collector street	20 ft.

* Measured from back of sidewalk.

** The front setback to living area in the R-1 and R-2 zones may be reduced by the building official if the following conditions apply:

(1) There is at least 1 existing dwelling unit adjacent to the applicable building lot that shares the same street frontage; and

(2) The front setback of said dwelling unit is less than the required setback; and

(3) The reduced setback will not pose any threat to public safety or health."

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

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

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

_____

MAYOR

ATTEST:

_____

CITY CLERK

_____

ORDINANCE #O2020-14

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED by the City Council this _____ day of _____, 2020.

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

_____
MAYOR

ATTEST:

_____
City Clerk

Exhibit A (legal description)

That portion of the North ½ of the Northeast ¼ of Section 17, Township 6 North, Range 1 West of the Boise Meridian, Gem County, Idaho described as follows:

BEGINNING at the Northeast corner of the West ½ of the Northwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 17, Township 6 North, Range 1 West, Boise Meridian;

Thence South 00°27'44" West, 660.92 feet, along the east line of said West ½ of the Northwest ¼ of the Northeast ¼, to the Southeast corner thereof;

Thence North 89°26'28" West, 655.96 feet, along the south line of said West ½ of the Northwest ¼ of the Northeast ¼ of the Northeast ¼ and the south line of the East ½ of the Northeast ¼ of the Northwest ¼ of said Northeast ¼, to the southwest corner thereof;

Thence North 00°28'49" East, 100.90 feet, along the west line of said East ½ of the Northeast ¼ of the Northwest ¼ of the Northeast ¼, to a point on the easterly right-of-way of the Last Chance Ditch;

Thence North 43°30'26" East, 411.17 feet, along said easterly right-of-way;

Thence South 89°26'56" East, 270.53 feet, parallel to the north line of the Northeast ¼ of said Section 17;

Thence North 00°26'09" East, 259.00, parallel to the east line of said Section 17 to a point on the north line of said West ½ of the Northwest ¼ of the Northeast ¼ of the Northeast ¼;

Thence South 89°26'56" East, 104.86 feet, along said north line, to the point of Beginning.

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

ORDINANCE No. O2021-01

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION FOR CERTAIN REAL PROPERTY IN THE CITY OF EMMETT, IDAHO, TO C, COMMERCIAL, FROM R-1, SINGLE-FAMILY RESIDENTAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Zoning Commission of the City of Emmett, Idaho, pursuant to public notice as required by law, held a public hearing on November 2, 2020, at 6:00 p.m., as required by Section 67-6509 of the Idaho Code, and recommended to the Mayor and Council as follows: that the zoning classification for the property described in the attached Exhibit A and incorporated by this reference as if set out in full be changed to C, Commercial, from R-1, Single-Family Residential;

WHEREAS, the property is approximately 0.997 acres and is located at 1420 Judo Lane, Emmett, Idaho;

WHEREAS, the Emmett City Council, pursuant to public notice as required by law, held a public hearing on December 8, 2020, at 7:00 p.m., on the proposed zoning change for the real property described in Exhibit A, as required by Section 67-6509 of the Idaho Code;

WHEREAS, the Emmett City Council finds that the zoning classification proposed is consistent with the Comprehensive Plan;

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

Section 1: The zoning land use classification for the land described in Exhibit A is hereby classified as C, Commercial as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Exhibit A in the C, Commercial zoning land use classification.

Section 2: This Ordinance shall take effect and be in force from and after its passage, approval and publication as required by law. The City Clerk is hereby directed to provide all notices of this Ordinance as is required by law.

PASSED by the City Council this ____ day of _____, 2021.

APPROVED by the Mayor on this ____ day of _____, 2021.

GORDON PETRIE, MAYOR

ATTEST:

LYLEEN JEROME, CITY CLERK

Exhibit A
Legal Description
Veritas Holdings LLC

A tract of land in the West 1/3 of the North 3/5 of the South Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 18, Township 6 North, Range 1 West, Boise Meridian, Gem County, Idaho.

The area above described contains approximately 0.997 acres.

TEK-HUT

Invoice

Date	Invoice #
11/19/2020	CARESEmmett

Twin Falls, ID 83301
Twin Falls, ID 83301
460 Main Avenue South

Bill To
City of Emmett 501 E. Main St. Emmett, ID 83617

An Annual Finance charge of 18% will be applied on past due accounts, minimum $2.50 Finance Charge

P.O. No.	Terms	Rep

Item	Qty	Description	Rate	Amount
Subcontractor Pas...	1	Project Name: City of Emmett COVID Grant Location: Emmett, Idaho Includes: Underground installation of (3) 1.25" duct (plow, trench, directional drill) Fiber vault pull boxes Fiber installation in duct ITD, County, Canal and Irrigation permits Fiber Splicing Design & Engineering Does not included the following: Railroad Permit Material Splicing: $10,000.00 Conduit Installation: $119,308.09 Vaults: $27,170.00 Engineering: $10,236.72 Permits: $195.00 Traffic Control: $38,280.00 Fiber Pull: $32,416.28 Total: $237,606.09	237,606.09	237,606.09
		Idaho Sales Tax	6.00%	0.00

Total $237,606.09

The billings represented by this invoice reflect actual time, expense, and outlays of Tek-Hut in the performance of service, sales and /or cost of financing. Such expenses are duly recognized and are not subject to negotiation or latitude.

Phone #	Fax #	E-mail	Web Site
2087355682	(208)735-8622	missy@tek-hut.com	http://www.tek-hut.com

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

Wednesday, January 06, 2021

Mayor, City Council:

I am requesting from City Council a **MOTION to approve payment to Huber Technology Inc in the amount of 160,650.00**

Attached is the invoice for your review.

Thank you,

Clint Seamons
Public Works Director

HUBER Technology, Inc.

HUBER TECHNOLOGY
WASTE WATER Solutions

Billing Address
City of Emmett ID
601 E. 3rd St.
Emmett, ID 83617
UNITED STATES

Delivery Address
Emmett WWTP
1478 Cascade Rd.
Emmett, ID 83617
UNITED STATES

INVOICE

Invoice No:	II10004676
Invoice Date:	Dec 15, 2020
Customer No:	122502

Order No:	73005604	Date printed:	Dec 11, 2020
Project:	Emmett, ID WWTP	Our Reference:	Sizemore, Amber
Order Date:	Mar 31, 2020	Phone:	
Your Reference:	Contract Agr. 3/31/2020	Fax:	
		Email:	

Pos	Quantity	Unit	Description	Price USD	Total USD Tax (%)
	1	pcs	Invoice 90% of PO for Equipment Delivery Dec 2020: ($178,500 x 90%) = $160,650.00	160,650.00	160,650.00 0%
			HUBER ROTAMAT® RPPS PRO 1400/3 5500 Control Panel		
			Blance of PO (10%), to be invoiced after completion of Startup Services.		
			Total net	**USD**	**160,650.00**
			Total gross	**USD**	**160,650.00**

Terms of payment: 30 days net
Pay Due: Jan 14, 2021

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

Wednesday, January 06, 2021

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Lowest BID to TC Sales and Service in the amount of $27,560.00**

Attached are the BID Summary and invoices for your review.

Thank you,

Clint Seamons
Public Works Director

Headworks Pump BID Summary

8/31/2020	$ 27,560.00	TC Sales and Service	Lowest BID Received
8/31/2020	$ 28,385.00	Rockwell Engineering and Equipment	
8/23/2020	$ 28,960.00	Vaughan Company Inc	

TC Sales & Service

August 31, 2020

Mr. Andrew Abercrombie
City of Emmett

Re: Headworks Pump

Andrew –

Below is the description of the 133179 pump for your headworks.

VAUGHAN MODEL S8K-120 SUBMERSIBLE CHOPPER PUMP - $27,560.00

- CASING AND BACK PULL-OUT PLATE : 8" Class 125 ANSI flange.
- 12" IMPELLER, CUTTER BAR, UPPER CUTTER AND EXTERNAL TOOL
- MECHANICAL SEAL, cartridge type, TC faces, as manufactured by Vaughan.
- ELASTOMERS, BUNA N.
- BEARINGS, oil bath lubricated ball type.
- BEARING HOUSING, cast ductile iron with piloted motor mount.
- AUTOMATIC OIL LEVEL MONITOR, 110 volt switch/relay, 25 ft. of hose.
- SHAFT, heat treated steel.
- MOTOR, 15 HP, 870 RPM, 3/60/460 1.15 SF, 25 ft. of power cable.
- 8" GUIDE BRACKET ADAPTER
- PUMP STANDARD FINISH: solvent wash and a single coat of Tnemec Perma-Shield PL Series 431 Epoxy (minimum 5 MDFT). (Except Motor)

Please let me know if you have any questions. Pump delivery is 14 weeks due to motor fabrication time.

Best regards,

CJF

Cory Firzlaff
Intermountain Sales

ROCKWELL
ENGINEERING AND EQUIPMENT

August 31, 2020

Quote: 39906

Mr. Andrew Abercrombie
City of Emmett
1478 Cascade Road
Emmett, ID 83617

Dear Mr. Abercrombie

We are pleased to offer the following Vaughan pump for your consideration.

Qty. 1

Vaughan Model S8K-120 Submersible Chopper pump complete with 15 HP 870 rpm 3/60/460 1.15SF motor with 25' power cable. Pump includes 8" ductile iron adapter bracket and motor protection relay.

Total Price: $28,385.00

FOB: Montesano, WA
Est. Freight = $1,375.00
Lead Time: 18 Weeks

Thank you for the opportunity

Skip Ayres
Rockwell Engineering & Equipment Co., Inc.
714-505-9700 Office
skip@rockwellengineering.com

Unmatched Reliability
Vaughan®
Company, Inc.

City of Emmett, WWTP
1478 Cascade Road
Emmett, ID 83617

Quote # 43775
Dated: 08/23/2020

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL

1 1 **Only Vaughan Model S8K-120**
Submersible Chopper Pump consisting of:

Casing and Backplate, cast ductile iron with 8" ANSI CL 125 discharge flange.
Impeller, Cutter Bar, External Cutter and Upper Cutter, cast steel, heat treated to minimum Rockwell C60.
Mechanical Seal, cartridge type with Viton O-rings Tungsten Carbide faces, and integral stainless steel sleeve as manufactured by Vaughan.
Elastomers, Buna-N
Bearings, oil bath lubricated with minimum 100,000-hour L-10 bearing life.
Bearing Housing, cast ductile iron with piloted motor mount.
Automatic Oil Level Monitor, PVC plastic reservoir with 120V switch and relay, and 25 feet. of hose.
Shaft, heat treated steel.
Drive, 15 HP, 870 RPM, 460V, 3 phase, 60 Hz, 1.15 SF, Explosion Proof (Class 1, Group C & D) submersible motor with tandem mechanical seals, moisture sensors, internal thermostats, and 25 feet of power cable, 15 minute in air duty, manufactured by ABB/Baldor.
Pump Finish: Solvent wash and coat with minimum 5 MDFT Tnemec Perma-Shield PL Series 431 epoxy. (Except Motor).
Factory Start-Up Assistance:

TOTAL LIST PRICE: $28,960

Estimated Freight: $1,400.00
Pump Performance: 1900 GPM @ 16 FT. TDH
Application: LIFT STATION

Mike Donnelly - Vaughan Co., Inc.

Submittals:	Submittal time is 4 - 6 weeks after receipt of order.
Production Time:	Estimated 18 to 24 weeks after receipt of approved submittals, released to production and executed purchase order. Estimated ship dates are subject to change dependent on motor availability. Vaughan Co. will arrange shipment upon the receipt of approved factory tests, if applicable.
FOB:	Montesano, Washington via best way.
Terms:	Contingent on credit approval.
Expiration:	Quotation valid for 60 days.

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Vaughan Co. Inc.

TERMS & CONDITIONS OF SALE

1. **GENERAL:** The Terms & Conditions herein established by Vaughan Co., Inc. ("us", "we", "our") as may be amended by us from time to time ("Terms and Conditions") apply to all dealings with our potential and actual customers ("you" and "your"), whether made by you or us, for any solicitation, submission, inquiry, offer, request or arrangement (a "Communication") or sale by us with respect to goods we sell ("Product(s)"). Written authorization is only valid if executed by an authorized officer of Vaughan Co.
2. **SCOPE OF SUPPLY:** Scope of supply will be limited to accepted quotation or approved submittals, if required.
3. **ACCEPTANCE OF ORDERS:** No Communication is binding on us unless written authorization is obtained by an authorized officer of Vaughan Co. Any sample provided by us is not part of an Accepted Order.
4. **SUBMITTALS:** Drawings and submittals for approval will typically be supplied four to six (4-6) weeks from the receipt of the order in pdf format. Vaughan will not be responsible for damages, fees or charges for any additional submittal reviews that were not the fault of Vaughan.
5. **PRODUCTION TIME:** Vaughan's production time will begin after complete submittal approval, release to production, execution of the purchase order and receipt of progress payments, if applicable. Production time excludes time to approve test results.
6. **NO CANCELLATION:** Accepted Orders cannot be cancelled or modified, in whole or in part, without our prior written consent, which consent may be withheld or subject to conditions and reasonable charges we may impose. Any custom ordered parts cannot be cancelled without full payment.
7. **DEFAULT:** If Buyer defaults on the contract, Vaughan shall have the right to be cancel the contract in part or whole. Buyer shall be responsible for reasonable termination charges up to the total agreement value. The termination charge is at Vaughan's discretion dependent upon the percentage of the Agreement price reflecting the percentage of the work fabricated prior to the default plus actual direct costs resulting from default, including cancellation charges directly associated with costs for items that are in production at time of cancellation.
8. **PRICE INCREASE:** Price of Product(s) is subject to increase if equipment is not released to production within six months from the date Vaughan receives the initial purchase order from you.
9. **TAXES:** All prices are subject to all applicable sales and use taxes and any other taxes now or hereafter imposed and/or levied by any governmental authority with respect to the sale of the Product(s) ("Applicable Taxes"). Customers located in states where Vaughan is registered for sales tax sales must pay sales tax on all orders delivered or picked up within said state unless Vaughan Co. has in its possession an accurate and current resale or exemption certificate or other acceptable alternate document on file for your company and/or project. If you have a certificate on file with Vaughan Co., please indicate on the purchase order if tax is to be applied or not at the time of the order. Our failure to charge or collect Applicable Taxes when due shall not relieve you of your obligation for its payment. Regardless of any other payment terms, all Applicable Taxes are due net 30 days from the invoice date.
10. **PAYMENT TERMS:** Terms of sale will be shown on each invoice or purchase order, and it is agreed that invoices will be paid in full when due. Standard payment terms are as follows:
    10% upon submittal approval;
    10% prior to shipment of equipment;
    75% net 30 from shipment of equipment;
    5% due at the earlier of startup or 120 days from shipment of equipment.

    However, Vaughan may at their discretion alter these percentages on a case by case basis. Payment is not subject to hold-backs or contingent upon the Buyer receiving payment from the Owner. If payment in full on any invoice is not received when due, or if your credit worthiness is deemed unsatisfactory by us at any time, we may take, without incurring any liability, one or more of the following actions: (a) impose a service charge at the rate that is the lesser of (i) 1.5% per month or (ii) the maximum rate allowed by applicable law, on any amount past due commencing from the date of such invoice, (b) modify or accelerate payments terms, (c) withhold delivery of Product(s) under any Accepted Order not yet shipped and/or delay, recall or reclaim shipments of Product(s) en route to you or delivered until arrangements satisfactory to us are made to secure payment for any outstanding invoice and for all open Accepted Orders and/or (d) file a lien or bond claim for any unpaid labor or material.
11. **RETAINAGE:** Retainage, if applicable, is limited to 5% of the total Accepted Order price less any applicable taxes and is due at the earlier of start-up or 10 days upon owner's acceptance, however, retainage shall not exceed 120 days from the shipment of equipment.
12. **FREIGHT:** Unless otherwise stated in the purchase order or quote, freight for a single shipment is included. Additional freight cost for split-shipments will be the responsibility of the Buyer. Buyer is responsible for providing complete shipping information and requirements including, but not limited to residential delivery, lift gates, limited access, advance notice, construction/jobsite, etc. Failure to provide accurate information may result in additional shipping fees. Those fees are the responsibility of the Buyer and will be billed accordingly
13. **DATE OF SHIPMENT:** Shipment dates are approximate and subject to change based upon Product(s) availability, production schedules, and other prevailing conditions. Shipment date is contingent upon the receipt of approved submittals, execution of purchase order, receipt of progress payments and approved factory tests, if applicable. You must accept delivery after approval of submittals, production time and factory test approval or issue us a change to the Accepted Order that must be accepted by us in writing. . If Vaughan does not receive approval to ship equipment within 30 days from the submission of factory tests, Buyer will pay Vaughan $100 per day for storage of equipment.
14. **LONG TERM STORAGE:** We will hold Product(s) in long term storage contingent upon payment of full purchase order price less retainage. Long term storage duration, fees, and any other considerations will be evaluated on a case by case basis.
15. **YOUR ACCEPTANCE OF PRODUCT(S):** You are responsible to promptly inspect Product(s) delivered and notify us within five (5) calendar days following receipt of the Product(s) for which a claim is filed of any shortages, visible material defects or non-conformance of the Product(s) with the Accepted Order. If the equipment is damaged during transport that was arranged by Vaughan, Vaughan will file the claim with the freight carrier. Any damages will be limited to the amounts recovered by Vaughan from the freight carrier.
16. **RETURNS:** Product(s) may not be returned for any reason without authorization by us. Please refer to the "Returned Goods Authorization Policy" for further information on returns.

Vaughan Co. Inc.

TERMS & CONDITIONS OF SALE

17. **FORCE MAJEURE:** Vaughan shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations due to causes such as fire, earthquakes, flooding or other natural disasters, failure of our supplier to deliver on time, war, acts or threats of terrorism, strikes and any other circumstance outside the reasonable control of Vaughan.
18. **DAMAGES:** Vaughan is not responsible for any damages due to delays, special, indirect, consequential or punitive damages.
19. **BACK CHARGES:** You shall not charge Vaughan back charges without first receiving written approval from an authorized officer of Vaughan Co.
20. **COLLECTION CHARGES:** You shall pay all costs and expenses, including without limitation reasonable attorneys' fees and administrative charges, we incur in endeavoring to protect our rights arising out of your failure to perform your obligations to us, including without limitation any attempt to collect any amount you owe us.
21. **CONFIDENTIALITY:** Buyer shall take reasonable efforts to maintain as confidential, such items marked or identified as such by Vaughan. Such confidential information shall not include information which may have been provided to Vaughan in connection with this Agreement. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Vaughan, and all related intellectual property rights, shall remain Vaughan's property. Vaughan grants Buyer and Owner a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the work. Buyer shall not disclose any such material to third parties without Vaughan's prior written consent
22. **EAR COMPLIANCE:** If Product(s) are exported by us, we provide the following statement: "these commodities, technology or software were exported from the United States In accordance with the export Administration Regulations. Diversion contrary to U.S. law is prohibited."
23. **GOVERNING LAW:** The transactions between you and us are made in Washington State, shall be governed by the laws of Washington State, and you agree to submit exclusively to jurisdiction and venue of such state with respect to any dispute arising out of any transaction between you and us. **YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF ANY SUCH DISPUTE.**
24. **DISPUTES:** Any claim or dispute between Vaughan and Buyer, arising out of or relating to either's obligations to the other under this Contract, shall, if possible, be resolved by negotiation between Vaughan's and Buyer's designated representatives. Vaughan and Buyer each commit to seeking resolution of such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a matter cannot be resolved by the parties' designated on-site representatives, the following dispute resolution procedure shall apply:
    i. No later than thirty (30) days after the designated representatives fail to reach agreement, representatives from executive management of Seller and Contractor shall attempt to resolve the matter.
    ii. If resolution cannot be reached by the parties' executive managers, no later than thirty (30) days after the executive managers fail to reach agreement, the parties shall submit the dispute to non-binding mediation. The parties shall select a mediator that is mutually acceptable. The location of the mediation shall be in County wherein the project is located.
    iii. If resolution cannot be reached by the parties through mediation, within thirty (30) days after the mediation has concluded, either party may file a demand for arbitration. Such arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
25. **NO RIGHT OF SET-OFF:** Each Accepted Order constitutes a separate and distinct contract when accepted by us and you may not withhold payment for an invoice or offset same, in whole or in part, against sums you claim are due you by us with respect to another Accepted Order, invoice or for any other cause or reason whatsoever.
26. **INDEMNITY CLAUSE:** Any indemnification shall not include claims of, or damages resulting from the negligence, gross negligence, or willful, wanton or intentional misconduct of the parties indemnified hereunder. To the extent that conditions, acts, activities or conduct involve the contributory negligence or misconduct of you or other third parties, liability will be apportioned between the parties according to comparative fault.
27. **OUR RIGHTS ARE NOT EXCLUSIVE:** Our rights hereunder are in addition to and not in lieu of any other rights and remedies available to us at law or in equity.
28. **NOTICES:** All notices of claims or disputes given by either you or us with respect to any Communication, Accepted Order or these Terms & Conditions shall be in writing and sent by (a) first class mail with a copy by certified mail, return receipt requested, postage pre-paid, or (b) overnight delivery service, charges prepaid, and address as follows: (i) if intended for us, to our address to which a Communications was sent or an Accepted Order was placed, and (ii) if to you, at your address last known to us. Notice will be effective the first business day after notice is sent.
29. **NO OTHER TERMS ACCEPTED:** No terms or conditions, other than these Terms and Conditions, shall apply to any Accepted Order and no agreement or understanding in any way adding to or otherwise modifying these Terms and Conditions shall be binding on us unless set forth in writing and signed by an officer of Vaughan Co. Vaughan Co. is only bound to the terms of the contract/agreement/purchase order between Vaughan and Buyer. The Buyer's Prime Contract with an Owner shall not affect the contract between Vaughan and Buyer unless specifically accepted in writing by an authorized officer of Vaughan Co.
30. **COUNTERPARTS:** This Agreement may be executed in counterpart, and may be executed by way of facsimile, email or electronic signature, and if so, shall be considered an original.
31. **MISCELLANEOUS:** No waiver of any rights or remedies shall be binding on us unless set forth in a written waiver signed by us. We do not give up any of our rights or remedies if we fail or delay in seeking a remedy or if we accept a payment while there is a breach by you. Any such waiver, delay or failure by us on one occasion shall not be deemed a waiver by us of any future default by you or of any future right or remedy available to us. The Section, Paragraph and other heading in these Terms & Conditions are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision contained in these Terms and Conditions. The invalidity of enforceability of any provision in these Terms and conditions shall in no way effect the validity or enforceability of any other provision.

Unmatched Reliability

Vaughan®

VAUGHAN CO., INC. PRODUCT WARRANTY

Vaughan Co., Inc. warrants to the original purchaser/end user all pumps and pump parts manufactured by Vaughan Co. to be free from defects in workmanship or material for a period of one (1) year from date of startup or eighteen (18) months from the date of shipment from Vaughan Co., whichever occurs sooner. If during said warranty period, any pump or pump parts manufactured by Vaughan Co. prove to be defective in workmanship or material under normal use and service, and if such pump or pump parts are returned to Vaughan Co.'s factory at Montesano, WA, or to a Vaughan authorized Service Facility, transportation charges prepaid, and if the pump or pump parts are found to be defective in workmanship or material, they will be replaced or repaired by Vaughan Co. free of charge. Products repaired or replaced from the Vaughan Co. factory or a Vaughan authorized Service Facility under this warranty will be returned freight prepaid. Vaughan Co. shall not be responsible for the cost of pump or part removal and/or re-installation.

All warranty claims must be submitted in writing to Vaughan Co. not later than thirty (30) days after warranty breach occurrence. The original warranty length shall not be extended with respect to pumps or parts repaired or replaced by Vaughan Co. under this Warranty. This Warranty is voided as to pumps or parts repaired/replaced by other than Vaughan Co. or its duly authorized representatives.

Vaughan Co. shall not be liable for consequential damages of any kind and the purchaser by acceptance of delivery assumes all liability for the consequences of the use or misuse of Vaughan Co. products by the purchaser, its employees or others. Vaughan Co. will not be held responsible for travel expenses, rented equipment, outside contractor's fees, or unauthorized repair service or parts.This warranty shall not apply to any product or part of product which has been subjected to misuse, accident, negligence, operated in the dashed portion of the published pump curves, used in a manner contrary to Vaughan's printed instructions or damaged due to a defective power supply, improper electrical protection or faulty installation, maintenance, or repair. Wear caused by pumping abrasive or corrosive fluids or by cavitation is not covered under this warranty.

Equipment and accessories purchased by Vaughan Co. from outside sources which are incorporated into any Vaughan pump or any pump part are warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, which warranty, if appropriate, will be assigned by Vaughan Co. to the purchaser/end user.

THIS IS VAUGHAN CO.'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Vaughan Co. neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment with the exception of a valid Vaughan "Performance Guarantee" or "Extended Warranty," if applicable. Any other enlargement or modification of this warranty by a representative or other selling agent shall not be legally binding on Vaughan Co.

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

Wednesday, January 06, 2021

Mayor, City Council:

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Attached are the BID Summary and invoices for your review.

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Public Works Director

Headworks Pump BID Summary

8/31/2020	$ 27,560.00	TC Sales and Service	Lowest BID Received
8/31/2020	$ 28,385.00	Rockwell Engineering and Equipment	
8/23/2020	$ 28,960.00	Vaughan Company Inc	

TC Sales & Service

August 31, 2020

Mr. Andrew Abercrombie
City of Emmett

Re: Headworks Pump

Andrew –

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VAUGHAN MODEL S8K-120 SUBMERSIBLE CHOPPER PUMP - $27,560.00

- CASING AND BACK PULL-OUT PLATE : 8" Class 125 ANSI flange.
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Please let me know if you have any questions. Pump delivery is 14 weeks due to motor fabrication time.

Best regards,

CJF

Cory Firzlaff
Intermountain Sales

ROCKWELL
ENGINEERING AND EQUIPMENT

August 31, 2020

Quote: 39906

Mr. Andrew Abercrombie
City of Emmett
1478 Cascade Road
Emmett, ID 83617

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Lead Time: 18 Weeks

Thank you for the opportunity

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Rockwell Engineering & Equipment Co., Inc.
714-505-9700 Office
skip@rockwellengineering.com

Unmatched Reliability
Vaughan®
Company, Inc.

City of Emmett, WWTP
1478 Cascade Road
Emmett, ID 83617

Quote # 43775
Dated: 08/23/2020

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL

1 1 **Only Vaughan Model S8K-120**
Submersible Chopper Pump consisting of:

Casing and Backplate, cast ductile iron with 8" ANSI CL 125 discharge flange.
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Factory Start-Up Assistance:

TOTAL LIST PRICE: $28,960

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Mike Donnelly - Vaughan Co., Inc.

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Vaughan Co. Inc.

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11. **RETAINAGE:** Retainage, if applicable, is limited to 5% of the total Accepted Order price less any applicable taxes and is due at the earlier of start-up or 10 days upon owner's acceptance, however, retainage shall not exceed 120 days from the shipment of equipment.
12. **FREIGHT:** Unless otherwise stated in the purchase order or quote, freight for a single shipment is included. Additional freight cost for split-shipments will be the responsibility of the Buyer. Buyer is responsible for providing complete shipping information and requirements including, but not limited to residential delivery, lift gates, limited access, advance notice, construction/jobsite, etc. Failure to provide accurate information may result in additional shipping fees. Those fees are the responsibility of the Buyer and will be billed accordingly
13. **DATE OF SHIPMENT:** Shipment dates are approximate and subject to change based upon Product(s) availability, production schedules, and other prevailing conditions. Shipment date is contingent upon the receipt of approved submittals, execution of purchase order, receipt of progress payments and approved factory tests, if applicable. You must accept delivery after approval of submittals, production time and factory test approval or issue us a change to the Accepted Order that must be accepted by us in writing. . If Vaughan does not receive approval to ship equipment within 30 days from the submission of factory tests, Buyer will pay Vaughan $100 per day for storage of equipment.
14. **LONG TERM STORAGE:** We will hold Product(s) in long term storage contingent upon payment of full purchase order price less retainage. Long term storage duration, fees, and any other considerations will be evaluated on a case by case basis.
15. **YOUR ACCEPTANCE OF PRODUCT(S):** You are responsible to promptly inspect Product(s) delivered and notify us within five (5) calendar days following receipt of the Product(s) for which a claim is filed of any shortages, visible material defects or non-conformance of the Product(s) with the Accepted Order. If the equipment is damaged during transport that was arranged by Vaughan, Vaughan will file the claim with the freight carrier. Any damages will be limited to the amounts recovered by Vaughan from the freight carrier.
16. **RETURNS:** Product(s) may not be returned for any reason without authorization by us. Please refer to the "Returned Goods Authorization Policy" for further information on returns.

Vaughan Co. Inc.

TERMS & CONDITIONS OF SALE

17. **FORCE MAJEURE:** Vaughan shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations due to causes such as fire, earthquakes, flooding or other natural disasters, failure of our supplier to deliver on time, war, acts or threats of terrorism, strikes and any other circumstance outside the reasonable control of Vaughan.
18. **DAMAGES:** Vaughan is not responsible for any damages due to delays, special, indirect, consequential or punitive damages.
19. **BACK CHARGES:** You shall not charge Vaughan back charges without first receiving written approval from an authorized officer of Vaughan Co.
20. **COLLECTION CHARGES:** You shall pay all costs and expenses, including without limitation reasonable attorneys' fees and administrative charges, we incur in endeavoring to protect our rights arising out of your failure to perform your obligations to us, including without limitation any attempt to collect any amount you owe us.
21. **CONFIDENTIALITY:** Buyer shall take reasonable efforts to maintain as confidential, such items marked or identified as such by Vaughan. Such confidential information shall not include information which may have been provided to Vaughan in connection with this Agreement. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Vaughan, and all related intellectual property rights, shall remain Vaughan's property. Vaughan grants Buyer and Owner a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the work. Buyer shall not disclose any such material to third parties without Vaughan's prior written consent
22. **EAR COMPLIANCE:** If Product(s) are exported by us, we provide the following statement: "these commodities, technology or software were exported from the United States in accordance with the export Administration Regulations. Diversion contrary to U.S. law is prohibited."
23. **GOVERNING LAW:** The transactions between you and us are made in Washington State, shall be governed by the laws of Washington State, and you agree to submit exclusively to jurisdiction and venue of such state with respect to any dispute arising out of any transaction between you and us. **YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF ANY SUCH DISPUTE.**
24. **DISPUTES:** Any claim or dispute between Vaughan and Buyer, arising out of or relating to either's obligations to the other under this Contract, shall, if possible, be resolved by negotiation between Vaughan's and Buyer's designated representatives. Vaughan and Buyer each commit to seeking resolution of such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a matter cannot be resolved by the parties' designated on-site representatives, the following dispute resolution procedure shall apply:
    i. No later than thirty (30) days after the designated representatives fail to reach agreement, representatives from executive management of Seller and Contractor shall attempt to resolve the matter.
    ii. If resolution cannot be reached by the parties' executive managers, no later than thirty (30) days after the executive managers fail to reach agreement, the parties shall submit the dispute to non-binding mediation. The parties shall select a mediator that is mutually acceptable. The location of the mediation shall be in County wherein the project is located.
    iii. If resolution cannot be reached by the parties through mediation, within thirty (30) days after the mediation has concluded, either party may file a demand for arbitration. Such arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
25. **NO RIGHT OF SET-OFF:** Each Accepted Order constitutes a separate and distinct contract when accepted by us and you may not withhold payment for an invoice or offset same, in whole or in part, against sums you claim are due you by us with respect to another Accepted Order, invoice or for any other cause or reason whatsoever.
26. **INDEMNITY CLAUSE:** Any indemnification shall not include claims of, or damages resulting from the negligence, gross negligence, or willful, wanton or intentional misconduct of the parties indemnified hereunder. To the extent that conditions, acts, activities or conduct involve the contributory negligence or misconduct of you or other third parties, liability will be apportioned between the parties according to comparative fault.
27. **OUR RIGHTS ARE NOT EXCLUSIVE:** Our rights hereunder are in addition to and not in lieu of any other rights and remedies available to us at law or in equity.
28. **NOTICES:** All notices of claims or disputes given by either you or us with respect to any Communication, Accepted Order or these Terms & Conditions shall be in writing and sent by (a) first class mail with a copy by certified mail, return receipt requested, postage pre-paid, or (b) overnight delivery service, charges prepaid, and address as follows: (i) if intended for us, to our address to which a Communications was sent or an Accepted Order was placed, and (ii) if to you, at your address last known to us. Notice will be effective the first business day after notice is sent.
29. **NO OTHER TERMS ACCEPTED:** No terms or conditions, other than these Terms and Conditions, shall apply to any Accepted Order and no agreement or understanding in any way adding to or otherwise modifying these Terms and Conditions shall be binding on us unless set forth in writing and signed by an officer of Vaughan Co. Vaughan Co. is only bound to the terms of the contract/agreement/purchase order between Vaughan and Buyer. The Buyer's Prime Contract with an Owner shall not affect the contract between Vaughan and Buyer unless specifically accepted in writing by an authorized officer of Vaughan Co.
30. **COUNTERPARTS:** This Agreement may be executed in counterpart, and may be executed by way of facsimile, email or electronic signature, and if so, shall be considered an original.
31. **MISCELLANEOUS:** No waiver of any rights or remedies shall be binding on us unless set forth in a written waiver signed by us. We do not give up any of our rights or remedies if we fail or delay in seeking a remedy or if we accept a payment while there is a breach by you. Any such waiver, delay or failure by us on one occasion shall not be deemed a waiver by us of any future default by you or of any future right or remedy available to us. The Section, Paragraph and other heading in these Terms & Conditions are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision contained in these Terms and Conditions. The invalidity of enforceability of any provision in these Terms and conditions shall in no way effect the validity or enforceability of any other provision.

Unmatched Reliability

Vaughan®

VAUGHAN CO., INC. PRODUCT WARRANTY

Vaughan Co., Inc. warrants to the original purchaser/end user all pumps and pump parts manufactured by Vaughan Co. to be free from defects in workmanship or material for a period of one (1) year from date of startup or eighteen (18) months from the date of shipment from Vaughan Co., whichever occurs sooner. If during said warranty period, any pump or pump parts manufactured by Vaughan Co. prove to be defective in workmanship or material under normal use and service, and if such pump or pump parts are returned to Vaughan Co.'s factory at Montesano, WA, or to a Vaughan authorized Service Facility, transportation charges prepaid, and if the pump or pump parts are found to be defective in workmanship or material, they will be replaced or repaired by Vaughan Co. free of charge. Products repaired or replaced from the Vaughan Co. factory or a Vaughan authorized Service Facility under this warranty will be returned freight prepaid. Vaughan Co. shall not be responsible for the cost of pump or part removal and/or re-installation.

All warranty claims must be submitted in writing to Vaughan Co. not later than thirty (30) days after warranty breach occurrence. The original warranty length shall not be extended with respect to pumps or parts repaired or replaced by Vaughan Co. under this Warranty. This Warranty is voided as to pumps or parts repaired/replaced by other than Vaughan Co. or its duly authorized representatives.

Vaughan Co. shall not be liable for consequential damages of any kind and the purchaser by acceptance of delivery assumes all liability for the consequences of the use or misuse of Vaughan Co. products by the purchaser, its employees or others. Vaughan Co. will not be held responsible for travel expenses, rented equipment, outside contractor's fees, or unauthorized repair service or parts.This warranty shall not apply to any product or part of product which has been subjected to misuse, accident, negligence, operated in the dashed portion of the published pump curves, used in a manner contrary to Vaughan's printed instructions or damaged due to a defective power supply, improper electrical protection or faulty installation, maintenance, or repair. Wear caused by pumping abrasive or corrosive fluids or by cavitation is not covered under this warranty.

Equipment and accessories purchased by Vaughan Co. from outside sources which are incorporated into any Vaughan pump or any pump part are warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, which warranty, if appropriate, will be assigned by Vaughan Co. to the purchaser/end user.

THIS IS VAUGHAN CO.'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Vaughan Co. neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment with the exception of a valid Vaughan "Performance Guarantee" or "Extended Warranty," if applicable. Any other enlargement or modification of this warranty by a representative or other selling agent shall not be legally binding on Vaughan Co.

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

Wednesday, January 06, 2021

Mayor, City Council:

I am requesting from City Council a **MOTION to approve going to Public Hearing to propose new Water and Wastewater Connection Fees.**

Attached are the calculations for your review.

Thank you,

Clint Seamons
Public Works Director

Proposed Water and Wastewater Connection Fees

2020 Water Connection Fee Maximum: $4,828
2020 Wastewater Connection Fee Maximum: $4,065

Emmett Water System Capital Improvement Plan

ID	Item	Est. Cost (June 2015)	Est. Cost (July 2020)
	Priority 1a Improvements		-
1A	12" Transmission Line along S. Johns Ave & increase line size along S Johns Ave	$1,566,000	$1,784,000
1B	Washington Ave from Carson St to W 4th St	$997,000	$1,136,000
1C	Increase pipe diameter near Locust Booster Station	$541,000	$616,000
1D	Shadow Butte Industrial Park Standby Power	$100,000	$114,000
	Total Priority 1b (rounded)	***$3,204,000***	***$3,650,000***
	Priority 1b Improvements		-
1E	Riverside St from Washington Ave to N Johns Ave	$1,136,000	$1,294,000
1F	Upper Pressure Zone 1 Booster Station Phase 1	$716,000	$816,000
	Total Priority 1b (rounded)	***$1,852,000***	***$2,110,000***
2A	Washington to Johns - Commercial Area Line Upsizing	$432,000	$492,000
2B	W Main St from McAuliffe St to W 4th St	$283,000	$322,000
2C	Connect Loop around County Fairground	$529,000	$603,000
2D	E Park St from Washington Ave to N Mckinley Ave	$224,000	$255,000
	Total Priority 2 (rounded)	***$1,468,000***	***$1,672,000***
	Priority 3 Improvements		-
3A	N Commercial Ave from Canal St to Carson St	$259,000	$295,000
3B	S Hayes Ave from E 12th St running north	$230,000	$262,000
3C	Reconstructing Wardwell Ave Loop	$258,000	$294,000
3D	Connect Loop Across Highway 52	$72,000	$82,000
3E	Connect Meadow Drive to Shasta Drive	$68,000	$77,000
3F	Johnson Ave Line	$109,000	$124,000
3G	Connect 8-inch Lines to new main along Washington Ave	$60,000	$68,000
3H	Connect loop behind Valley Family Health Care	$53,000	$60,000
	Total Priority 3 (rounded)	***$1,109,000***	***$1,262,000***
	Future Improvements		-
FA	Upper Pressure Zone Wells and Storage Tank	$5,355,500	$6,101,000
FB	Build-out Distribution Lines	By Development	By Development
	Total Priority 4 (rounded)	***$5,356,000***	***$6,101,000***
	TOTAL	**$7,633,000**	**$8,694,000**

Emmett WWTP Capital Improvement Plan

ID#	Item	Primary Purpose(s)	Total Estimated Cost (2018)	Total Estimated Cost (2020)
Priority 1 Improvements (0-5 years)				
0.1	UV Disinfection System	Operations, Permit Compliance	Underway	Completed
1.1	Headworks Upgrade	Redundancy, Operations	$ 2,620,000	$ 2,717,000
1.2	Aeration Piping and Backup Power	Capacity, Redundancy	$ 440,000	$ 456,000
1.3	Solids Handling	Redundancy, Operations	$ 380,000	$ 394,000
	Total Priority 1 Improvements (rounded)		**$ 3,440,000**	**$ 3,570,000**
Priority 2 Improvements				
2.1	Aeration Basin and Secondary Clarifier	Capacity, Redundancy, Operations	$ 2,430,000	$ 2,520,000
2.2	Outfall Relocation	Permit Compliance	$ 1,040,000	$ 1,078,000
2.3	Post-Aeration	Capacity, Redundancy	$ 230,000	$ 239,000
2.4	Chemical Injection System	Permit Compliance	$ 310,000	$ 321,000
2.5	On-Site Hypochlorite Generation	Operations	$ 200,000	$ 207,000
	Total Priority 2 Improvements (rounded)		**$ 4,210,000**	**$ 4,370,000**
TOTAL WASTEWATER PLANT IMPROVEMENTS COSTS (rounded)			**$ 7,650,000**	**$ 7,940,000**

Emmett Wastewater Collection System
Capital Improvement Plan

Item Description	Opinion of Probable Cost (2014)	Opinion of Probable Cost (2020)
Priority 1 Improvements (by 2020)		
1.1 N Johns Ave and E Phillips St Pipe Upsizing	$520,000	$606,437
1.2 Re-route drain line out of Locust Lift Station	$9,000	$10,496
1.3 Remove Cross-Connection from Sanitary Sewer	$56,000	$65,309
1.4 Raise Manhole Rim Elevations where irrigation runoff flows into Sewer System	$44,000	$51,314
Total Priority 1 Improvements	***$629,000***	***$734,000***
2.1 Upsize Main along E 12th St from S. Moffatt Ave to Gemstone Way	$574,000	$669,413
2.2 Upgrade the capacity of Quail Run Lift Station	$182,000	$212,253
2.3 Install safety platform on lid of Twin Buttes Lift Station wet well	$4,000	$4,665
2.4 Fix Inverse Slope at 4th St and McAuliffe St	$181,000	$211,087
2.5 Fix Inverse Slope at W 3rd St and Murray Ave	$111,000	$129,451
Total Priority 2 Improvements	***$1,052,000***	***$1,227,000***
Priority 3 Improvements (by 2035)		
3.1 Realign 30" main along Cascade Road	$1,866,000	$2,176,175
3.2 Upsize line along S Pine St and Blaine St	$106,000	$123,620
3.3 Correct low slope issues along 18" line upstream of 12th St Lift Station	$396,000	$461,825
3.4 Correct low slope issues at E 3rd St and S Hayes Ave	$48,000	$55,979
3.5 Construct East Regional Lift Station and Force Main (125 gpm)	$1,150,000	$1,341,158
3.6 Upgrade the Capacity of 12th St Lift Station, Upsize Gravity Main Downstream of lift station	$520,000	$606,437
Total Priority 3 Improvements	***$4,086,000***	***$4,766,000***
Priority 4 Improvements (Beyond 2035)		
4.1 Correct Zero/Inverse Slope Issues Upstream of Hawthorne Lift Station	$229,000	$267,065
4.2 Correct Zero/Inverse Slope Issues at S Hayes Ave and E 10th St	$121,000	$141,113
4.3 Correct Zero/Inverse Slope Issues in Canal St Area	$411,000	$479,318
4.4 Correct Zero/Inverse Slope Issues at S Johns and 6th St	$134,000	$156,274
4.5 Correct Inverse Slope at Cascade St and Shasta Dr	$27,000	$31,488
Total Priority 4 Improvements	***$922,000***	***$1,076,000***
TOTAL PRIORITY IMPROVEMENTS (rounded)	**$6,689,000**	**$7,803,000**

Future Improvements Driven by Development (as required)		
F.1 Interim Lift Station Near County Fair Grounds and Force Main (1,000 gpm)	$1,652,000	$1,926,603
F.2 West Regional Lift Station and Force Main (4,000 gpm)	$4,781,000	$5,575,721
F.3 Upgrades to East Regional Lift Station (125 gpm to 1,000 gpm)	$3,714,000	$4,331,359
F.4 Gravity Sewer Extensions	By Development	By Development
Total Future Improvements	***$10,147,000***	***$11,834,000***