



CITY OF EMMETT

Bartender Permit Checklist

New Renewal

Applicant Name: Donna Jean Hauser **Date:** 10/26/2020

Application Received:

- Application Complete
- 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 (Attached to DL Copies)

Requested 10/27/20 Complete 10/28/20

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

NA FP Background Results

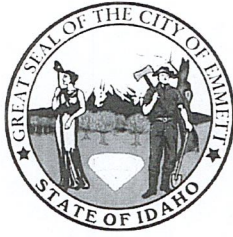
Completed by [Signature] Chief of Police [Signature]

City Clerk Approved Yes No [Signature]
City Council APPROVED _____
Official Alcohol License _____

Created _____

Mailed _____

Tracking # _____



CITY OF EMMETT

Bartender Permit Checklist

New

Renewal

Applicant Name:

Date:

Mania De la Luz Marin 10/26/2020

Application Received:

Application Complete

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 (Attached to DL Copies)

Requested 10/27/20

Complete 10/28/20

✓ A

Emmett Police Name/Records Check

✓ A

Gem County Sheriff's Name/Records Check

NA

FP Background Results

V. Lankin

Completed by

[Signature]

Chief of Police

City Clerk Approved

Yes No

[Signature]

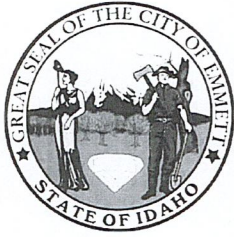
CITY COUNCIL APPROVES
Official Alcohol License

Created _____

Mailed _____

Tracking # _____

10/26
sent to P.D
cop



CITY OF EMMETT

Bartender Permit Checklist

New Renewal

Applicant Name: Alishia Rea **Date:** 10/26/2020

Application Received:

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

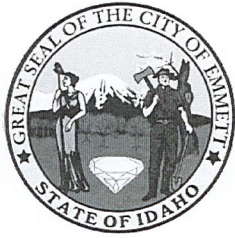
Police Department Background Check (Attached to DL Copies)

Requested 10/26/20 Complete 10/29/20

✓ Emmett Police Name/Records Check
✓ Gem County Sheriff's Name/Records Check
10/29/20 Fingerprint Background Results Received
W. Lambert Completed by [Signature] Chief of Police

City Clerk Approved Yes No [Signature]
CITY COUNCIL APPROVED
Official Alcohol License

Created _____
 Mailed _____
Tracking # _____



CITY OF EMMETT

Bartender Permit Checklist

New Renewal

Applicant Name:

Date:

ROCHELLE L RUSSELL

10/20/2020

Application Received:

- Application Complete
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)
- Background Check Results Complete (New Only)

Police Department Background Check (Attached to DL Copies)

Requested 10/21/20 Complete _____

- Emmett Police Name/Records Check
- Gem County Sheriff's Name/Records Check
- Idaho Courts Name/Records Check

NA
Vedra S. Raska
Completed by

[Signature]
Chief of Police

City Clerk Approved Yes No _____

Official Alcohol License

- Created _____
- Mailed _____
- Tracking # _____



To: Mayor Petrie, Members of the Emmett City Council
From: Anne Wescott, Galena Consulting
Date: November 5, 2020
Re: Capital Planning Briefing

I met in August with the City Council to review the draft Capital Improvement Plans (CIPs) for Emmett Police, Fire, Streets, Building/P&Z and IT. Since that time, I have facilitated two meetings with your Development Impact Fee Advisory Committee (DIFAC) made up of representatives of the development community as well as community at large. The result of the two DIFAC meetings has been a refinement of the growth projections and capital projects.

In your briefing on October 13th, I would like to review the updates to the CIPs with two things in mind:

1. Do these projects align with the vision the Mayor and Council have for future capital infrastructure? When these CIPs are adopted, they should reflect the direction of the Mayor and Council.
2. Does the City foresee an ability to pay the General Fund “share” of the cost of these projects? Ultimately, the CIP should be fiscally constrained to balance with projected available revenues.

Emmett Draft Capital Improvement Plans

Attached are updated draft CIPs for Police, Fire and Streets. These CIPs include projects needed to support the additional demands required from projected growth (impact fee-eligible), upgrades to existing facilities (not impact fee-eligible) and replacement or repair of existing infrastructure (not impact fee-eligible). Some projects are a mixture of growth and upgrade/repair/replacement. Estimated costs are based on current values; it is assumed an inflationary factor will be addressed each time the CIP is updated to reflect changes in the construction and durable goods markets.

With each CIP I have indicated the amount that can be funded from impact fee revenues, identified any other potential funding resources, and articulated the amount of funding estimated to be needed from General Funds (i.e., property taxes) over the next 10 years.

In some cases, such as some street projects and Fire Station #2, a portion of the improvement is due to growth (i.e., widening the road or adding room for additional crews and apparatus) and a portion is not (i.e., reconstruction of the existing roadway or adding already needed space). If the City of Emmett decides to adopt impact fees, and collect the growth-related share of these types of “hybrid” projects on the CIP, it will need to be able to demonstrate that it will be able to fund the non-growth-related share of those projects. I identify these amounts as a “Required” General Fund contribution.

Another discussion point related to “required” General Fund contributions is the ongoing operating costs created by growth. We can build a new fire station with impact fees, but the General Fund has to fund the firefighters, fuel for the engines, etc. We can provide space with impact fees for the additional police officers needed to support growth, but the General Fund will have to pay for the salaries of the officers.

In other cases, such as proposed upgrades or replacements of existing capital (i.e., the Police portion of the Joint Public Safety Facility, fire engine replacement or street maintenance projects), no impact fees would be collected. Therefore, no financial obligation would be created on behalf of the City. While it is important that the City acknowledge the need for these improvements and plan for them in their future budgeting, I have identified them as “Discretionary” General Fund contributions.

When we meet on October 13th, I would like to receive direction from the Mayor and Council on the degree to which I might need to “fiscally constrain” these CIPs in order to align with the General Fund’s capacity for funding the non-impact-fee-eligible portions of the capital projects as well as ongoing operational costs. One way to do this is to prioritize the projects and allow some of the projects to “drop” off the CIP for 2020-2030 onto the CIP for 2030-2040.

Mayor and Council may also wish to discuss specific projects with Department Heads to ensure there is alignment in the direction of the capital plans.

I look forward to meeting with you to discuss your capital needs and funding alternatives.

City of Emmett Police Department
DRAFT Capital Improvement Plan, 2020-2030

Type of Capital Infrastructure	Square Feet	Estimated Cost	% Attributable to Growth	Grant Funds Possible	Impact Fee Eligible	General Fund/Other Revenues
Facilities						
New Joint Public Safety Facility - Growth for 5 officers	2,500	\$ 1,000,000	100%	\$ -	\$ 1,000,000	\$ -
New Joint Public Safety Facility - Upgrade	8,500	\$ 3,400,000	0%	\$ -	\$ -	\$ 3,400,000
New Joint Public Safety Facility - Replacement	5,000	\$ 2,000,000	0%	\$ -	\$ -	\$ 2,000,000
Existing Station Repairs		\$ 35,000	0%	\$ -	\$ -	\$ 35,000
Vehicles						
Vehicles for 5 additional FTEs		\$ 300,000	100%	\$ -	\$ 300,000	\$ -
Scheduled replacement of existing Vehicles		\$ 73,440	0%	\$ -	\$ -	\$ 73,440
Equipment/Technology						
Scheduled replacement of weaponry		\$ 86,400	0%	\$ 21,600	\$ -	\$ 64,800
Scheduled replacement of less lethal Tasers		\$ 37,548	0%	\$ 1,500	\$ -	\$ 36,048
Scheduled replacement of radios		\$ 28,600	0%	\$ 5,400	\$ -	\$ 23,200
Body Camera cloud storage increase		\$ 95,000	0%	\$ -	\$ -	\$ 95,000
Records Management System Upgrades		\$ 550,000	0%	\$ -	\$ -	\$ 550,000
e-Citation Equipment (Printers & Laptops)		\$ 12,000	0%	\$ -	\$ -	\$ 12,000
Tasers/Less Lethal for additional officers		\$ 8,344	100%	\$ -	\$ 8,344	\$ -
Weaponry for additional officers		\$ 19,200	100%	\$ -	\$ 19,200	\$ -
Radios for additional officers		\$ 7,200	100%	\$ -	\$ 7,200	\$ -
		\$ 7,652,732		\$ 28,500	\$ 1,334,744	\$ 6,289,488
Impact Fee Study		\$ 8,000	100%	\$ -	\$ 8,000	\$ -
Co-Located Facility Study		\$ 25,000	100%	\$ -	\$ 25,000	\$ -
		\$ 7,685,732		\$ 28,500	\$ 1,367,744	\$ 6,289,488

Of the \$6.3 million needed from the General Fund over the next 10 years, 100% of it is discretionary. However, the Police Department has identified it as necessary to a) fund a replacement for the existing Police Station (co-located with Fire Station #2), b) replace existing vehicles and equipment, and c) acquire a Records Management System. In addition, the Council should consider the ability to fund the salaries and benefits of the 5 additional officers needed to continue the current level of service.

City of Emmett Fire Department
DRAFT Capital Improvement Plan, 2020-2030

Type of Capital Infrastructure	Square Feet	Estimated Cost	% Attributable to Growth	Portion related to 10-yr growth	Grant Funds Possible	Impact Fee Eligible 2020-2030	Impact Fee Eligible 2030-2040	General Fund/Other Revenues
Facilities								
Joint Public Safety Building/Station #2	9,000	\$ 3,600,000	50%	50%	-	\$ 900,000	\$ 900,000	\$ 1,800,000
Apparatus/Vehicles								
Additional engine for Station #2		\$ 500,000	100%		\$ 250,000	\$ 250,000	-	\$ -
Replace 1 Existing Engine		\$ 500,000	0%		\$ 250,000	-	-	\$ 250,000
Replace 2 Existing Command vehicles		\$ 100,000	0%		-	-	-	\$ 100,000
Replace 2 Existing Brush Trucks		\$ 500,000	0%		-	-	-	\$ 500,000
Equipment								
SCBA Replacement		\$ 80,000	0%		-	-	-	\$ 80,000
Thermal Imager Replacement (2)		\$ 15,000	0%		-	-	-	\$ 15,000
Extraction Equipment		\$ 30,000	0%		\$ 27,000	-	-	\$ 3,000
Hazmat Trailer Replacement		\$ 5,000	0%		-	-	-	\$ 5,000
Hose LDH		\$ 18,000	0%		-	-	-	\$ 18,000
Air Compressor		\$ 46,000	0%		\$ 23,000	-	-	\$ 23,000
		\$ 5,394,000			\$ 550,000	\$ 1,150,000	\$ 900,000	\$ 2,794,000
Impact Fee Study		\$ 8,000	100%		-	\$ 8,000	-	\$ -
TOTAL		\$ 5,402,000			\$ 550,000	\$ 1,158,000	\$ 900,000	\$ 2,794,000

Of the \$3.7 million needed from the General Fund over the next ten years (this includes "fronting" the amount that will be collected from impact fees for Station #2, and will be repaid by impact fees by 2040), \$2.7 million is required for Fire Station #2 and the remaining \$1 million is discretionary. However, the discretionary amount relates to the necessary replacement of existing apparatus and equipment and should not be deferred. In addition, the Council should consider the ability to fund the salaries and benefits of any additional firefighters needed to continue the current level of service.

City of Emmett
Streets Capital Improvement Plan, 2020-2029

Project	Year	Total Cost	Percent Impact Fee Eligible	Contributions & Exactions	Required City Match	Other Agency Costs	Amount to Include in Impact Fees	Amount from Other City Sources
Roadways & Bridges								
South John's Avenue Reconstruction - 4th to 12th	2021	\$ 3,000,000	35%	\$ -	\$ -	\$ 2,779,763	\$ 220,237	\$ -
12th Street from Substation to Regency Reconstruction/Widening	2022	\$ 1,250,000	65%	\$ -	\$ -	\$ -	\$ 812,500	\$ 437,500
Washington Avenue Mid-Block Pedestrian Crossings at 6th and 10th	2022	\$ 150,000	0%	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
Boise Avenue SH-52 to East Main Reconstruction	2022	\$ 1,100,000	35%	\$ -	\$ -	\$ -	\$ 385,000	\$ 715,000
Substation Road and 12th Street Intersection	2023	\$ 600,000	65%	\$ -	\$ -	\$ -	\$ 390,000	\$ 210,000
Reflective Traffic Signal Borders	2025	\$ 4,000	0%	\$ -	\$ -	\$ -	\$ -	\$ 4,000
East Main from South Seneca to Riggs Avenue Reconstruction	2026	\$ 735,000	45%	\$ -	\$ -	\$ -	\$ 330,750	\$ 404,250
4th Street Bridge Monte Vista Drive and Substation Road Rebuild	2026	\$ 835,000	60%	\$ -	\$ -	\$ -	\$ 501,000	\$ 334,000
SH-16 Advance Signal Countdown Warnings	2026	\$ 120,000	0%	\$ -	\$ 8,808	\$ 111,192	\$ -	\$ 8,808
Main Street Farmers Co-op Canal Bridge	2027	\$ 1,100,000	50%	\$ -	\$ -	\$ -	\$ 550,000	\$ 550,000
12th and Washington Intersection Sight Distance Improvements	2028	\$ 250,000	0%	\$ -	\$ 18,350	\$ 231,650	\$ -	\$ 18,350
4th Street from South John Avenue to Substation Road Reconstruction	2028	\$ 1,250,000	60%	\$ -	\$ -	\$ -	\$ 750,000	\$ 500,000
ADA Curb Ramp Improvements	ongoing	\$ 240,000	0%	\$ -	\$ -	\$ -	\$ -	\$ 240,000
Facilities								
City Shop/Administration Office	TBD	\$ 2,400,000	33%	\$ -	\$ -	\$ -	\$ 792,000	\$ 1,608,000
Equipment								
Additional equipment for growth - street sweeper	2025	\$ 350,000	100%	\$ -	\$ -	\$ -	\$ 350,000	\$ -
Replacement of existing equipment		\$ 441,000	0%	\$ -	\$ -	\$ -	\$ -	\$ 441,000
		\$ 13,825,000		\$ 75,000	\$ 247,395	\$ 3,122,605	\$ 5,081,487	\$ 5,545,908
Impact Fee Study		\$ 8,000	100%	\$ -	\$ -	\$ -	\$ 8,000	\$ -
Transportation Master Plan Updates		\$ 80,000	100%	\$ -	\$ -	\$ -	\$ 80,000	\$ -
		\$ 13,913,000		\$ 75,000	\$ 247,395	\$ 3,122,605	\$ 5,169,487	\$ 5,545,908

Of the \$5.5 million needed from the General Fund over the next ten years, \$3.1 million is required for the non-growth portion of 7 streets projects, and the remaining \$2.4 million is discretionary. However, the discretionary amount is related to the ongoing need to replace equipment, as well as the cost of pedestrian crossing, reflective borders, signal countdown warnings, sight distance improvements and ADA ramp improvements. These items should likely not be deferred.

City of Emmett CIP Contribution

	Required	Discrefionary	Total
Police	\$ -	\$ 6,289,488	\$ 6,289,488
Fire	\$ 2,700,000	\$ 994,000	\$ 3,694,000
Streets	\$ 3,150,750	\$ 2,395,158	\$ 5,545,908
TOTAL	\$ 5,850,750	\$ 9,678,646	\$ 15,529,396

\$ 585,075 <-- Annual amount required over 10-year CIP period

\$ 1,552,940 <-- Annual amount required and discretionary over 10-year CIP period

Note: the above amount "required" does not include the cost of any personnel.



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

Thursday, November 05, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Agreement for Professional Services to Keller Associates for Well 6 Upgrades in the amount of \$35,700.00.**

Attached is the agreement for your review.

Thank you,

Clint Seamons
Public Works Director

AGREEMENT FOR PROFESSIONAL SERVICES

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

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: Well 6 Upgrades ("Project").

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

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

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

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of \$29,900 (twenty-nine thousand nine hundred dollars) for Tasks 1-3 as described in Attachment A. The Owner will pay Consultant on a time and materials basis with an estimated budget of \$5,800 (five thousand eight hundred dollars) for Task 4 as described in Attachment A.

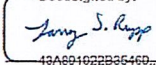
Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

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

OWNER: City of Emmett

Signature: _____
Name: _____
Title: _____
Address: 501 E. Main St
Emmett, Idaho 83617
Date: _____

CONSULTANT: Keller Associates, Inc.

DocuSigned by:
Signature: 
42A891622B3646D...
Name: Larry Rupp
Title: Principal
Address: 131 SW 5th Avenue, Suite A
Meridian, ID 83642
Date: 10/21/2020

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.
Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.
Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed \$1,000,000.

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A
for
Design, Bidding Support, and Construction Administration
for Emmett Well 6 Upgrades

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

KA #210022
Scope and Budget

ARTICLE I. Scope of Work

Project Description

The City of Emmett intends on making modifications to the Well 6 facilities and operational scheme. These modifications will change the hydraulic and electrical conditions. The Consultant has previously completed a Preliminary Engineering Report (PER) for the proposed improvements. This contract addresses services provided by the Consultant during the final design, bidding, and construction phases of the project implementation. It is noted that the scope of work is limited to the following modifications to Well 6:

1. Replace the existing vertical turbine, line-shaft pump and motor with a larger pump and motor with a target pumping rate through the water treatment plant of approximately 2,000 gpm. Upsize the well pump breaker to accommodate the new well pump. Replace soft start with VFD in pump panel. Demolition former electrical gear used by abandoned booster station. Add pressure transducer with fiber communication from well house to control panel across the street in existing control conduit. Well control will be a simple lead-lag pump designation between Well 6 and Well 9 with On/Off signal coming from the water treatment plant. City SCADA integrator will tie in Well 6 control equipment to existing City SCADA system. Control sequencing will not include well blending as part of this project.
2. No modifications will be made to the well house, disinfection facilities, and well discharge piping.

It is understood that the well pump and motor assembly will be prepurchased with quote requests from at least three suppliers. Owner will use the technical specification(s) and drawing package provided by the Consultant to solicit quotes from pump suppliers. A formal public bidding process will not be utilized. Owner will self-perform installation and construction of all the improvements. The following engineering services will be provided by the Consultant as part of this Agreement for Engineering Services.

Task 1: Project Management

- Provide project administration and regular progress reports.

Task 2: Final Design

- Prepare demolition plan, site and utility plan, building layout plan, electrical and one-line diagram plan, P&ID sheet, and detail sheets for well pump discharge line, and electrical modifications. It is contemplated the drawing package will include approximately nine sheets including cover, table of contents, legend, and general notes sheets.
- Prepare technical specifications for well pump and motor assembly only. All other specifications will be shown on drawings. No front-end bidding documents will be developed.
- Prepare 50% and 95% construction drawings to the City for review and comment.
- Technical specifications and drawings will be submitted to DEQ as a combined submittal package. The project will be funded by local funds; no funding documents are included in this scope of work.

Deliverables: 50% and 95% plans. 100% plans and technical specifications.

Assumptions: No modifications to the well hole, casing, or screen will be required to accommodate the new well pump and motor. No modifications to the building shell, disinfection system, roof, and or floor slab will be required. Actual SCADA integration and programming will be provided by City's SCADA integrator. City's integrator will indicate desired signals and I/O. No site improvements are contemplated. No surveying will be completed.

Owner Responsibilities: Review plans and specifications in a timely manner. SCADA integration, and programming.

Task 3: Bidding Support

- Owner will solicit bids from well pump equipment vendors. Consultant will respond to bidder questions.
- The Consultant personnel will evaluate bids and make a recommendation for award to the Owner.

- Review successful bidders well pump/motor submittal package. Up to one resubmittal is assumed.
- Budget assumes a single bidding process.

Task 4: Construction Support

- Consultant will provide intermittent observation and construction support. Construction support tasks may include intermittent construction observation, submittal reviews, and/or response to questions regarding design documents.

Assumptions: Budget assumes up to three site visits during construction and one site visit during startup of well facilities. Owner to coordinate observations with Consultant. Overall time and materials budget for Task 4 assumes approximately 40 consultant hours. If additional effort is needed, this will be provided as an additional service. No record drawings or O&M manual support will be furnished by Consultant.

Construction observation support is not intended to be an exhaustive check or a detailed inspection of the Owner's work but rather are to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Based on these observations, the Consultant shall endeavor to guard the Owner against deficiencies in the work. Construction observation services are intended to be supplemental to the similar observations that will be completed by the Owner on a day-to-day basis. In completing these services, it is recognized that the Owner are solely responsible for furnishing and performing the work in accordance with the contract documents

Owner Responsibilities: Furnish all materials and labor for construction. Coordination with all subcontractors and SCADA integrator. Any and all construction staking and surveying. Coordination with well pump/motor manufacturer. Secure all permits for construction.



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

Thursday, November 05, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Intergovernmental Agreement between the Idaho Transportation Department and the City of Emmett.**

Attached is the agreement for your review.

Thank you,

Clint Seamons
Public Works Director

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT
AND THE CITY OF EMMETT**

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter “the Department”, and the **CITY OF EMMETT**, hereafter “the City.” Together, the Department and the City may be referred to as “Parties.”

RECITALS

WHEREAS, the Department has jurisdiction and control over State Highway 16 and State Highway 52 and the overall State Highway System;

WHEREAS, State Highway 16 and State Highway 52 and other local components of the State Highway System are “Public facilities” as defined in Idaho Code § 67-8203(24)(c);

WHEREAS, State Highway 16 and State Highway 52 passes through the City and connects the City and its residents with the surrounding area and the greater State Highway System;

WHEREAS, the City is a “Governmental entity” as defined in Idaho Code § 67-8203(14).

WHEREAS, the City has authority under Idaho Code, Title 67, Chapter 82 to assess fees so as to plan and finance public facilities needed to serve new growth and development (see Idaho Code § 67-8202).

WHEREAS, the City as a “Governmental entity” is authorized by Idaho Code § 67-8204A to enter into an Intergovernmental Agreement with the Department for the expenditure of development impact fees.

WHEREAS, the City and the Department desire to provide for the maintenance and improvement of State Highway 16 and State Highway 52 and/or other local components of the State Highway System;

NOW THEREFORE, in consideration of the terms, conditions and promises as set forth herein, the Parties mutually agree as follows:

SECTION I That the City will:

1. Notify ITD’s Development Services Coordinator of all new development applications that require approval by the City.

*Intergovernmental Agreement
City of Emmett*

2. Assess and collect fees specifically for this Intergovernmental Agreement on a case-by-case. The mechanism for said collection will be via separate development agreements required and entered into by the City with individual private developers.
3. Maintain adequate documentation and records as to Development Contributions assessed and collected. Provide a quarterly report reflecting present status of Development Contributions (fees assessed, collected, and distributed) to the Department.
4. Maintain, in a separate, interest bearing account all Development Contributions specified in this Agreement. All interest accrued in said account, to be used for approved transportation improvements.
5. Distribute said Development Contributions to the Department when requested for use with a specific Idaho Transportation Improvement Plan (ITIP) project within the City of Emmett area of city impact.

SECTION II That the Department will:

1. Request additional information, as needed, for every City development application to make a determination of a development's proportionate share contribution.
2. Work with the city and development applicant to arrive at a reasonable and defensible proportionate share contribution.
3. Provide the City requested documentation and justification for a development's proportionate share contribution.
4. Apply the Development Contributions to the construction or improvement of State Highway 16 and State Highway 52 and/or other components of the State Highway System as agreed to in coordination with the City and within the City of Emmett area of city impact.
5. Maintain adequate documentation and records of all Development Contributions received from the City, as well as expenses paid for construction and improvements per this Intergovernmental Agreement.
6. Program projects in the Idaho Transportation Improvement Plan (ITIP), as needed to administer, design and construct projects funded by this Intergovernmental Agreement. Sidewalk improvements, as identified in ITD or the City planning documents, are not excluded from potential projects, but shall not be programmed

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City of Emmett*

as standalone projects.

7. Provide an annual report reflecting present status of Development Contributions distributed for associated projects.

SECTION III That the Parties will:

1. Mutually agree to specific State Highway System improvement(s) using Development Contributions collected under this Agreement. Said separate agreement will designate who will administer, design and construct a project, as well as identify the balance of funding needed and timing of the improvement.
2. Ensure that all funds are expended in the best interest of the tax payers of Emmett, Idaho for the greatest common good, using the basis of Mobility, Safety, and Economic Opportunity of all road users.
3. Return any unused funds to the private developer if not expended within 10 years from the date received.
4. Recognize that any funds collected under this Agreement are separate and apart from all other federal, state and local sources of revenue, and will be planned for and programmed separately, to the mutual benefit of the City and the Department.
5. Acknowledge that any development entering into a Sales Tax Anticipation Revenue (STAR) reimbursement agreement with ITD is exempt from participating in a proportionate share contribution.

GENERAL

This Intergovernmental Agreement reflects the final and complete agreement of the Parties as to the subject matter described herein. The Agreement shall become effective on the date such is fully executed, and shall remain in full force and effect until affirmatively revoked, amended or replaced upon the mutual written consent of both parties.

*Intergovernmental Agreement
City of Emmett*

EXECUTION

This Agreement is executed for the Department by the District Engineer for District 3, and executed for the City by its Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Emmett.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

CITY OF EMMETT

City Clerk

Mayor

By regular/special meeting held
on _____