

# City of Emmett Council Meeting

August 11, 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**  
Josh Williams offered the **Community Invocation**

**Council Present:** Councilor Denise Sorenson

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

**Counselor Present:** Jake Sweeten

**Staff Present:** Lyleen Jerome, Clint Seamons, Mike Knittel, Stephanie Johnson

**Staff present via telephone:** Alyce Kelley, Steve Kunka, Brian Sullivan, Curt Christensen

**Public Present:** Anne Westcott of the Galena Consulting, Eric Heringer of Public Finance Investment Banking, Piper Sandler & Co.

**Public Present via telephone:**

**Amendments to the Agenda:** Strike #9E from the Business portion of the agenda. Strike C1 from the Department/Activity Reports.

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

**Declaration of Conflicts of Interest:** Councilor Sorenson will abstain from voting on the “Chalk the Walk” event as it is her event.

**Declaration of Council Members’ Discussion Outside an Open Meeting:** None

## **PUBLIC HEARING:**

A. Mayor Petrie opened the Public Hearing for the 2020-2021 Budget Hearing at 7:06pm. City Clerk Jerome read the Proposed Budget for Fiscal Year 2020-2021. Mayor Petrie requested input from the Public three times and adjourned the Public Hearing at 7:08pm. **Councilor Henderson made a MOTION TO APPROVE THE 2020-2021 BUDGET. Seconded by Councilor Resinkin. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - AYE, COUNCILOR BUTLER - AYE, COUNCILOR WELCH - AYE, COUNCILOR SORENSON - AYE. Motion Carried**

## **ELECTED OFFICIALS:**

A. Mayor -

1. Approve Chalk the Walk 2020 – **Councilor Henderson made a MOTION TO APPROVE THE CHALK THE WALK 2020 FOR AUGUST 13<sup>TH</sup> AND 14<sup>TH</sup>. Seconded by Councilor Resinkin. 5 – AYES, 0- NOES, 1 – ABSTINION. Motion Carried.**

B. City Council -

C. Announcements and Good of the Order –

## **CONSENT AGENDA:**

A. Approval of Minutes – July 28, 2020 – Regular Council Meeting

B. Approval of Accounts Payable.

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

## **NON-CONSENT AGENDA PRESENTATION:**

A. **Capital Plan Briefing** – Anne Wescott, Galena Consulting – discussed our City’s need for a Capital Improvement Plan.

B. **Bond Refinance Update** - Eric Heringer, Public Finance Investment Banking, Piper Sandler & Co. Discussed the future bond refinance.

## **BUSINESS:**

A. City Clerk, Lyleen Jerome requests approval of Ordinance #O2020-10. **Council President Nebeker made a MOTION TO APPROVE ORDINANCE #O2020-10 AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 APPROPRIATING THE SUM OF \$8,276,739 TO DEFRAY THE EXPENSE AND LIABILITIES OF THE CITY OF EMMETT, IDAHO FOR SAID FISCAL YEAR, AUTHORIZING A LEVY OF SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSE FOR WHICH SAID APPROPRIATION IS MADE AND DISPENSE WITH THE RULE THAT THE ORDINANCE BE READ IN FULL ON THREE SEPARATE OCCASIONS AND INSTEAD BE READ BY TITLE ONLY. Seconded by Councilor Henderson. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - AYE, COUNCILOR BUTLER - AYE, COUNCILOR WELCH- AYE, COUNCILOR SORENSON - AYE. Motion Carried. Councilor Sorenson made a MOTION TO ACCEPT THE FIRST AND ONLY READING OF THE ORDINANCE #O2020-10 WITH THE MAYOR TO SIGN AND DIRECT THAT IT BE PUBLISHED IN FULL. Seconded by Councilor Welch. Roll Call Vote – COUNCIL PRESIDENT NEBEKER – AYE, COUNCILOR HENDERSON – AYE, COUNCILOR RESINKIN – AYE,**

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COUNCILOR WELCH – AYE, COUNCILOR BUTLER – AYE, COUNCILOR SORENSON – AYE. Motion Carried.

B. Police Chief, Steve Kunka requests approval of Purchase Agreement with Spillman Technologies, Inc. for Motorola Record Management. Council President Nebeker made a MOTION TO APPROVE THE PURCHASE AGREEMENT WITH SPILLMAN TECHNOLOGIES, INC. FOR MOTOROLA RECORD MANAGEMENT AND ALSO USE \$26,607 FROM THE USEABLE FUND. Seconded by Councilor Henderson. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - AYE, COUNCILOR BUTLER - AYE, COUNCILOR WELCH, COUNCILOR SORENSON - AYE. Motion Carried

C. Public Works Director, Clint Seamons requests approval of Notice of Award for 12<sup>th</sup> Street Booster Station to PumpTech, Inc. Councilor Henderson made a MOTION TO APPROVE THE NOTICE OF AWARD FOR THE 12<sup>TH</sup> STREET BOOSTER STATION TO PUMPTECH, INC IN THE AMOUNT OF \$336,110.00 AND FOR THE MAYOR TO SIGN. Seconded by Councilor Sorenson. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER - AYE, COUNCILOR SORENSON - AYE. Motion Carried

D. Public Works Director, Clint Seamons requests approval of Quitclaim Deed – Grantor Gem County Recreation District to Grantee City of Emmett. Councilor Henderson made a MOTION TO APPROVE QUITCLAIM DEED – GRANTOR GEM COUNTY RECREATION DISTRICT TO GRANTEE CITY OF EMMETT. Seconded by Council President Nebeker. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - AYE, COUNCILOR WELCH – AYE, COUNCILOR BUTLER - AYE, COUNCILOR SORENSON - AYE. Motion Carried

~~E. Approve Broadband Grant Sole Source – Systems Director, Mike Knittel~~

DEPARTMENT/ ACTIVITY REPORTS

- A. Building Official/City Planner – Brian Sullivan, Building/Zoning Administrator – No report
- B. Clerk – Lyleen Jerome, City Clerk– No report
- C. Fire – Curt Christensen, Fire Chief– No report
  - ~~1. Discussion of Command Vehicle Purchase~~
- D. Library – Alyce Kelley, Director– No report – Invited us to the 100<sup>th</sup> Anniversary of Women’s Suffrage at the Emmett Library on Tuesday August 18<sup>th</sup> from 4 – 5pm
- E. Police - Steve Kunka, Police Chief– No report
- F. Public Works – Clint Seamons, Public Works Director– No report
- G. Systems Administrator – Mike Knittel, IT Systems Director– No report
- H. Engineer

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

Meeting Adjourned at 8:52pm

\_\_\_\_\_  
Mayor Gordon Petrie

\_\_\_\_\_  
Lyleen Jerome, City Clerk

**ORDINANCE NO. O2020-10**

**AN ORDINANCE OF THE CITY OF EMMETT, GEM COUNTY, IDAHO, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2020A, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,295,745 AND A WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2020B (FEDERALLY TAXABLE), IN A PRINCIPAL AMOUNT NOT TO EXCEED \$8,940,000, FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 2012A, SERIES 2012B, SERIES 2012C, AND SERIES 2013; PROVIDING FOR THE COLLECTION AND APPLICATION OF WATER AND SEWER REVENUES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; ESTABLISHING FUNDS; PROVIDING FOR THE FORM, EXECUTION, REGISTRATION, MATURITY, AND PAYMENT OF THE BONDS; PROVIDING COVENANTS RELATING TO THE BONDS; APPROVING A FORM OF THE LOAN AGREEMENTS BETWEEN THE CITY AND THE IDAHO BOND BANK AUTHORITY FOR THE BONDS; PROVIDING FOR RELATED MATTERS; APPROVING A SUMMARY OF THIS ORDINANCE FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Emmett, Gem County, Idaho (the "City"), is a municipal corporation duly organized and operating under and pursuant to the laws of the State of Idaho; and

WHEREAS, the City owns and operates a water and sewer system (the "System") for the benefit of the residents of the City; and

WHEREAS, the City heretofore, on January 9, 2012, issued its Water and Sewer Revenue Bond, Series 2012A, in the original principal amount of \$2,770,000, the principal amount of which \$2,246,085.45 (hereinafter "Series 2012A Refunded Bond") remains outstanding; and

WHEREAS, the City heretofore, on June 21, 2012, issued its Water and Sewer Refunding Revenue Bond, Series 2012B, in the original principal amount of \$9,335,000, the principal amount of which \$7,605,000 (hereinafter "Series 2012B Refunded Bond") remains outstanding; and

WHEREAS, the City heretofore, on June 21, 2012, issued its Water and Sewer Revenue Bond, Series 2012C, in the original principal amount of \$1,100,000, the principal amount of which \$1,100,000 (hereinafter "Series 2012C Refunded Bond") remains outstanding; and

WHEREAS, the City heretofore, on June 5, 2013, issued its Water and Sewer Revenue Bond, Series 2013, in the original principal amount of \$1,000,000, the principal amount of which \$1,000,000 (hereinafter "Series 2013 Refunded Bond") remains outstanding; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City and its utility ratepayers to refund the Series 2012A, Series 2012C, and Series 2013 Refunded Bonds, and to partially refund the Series 2012B Refunded Bonds (collectively, the "Refunded Bonds") and to issue refunding bonds for that purpose; and

WHEREAS, the City is authorized by the Constitution and laws of Idaho to issue refunding bonds to refund its outstanding bonds and other obligations whenever the Mayor and Council determine that a savings or other beneficial public objective can be achieved thereby, without an approving vote of the electors of the City, and to sell such refunding bonds at private sale; and

WHEREAS, the ordinances pursuant to which the Refunded Bonds were issued reserves the right of the City to redeem the Refunded Bonds, in full, prior to maturity, upon notice as provided in said ordinance; and

WHEREAS, the Idaho Bond Bank Authority (the "Authority") is an independent body corporate and politic created and operating pursuant to Title 67, Chapter 87, Idaho Code, as amended (the "Act"), and the Authority is authorized by the Act to issue bonds for the purpose of purchasing municipal bonds, including bonds evidencing loans undertaken by municipalities for purposes authorized by law; and

WHEREAS, Section 67-8722, Idaho Code, authorizes the sale by the City of its bonds to the Authority at private sale and further authorizes the City to enter into a loan agreement for such purpose, and the Mayor and Council have determined to issue the refunding obligations of the City in the form of a single, amortized water and sewer refunding revenue bond, Series 2020A, in an aggregate principal amount not to exceed \$2,295,745 to the Authority; and

WHEREAS, Section 67-8722, Idaho Code, authorizes the sale by the City of its bonds to the Authority at private sale and further authorizes the City to enter into a loan agreement for such purpose, and the Mayor and Council have determined to issue the refunding obligations of the City in the form of a single, amortized water and sewer refunding revenue bond, Series 2020B (Federally Taxable) in an aggregate principal amount not to exceed \$8,940,000 to the Authority.

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

Section 1: DEFINITIONS

As used in this Ordinance, the following words shall have the following meanings:

Act means, collectively, Title 50, Chapter 10, Title 57, Chapters 2, 5, and 9, and Title 67, Chapter 87, Idaho Code.

Additional Bonds means any bonds issued pursuant to Section 9 of this Ordinance.

Annual Debt Service means the amount required in a given Fiscal Year of the City for the payment of the principal of and interest on the respective Bond.

Average Annual Debt Service means the average annual amount required over the term of the Bond from the time of calculation for the payment of the principal of and interest on the respective Bond.

Authority means the Idaho Bond Bank Authority, an independent body corporate and politic created and operating pursuant to Title 67, Chapter 87, Idaho Code.

Bond or Bonds means collectively, the “City of Emmett Water and Sewer Refunding Revenue Bond, Series 2020A,” herein authorized to be issued, sold, and delivered, and the “City of Emmett Water and Sewer Refunding Revenue Bond, Series 2020B (Federally Taxable)” herein authorized to be issued, sold, and delivered.

Bond Counsel means MSBT Law, Chartered, Boise, Idaho, or another attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States.

Bond Register means the registration books on which are maintained the names and addresses of the owners or nominees of the owners of the Bonds.

Bond Registrar means the bond registrar, transfer agent, and authenticating and paying agent appointed and designated in Section 6 of this Ordinance, and any successor Bond Registrar.

City means the City of Emmett, Gem County, Idaho.

City Clerk means the Clerk of the City, or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the City, or his/her successor in functions, if any.

Code means the Internal Revenue Code of 1986, as amended.

Cost of Issuance Fund means the fund created by Section 8(A) of this Bond Ordinance for the payment of the costs of issuance of the Bond.

Council means the City Council of the City.

Estimated Net Revenues means, for any current or prior Fiscal Year of the City, the estimated Revenues of the System for such year less the estimated Operation and Maintenance Expenses for such year, based upon estimates prepared by the City Engineer or an independent engineer, or an independent certified public accountant. In computing Estimated Net Revenues, Revenues of the System may be adjusted as necessary to reflect any changed schedule of rates and charges.

Fiscal Year means the annual fiscal year of the City, currently commencing on October 1 of each year and ending on September 30 of the following year.

Interest Payment Date(s) means the payment date(s) on the Bonds set forth in the applicable Loan Agreement.

Maximum Annual Debt Service means an amount equal to the greatest Annual Debt Service on the Bonds for the then-current or any future Fiscal Year of the City.

Mayor means the Mayor of the City, or his/her successor in functions, if any.

Net Revenues means Revenue of the System after the deduction of Operation and Maintenance Expenses.

Operation and Maintenance Expenses or any phrase of similar import means all reasonable and necessary current expenses of the City, (except depreciation), paid or accrued, of operating, maintaining, and repairing the System or of levying, collecting, and otherwise administering the Net Revenues for the payment of the Bond; and the term includes (except as limited by contract or otherwise limited by law) without limiting the generality of the foregoing:

- (1) Engineering, auditing, reporting, legal, and other overhead expenses of the various City departments directly relating and reasonably allocable to the administration of the System;
- (2) Fidelity bonds and property and liability insurance premiums pertaining to the System, or a reasonably allocable share of a premium of any blanket bond or policy pertaining thereto;
- (3) Payments to pension, retirement, health, and hospitalization funds and other insurance pertaining to the System;
- (4) Any taxes, assessments, excise taxes, or other charges which may be lawfully imposed on the City, the System, revenues therefrom, or any privilege in connection with their operation;
- (5) The reasonable charges of the bond registrar, fiscal or paying agent, commercial bank, trust bank, or other depository bank pertaining to the Bonds issued by the City or pertaining to the Project, if any;
- (6) Contractual services, professional services, salaries, other administrative expenses, and the cost of materials, supplies, repairs, and labor, pertaining to the issuance of the Bonds and to the ordinary operation of the System; and
- (7) All other administrative, general, and commercial expenses of the System.

Ordinance means this Ordinance No. \_\_\_\_\_, adopted on August 25, 2020.

Project means the redemption and refunding of the Refunded Bonds.

Rate Stabilization Fund means the “City of Emmett Rate Stabilization Fund” created in Section 8(I) of this Ordinance.

Record Date means in the case of each Interest Payment Date, the Bond Registrar's close of business on the fifteenth day next preceding the date on which such Interest Payment Date falls.

Refunded Bonds means the Series 2012A Refunded Bond, the Series 2012B Refunded Bond, the Series 2012C Refunded Bond, and the Series 2013 Refunded Bond.

Registered Owner means the purchaser of the Bonds and any subsequent transferee or purchaser of the Bonds.

Regulations means the Treasury Regulations issued or proposed under Section 103, Section 148, Section 149, or Section 150 of the Code (26 CFR Part 2) or other sections of the Code relating to "arbitrage bonds" or rebate, including without limitation Sections 1.148-0 through 1.148-11 and 1.150-1 of the Treasury Regulations, to the extent applicable, and includes amendments thereto or successor provisions.

Reserve Requirement means in the event that the Reserve Requirement is not waived pursuant to the Series 2020A or Series 2020B (Federally Taxable) Loan Agreements, the monies to be held by the City in the applicable Reserve Fund to secure payment of debt service on the loan and the Bonds in an amount provided by the applicable Loan Agreement, which amount shall not exceed the lesser of (i) 10% of the principal amount of the Bond, or (ii) Maximum Annual Debt Service, or (iii) 125% of Average Annual Debt Service.

Revenue Fund means the "City of Emmett Water and Sewer Revenue Fund" referred to in Sections 8(A) and 8(C) of this Ordinance.

Revenue of the System shall have the same meaning as the definition of "System Revenues" in the Series 2020A and Series 2020B (Federally Taxable) Loan Agreements.

Series 2012A Refunded Bond means the City of Emmett Water and Sewer Revenue Bond, Series 2012A, issued on January 9, 2012, in the original principal amount of \$2,770,000 pursuant to Ordinance No. 02010-7 of the City, adopted on October 12, 2010.

Series 2012B Refunded Bond means the City of Emmett Water and Sewer Refunding Revenue Bond, Series 2012B, issued on June 21, 2012, in the original principal amount of \$9,335,000 pursuant to Ordinance No. 02012-5 of the City, adopted on May 22, 2012.

Series 2012C Refunded Bond means the City of Emmett Water and Sewer Revenue Bond, Series 2012C, issued on June 21, 2012, in the original principal amount of \$1,100,000 pursuant to Ordinance No. 02012-5 of the City, adopted on May 22, 2012.

Series 2013 Refunded Bond means the City of Emmett Water and Sewer Revenue Bond, Series 2013, issued on June 5, 2013, in the original principal amount of \$1,000,000 pursuant to Ordinance No. 02013-02 of the City, adopted on April 23, 2013.

Series 2020A Bond means the "City of Emmett Water and Sewer Refunding Revenue Bond, Series 2020A," herein authorized to be issued, sold, and delivered.

Series 2020A Bond Fund means the Series 2020A Bond Fund established by Section 8(D) of this Ordinance.

Series 2020A Loan Agreement means the loan agreement between the Authority and the City, substantially in the form which is annexed hereto as Exhibit “C,” and referred to and authorized in Section 13 of the Ordinance.

Series 2020A Reserve Fund means the “City of Emmett Water and Sewer Revenue Series 2020A Bond Debt Service Reserve Fund” referred to in Section 8(F) of this Ordinance.

Series 2020B (Federally Taxable) Bond means the means the “City of Emmett Water and Sewer Refunding Revenue Bond, Series 2020B (Federally Taxable)” herein authorized to be issued, sold, and delivered.

Series 2020B (Federally Taxable) Bond Fund means the Series 2020A Bond Fund established by Section 8(E) of this Ordinance.

Series 2020B (Federally Taxable) Loan Agreement means the loan agreement between the Authority and the City, substantially in the form which is annexed hereto as Exhibit “D,” and referred to and authorized in Section 13 of the Ordinance.

Series 2020B (Federally Taxable) Reserve Fund means the “City of Emmett Water and Sewer Revenue Series 2020B (Federally Taxable) Bond Debt Service Reserve Fund” referred to in Section 8(G) of this Ordinance.

System means the combined domestic water system and the sanitary sewer system of the City, as the same now exists, including its assets, real and personal, tangible and intangible, and as it may later be added to, extended, and improved, and shall include buildings, structures, utilities, or other income producing water and sewer facilities from the operation of or in connection with which the revenues of the payment of the Bonds to be issued hereunder will be derived, and the lands pertaining thereto.

Treasurer means the Treasurer of the City, or his/her successor in functions, if any.

Treasury Regulations means the Treasury Regulations issued or proposed under Section 103, Section 148, Section 149, or Section 150 of the Code (26 CFR Part 2) or other sections of the Code relating to “arbitrage bonds” or rebate, including without limitation Sections 1.148-0 through 1.148-11 and 1.150-1 of the Treasury Regulations, to the extent applicable, and includes amendments thereto or successor provisions.

Trustee means Zions Bancorporation, National Association, or such other trustee designated by the Authority pursuant to the Master Trust Agreement and latest Supplemental Trust Agreement between the Authority and Zions Bancorporation, National Association, as such agreements may be amended from time to time (collectively the “Trust Agreement”).



Written Certificate means an instrument in writing on behalf of the City executed by an authorized officer of the City.

## Section 2: FINDINGS

The Mayor and Council hereby find, determine, and declare:

A. That the City's Refunded Bonds can be refunded at a cost saving to the benefit of the City and its utility ratepayers; that it is desirable and necessary for the benefit of the City and its utility ratepayers to refund the Refunded Bonds for the purpose of achieving a cost saving and other beneficial public objectives; and that the net proceeds of the Bonds, together with other lawfully available moneys of the City, to the extent necessary, shall be used to refund the Refunded Bonds.

B. That it is the intent of the Mayor and Council to issue the Bonds for the purpose of providing funds in an amount sufficient, together with other lawfully available funds of the City, if necessary, to refund, redeem, and retire the Refunded Bonds.

## Section 3: THE BONDS

A. The Bond, designated "City of Emmett Water and Sewer Refunding Revenue Bond, Series 2020A" (the "Series 2020A Bond"), in an aggregate principal amount not to exceed \$2,295,745, is hereby authorized to be issued, sold, and delivered pursuant to the Act. The Series 2020A Bond shall consist of a single, transferrable, amortized revenue bond, substantially in the form annexed hereto as Exhibit "A," shall be issued in fully registered form, shall be dated as of its date of delivery, and shall bear interest on its unpaid principal balance at such rate or rates, shall be payable at such times and in such amounts, and shall mature, as shall be set forth in the Series 2020A Loan Agreement.

B. The Bond, designated "City of Emmett Water and Sewer Refunding Revenue Bond, Series 2020B (Federally Taxable)" (the "Series 2020B (Federally Taxable) Bond"), in an aggregate principal amount not to exceed \$8,940,000, is hereby authorized to be issued, sold, and delivered pursuant to the Act. The Series 2020B (Federally Taxable) Bond shall consist of a single, transferrable, amortized revenue bond, substantially in the form annexed hereto as Exhibit "B," shall be issued in fully registered form, shall be dated as of its date of delivery, and shall bear interest on its unpaid principal balance at such rate or rates, shall be payable at such times and in such amounts, and shall mature, as shall be set forth in the Series 2020B (Federally Taxable) Loan Agreement.

C. The City Council hereby delegates to the Mayor and Treasurer of the City, each with the authority to act alone (hereinafter each referred to as the "Delegated Officer"), the power to make the following determinations on or before the date of the sale of the Bonds, without any requirement that the members of the City Council meet to approve such determinations, but subject to the limitations provided:

- (1) The all-in true interest cost to be borne by the Bonds, provided it does not exceed 2.50% for the Series 2020A Bond and 3.00% for the Series 2020B (Federally Taxable) Bond.
- (2) The aggregate total principal amount of the Bonds, provided the total amount does not exceed the amount of \$2,295,745 for the Series 2020A Bond and \$8,940,000 for the Series 2020B (Federally Taxable) Bond.
- (3) The number and/or series of the Bonds.
- (4) The final maturity date of the Bonds.
- (5) The dates, if any, on which, and the prices at which, the Bonds will be subject to optional redemption.
- (6) The allocation in principal amount between the Series 2020A Bond and the Series 2020B Bond. Such allocation for either Bond may be zero.
- (7) The bonds to be refunded.

#### Section 4: EXECUTION

The Bonds shall be executed by the manual signature of the Mayor, countersigned by the manual signature of the Treasurer, and attested by the manual signature of the City Clerk, and the seal of the City shall be impressed thereon.

#### Section 5: PLACE AND MANNER OF PAYMENT

Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America to the Registered Owner thereof, at the address of such Registered Owner as shown on the registration records of the City, or at such other address as shall be designated in writing to the City by the Registered Owner.

#### Section 6: BOND REGISTRAR

The Treasurer is hereby appointed as bond registrar, transfer agent and paying agent, and is herein referred to as the "Bond Registrar" for the Bonds. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds. The Bond Registrar is authorized, on behalf of the City, to carry out all of the Bond Registrar's powers and duties under this Ordinance.

The Bonds may be transferred only upon the books for the registration and transfer of bonds (the "Bond Register"), upon the surrender thereof to the Bond Registrar, together with a form of transfer duly executed by the Registered Owner or its attorney duly authorized in writing. Upon the transfer of a Bond, there shall be issued in the name of the transferee or transferees a new fully registered bond or bonds of any authorized denomination or denominations and of the same

maturity and interest rate, and of the same aggregate principal amount, as the surrendered Bond. The new bond or bonds shall bear the same date as the date of the surrendered bond, but shall bear interest from the immediately preceding interest payment date to which interest has been paid or fully provided for.

This Section is intended to provide the system of registration required by Chapter 9, Title 57, Idaho Code.

Section 7: PRE-PAYMENT; DEFEASANCE

The City shall have the option to prepay the Bonds, in whole or in part, in accordance with the prepayment provisions of the applicable Loan Agreement.

In the event that money and/or government obligations, maturing or having guaranteed redemption prices at the option of the owner at such time or times and bearing interest to be earned thereon in such amounts as are sufficient (together with any resulting cash balances) to redeem and retire part or all of the Bonds in accordance with its terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payments need be made into the applicable Bond Fund for the payment of the principal of and interest on the Bonds so provided for, and the Bonds and interest accrued thereon shall then cease to be entitled to any lien, benefit, or security of this Ordinance, except the right to receive the funds so set aside and pledged, and the Bonds and interest accrued thereon shall no longer be deemed to be outstanding hereunder.

Section 8: FUNDS AND ACCOUNTS – REDEMPTION OF REFUNDED BONDS

A. Establishment of Funds and Accounts. The following funds and accounts are created or confirmed with respect to the Bonds.

1. Series 2020A Bond Fund, to be held by the City.
2. Series 2020B (Federally Taxable) Bond Fund, to be held by the City.
3. Cost of Issuance Fund, to be held by the Trustee.
4. Series 2020A Bond Reserve Fund, if any, to be held by the City.
5. Series 2020B (Federally Taxable) Bond Reserve Fund, if any, to be held by the City.
6. Revenue Fund, to be held by the City.
7. Rate Stabilization Fund, to be held by the City.

B. Redemption of Refunded Bonds; Pledge, Etc.

1. The Series 2012A Refunded Bond is hereby called for redemption on or about October 5, 2020. Notice of such redemption shall be given as provided in the ordinance pursuant to which the Series 2012A Refunded Bond was issued. The Series 2012A Refunded Bond is being redeemed at a redemption price of par plus accrued interest to the date of redemption.
2. Proceeds of the Bonds shall be utilized for the purpose of paying and redeeming, on October 5, 2020, the outstanding principal of the Series 2012A Refunded Bond, as set forth in a Written Certificate, together with interest accrued to the date of redemption and costs of issuance.
3. The Series 2012B Refunded Bond is hereby called for redemption on September 15, 2022. Notice of such redemption shall be given as provided in the ordinance pursuant to which the Series 2012B Refunded Bond was issued. The Series 2012B Refunded Bond is being redeemed at a redemption price of par plus accrued interest to the date of redemption.
4. Proceeds of the Bonds shall be utilized for the purpose of paying and redeeming, on September 15, 2022, the outstanding principal of the Series 2012B Refunded Bond, as set forth in a Written Certificate, together with interest accrued to the date of redemption and costs of issuance.
5. The Series 2012C Refunded Bond is hereby called for redemption on September 15, 2022. Notice of such redemption shall be given as provided in the ordinance pursuant to which the Series 2012C Refunded Bond was issued. The Series 2012C Refunded Bond is being redeemed at a redemption price of par plus accrued interest to the date of redemption.
6. Proceeds of the Bonds shall be utilized for the purpose of paying and redeeming, on September 15, 2022, the outstanding principal of the Series 2012C Refunded Bond, as set forth in a Written Certificate, together with interest accrued to the date of redemption and costs of issuance.
7. The Series 2013 Refunded Bond is hereby called for redemption on September 15, 2023. Notice of such redemption shall be given as provided in the ordinance pursuant to which the Series 2013 Refunded Bond was issued. The Series 2013 Refunded Bond is being redeemed at a redemption price of par plus accrued interest to the date of redemption.
8. Proceeds of the Bonds shall be utilized for the purpose of paying and redeeming, on September 15, 2023, the outstanding principal of the Series 2013 Refunded Bond, as set forth in a Written Certificate, together with interest accrued to the date of redemption and costs of issuance.

9. Adequate funds for defeasance and redemption of the Refunded Bonds shall be deposited with Authority to be applied to the defeasance and redemption of the Refunded Bonds pursuant to the applicable Loan Agreement and the Authority's escrow agreement.

C. Revenue Fund. There has heretofore been created a special fund known as the "City of Emmett Water and Sewer Revenue Fund" (the "Revenue Fund"), which shall be maintained by the Treasurer and into which the Revenue of the System shall be deposited forthwith upon its receipt.

The Revenue of the System shall be used for payment of the following obligations in the following order of priority:

1. First Charge and Lien: the costs of Operation and Maintenance Expenses;
2. Second Charge and Lien: the principal of and interest on the Bonds, and any Additional Bonds, by payment into the applicable Bond Fund; and
3. To administer surplus funds. Funds remaining in the Revenue Fund, after having been applied to the purposes provided in this Ordinance, shall constitute surplus funds and may be used for the purposes set forth in Section 8(J) of this Ordinance.

D. Series 2020A Bond Fund. There is hereby created a special fund known as the "City of Emmett Water and Sewer Revenue Series 2020A Bond Fund" (the "Series 2020A Bond Fund"), into which shall be deposited, from Net Revenues, the following described revenues:

1. Each semiannual installment of interest and each annual installment of principal payable on the Series 2020A Bond shall be payable into the Series 2020A Bond Fund from the Revenue Fund not less than seventeen (17) days prior to each payment date, and paid from the Series 2020A Bond Fund to the Trustee for the Registered Owner not less than fifteen (15) days before each payment date. The moneys herein allocated shall be used solely to pay currently maturing installments of principal of and interest on the Series 2020A Bond.
2. Interest earnings on deposits in the Series 2020A Bond Fund shall remain in the Series 2020A Bond Fund to be used for the purposes of the Series 2020A Bond Fund.

E. Series 2020B (Federally Taxable) Bond Fund. There is hereby created a special fund known as the "City of Emmett Water and Sewer Revenue Series 2020B (Federally Taxable) Bond Fund" (the "Series 2020B (Federally Taxable) Bond Fund"), into which shall be deposited, from Net Revenues, the following described revenues:

1. Each semiannual installment of interest and each annual installment of principal payable on the Series 2020B (Federally Taxable) Bond shall be payable into the Series 2020B (Federally Taxable) Bond Fund from the Revenue Fund not less than seventeen (17) days prior to each payment date, and paid from the Series 2020B (Federally Taxable) Bond Fund to the Trustee for the Registered Owner not less than fifteen (15) days before each payment date. The moneys herein allocated shall be used solely to pay currently maturing installments of principal of and interest on the Series 2020B (Federally Taxable) Bond.
2. Interest earnings on deposits in the Series 2020B (Federally Taxable) Bond Fund shall remain in the Series 2020B (Federally Taxable) Bond Fund to be used for the purposes of the Series 2020B (Federally Taxable) Bond Fund.

F. Series 2020A Reserve Fund.

1. Deposits. There is hereby created a special fund known as the “City of Emmett Water and Sewer Revenue Series 2020A Bond Debt Service Reserve Fund” (the “Series 2020A Reserve Fund”), which in the event the Reserve Requirement is not waived pursuant to the Series 2020A Loan Agreement, shall be maintained by the Treasurer so long as the Series 2020A Bond remains outstanding, into which shall be deposited, to the extent necessary, from other funds of the City, the amount of the Reserve Requirement, which amount shall be maintained as a debt service reserve fund for the Series 2020A Bond until the Series 2020A Bond has been paid in full.
2. Deficiencies or Withdrawals. Whenever any moneys are withdrawn from the Reserve Fund to pay the principal of or interest on the Series 2020A Bond, or if a deficiency exists therein, the amount so withdrawn or the amount of such deficiency shall be restored by deposits from Net Revenues, as soon as possible, but not later than one (1) year from the date of the drawing, until the full amount of the Reserve Requirement has been restored.

G. 2020B (Federally Taxable) Reserve Fund.

1. Deposits. There is hereby created a special fund known as the “City of Emmett Water and Sewer Revenue 2020B (Federally Taxable) Bond Debt Service Reserve Fund” (the “Series 2020B (Federally Taxable) Reserve Fund”), which in the event the Reserve Requirement is not waived pursuant to the Series 2020B (Federally Taxable) Loan Agreement, shall be maintained by the Treasurer so long as the 2020B (Federally Taxable) Bond remains outstanding, into which shall be deposited, to the extent necessary, from other funds of the City, the amount of the Reserve Requirement, which

amount shall be maintained as a debt service reserve fund for the 2020B (Federally Taxable) Bond until the 2020B (Federally Taxable) Bond has been paid in full.

2. Deficiencies or Withdrawals. Whenever any moneys are withdrawn from the Reserve Fund to pay the principal of or interest on the 2020B (Federally Taxable) Bond, or if a deficiency exists therein, the amount so withdrawn or the amount of such deficiency shall be restored by deposits from Net Revenues, as soon as possible, but not later than one (1) year from the date of the drawing, until the full amount of the Reserve Requirement has been restored.

H. Cost of Issuance Fund. There is hereby established in the hands of the Trustee a separate fund designated as the “Cost of Issuance Fund.” At the time of the delivery of the Bonds, the City shall deposit into the Cost of Issuance Fund such amount as shall be required to pay the reasonable and necessary costs of issuance of the Bonds. Moneys in the Cost of Issuance Fund shall be used for the payment of costs of issuance of the Bonds. Any moneys remaining in the Cost of Issuance Fund on the date of the full and final payment of all costs of issuance of the Bonds shall be transferred to the City and deposited into the applicable Bond Fund.

I. Rate Stabilization Fund. There is hereby created a separate fund known as the “City of Emmett Rate Stabilization Fund” to be held by the City. The City may transfer funds into the Rate Stabilization Account from its Revenue Fund or any other legally available source. Such Fund may be utilized pursuant to Section 4.5 and Section 4.6 of the Series 2020A Loan Agreement and the Series 2020B (Federally Taxable) Loan Agreement.

J. Surplus Funds. Funds remaining in the Revenue Fund after having been applied to or designated funds for the purposes provided in Section 8(C) of this Ordinance shall constitute surplus funds and may be used for any of the following purposes:

1. To pay the costs of unusual or extraordinary maintenance of or repair to the System;
2. To pay the principal of and interest on any subordinate lien obligations which may have been issued to provide water and sewer facilities in or for the City;
3. To improve, extend, enlarge, or replace any water and sewer facilities;
4. To acquire or construct additional water and sewer facilities in or for the City;
5. To prepay the principal, interest, and any costs of the Bonds; and
6. For any other lawful purpose.

## Section 9: ADDITIONAL BONDS OR OTHER OBLIGATIONS

Additional Bonds or other obligations payable from Net Revenues on a parity with (but not superior to) the Bonds may be issued by the City upon compliance by the City with provisions for additional parity debt set forth in the Series 2020A and Series 2020B (Federally Taxable) Loan Agreements.

## Section 10: INVESTMENTS

Surplus funds in any of the funds set forth in this Ordinance may be invested in securities as permitted by law.

## Section 11: GENERAL COVENANTS

For the protection and security of the Bonds, it is covenanted and agreed to and with the Registered Owner of the Bonds from time to time, that the City will perform the following covenants:

A. Operate System. It will operate the System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the System may be furnished at the lowest possible cost consistent with sound economy and prudent management.

B. Good Repair. It will operate, maintain, preserve, and keep the System and every part hereof in good repair, working order, and condition.

C. Preserve Security. It will preserve and protect the security of the Bonds and the rights of the Registered Owner thereof.

D. Collect Revenues. It will collect and hold in trust the revenues and other funds pledged to the payment of the Bonds and apply such revenue or other funds only as provided in this Ordinance.

E. Service Bonds. It will pay and cause to be paid punctually the principal of the Bonds and the interest thereon on the date or dates and at the place or places and in the manner provided in the Bonds, and in accordance with this Ordinance.

F. Pay Claims. It will pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the System, or any part of said Revenue of the System, or any funds in the hands of the Treasurer, prior or superior to the lien of the Bonds or which might impair the security of the Bonds, to the end that the priority and security of the Bonds shall be fully preserved and protected.

G. Encumbrances. It will not mortgage or otherwise encumber, sell, lease, or dispose of the System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the System or any part thereof necessary to secure adequate revenues for



the payment of the principal of and interest on the Bonds, nor which would otherwise impair or impede the rights of the Registered Owner of the Bonds with respect to such revenues of the operation of the System without provisions for the retirement of the Bonds then outstanding from the proceeds thereof.

H. Insurance. It will procure and keep in force insurance upon all buildings and structures of the System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect it and the Registered Owner of the Bonds from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the System or for the payment of the Bonds issued under this Ordinance.

I. Fidelity Bonds. It will procure suitable fidelity bonds covering all of its officers and other employees charged with the operation of the System and the collection and disbursement of revenues therefrom.

J. Engineers. It will employ consulting engineers of acknowledged reputation, skill, and experience in the improvement and operation of the System for any unusual or extraordinary items of maintenance, repair, or betterments as shall be required from time to time, all reports, estimates, and recommendations of such consulting engineers to be filed with the Clerk and furnished to the Registered Owner of the Bonds issued hereunder, upon request.

K. Accounts. It will keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the System, and it will furnish complete operating and income statements upon request.

L. Delinquencies. It will not furnish water or sewer service to any customer whatsoever free of charge, and it shall not later than sixty (60) days after an account becomes delinquent, take such legal action as may be reasonable to enforce collection of any collectible delinquent account.

## Section 12: SPECIAL COVENANTS FOR THE SERIES 2020A BOND

The City further covenants and agrees:

A. In accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended (the "Code"), the Series 2020A Bond, and any serial bonds to which it may be converted, shall be issued and remain in fully registered form in order that interest thereon be excluded from gross income of the owner or owners for federal income tax purposes. The City covenants and agrees that it will take no action to permit the Series 2020A Bond, or any serial bonds to which it may be converted, to be issued in or converted to bearer or coupon form.

B. None of the proceeds of the Series 2020A Bond will be used, directly or indirectly, (i) to make or finance loans to persons or (ii) in any trade or business carried on by any person (other than as a member of the general public). For purposes of the preceding sentence, the term "person" does not include a government unit other than the United States or any agency or

instrumentality thereof, and the term “trade or business” means any activity carried on by a person other than a natural person. The City further covenants and agrees to take no action which would cause the Series 2020A Bond to become a “private activity bond,” nor will it omit to take any action necessary to prevent the Series 2020A Bond from becoming a “private activity bond,” within the meaning of Section 141 of the Code.

C. The Mayor, Clerk, and Treasurer, and other appropriate officials of the City, or any one or more of such officials, as may be appropriate, are each hereby authorized and directed to execute, on behalf of the City, such certificate or certificates as shall be necessary to establish that the Series 2020A Bond is not an “arbitrage bond” within the meaning of Section 148 of the Code and the Treasury Regulations promulgated thereunder, and to establish that interest on the Series 2020A Bond is not and will not become includable in the gross income of the Registered Owner of the Series 2020A Bond under the Code and applicable regulations. The City covenants and agrees that no use will be made of the proceeds of the Series 2020A Bond, or any funds of the City which may, pursuant to Section 148 of the Code and applicable regulations, be deemed to be proceeds of the Series 2020A Bond, which would cause the Series 2020A Bond to become an “arbitrage bond” within the meaning of Section 148 of the Code. The City further covenants to comply throughout the term of the Series 2020A Bond with the requirements of Section 148 of the Code and the regulations promulgated thereunder in order to prevent the Series 2020A Bond from becoming an “arbitrage bond.”

D. The City will comply with the information reporting requirements of Section 149(e) of the Code.

### Section 13: LOAN AGREEMENTS AND ESCROW AGREEMENT

A. The Series 2020A Loan Agreement, substantially in the form annexed hereto as Exhibit “C,” is hereby approved. The Mayor and City Clerk, or such officer’s designee, are each hereby authorized and directed, on behalf of the City, to execute and attest, respectively, and to deliver the Series 2020A Loan Agreement; provided, however, that (i) the term of the Series 2020A Loan Agreement shall end no later than January 9, 2042; (ii) the principal amount set forth in the Series 2020A Loan Agreement shall not exceed \$2,295,745; and (iii) the all-in true interest cost on the Series 2020A Bond shall not exceed 2.50%. The sale of the Series 2020A Bond to the Authority in accordance with the Series 2020A Loan Agreement is hereby approved. The City shall comply with all terms and provisions of the Series 2020A Loan Agreement, and, in the event that any provision of this Ordinance or the Bond is inconsistent with the provisions of the Series 2020A Loan Agreement, the provisions of the Series 2020A Loan Agreement shall control.

B. The Series 2020B (Federally Taxable) Loan Agreement, substantially in the form annexed hereto as Exhibit “D,” is hereby approved. The Mayor and City Clerk, or such officer’s designee, are each hereby authorized and directed, on behalf of the City, to execute and attest, respectively, and to deliver the Series 2020B (Federally Taxable) Loan Agreement; provided, however, that (i) the term of the Series 2020B (Federally Taxable) Loan Agreement shall end no later than September 15, 2042; (ii) the principal amount set forth in the Series 2020B (Federally Taxable) Loan Agreement shall not exceed \$8,940,000; and (iii) the all-in true interest cost on the Series 2020B (Federally Taxable) Bond shall not exceed 3.00%. The sale of the Series 2020B

(Federally Taxable) Bond to the Authority in accordance with the Series 2020B (Federally Taxable) Loan Agreement is hereby approved. The City shall comply with all terms and provisions of the Series 2020B (Federally Taxable) Loan Agreement, and, in the event that any provision of this Ordinance or the Series 2020B (Federally Taxable) Bond is inconsistent with the provisions of the Series 2020B (Federally Taxable) Loan Agreement, the provisions of the Series 2020B (Federally Taxable) Loan Agreement shall control.

C. The Mayor and the Clerk are hereby empowered to execute an escrow agreement, if needed, to accomplish the redemption of any or all of the Refunded Bonds as set forth in Section 8(B).

#### Section 14: AMENDMENTS

A. The City from time to time and at any time may adopt an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Ordinance, for any one or more of all of the following purposes:

1. To add to the covenants and agreements of the City in this Ordinance, other covenants and agreements thereafter to be observed, which shall not adversely affect the interest of the Registered Owner of the Bonds, or to surrender any right or power herein reserved.
2. To make such provisions for the purpose of curing any ambiguities or of curing, correcting, or supplementing any defective provisions contained in this Ordinance, or any ordinance authorizing future bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the Registered Owner of the Bonds.

Any such supplemental ordinance may be adopted without the consent of the Registered Owner of the Bonds at any time outstanding, notwithstanding any of the provisions of subsection B of this Section.

B. With the consent of the Registered Owner of not less than 75% in aggregate principal amount of the Bonds at the time outstanding, the Council may adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

1. Extend the fixed maturities of the Bonds, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, if applicable, without the consent of the Registered Owner of the Bonds so affected; or

2. Reduce the aforesaid percentage of the Registered Owner required to approve any such supplemental ordinance.

It shall not be necessary for the consent of the Registered Owner under this subsection B to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

C. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations of the City under this Ordinance and the Registered Owner of the Bonds outstanding hereunder shall thereafter be determined, exercised, and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

D. Any bond executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this Section may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds so modified as to conform, in the opinion of the Council, to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared and delivered without cost to the Registered Owner of the Bonds then outstanding, upon surrender for cancellation of the Bonds.

#### Section 15: VALIDITY OF ISSUANCE

The Bonds are issued pursuant to the Idaho Revenue Bond Act, being Idaho Code Sections 50-1027 through 50-1042. This recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance.

#### Section 16: REGISTERED OWNER'S REMEDIES - RECEIVER

By action or suit in equity, the Registered Owner or subsequent owners of the Bonds may, in the event of a material violation of any of the foregoing covenants, cause the appointment of a receiver, which receiver may enter and take possession of the System and any Net Revenues for the payment of the Bonds, prescribe fees to be derived from the System, and collect, receive, and apply all Net Revenues of other moneys pledged for the payment of the Bonds in the same manner as the City might do in accordance with the obligations of the City. In addition, the Registered Owner shall have the remedies set forth in the applicable Loan Agreement.

#### Section 17: ORDINANCE A CONTRACT

The provisions of this Ordinance shall constitute a contract between the City and the Registered Owner so long as the Bonds hereby authorized remains unpaid.

Section 18: SEVERABILITY

If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds.

Section 19: REPEALER

All other ordinances or parts thereof, to the extent inconsistent herewith, are hereby repealed and shall, to the extent of such inconsistency, have no further force or effect.

Section 20: AUTHORIZATION

The Mayor, City Clerk, and City Treasurer, or any one of such officers, as may be appropriate to the circumstances, are hereby authorized to execute, on behalf of the City, the Bonds and all such additional documents as may be necessary to effect the sale and delivery of the Bonds.

Section 21: PUBLICATION

This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon passage, approval, and publication.

DATED this 25<sup>th</sup> day of August, 2020.

CITY OF EMMETT  
Gem County, Idaho

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

( S E A L )

[FORM OF BOND]

UNITED STATES OF AMERICA

Registered  
No. One

Registered  
\$2,295,745

STATE OF IDAHO

COUNTY OF IDAHO

CITY OF EMMETT

WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2020A

THE CITY OF EMMETT, Gem County, Idaho (the "City"), for value received, promises to pay from the special fund hereinafter described and in the manner hereinafter set forth, and not otherwise, to THE IDAHO BOND BANK AUTHORITY (the "Authority"), as the registered owner hereof, the principal sum of

TWO MILLION TWO HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED FORTY-FIVE AND 00/100 DOLLARS

(\$2,295,745), together with interest on the unpaid balance of this Bond from its date or from the date of the most recent interest payment at the following rates. Said principal and interest shall be payable in accordance with the following schedule:

This Bond shall be registered as to principal and interest in the name of the original owner and any subsequent owners in a registration book in the office of the City Treasurer, who shall be the Bond Registrar. This Bond is transferable only upon said book, by notation thereon, by the registered owner hereof in person or by its attorney duly authorized in writing.

Both principal of and interest on this Bond shall be payable in lawful money of the United States of America, to the registered owner. Any owner of this Bond subsequent to its original owner is hereby placed on notice of all payment of both principal of and interest on this Bond prior to its transfer to him and all subsequent owners hereof hereby acknowledge that they have ascertained the actual unpaid principal amount of this Bond as of the date of transfer to them and hereby release the City from all obligations as to all principal and interest paid by the City prior to such date.

The City has reserved the right, at its option, to prepay the principal amount outstanding, as provided in the Loan Agreement dated as of October 1, 2020, between the City and the Authority (the "Loan Agreement").

Interest on this Bond shall cease to accrue as to the amount of principal being prepaid after the date fixed for prepayment if notice has been properly given and funds equal to the amount of prepayment have been deposited at the place of payment at that time.

This Bond is issued for the purpose of paying the costs of refunding the City's outstanding Water and Sewer Revenue Bond, Series 2013, pursuant to Idaho Code, Title 50, Chapter 10, and Title 57, Chapters 2, 5 and 9, and also pursuant to Ordinance No. \_\_\_\_ of the City, adopted on August 25, 2020 (the "Bond Ordinance"). This Bond further evidences the City's payment obligations under the Loan Agreement.

This Bond is issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly Chapter 10 of Title 50, Chapters 2, 5 and 9 of Title 57, and Title 67, Chapter 87, Idaho Code, and proceedings duly adopted and authorized by the City Council acting for and on behalf of the City, more particularly the Bond Ordinance.

Reference is hereby made to the Bond Ordinance for the covenants and declarations of the City and other terms and conditions under which this Bond and the Bonds of this issue have been issued. The covenants contained herein and in the Bond Ordinance may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Bond Ordinance.

The City and the Bond Registrar may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payments of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond does not violate any Constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, City of Emmett, Gem County, Idaho, has caused this Bond to be executed by the manual signature of the Mayor, countersigned by the manual signature of its Treasurer, and attested by the manual signature of its Clerk, and the seal of the City to be impressed hereon, as of this 5<sup>th</sup> day of October, 2020.

CITY OF EMMETT  
Gem County, Idaho

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Treasurer

ATTEST:

\_\_\_\_\_  
City Clerk  
( S E A L )

[FORM OF BOND]

UNITED STATES OF AMERICA

Registered  
No. One

Registered  
\$8,940,000

STATE OF IDAHO

COUNTY OF IDAHO

CITY OF EMMETT

WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2020B (Federally Taxable)

THE CITY OF EMMETT, Gem County, Idaho (the "City"), for value received, promises to pay from the special fund hereinafter described and in the manner hereinafter set forth, and not otherwise, to THE IDAHO BOND BANK AUTHORITY (the "Authority"), as the registered owner hereof, the principal sum of

EIGHT MILLION NINE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS

(\$8,940,000), together with interest on the unpaid balance of this Bond from its date or from the date of the most recent interest payment at the following rates. Said principal and interest shall be payable in accordance with the following schedule:

This Bond shall be registered as to principal and interest in the name of the original owner and any subsequent owners in a registration book in the office of the City Treasurer, who shall be the Bond Registrar. This Bond is transferable only upon said book, by notation thereon, by the registered owner hereof in person or by its attorney duly authorized in writing.

Both principal of and interest on this Bond shall be payable in lawful money of the United States of America, to the registered owner. Any owner of this Bond subsequent to its original owner is hereby placed on notice of all payment of both principal of and interest on this Bond prior to its transfer to him and all subsequent owners hereof hereby acknowledge that they have ascertained the actual unpaid principal amount of this Bond as of the date of transfer to them and hereby release the City from all obligations as to all principal and interest paid by the City prior to such date.

The City has reserved the right, at its option, to prepay the principal amount outstanding, as provided in the Loan Agreement dated as of October 1, 2020, between the City and the Authority (the "Loan Agreement").

Interest on this Bond shall cease to accrue as to the amount of principal being prepaid after the date fixed for prepayment if notice has been properly given and funds equal to the amount of prepayment have been deposited at the place of payment at that time.



This Bond is issued for the purpose of paying the costs of refunding the City's outstanding Water and Sewer Revenue Bonds, Series 2012A, Series 2012B, and Series 2012C, pursuant to Idaho Code, Title 50, Chapter 10, and Title 57, Chapters 2, 5 and 9, and also pursuant to Ordinance No. \_\_\_\_ of the City, adopted on August 25, 2020 (the "Bond Ordinance"). This Bond further evidences the City's payment obligations under the Loan Agreement.

This Bond is issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly Chapter 10 of Title 50, Chapters 2, 5 and 9 of Title 57, and Title 67, Chapter 87, Idaho Code, and proceedings duly adopted and authorized by the City Council acting for and on behalf of the City, more particularly the Bond Ordinance.

Reference is hereby made to the Bond Ordinance for the covenants and declarations of the City and other terms and conditions under which this Bond and the Bonds of this issue have been issued. The covenants contained herein and in the Bond Ordinance may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Bond Ordinance.

The City and the Bond Registrar may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payments of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond does not violate any Constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, City of Emmett, Gem County, Idaho, has caused this Bond to be executed by the manual signature of the Mayor, countersigned by the manual signature of its Treasurer, and attested by the manual signature of its Clerk, and the seal of the City to be impressed hereon, as of this 5<sup>th</sup> day of October, 2020.

CITY OF EMMETT  
Gem County, Idaho

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Treasurer

ATTEST:

\_\_\_\_\_  
City Clerk  
( S E A L )

**EXHIBIT C**

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LOAN AGREEMENT

Between

IDAHO BOND BANK AUTHORITY

And

CITY OF EMMETT, IDAHO

Dated as of September 1, 2020

Relating to

Idaho Bond Bank Authority  
Revenue Bonds  
Series 2020A

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**LOAN AGREEMENT**  
**Refunding**

THIS LOAN AGREEMENT, dated as of September 1, 2020, by and between the CITY OF EMMETT, IDAHO, a municipal corporation duly organized, existing and operating under the laws and Constitution of the State of Idaho and thereby a "Municipality" under the "Act" as defined below (the "Municipality"), and IDAHO BOND BANK AUTHORITY, an independent public body corporate and politic (the "Authority"),

WITNESSETH:

WHEREAS, pursuant to Idaho Code, Title 50, Chapter 10, on January 9, 2012, the Municipality issued its Water and Sewer Revenue Bond, Series 2012A (collectively the "Prior Bonds") to finance improvements to its water and sewer system and to refund certain indebtedness of the Municipality, and the Municipality intends to issue its Water and Sewer Refunding Revenue Bond, Series 2020A (the "Municipal Bond") for the purpose of currently refunding the Prior Bonds, and thereby refinance certain water and sewer facilities (the "Project") in accordance with this Loan Agreement;

WHEREAS, the Authority is an independent public body corporate and politic duly created and operating pursuant to Idaho Code, Title 67, Chapter 87 as amended or supplemented from time to time (the "Act");

WHEREAS, the Act authorizes and empowers the Authority to issue bonds for the purpose of purchasing municipal bonds, including loans undertaken by municipalities for any purpose authorized by law;

WHEREAS, the Authority intends to issue Idaho Bond Bank Authority Revenue Bonds, Series 2020A (the "Bonds");

WHEREAS, pursuant to Ordinance No. \_\_\_ adopted on August 25, 2020 (the "Bond Ordinance"), the Municipality authorized the Municipal Bond and the refunding of the Prior Bonds and delegated authority to its Delegated Officer (as defined in the Bond Ordinance) to approve the final terms and provisions of this Loan Agreement by and between the Municipality and the Authority (the "Loan Agreement"), the proceeds of such Loan to refinance the Prior Bonds;

WHEREAS, the Municipality's Delegated Officer has approved the final pricing of the Bonds and terms of the Municipal Bond;

NOW, THEREFORE, in consideration of the premises and the respective representations and covenants herein contained, the parties hereto agree as follows:

## ARTICLE I – DEFINITIONS

**Section 1.1 Definition of Terms.** Unless the context otherwise requires, the capitalized terms used in this Loan Agreement not otherwise defined herein shall have the meanings specified in Section 1.01 of the Master Trust Agreement, dated as of December 1, 2004 between the Authority and U.S. Bank National Association, as trustee which trustee was replaced by The Bank of New York Mellon Trust Company, N.A., which trustee has now been replaced by Zions Bank, a division of ZB, National Association, formerly known as Zions First National Bank (the “Trustee”), as amended relating to the Bonds (the “Master Trust Agreement”), and all supplemental trust agreements including the Thirtieth Supplemental Trust Agreement dated as of September 1, 2020 (the “Thirtieth Supplemental Trust Agreement”) by and between the Authority and the Trustee, as previously supplemented and amended or as it may from time to time be supplemented or amended as provided therein with the Master Trust Agreement and all Supplemental Trust Agreements including the Thirtieth Supplemental Trust Agreement referred to herein collectively as the “Trust Agreement.”

“Annual Debt Service” means, for any Fiscal Year, the sum of (1) the interest accruing on all Parity Debt during such Fiscal Year calculated on the basis of a 360-day year consisting of twelve 30-day months, assuming that all Parity Debt is retired as scheduled, plus (2) the principal amount (including principal due as sinking fund installment payments) allocable to all Parity Debt in such Fiscal Year.

“Annual Expense Charges” means the annual charges for Trustee fees, continuing disclosure dissemination agent fees, audit fees, rebate calculation expenses or other expenses related to the Bonds or Loan and paid by the Authority which shall be reimbursed to the Authority by the Municipality as provided in Section 3.2(a) hereof upon receipt of invoice from the Authority or Trustee as well as any late fees or charges related to continuing disclosure or audit submission.

“Authority Fee” means the one-time fee payable by the Municipality to the Authority upon issuance and delivery of the Bonds in the amount set forth in Schedule 1 equal to 1/10 of one percent (.10%) of the total debt service to be paid on the Loan. The amount of any application fee previously paid by the Municipality to the Authority may be credited against the Authority Fee.

“Authorized Municipality Representative” means the Mayor or Municipality Clerk, Finance Officer, or any such officer’s designee, or any other officer of the Municipality duly authorized by the Municipality.

“Bond Ordinance” means the Bond Ordinance as defined in the WHEREAS Clauses above.

“Certificate of the Municipality” means an instrument in writing signed by an Authorized Municipality Representative, such authorization to be evidenced by a certificate verifying the specimen signatures of such officers at the request of the Trustee.

“Consulting Engineer” means any qualified registered or licensed professional engineer practicing under the laws of the State of Idaho selected by the Municipality.

“Fiscal Year” means the fiscal year of the Municipality, beginning October 1 and ending September 30 each year.

“Generally Accepted Accounting Principles” means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

“Income Fund” means the fund by that name described in Section 4.2 hereof.

“Independent Certified Public Accountant” means any firm of certified public accountants appointed by the Municipality, which is independent of the Municipality and the Authority pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

“Issue Date” means the date of issuance of the Municipal Bond.

“Loan” means the loan of proceeds of the Bonds as described in Section 3.1 hereof.

“Maximum Annual Debt Service” means, as of any date of calculation, the largest Annual Debt Service during the period from the date of such calculation through the final maturity date of all Parity Debt.

“Municipal Bond” or “Municipal Bonds” means the revenue bond or other evidence of indebtedness issued and delivered by the Municipality to evidence the Loan as provided in Section 3.1 hereof.

“Municipality” means the City of Emmett, Idaho, a municipal corporation of the State of Idaho and thereby a “Municipality” under the Act.

“Net Proceeds” means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees) incurred in the collection of such proceeds.

“Operation and Maintenance Costs” means all reasonable and necessary current expenses of the Municipality, paid or accruing, for operating, maintaining and repairing the System, including legal and overhead expenses of the municipality directly related to the administration of the System, insurance premiums, audits, charges of depository banks and paying agents, professional services, salaries, administrative expenses, labor, and the cost of materials and supplies for current operation, but not including depreciation, legal liabilities not based on contract, the cost of improvements to the System, charges for accumulation of reserves, or payment of Parity Debt or Subordinate Obligations.

“Parity Debt” means the Repayment Installments and any Parity Obligations.

“Parity Obligation Payments” means the payments scheduled to be paid by the Municipality under and pursuant to the Parity Obligations, which payments are secured by a pledge of System Net Revenues on parity with the Repayment Installments as provided herein.

“Parity Obligations” means all obligations of the Municipality authorized and executed by the Municipality other than the Repayment Installments including prior obligations, with Parity Obligation Payments which are secured by a pledge of the System Net Revenues on parity with the Repayment Installments as provided herein.

“Prior Bonds” means the Municipality’s Water and Sewer Revenue Bond, Series 2012A.

“Project” means the improvements to the Municipality’s System as described in Exhibit A hereto being refinanced by the Municipal Bond.

“Rate Stabilization Account” means the Rate Stabilization Account established pursuant to Section 4.5 hereof.

“Repayment Amount” means the amount specified in Schedule 1 attached hereto.

“Repayment Installment” means any amount that the Municipality is required to pay directly to the Trustee pursuant to Section 3.2(a) of this Loan Agreement, as a repayment of the loan made to the Municipality under the Loan Agreement, which amount is determined in accordance with Section 4.2(a) thereof.

“Repayment Installment Date” means the dates corresponding to the Repayment Installments, as set forth in Exhibit B, however, payments must be transmitted to the Trustee at least fifteen (15) days prior to the Repayment Installment Dates on Exhibit B.

“Revenue Fund” means the fund so designated established pursuant to the Trust Agreement and held by the Trustee.

“System” means all of the Municipality’s water and sewer system, and its water and sewer facilities and properties now owned or hereafter acquired, whether situated within or without Municipality boundaries.

“System Net Revenues” means the remaining System Revenues after deducting Operation and Maintenance Expenses.

“System Revenues” means all gross income and revenue received or receivable by the Municipality from the ownership or operation of the System, determined in accordance with Generally Accepted Accounting Principles, excluding grants, hookup fees and other non recurring revenue, but including without limitation, transfers from the Rate Stabilization Account and including all fees (excluding connection fees), rates, charges and all amounts paid under any



contracts received by or owed to the Municipality in connection with the operation of the System and all proceeds of insurance relating to the System and investment income allocable to the System and all other income and revenue howsoever derived by the Municipality from the ownership, or operation of the System or arising from the System.

“Water and Sewer Revenue Fund” means the Revenue Fund established by the Bond Ordinance.

**Section 1.2 Number and Gender.** The singular form of any word used herein, including the terms defined in Section 1.01 of the Trust Agreement, shall include the plural, and vice versa. The use herein of a word of any gender shall include all genders.

**Section 1.3 Articles, Sections, Etc.** Unless otherwise specified, references to Articles, Sections and other subdivisions of this Loan Agreement are to the designated Articles, Sections and other subdivisions of this Loan Agreement as originally executed. The words “hereof,” “herein,” “hereunder” and words of similar import refer to this Loan Agreement as a whole. The headings or titles of the several articles and sections, and the table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

## ARTICLE II – REPRESENTATIONS

**Section 2.1 Representations of the Municipality.** The Municipality makes the following representations as the basis for its undertakings herein contained:

- (a) The Municipality is a municipal corporation in the State of Idaho. Under the provisions the Act, the Municipality has the power to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder. By proper action, the Municipality has authorized the Municipal Bond evidencing its obligations under this Loan Agreement in accordance with Title 50, Chapter 10 and Section 67-8722 of the Idaho Code, as amended. By proper action, the Municipality has been duly authorized to execute, deliver and duly perform this Loan Agreement.
- (b) The Municipality is not in default under any of the provisions of the laws of the State of Idaho which default would affect its existence or its powers referred to in subsection (a) of this Section 2.1.
- (c) The Municipality has found and determined and hereby finds and determines that all requirements of the Act with respect to the execution of this Loan Agreement have been complied with and that financing the Project by entering into this Loan Agreement will be in furtherance of the purposes of the Act.
- (d) The Project consists and will consist of the refinancing of the facilities described in Exhibit A hereto and the redemption of the Prior Bonds. The Municipality shall make no changes to any portion of the Project or to the operation thereof which would impair the

exemption from gross income of the interest on the Bonds or the Municipal Bond for federal income tax purposes. In particular, the Municipality shall comply with all requirements of the Tax Certificate, dated the Issue Date (the "Tax Certificate"), which is hereby incorporated by reference herein.

**Section 2.2 Representations of the Authority.** The Authority makes the following representations as the basis for its undertakings herein contained:

(a) The Authority is an independent public body corporate and politic duly formed under the laws of the State of Idaho and has the power to enter into and has duly authorized the execution and delivery of the Trust Agreement, this Loan Agreement and all other documents contemplated hereby to be executed by the Authority.

(b) The execution and delivery of the Bonds, this Loan Agreement, and the Trust Agreement and the consummation of the transactions contemplated hereby and thereby do not conflict with or constitute a breach of or default under the Act or, to the best knowledge of the Authority, under the terms and conditions of any agreement or commitment to which the Authority is a party or by which the Authority is bound.

(c) The Authority will issue, execute and deliver the Bonds upon the terms and conditions set forth in the Trust Agreement and will use a portion of proceeds of the issuance of the Bonds for the Loan to finance the Project in accordance with this Loan Agreement.

### **ARTICLE III - LOAN TO MUNICIPALITY; REPAYMENT PROVISIONS**

**Section 3.1 Loan to Municipality.** The Authority covenants and agrees, upon the terms and conditions in this Loan Agreement, to make a Loan of the amount specified in Schedule 1 attached hereto to the Municipality for the purpose of refunding the Prior Bonds which financed the Project. The Loan is based on the purchase price of the Municipal Bond at the par amount thereof plus a premium or less a discount as described in Schedule 1 hereto. Said Loan shall be disbursed as described in Schedule 1 hereto and once such funds are applied to redeem the Prior Bonds, the loan agreements for such bonds are discharged. Pursuant to said covenant and agreement, the Authority will issue the Bonds upon the same terms and conditions contained in this Loan Agreement and the Trust Agreement and will cause the Bond proceeds to be applied as provided in Article III thereof. The Municipality shall issue and sell its Municipal Bond to the Authority as evidence of its Loan obligation hereunder and the payments due on the Municipal Bond shall equal the Repayment Installments hereunder.

**Section 3.2 Repayment and Payment of Other Amounts Payable.**

(a) The Municipality covenants and agrees to pay to the Trustee the Repayment Installments together with the Annual Expense Charges and all other amounts then due hereunder on the Loan to the Municipality pursuant to Section 3.1 hereof, at least fifteen

(15) days prior to the Repayment Installment Dates as set forth in Exhibit B hereto. The Trustee shall transmit the Annual Expense Charges to the Authority.

Any amount held by the Trustee in the Revenue Fund on the Municipality's behalf on any Repayment Installment Date hereunder shall be credited against the Repayment Installment due on such date to the extent available for such purpose; and provided further that, subject to the provisions of this paragraph, if at any time the amounts held by the Trustee in the Revenue Fund on the Municipality's behalf are sufficient to pay all of the Repayment Installments, the Municipality shall be relieved of any obligation to make any further payments under the provisions of this Section. Notwithstanding the foregoing, if on any date the amount held by the Trustee in the Revenue Fund on the Municipality's behalf is insufficient to make any required Repayment Installment on any Repayment Installment Date, the Municipality shall forthwith pay such deficiency as a Repayment Installment hereunder.

**Section 3.3 Unconditional Obligation.** The obligations of the Municipality to make the payments required by Section 3.2 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Authority, and during the term of this Loan Agreement, the Municipality shall pay absolutely net the payments to be made on account of the loan as prescribed in Section 3.2 and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off; provided, that the Municipality's obligation to make payments under this Loan Agreement shall be limited to the extent of System Net Revenues and other legally available funds of the Municipality to be appropriated as needed to make the payments required under this Agreement and the Municipal Bond, but is not a general obligation of the Municipality provided that the State Intercept under Section 3.6 hereof shall apply. Until such time as the Repayment Installments shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article VIII of this Loan Agreement), the Municipality (i) will not suspend or discontinue any payments provided for in Section 3.2 hereof; (ii) will perform and observe all of its other covenants contained in this Loan Agreement; and (iii) will not terminate this Loan Agreement for any cause, including, without limitation, the occurrence of any act or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Idaho or any political subdivision of either of these, or any failure of the Authority or the Trustee to perform and observe any covenant, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement or the Trust Agreement, except to the extent permitted by this Loan Agreement.

**Section 3.4 Assignment of Authority's Rights.** As security for the payment of the Bonds, the Authority will assign to the Trustee the Authority's rights, but not its obligations, under this Loan Agreement, including the right to receive payments hereunder (except (i) the rights of the Authority to receive notices under this Loan Agreement, (ii) the right of the Authority to receive certain payments, if any, with respect to fees, expenses and indemnification and certain other purposes under this Loan Agreement, and (iii) the right of the Authority to give approvals or

consents pursuant to this Loan Agreement) and the Authority hereby directs the Municipality to make the payments required hereunder (except such payments for fees, expenses and indemnification) directly to the Trustee. The Municipality hereby assents to such assignment and agrees to pay the Repayment Installments directly to the Trustee (subject to the provisions of Section 3.2(b)) without defense or set-off by reason of any dispute between the Municipality and the Authority or the Trustee.

**Section 3.5 Amounts Remaining in Funds.** It is agreed by the parties hereto that after payment in full of (i) the Repayment Installments, or after provision for such payment shall have been made as provided in Article VIII, (ii) the fees and expenses of the Authority in accordance with this Loan Agreement, (iii) the fees, charges and expenses of the Trustee, the Registrar and Paying Agent in accordance with the Trust Agreement and this Loan Agreement and (iv) all other amounts required to be paid under this Loan Agreement and the Trust Agreement, any amounts remaining in any fund held by the Trustee under the Trust Agreement shall belong, subject to the requirements of Section 7.03 of the Trust Agreement, to the Authority and be paid to the Authority by the Trustee, provided that any earnings on payments by the Municipality to the Trustee under Section 3.2(a) prior to the Repayment Installment Dates shall be deducted from said remaining amounts and credited to the Municipality.

**Section 3.6 Timeliness Of Payments; Consent to State Intercept; Repayment.**

(a) The Municipality understands that the State intercept and repayment procedures contained in and required by Section 67-8727, Idaho Code, as amended, and as set forth herein operate as a matter of law with respect to the Loan covered by this Loan Agreement without the need for consent thereto by the Municipality. The Municipality also understands that said intercept procedures will provide funds to pay the Authority Bonds (not the Loan obligations).

(b) If the Municipality is unable to transfer all of its Repayment Installment to the Trustee at least 15 days before the Repayment Installment Date, the Municipality shall immediately notify the Trustee, the Authority and the State Treasurer by: (i) telephone; (ii) a writing sent by facsimile transmission; and (iii) a writing sent by first-class United States mail. If sufficient funds are not transferred to the Trustee for the Bonds of the Authority that are secured by this Loan Agreement at least ten (10) days before the scheduled debt service payment date of the Bonds, the Trustee shall transfer any available funds pledged to secure payment of the Bonds in sufficient amounts to make up any shortfall in the amount necessary to pay debt service on the Bonds on the scheduled payment date and deposit such amount in the debt service payment fund for those Bonds.

(c) If, as a result of the failure of the Municipality to make Repayment Installments in a timely manner, the Trustee shall transfer funds pursuant to paragraph (b) of this section to pay debt service on the Bonds or if there are not sufficient funds available pursuant to paragraph (b) of this section to make up for any shortfall in the amount necessary to pay debt service on the Bonds, at least ten (10) days before the scheduled debt service payment date of the Bonds, the Trustee shall notify the Authority and the State Treasurer by: (i)

telephone; (ii) a writing sent by facsimile transmission; and (iii) a writing sent by first-class United States mail.

(d) To the extent provided and required by Section 67-8727, Idaho Code, as amended, and upon the notice provided in subsection (c) of this section, the State Treasurer shall (i) immediately intercept to the extent permitted by law any payments available from: (A) the receipts of any payment of property taxes; or (B) sales tax moneys that would be distributed pursuant to section 63-3638, Idaho Code; or (C) liquor tax moneys that would be distributed pursuant to Section 23-404, Idaho Code, as amended; or (D) any other source of operating moneys provided by the State to the Municipality that would otherwise be paid to the Municipality by the State.

(e) If the State has made all or part of a Repayment Installment on behalf of the Municipality from moneys representing sales tax receipts transferred from the State general fund pursuant to Section 67-8716, Idaho Code, the Municipality shall: (a) reimburse all moneys drawn by the State Treasurer on its behalf; (b) pay interest to the State on all moneys paid by the State from the date the moneys are drawn to the date they are repaid at a rate not less than the average prime rate for national money center banks plus five percent (5%); and (c) pay all penalties required by the Act.

(f) The State Treasurer shall establish the reimbursement interest rate after considering the circumstances of any prior draws by the Municipality on the State, market interest and penalty rates, and the cost of funds, if any, that were required to be borrowed by the State to make Repayment Installments.

(g) The State Treasurer may, after considering the circumstances giving rise to the failure of the Municipality to make its Repayment Installments in a timely manner, impose on the Municipality a penalty of not more than five percent (5%) of the amount paid by the State for each instance in which a payment by the State is made.

(h) (i) If the State Treasurer determines that amounts obtained under this section will not reimburse the State in full within one (1) year from the State's payment of the Municipality's scheduled Repayment Installments, the State Treasurer shall, subject to clause (ii) hereof, pursue any legal action, including mandamus, against the Municipality to compel it to take any action required by the Act, including:

(1) To the extent permitted by law provide System Net Revenues or other legally available funds to pay Repayment Installments when due; and

(2) Meet its repayment obligations to the State.

(ii) In pursuing its rights under paragraph (i) of this subsection (h), the State shall have the same substantive and procedural rights as would a holder of this Loan Agreement.

- (iii) The attorney general shall assist the State Treasurer in these duties.
- (iv) The Municipality shall pay the attorney's fees, expenses and costs of the State Treasurer and the State attorney general.

#### **ARTICLE IV – SECURITY**

**Section 4.1 Pledge of System Net Revenues.** All System Net Revenues and other legally available funds of the Municipality to be appropriated as needed to make the payments required under this Loan Agreement and the Municipal Bond, are hereby irrevocably pledged to the payment of the Repayment Installments as provided herein and the System Net Revenues and such other funds shall not be used for any other purpose while any of the Repayment Installments remain unpaid; *provided* that (i) any Parity Obligations shall be paid on parity with the Repayment Installments, (ii) out of the System Net Revenues and such other funds there may be apportioned such sums for such purposes as are expressly permitted herein. This pledge, together with the pledge created by all other Parity Debt, shall constitute a first lien on System Net Revenues and, subject to application of amounts on deposit therein as permitted herein, the Income Fund and other funds and accounts created hereunder for the payment of the Repayment Installments and all other Parity Debt in accordance with the terms hereof and of the Trust Agreement.

**Section 4.2 Allocation of System Revenues.** In order to carry out and effectuate the pledge and lien contained herein, the Municipality agrees and covenants that all System Revenues shall be received by the Municipality in trust hereunder and shall be deposited when and as received in the “Water and Sewer Revenue Fund,” which is the Revenue Fund held by the Municipality, and herein designated as the “Income Fund,” which fund is hereby established and which fund the Municipality agrees and covenants to maintain and to hold separate and apart from other funds so long as any Repayment Installments remain unpaid. To the extent the Municipality has an existing fund which satisfies the foregoing requirements, then such shall be deemed to be the “Income Fund” and the Municipality shall not be required to create a new fund. The Municipality may maintain separate accounts within the Income Fund. The amounts in the Income Fund shall be invested in investments permitted by State law. Moneys in the Income Fund shall be used and applied by the Municipality as provided in this Loan Agreement.

The Municipality shall, from the moneys in the Income Fund, pay all Operation and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as such Operation and Maintenance Costs become due and payable. Thereafter, all remaining moneys in the Income Fund shall be set aside by the Municipality at the following times for the transfer to the following respective special funds in the following order of priority; and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes set forth in this Section.

- (a) Repayment Installments. Not later than fifteen (15) days prior to each Repayment Installment Date, the Municipality shall, from the moneys in the Income Fund, transfer to the Trustee the Repayment Installment due and payable on that Repayment Installment Date. The Municipality shall also, from the moneys in the Income Fund, transfer to the applicable trustee,

if any, for deposit in the respective payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other Parity Obligation Payments in accordance with the provisions of any Parity Obligation.

(b) Surplus. Moneys on deposit in the Income Fund not necessary to make any of the payments required above, may be expended by the Municipality at any time for any purpose permitted by law, including but not limited to payments with respect to Subordinate Obligations.

**Section 4.3 Additional Parity Debt.** The Municipality may at any time enter into any Parity Debt; *provided:*

(a) The Municipality shall be in compliance with all agreements, conditions, covenants and terms contained herein, and a Certificate of the Municipality to that effect shall have been filed with the Trustee;

(b) The Parity Debt shall have been duly authorized pursuant to all applicable laws;

(c) The most recent available audit of the Municipality shows that the System Net Revenues for the Fiscal Year immediately preceding the date of the resolution authorizing the Parity Debt shall have been sufficient to pay an amount representing 125% of Maximum Annual Debt Service.

(d) As an alternative to the audit report requirement in 4.3(c), the Municipality may utilize a report of the Consulting Engineer that shows that the System Net Revenues for the remainder of the projected life of the Parity Debt will be at least equal to 125% of the Maximum Annual Debt Service. In determining whether Parity Debt may be issued, the Consulting Engineer shall consider any probable increase (but not decrease) in Operation and Maintenance Costs, and there may be added to such System Net Revenues an allowance for net revenues from any improvements to the System to be made with the proceeds of such Parity Debt and also for net revenues from any improvements to the System which have been made from money from any source but which, during all or any part of such Fiscal Year, were not in service, all in an amount equal to 75% of the estimated additional average annual net revenues to be derived from each such improvement for the first 36 month period in which each such improvement is in operation.

Nothing contained in this Section shall limit the issuance of any additional obligations of the Municipality payable from the System Net Revenues and secured by a lien and charge on the System Net Revenues if, after the issuance and delivery of such additional obligations, none of the Repayment Installments shall be unpaid. Furthermore, nothing contained in this Section shall limit the issuance of any Parity Debt for the purpose of refunding Outstanding Parity Debt or for any Subordinate Obligations.

**Section 4.4 Reserve Fund Deposit** If the Municipality fails to comply with the requirements as

to System rates and charges set forth in Section 5.11 hereof or fails to maintain System Net Revenues, plus any credit from the Rate Stabilization Account in accordance with Section 4.5 and 4.6 hereof, equal to at least 150% of Annual Debt Service in any Fiscal Year and is unable to bring itself into compliance within 60 days after discovery by the Municipality of such failure, it shall immediately notify the Authority and the Trustee and shall establish from funds of the Municipality a Reserve Fund held by the Municipality funded in the amount of 2.5% of the outstanding principal balance of the Loan during the first succeeding Fiscal Year, 5.0% of the outstanding principal balance of the Loan in the second succeeding Fiscal Year, 7.5% of the outstanding principal balance of the Loan in the third succeeding Fiscal Year and 10% of outstanding principal balance of the Loan in the fourth succeeding Fiscal Year and 10% of the outstanding principal balance of the Loan for each succeeding Fiscal Year thereafter, provided that at no time shall the amount in the Reserve Fund exceed the lesser of 10% of the outstanding principal balance of the Loan, the Maximum Annual Debt Service on the Loan or 125% of the average annual debt service on the Loan (the "Reserve Requirement"). The required percentage amounts shall be fully funded by the Municipality no later than the end of the applicable Fiscal Year. Such Reserve Fund shall be drawn upon if needed to make the Repayment Installments hereunder and may, upon the election of the Municipality with 30 days prior written notice to the Authority, also secure any subsequent Parity Debt if so elected by the Municipality provided that the Reserve Requirement shall cover all Parity Debt and not just the Loan. The Municipality shall notify the Trustee of any drawing on the Reserve Fund within ten (10) days of the date of such drawing. Provided further, in the event that a drawing on the said Reserve Fund in order to make the Repayment Installments by Municipality on the Loan results in a balance in such fund lower than the Reserve Requirement, the Municipality shall replenish said account to the Reserve Requirement from System Net Revenues as soon as possible but not later than one (1) year from the date of such drawing.

**Section 4.5 Rate Stabilization Account.** The Municipality shall establish and maintain a Rate Stabilization Account. Monies in the Rate Stabilization Account may be transferred as determined from time to time by the Municipality. The Municipality may transfer funds into the Rate Stabilization Account from the Income Fund (Water and Sewer Revenue Fund) or any other legally available source. The Municipality may transfer funds into the Rate Stabilization Account or withdraw funds from the Rate Stabilization Account at any time without limitation subject to the following provisions.

(a) [Money in the Rate Stabilization Account may be withdrawn at any time and used for any purpose for which System Revenues may be used. Amounts withdrawn from the Rate Stabilization Account shall increase System Revenues for the period for which they are withdrawn, and amounts deposited in the Rate Stabilization Account shall reduce System Revenues for the period for which they are deposited.] Credits from the Rate Stabilization Account may be posted in accordance with governmental accounting practices and procedures. Credits to or from the Rate Stabilization Account may relate to a prior Fiscal Year consistent with governmental accounting practices and procedures provided that such credits occur within the first quarter following the prior Fiscal Year. Earnings on the Rate Stabilization Account shall be credited to the Income Fund



(the Water and Sewer Revenue Fund) and shall be included in the definition of System Revenues for purposes of calculating debt service coverage as set forth in Section 4.4.

(b) Unless otherwise excluded, funds withdrawn from the Rate Stabilization Account shall be included as System Net Revenues for all rate requirement purposes under Section 5.11 hereof.

**Section 4.6. Transfers from Rate Stabilization Account.** The Municipality may transfer funds from the Rate Stabilization Account to satisfy the rate requirements in Section 5.11 hereof. The Municipality may transfer funds from the Rate Stabilization Account during the current Fiscal Year or within the first quarter of the following Fiscal Year and designate that such transfer shall relate to the immediately preceding Fiscal Year and thereafter will satisfy the following rate covenant. The Municipality covenants for the benefit of the Authority and its bondholders that going forward it will, as needed, charge rates and fees in connection with operation of the System which, when combined with other System Revenues, are adequate to generate System Net Revenues (exclusive of transfers from the Rate Stabilization Account) in the current Fiscal Year at least equal to 1.25 times the Annual Bond Debt Service due in that Fiscal Year. If the System Net Revenues fail to meet this level, the Municipality will promptly increase its rates and fees or reduce expenses to a level so that System Net Revenues (exclusive of transfers from the Rate Stabilization Account) are projected to meet the required level. The Municipality will demonstrate its compliance with the provisions of this Section 4.6 by providing an officer's certificate to the Authority and the Trustee, if any, at the time of delivery of the Municipality's year-end audit stating that the Municipality is not out of compliance with Section 5.11. This officer's certificate will demonstrate the Municipality's compliance with this covenant, or the methods by which the Municipality intends to achieve compliance with this covenant. For the avoidance of doubt, unless the Trustee receives a written notification from the Municipality pursuant to Section 5.11(c) hereof, the Trustee shall not be deemed to have knowledge of any default under this Section 4.6 or Section 5.11 hereof.

## ARTICLE V - SPECIAL COVENANTS AND AGREEMENTS

**Section 5.1 Punctual Payment.** The Municipality will punctually pay all Repayment Installments in strict conformity with the terms hereof and will faithfully satisfy, observe and perform all agreements, conditions, covenants and terms hereof.

**Section 5.2 Legal Existence.** The Municipality will use all means legally available to maintain its existence.

**Section 5.3 Against Encumbrances.** The Municipality will not mortgage or otherwise encumber, pledge or place any charge upon any of the System Net Revenues except as provided herein, and will not issue any obligations secured by System Net Revenues senior to the Parity Debt; *provided*, that the Municipality may at any time issue any Subordinate Obligations.

**Section 5.4 Against Sale or Other Disposition of the System.** The Municipality will not sell or otherwise dispose of the System or any part thereof essential to the proper operation of the

System or to the maintenance of the System Net Revenues, unless the Repayment Installments have been fully paid or provision has been made therefor in accordance with Article VIII hereof. The Municipality will not enter into any lease or agreement which impairs the operation of the System or any part thereof necessary to secure adequate System Net Revenues for the payment of the Repayment Installments, or which would otherwise impair the rights of the Owners with respect to the System Net Revenues or the operation of the System.

**Section 5.5 Maintenance and Operation of System.** The Municipality agrees that as long as it owns the System it will (i) maintain, or cause to be maintained, the System in as reasonably safe condition as its operations shall permit and (ii) maintain, or cause to be maintained, the System in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs thereto and renewals and replacements thereof.

**Section 5.6 Right of Access to the System.** The Municipality agrees that during the term of this Loan Agreement, the Authority, the Trustee and the duly authorized agents of either of them shall have the right at all reasonable times during normal business hours to enter upon the site of the System to examine and inspect such System; provided, however, that this right is subject to federal and State of Idaho laws and regulations applicable to such site. The rights of access hereby reserved to the Authority and the Trustee may be exercised only after such agent shall have executed release of liability (which release shall not limit any of the Municipality's obligations hereunder) and secrecy agreements if requested by the Municipality in the form then currently used by the Municipality, and if the Trustee is the signatory, as agreed to by the Trustee, and nothing contained in this Section or in any other provision of this Loan Agreement shall be construed to entitle the Authority or the Trustee to any information or inspection involving the confidential knowledge of the Municipality.

**Section 5.7 Tax Exempt Status of Bonds.**

(a) It is the intention of the parties hereto that interest on the Bonds, shall be and remain excluded from gross income for federal income tax purposes. To that end, the covenants and agreements of the Authority and the Municipality in this Section and in the Tax Certificate are for the benefit of the Trustee and each and every person who at any time will be a holder of the Bonds. Without limiting the generality of the foregoing, the Municipality and the Authority agree that there shall be paid by the Municipality from time to time all rebate with respect to the Municipal Bonds under Section 148 of the Code and the "Municipality's Share" of all amounts required to be rebated to the United States pursuant to the rebate requirement with respect to the Bonds (the "Rebate Requirement") under Section 148 of the Code and the Tax Certificate. The "Municipality's Share" means the amount of the Rebate Requirement relating to the Bonds, determined as specified in the Tax Certificate, including (i) treating as the yield on the Municipal Bond the yield on the Authority's Series 2020A Bonds allocated to the Municipal Bond and (ii) treating any amounts held by the Authority and allocable to the Municipal Bond as proceeds of the Municipal Bond. This covenant shall survive payment in full or defeasance of the Bonds and the Municipal Bond. The Municipality specifically covenants to pay or cause to be paid for and on behalf of the Authority to the United States at the times and in the amounts

determined under Section 7.03 of the Trust Agreement the Municipality's share of the Rebate Requirement as described in the Tax Certificate and the Trust Agreement. The Authority shall not be liable to make any such payment except from funds provided by the Municipality for such purpose. In addition, the Municipality represents that it does not expect to use any fund or account other than the Income Fund, directly or indirectly, to pay principal of or interest on the Loan or the Bonds, nor is any fund or account of the Borrower, however established, other than the Income Fund as applicable, pledged as security for the Loans or the Bonds in such a manner that there is a reasonable assurance that amounts held in such funds or accounts will be available to pay debt service with respect to the Loan or the Bonds.

(b) The Authority covenants and agrees that it has not taken and will not take any action which results in interest to be paid on the Bonds being included in gross income of the holders of the Bonds for federal income tax purposes, and the Municipality covenants and agrees that it has not taken or permitted to be taken and will not take or permit to be taken any action which will cause the interest on the Bonds to become includable in gross income for federal income tax purposes. The Municipality acknowledges having read Section 7.03 of the Trust Agreement and agrees to perform all duties imposed on it by such Section, by this Section and by the Tax Certificate. Insofar as Section 7.03 of the Trust Agreement and the Tax Certificate impose duties and responsibilities on the Authority or the Municipality, they are specifically incorporated herein by reference.

(c) Notwithstanding any provision of this Section 5.7 or Section 7.03 of the Trust Agreement, if the Municipality shall provide to the Authority and the Trustee an Opinion of Bond Counsel to the effect that any specified action required under this Section 5.7 and Section 7.03 of the Trust Agreement is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Bonds or Municipal Bonds, the Municipality, the Trustee and the Authority may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants set forth in this Section 5.7 shall be deemed to be modified to that extent.

(d) The Municipality agrees to comply with the Authority's Post Issuance Tax Compliance Procedures, the current form of which is attached hereto as Exhibit E.

**Section 5.8 Notices to Trustee and Authority.** The Municipality hereby agrees to provide the Trustee and the Authority with notice of any event of which it has knowledge which, with the passage of time or the giving of notice, would be an Event of Default, such notice to include a description of the nature of such event and what steps are being taken to remedy such Event of Default.

**Section 5.9 Reporting.** The Municipality hereby covenants and agrees to provide to the Authority an Annual Surveillance Response as described in (a) below.

(a) Provision of Annual Surveillance Responses.

(i) The Municipality shall, not later than the return deadline set forth in the annual surveillance letter commencing with the annual surveillance letter (“Annual Surveillance Letter”) for the 2020 Fiscal Year and all subsequent Fiscal Years, provide to the Authority responses to an annual surveillance letter regarding the status of the Municipality’s financial condition and obligations under this Loan Agreement (the “Annual Surveillance Response”). The Annual Surveillance Response must be submitted in electronic format, accompanied by such identifying information as is prescribed by the Authority, and may include by reference other information as provided in this Loan Agreement. If the Municipality’s fiscal year changes, it shall give notice of such change to the Authority.

(ii) Failure to provide the Annual Surveillance Response to the Authority by the date set forth in the Annual Surveillance Letter may subject the Municipality to late fees in the amount as listed on Exhibit D and payment of any expenses of the Trustee or the Authority in enforcing this provision. If the Municipality has prior loans with the Authority, then those loans shall be subject to the same penalty provisions.

(iii) Authority may request any financial statements from the Borrower in writing at any time and Borrower shall provide the requested financial statements to the Authority within 15 days of receipt of the written request.

(b) Reporting of Significant Events.

(i) Pursuant to the provisions of this Section 5, the Municipality shall give or cause to be given, notice to the Authority of the occurrence of any of the following events (the “Listed Events”) with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:

(1) Principal and interest payment delinquencies.

(2) Unscheduled draws on debt service reserves reflecting financial difficulties;

(3) Unscheduled draws on credit enhancements reflecting financial difficulties;

(4) Substitution of credit or liquidity providers, or their failure to perform;

(5) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

- (6) Defeasances;
- (7) Tender offers;
- (8) Bankruptcy, insolvency, receivership or similar proceedings;
- (9) Rating changes;

(ii) Pursuant to the provisions of this Section 5, the Municipality shall give or cause to be given, notice to the Authority of the occurrence of any of the following Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event, if material:

- (1) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination.
- (2) Appointment of a successor or additional trustee or the change of the name of trustee;
- (3) Non-payment related defaults;
- (4) Modifications to the rights of the owners of the Bonds;
- (5) Bond calls;
- (6) Release, substitution or sale of property securing repayment of the Bonds.

(c) These provisions shall terminate upon the legal defeasance or discharge of this Loan Agreement in accordance with Section 8.1. If such termination occurs prior to the final maturity of the Municipal Bonds, the Municipality shall give notice of such termination in the same manner as for a Listed Event under Section 5.9(b).

(d) Additional Information. Nothing in this Section 5.9 shall be deemed to prevent the Municipality from disseminating any other information, using the means of dissemination set forth in this Section 5.9 or any other means of communication, or including any other information in any Annual Surveillance Response or notice of occurrence of a Listed Event, in addition to that which is required by this Section 5.9. If the Municipality chooses to include any information in any Annual Surveillance Response or notice of occurrence of a Listed Event in addition to that which is specifically required by this Section 5.9, the Municipality shall have no obligation under this Section 5.9 to update such information or include it in any future Annual Surveillance Response or notice of occurrence of a Listed Event.

(e) Notices. Any notices or communications to or among any of the parties to this Section 5.9 may be given at their addresses as set forth in the Trust Agreement and this Loan Agreement.

(f) If as a result of a change in circumstances, the Municipality becomes an “obligated person” as defined in the Continuing Disclosure Policy Concerning Municipal Securities adopted by the Authority, the Municipality agrees to amend this Agreement to provide for a continuing disclosure undertaking.

(g) The entering into Section 5.9 of this Loan Agreement shall not in any way waive or limit the responsibilities of the Municipality with respect to any reporting or disclosure provisions of any prior loan agreements entered into between the Authority and the Municipality including without limitation the filing of continuing disclosure reports with the Municipal Securities Rulemaking Board.

(h) Beneficiaries. This Section 5.9 shall inure solely to the benefit of the Municipality and the Authority and shall create no rights in any other person or entity.

**Section 5.10 Eminent Domain Proceeds.** If all or any part of the System shall be taken by eminent domain proceedings, the Net Proceeds realized by the Municipality therefrom shall be deposited by the Municipality with the Trustee in a special fund which the Trustee shall establish as needed in trust and applied by the Municipality to the cost of acquiring and constructing additions, betterments, extensions or improvements to the System if (A) the Municipality first secures and files with the Trustee a Certificate of the Municipality showing (i) the loss in annual System Revenues, if any, suffered, or to be suffered, by the Municipality by reason of such eminent domain proceedings, (ii) a general description of the additions, betterments, extensions or improvements to the System then proposed to be acquired and constructed by the Municipality from such proceeds, and (iii) an estimate of the additional System Revenues to be derived from such additions, betterments, extensions or improvements; and (B) the Trustee has been furnished a Certificate of the Municipality, certifying that such additional System Revenues will sufficiently offset on a timely basis the loss of System Revenues resulting from such eminent domain proceedings so that the ability of the Municipality to pay Repayment Installments when due will not be substantially impaired, and such Certificate of the Municipality shall be final and conclusive, and any balance of such Net Proceeds not required by the Municipality for such purpose shall be deposited in the Income Fund and applied as provided in Section 4.2 hereof, *provided*, that if the foregoing conditions are not met, then such Net Proceeds shall be deposited with the Trustee and applied to make Repayment Installments as they come due and Parity Obligation Payments as they shall become due; *provided further* that the foregoing procedures for the application of Net Proceeds shall be subject to any similar provisions for Parity Debt on a pro rata basis.

If such eminent domain proceedings have had no effect, or at most an immaterial effect, upon the System Revenues and the security of the Repayment Installments, and a Certificate of the Municipality to such effect has been filed with the Trustee, then the Municipality shall forthwith deposit such Net Proceeds in the Income Fund, to be applied as provided in Section 4.2 hereof.

### **Section 5.11 Amounts of Rates, Fees and Charges.**

(a) The Municipality will, at all times while any of the Repayment Installments remain unpaid, fix, prescribe and collect rates, fees and charges and manage the operation of the System for each Fiscal Year so as to yield System Revenues at least sufficient, after making reasonable allowances for contingencies and errors in the estimates, to pay the following amounts during such Fiscal Year:

- (i) All current Operation and Maintenance Costs.
- (ii) The Repayment Installments and the payments for the other Parity Debt and the payment of any Subordinate Obligations as they become due and payable.
- (iii) All payments required for compliance with the terms hereof.
- (iv) All payments to meet any other obligations of the Municipality which are charges, liens or encumbrances upon, or payable from, the System Net Revenues.

(b) In addition to the requirements of the foregoing subsection (a) of this Section, the Municipality will, at all times while any Repayment Installments remain unpaid, to the maximum extent permitted by law, fix, prescribe and collect rates, fees and charges and manage the operation of the System for each Fiscal Year, plus any credits from the Rate Stabilization Account in accordance with Sections 4.5 and 4.6 hereof, so as to yield System Net Revenues during such Fiscal Year equal to at least 125% of the Annual Debt Service in such Fiscal Year. If the Municipality is unable to meet this requirement, it will retain a Consulting Engineer to provide recommendations or adjustments to rates or modifications to operations to produce the necessary amount of System Net Revenues specified above in this Section 5.11(b) of this Loan Agreement.

(c) If Municipality shall fail to comply with Section 5.11(a) or (b) above and is unable to bring itself into compliance within sixty (60) days thereafter, it shall immediately notify the Authority and the Trustee.

The Municipality may make or permit to be made adjustments from time to time in such rates, fees and charges and may make or permit to be made such classification thereof as it deems necessary, but shall not reduce or permit to be reduced such rates, fees and charges below those then in effect unless the System Revenues from such reduced rates, fees and charges will at all times be sufficient to meet the requirements of this Section.

**Section 5.12 Enforcement of and Performance Under Contracts.** The Municipality shall enforce all material provisions of any contracts to which it is a party, an assignee, successor in interest to a party or third-party beneficiary, in any case where such contracts provide for material payments or services to be rendered to the System. Further, the Municipality will comply with, keep, observe and perform all material agreements, conditions, covenants and terms, express or

implied, required to be performed by it, contained in all contracts affecting or involving the System, to the extent that the Municipality is a party thereto.

**Section 5.13 Collection of Charges, Fees and Rates.** The Municipality will have in effect at all times rules and regulations requiring each user of the System to pay the applicable charges, fees and rates and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the Municipality will enforce the collection procedures contained in such rules and regulations.

**Section 5.14 No Free Service.** The Municipality will not permit any part of the System or any facility thereof to be used or taken advantage of free of charge by any corporation, firm or person, charitable organization, or by any public agency (including the State of Idaho and any municipality, county, public agency, political subdivision, public corporation or agency or any thereof), unless otherwise required by law or existing written agreements.

**Section 5.15 Payment of Claims.** The Municipality will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the System or upon the System Net Revenues or any part thereof, or upon any funds held by the Trustee, or which might impair the security of the Repayment Installments; *provided*, that nothing herein contained shall require the Municipality to make any such payments so long as the Municipality in good faith shall contest the validity of any such claims and such nonpayment will not materially adversely affect the Municipality's ability to perform its obligations hereunder.

**Section 5.16 Books of Record and Accounts; Financial Statements.** The Municipality will keep proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the System and the Income Fund, and upon request, which the Trustee has no duty to so request, will provide information concerning such books of record and accounts to the Trustee.

The Municipality will prepare annually, not later than one hundred eighty (180) days after the close of each Fiscal Year, so long as any Repayment Installments remain unpaid, an audited financial statement of the Municipality relating to the Income Fund and all other accounts or funds established pursuant hereto for the preceding Fiscal Year prepared by an Independent Certified Public Accountant, showing the balances in each such account or fund as of the beginning of such Fiscal Year and all deposits in and withdrawals from each such account or fund during such Fiscal Year and the balances in each such account or fund as of the end of such Fiscal Year, which audited financial statement shall include a statement as to the manner and extent to which the Municipality has complied with the provisions hereof. Failure to furnish said audited financial statements within said time may subject the Municipality to late charges by the Authority. The Municipality will furnish a copy of such audited financial statement to the Trustee upon request, and will furnish such reasonable number of copies thereof to investment bankers, security dealers and others interested in the Bonds.

**Section 5.17 Payment of Taxes and Other Charges and Compliance With Governmental Regulations.** The Municipality will pay and discharge all taxes, service charges, assessments and



other governmental charges which may hereafter be lawfully imposed upon the System or any properties owned by the Municipality, or upon the System Revenues, when the same shall become due; *provided*, that nothing herein contained shall require the Municipality to make any such payments so long as the Municipality in good faith shall contest the validity of any such taxes, service charges, assessments or other governmental charges and such nonpayment will not materially adversely affect the Municipality's ability to perform its obligations hereunder.

The Municipality will duly comply with all applicable State, federal and local statutes and all valid regulations and requirements of any governmental authority relative to the operation of the System or any part thereof, but the Municipality shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith and such noncompliance will not materially adversely affect the Municipality's ability to perform its obligations hereunder.

**Section 5.18 Maintenance of Insurance.** The Municipality agrees to maintain fire and extended coverage insurance on the System in such minimum amounts as are reasonable and prevalent for similar municipalities and systems in the State of Idaho and worker's compensation coverage on all full-time employees working on, in, near or about the System in accordance with applicable State laws. The Municipality may self-insure against such risks. The Municipality shall provide evidence of such insurance to the Authority or the Trustee, respectively, upon written request of either the Authority or the Trustee which the Trustee has no duty to so request.

**Section 5.19 Delivery of Closing Documents.** The Municipality agrees to execute and deliver on the Closing Date the certificates attached hereto as Exhibit C.

**Section 5.20 Authority Fees.** The Municipality is paying to the Authority an Application Fee of \$500.00 which may be credited against the Authority Fee. The Municipality shall pay to the Authority the Authority Fee at the closing of the Loan and Annual Expense Charges each year.

## ARTICLE VI - EVENTS OF DEFAULT AND REMEDIES

**Section 6.1 Events of Default.** Any one of the following which occurs and continues shall constitute an Event of Default pursuant to this Loan Agreement:

- (a) failure by the Municipality to transmit to the Trustee any Repayment Installment by the 15th day prior to the respective Repayment Installment Date; or
- (b) failure of the Municipality to observe and perform any covenant, condition or agreement on its part required to be observed or performed by this Loan Agreement, other than making the payments referred to in (a) above, which continues for a period of sixty (60) days after written notice, which notice shall specify such failure and request that it be remedied, given to the Municipality by the Authority or the Trustee, unless the Authority and the Trustee (at the direction of the Authority) shall agree in writing to an extension of such time; provided, however, that if the failure stated in the notice cannot be corrected within such period, the Authority and the Trustee (at the direction of the Authority) will

not unreasonably withhold their consent to an extension of such time if corrective action is instituted within such period and diligently pursued until the default is corrected.

The provisions of subsection (b) of this Section are subject to the limitation that the Municipality shall not be deemed in default if and so long as the Municipality is unable to carry out its agreements hereunder by reason of strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of Idaho or any of their departments, agencies, or officials, or any civil or military authority; insurrections, riots, epidemics, landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Municipality; it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Municipality, and the Municipality shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Municipality, unfavorable to the Municipality. This limitation shall not apply to any default under subsection (a) of this Section.

**Section 6.2 Remedies On Default.** Whenever any Event of Default shall have occurred and shall continue, the following remedies may be pursued with respect to the Trustee, subject to its rights and protections under the Trust Agreement:

- (a) The Trustee shall have access to and the right to inspect, examine and make copies of the books and records and any and all accounts and data of the Municipality.
- (b) The Authority or the Trustee may take whatever action at law or in equity as may be necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Municipality under this Loan Agreement including without limitation taking the actions under Section 3.6 hereof.

In case the Trustee or the Authority shall have proceeded to enforce its rights under this Loan Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Authority, then, and in every such case, the Municipality, the Trustee and the Authority shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Municipality, the Trustee and the Authority shall continue as though no such action had been taken (provided, however, that any settlement of such proceedings duly entered into by the Authority, the Trustee or the Municipality shall not be disturbed by reason of this provision).

In case the Municipality shall fail forthwith to pay amounts due by reason of this Section 6.2 upon demand of the Trustee, the Trustee shall be entitled and empowered to institute any action or proceeding at law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any

such judgment or final decree against the Municipality and collect in the manner provided by law the moneys adjudged or decreed to be payable.

In case proceedings shall be pending for the bankruptcy or for the reorganization of the Municipality under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Municipality or in the case of any other similar judicial proceedings relative to the Municipality, or the creditors or property of the Municipality, then the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Loan Agreement and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Municipality, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute such amounts as provided in the Trust Agreement after the deduction of its charges and expenses. Any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including expenses and fees of counsel incurred by it up to the date of such distribution.

**Section 6.3 Agreement to Pay Attorneys' Fees and Expenses.** In the event the Municipality should default under any of the provisions of this Loan Agreement and the Authority or the Trustee should employ attorneys or incur other expenses for the collection of the payments due under this Loan Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Municipality herein contained, the Municipality agrees to pay to the Authority or the Trustee the reasonable fees and expenses of such attorneys and such other expenses so incurred by the Authority or the Trustee.

**Section 6.4 No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Authority or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Authority hereunder shall also extend to the Trustee, and the Trustee and the holders of the Bonds shall be deemed third party beneficiaries of all covenants and agreements herein contained.

**Section 6.5 No Additional Waiver Implied by One Waiver.** In the event any agreement or covenant contained in this Loan Agreement should be breached by the Municipality and thereafter waived by the Authority or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 6.6 No Cross Default.** The Municipality shall not be liable for the failure of any other municipality to make payments with respect to the Bonds. The occurrence of any Event of Default of any other municipality under such municipality's loan agreement shall not constitute an Event of Default of the Municipality under this Loan Agreement.

## ARTICLE VII - PREPAYMENT

**Section 7.1 Redemption of Bonds with Prepayment Moneys.** By virtue of the assignment of certain of the rights of the Authority under this Loan Agreement to the Trustee as is provided in Section 3.4 hereof, the Municipality agrees to and shall pay directly to the Trustee any amount permitted or required to be paid by it under this Article VII. The Trustee shall use the moneys so paid to it by the Municipality to effect redemption of the Bonds as set forth in this Article on the date specified for such redemption. The principal component of the Repayment Installments to be prepaid shall correspond in amount and maturity date to the Bonds related to this Loan Agreement.

**Section 7.2 Option to Prepay Installments.** The Repayment Installments specified in Schedule 1 attached hereto are subject to prepayment at the option of the Municipality on the dates and in the amounts as set forth in Schedule 1 which shall be consistent with the terms for redemption of the Authority Bonds.

**Section 7.3 Amount of Prepayment.** In the case of a prepayment, of the entire amount due hereunder pursuant to Section 7.2 hereof, the amount to be paid shall be a sum sufficient, together with other funds and (as such sufficiency is evidenced by a verification report of an Independent Certified Public Accountant) the yield on any securities deposited with the Trustee and available for such purpose, to pay all Repayment Installments thereafter due. In any event, any prepayment of Repayment Installments shall include sufficient funds to pay all principal, accrued interest, premium, if any, and other costs related to the redemption of the Authority's Bonds to be redeemed as a result of such prepayment.

**Section 7.4 Notice of Prepayment.** The Municipality shall give sixty days' prior written notice to the Authority and the Trustee specifying the date upon which any prepayment pursuant to this Article VII will be made. The Authority and the Trustee, at the request of the Municipality, shall forthwith take all steps necessary under the applicable provisions of the Trust Agreement (except that the Authority shall not be required to make payment of any money required for such redemption) to effect redemption of the part of the then outstanding Bonds related to this Loan Agreement, as the case may be, on the earliest practicable date thereafter, on or after the proposed prepayment date, on which such redemption may be made under applicable provisions of the Trust Agreement.

Notwithstanding anything to the contrary in this Loan Agreement, each notice contemplated in this Section 7.4 that is given with respect to an optional prepayment pursuant to Section 7.2 hereof may state that it is subject to and conditional upon receipt by the Trustee on or prior to the proposed prepayment date of amounts sufficient to effect such prepayment and, if a notice so states, such notice shall be of no force and effect and the prepayment need not be made and

the Repayment Installments will not become due and payable on the proposed prepayment date unless such amounts are so received on or prior to the proposed prepayment date.

## **ARTICLE VIII - DISCHARGE OF OBLIGATIONS**

### **Section 8.1 Discharge and Defeasance of Obligations.**

(a) The Repayment Installments shall be discharged to the extent the Bonds are discharged under the Trust Agreement. The principal components of the Repayment Installments to be discharged shall correspond in amount and maturity date to the Bonds related to this Loan Agreement.

(b) If the Municipality shall pay or cause to be paid or there shall otherwise be paid in full to the Trustee all of the Repayment Installments at the times and in the manner stipulated herein, and the Municipality shall pay in full all other amounts due hereunder, then all agreements, covenants and other obligations of the Municipality hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event (provided the Municipal Bond shall not be canceled until the related Bonds of the Authority have been canceled), the Trustee shall execute and deliver to the Municipality all such instruments as may be necessary or desirable and prepared by or on behalf of the Municipality to evidence such discharge and satisfaction.

(c) Any Repayment Installments shall prior to the Repayment Installment Date or prepayment date thereof be defeased within the meaning of and with the effect expressed in subsection (b) of this Section (provided the Municipal Bond shall not be canceled until the related Bonds of the Authority have been canceled) if (1) in case any of such Repayment Installments are to be prepaid, the Municipality shall have given to the Authority and Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with this Loan Agreement, (2) there shall have been deposited with the Trustee (A) money in an amount which shall be sufficient and/or (B) Government Securities, the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to transmit and pay when due the Repayment Installments on and prior to the Repayment Installment Dates or prepayment date thereof, as the case may be, and the prepayment premiums, if any, on such Repayment Installments, and (3) an Opinion of Counsel to the effect that such treatment will not adversely affect the tax-exempt status of interest on any Bonds hereunder, provided that this Agreement shall not be discharged and satisfied until all Repayment Installments have been paid or are deemed to have been paid as provided above.

## **ARTICLE IX - NON-LIABILITY OF AUTHORITY; EXPENSES; INDEMNIFICATION**

**Section 9.1 Non-Liability of Authority.** The Authority shall not be obligated to pay the principal of, or premium, if any, or interest on the Bonds, or to discharge any other financial liability

(including but not limited to financial liability under Section 5.7 hereof) in connection herewith, except from, and to the extent of, payments made by the Municipality under this Loan Agreement, or through the State intercept provided under Section 3.6 of this Loan Agreement and Section 67-8727, Idaho Code, as amended. The Municipality hereby acknowledges that the Authority's sole source of moneys to repay the Bonds will be provided by the payments made by the Municipality pursuant to this Loan Agreement (excluding payments to the Authority or the Trustee pursuant to Section 5.7 and 9.3 of this Loan Agreement) and payments from other participating Municipalities and the State intercept provided under Section 67-8727, Idaho Code, as amended.

**Section 9.2 Liability of Municipality Limited to System Revenues and Other Funds.** The Municipality shall not be required to advance any moneys derived from any source of income other than the System Revenues, the Income Fund and the other funds provided herein for the payment of the Repayment Installments or for the performance of any agreements or covenants required to be performed by it contained herein. The Municipality may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the Municipality for such purpose.

The obligation of the Municipality to make the Repayment Installments is a special obligation of the Municipality payable solely from the System Net Revenues and the other legally available funds provided for herein (except as provided in Section 3.6 or elsewhere herein), and does not constitute a debt of the Municipality or of the State of Idaho or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

**Section 9.3 Indemnification.** The Municipality releases the Authority and the Trustee from, and covenants and agrees that neither the Authority nor the Trustee shall be liable for, and covenants and agrees, to the extent permitted by law, to indemnify, defend and hold harmless the Authority and the Trustee and their officers, directors, elected officials, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with the financing or refinancing of the Project, or the conditions, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation or construction of the Project or any part thereof.

## ARTICLE X - MISCELLANEOUS

**Section 10.1 Notices.** All notices, certificates or other communications shall be deemed sufficiently given on the second day following the day on which the same have been mailed by first class mail, postage prepaid, addressed to the Authority, the Municipality or the Trustee, as the case may be. Notices for the Municipality shall be sent to the address specified in Schedule 1 attached hereto. Notices for the Authority and the Trustee shall be sent to the addresses set forth in the Trust Agreement. A duplicate copy of each notice, certificate or other communication given hereunder by either the Authority or the Municipality to the other shall also be given to the Trustee. The Authority, the Municipality and the Trustee may, by notice given hereunder, designate any different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 10.2 Severability.** If any provision of this Loan Agreement shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

**Section 10.3 Execution of Counterparts.** This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.4 Amendments, Changes and Modifications.** Subsequent to the initial issuance of Bonds and prior to their payment in full, or provision for such payment having been made as provided in the Trust Agreement, this Loan Agreement may be amended, changed or modified as set forth in Article X of the Trust Agreement.

**Section 10.5 Governing Law.** This Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Idaho.

**Section 10.6 Authorized Municipality Representative.** Whenever under the provisions of this Loan Agreement the approval of the Municipality is required or the Authority or the Trustee is required to take some action at the request of the Municipality, such approval or such request shall be given on behalf of the Municipality by an Authorized Municipality Representative, and the Authority and the Trustee shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Trustee as a result of any such action taken.

**Section 10.7 Term of the Loan Agreement.** This Loan Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as the Municipal Bond is outstanding; provided, however, that the rights of the Trustee and the Authority under Section 9.3 hereof shall survive the termination of this Loan Agreement, the retirement of the Bonds and the removal or resignation of the Trustee. All representations and certifications by the Municipality as to all matters affecting the tax-exempt status of the Bonds shall survive the termination of this Loan Agreement.

**Section 10.8 Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority, the Municipality, the Trustee and their respective successors and assigns.

**Section 10.9. Post Issuance Tax Compliance Procedures of the Authority.** The parties hereto both acknowledge the Post Issuance Tax Compliance Procedures of the Authority attached hereto as Exhibit E and agree that they will follow and comply with said procedures including without limitation Municipality's agreement to retention of various records relating to the Loan as set forth in the said Procedures for the term of the Loan plus three years.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Emmett, Idaho has caused this Loan Agreement to be executed in its name and its seal to be hereunto affixed by its duly authorized officers, and the Idaho Bond Bank Authority has caused this Loan Agreement to be executed in its name and attested by its duly authorized officers, all as of the date first above written.

**CITY OF EMMETT, IDAHO**

By \_\_\_\_\_  
Mayor

[SEAL]

Attest:

\_\_\_\_\_  
City Clerk

**IDAHO BOND BANK AUTHORITY**

By \_\_\_\_\_  
Executive Director



SCHEDULE 1: CITY OF EMMETT

Prior Bonds Date:	January 9, 2012
Prior Bonds Original Par Amount:	Water and Sewer Revenue Bond, Series 2012A \$2,770,000.
Municipal Bond Purchase Price:	Par amount of \$ _____ plus a premium of \$ _____ less Underwriter Discount of \$ _____, for a net purchase price of \$ _____.
Repayment Amount:	\$ _____ plus interest.
Prepayment Provisions:	The Repayment Installments coming due on or prior to September 15, 202__, are not subject to prepayment. The Repayment Installments coming due on and after September 15, 202__, are subject to prepayment, at the written direction of the Municipality and with the consent of the Authority, from any moneys deposited with the Trustee, as a whole or in part on any date on or after March 15, 202__, among such payment dates as designated by the Authority to the Trustee, at the price of par, plus accrued interest, if any, to the date of prepayment.
Municipality address:	501 E. Main Street, Emmett, Idaho 83617
Disbursement of Loan:	<ol style="list-style-type: none"> <li>1. \$ _____, along with funds of the Municipality (\$ _____) to pay off [part] of the Prior Bonds.</li> <li>2. [\$ _____ to the 2020A Escrow Fund to redeem part of the Prior Bonds.]</li> <li>2. \$ _____ to the Series 2020A Cost of Issuance Account held by the Trustee under the Trust Agreement to pay various costs of issuance on the Authority Bonds.</li> <li>3. \$ _____ representing the Authority Fee shall be deposited to, and paid to the Authority from, the Series 2020A Cost of Issuance Account.</li> <li>4. \$ _____ to the Municipality as a rounding amount.</li> <li>5. \$ _____ for Municipality costs of issuance.</li> </ol>
Reserve Fund:	The Municipality qualifies for a debt service reserve fund waiver as a result of debt service coverage in excess of 1.50% unless subsequently required by Section 4.4 after closing.

EXHIBIT A

**Description of the Project**

The Project consists of the issuance of the Municipality's Water and Sewer Revenue Refunding Bond, Series 2020, in the principal amount of \$ \_\_\_\_\_, for the purpose of refunding the Municipality's outstanding Prior Bonds, dated January 9, 2012 which originally financed and/or refinanced all or a portion of the costs of design and construction of various improvements for the water and sewer system of the City of Emmett, Idaho.

EXHIBIT B

**Repayment Installments and Repayment Installment Dates**

Payment Date	Principal (to come)	Coupon	Interest	Debt Service
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Payment Date	Principal	Coupon	Interest	Debt Service
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\*Payments must be transmitted to the Trustee 15 days prior to the payment dates listed.

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EXHIBIT C

**Municipality Closing Documents**

- a. Ordinance No. \_\_\_\_\_ adopted August 25, 2020, authorizing the Municipal Bond, and delegating authority to approve and execute the Loan Agreement.
- b. Certificate as to Pricing and Related Matters dated September 1, 2020.
- c. Loan Agreement, dated as of September 1, 2020 between the Municipality and the Authority.
- d. Bond of the Municipality.
- e. Loan Application.
- f. Opinion of Bond Counsel.
- g. Supplemental Opinion of Bond Counsel.
- h. Tax Certificate of Municipality.
- i. General Certificate.
- j. No Litigation and Signature Identification Certificate.
- k. Purchaser's Receipt for Bond.
- l. IRS Form 8038-G.
- m. Receipt for Proceeds of Bond and Certificate and Request.
- n. Certificate of Investigation.
- o. Disclosure Certificate.

EXHIBIT D

**Fees charged by Authority for failure to comply with  
Reporting Requirements**

Continuing Disclosure Late Fee Scale

Initial Fee:

Due three months after filing deadline: Lesser of \$7,500 or 0.50% of issued amount

Additional Fees:

Due every 3 months after the Initial Fee due date: Lesser of \$500 or 0.20% of issued amount

This scale will pertain to every outstanding borrowing of the Municipality from the Idaho Bond Bank Authority.

EXHIBIT E

**Post Issuance Tax Compliance Procedures**

(attached)

**LOAN AGREEMENT - PAGE 35**

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**Idaho Bond Bank Authority**  
**Post-Issuance Tax Compliance Procedures**  
**For Tax-Exempt Bonds**

March 13, 2012

The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt bonds ("Bonds") issued by the Idaho Bond Bank Authority (the "Authority") so as to ensure that the Authority complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds. The Authority reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as circumstances warrant. The Authority also reserves the right to change these policies and procedures from time to time.

General

Inasmuch as the Authority is a responsible conduit issuer authorizing the issuance of Bonds for eligible borrowers (each, a "Borrower"), the Authority now identifies post-issuance tax compliance procedures for all Bonds issued by the Authority for Borrowers, as well as the Authority's expectations of and requirements for all Borrowers concerning these procedures. For tax-exempt bonds issued by the Authority, each loan ("Loan") to each Borrower will be a tax-exempt obligation, as evidenced by an unqualified opinion of bond counsel to each Borrower. Ultimate responsibility for all matters relating to Authority financings and refinancings rests with the Authority Executive Director (the "Executive Director"). Ultimate responsibility for all matters relating to Loans rests with the corresponding officer at each Borrower.

Post-Issuance Compliance Requirements

External Advisors / Documentation

The Executive Director and other appropriate Authority personnel and the corresponding personnel of each Borrower shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in an Authority and Borrower resolutions, Tax Certificates and / or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds or the Loan, as appropriate.

The Executive Director and other appropriate Authority personnel and the corresponding personnel of each Borrower also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance



requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed assets and future contracts with respect to the use of output or throughput of Bond- financed assets.

Whenever necessary or appropriate, the Authority shall engage expert advisors (each a "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds.

#### Role of the Authority as Bond Issuer

Unless otherwise provided by Authority resolutions, unexpended Bond proceeds shall be held by the Authority, and the investment of Bond proceeds shall be managed by the Executive Director. The Executive Director shall maintain records regarding the investments and transactions involving Bond proceeds held by the Authority or the Trustee for the bonds. Funds transferred to the Borrower shall constitute expending Bond proceeds for the purposes of the Authority. Any investment of funds by the Borrower or Borrower's Trustee is the responsibility of the Borrower. As such, all record retention and other responsibilities associated with Borrower proceeds is the sole responsibility of the Borrower.

If an Authority resolution provides for Bond proceeds to be administered by a trustee, the trustee shall provide regular, periodic (monthly) statements regarding the investments and transactions involving Bond proceeds.

#### Arbitrage Rebate and Yield

The Authority will loan out all proceeds to underlying Borrowers at issue. As such, the requirement for arbitrage rebate and yield calculations will not be applicable.

The Authority will consult annually with bond counsel and tax counsel to confirm the applicability of arbitrage rebate and yield calculations. If at any time it is determined that these requirements are applicable, the Authority shall do the following:

- the Authority shall engage the services of a Rebate Service Provider, and the Authority or the Bond trustee shall deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider on a prompt basis;
- upon request, the Executive Director and other appropriate Authority personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- the Executive Director and other appropriate Authority personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed; and

- during the construction period of each capital project financed in whole or in part by Bonds, the Executive Director and other appropriate Authority personnel shall monitor the investment and expenditure of Bond proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds.

For working capital financings, if any, the Authority shall follow procedures set forth in the applicable Tax Certificate and/or instructions delivered at bond or note closing.

The Authority shall retain copies of all arbitrage reports and trustee statements as described below under "Record Keeping Requirements".

#### Use of Bond Proceeds

Except for the obligation of the Authority to maintain records regarding the Loans made for Bond proceeds, it is the Authority's policy that the Borrower shall be responsible for:

- monitoring the use of Loan proceeds and the use of Loan-financed assets (e.g., facilities, furnishings or equipment) and the use of output or throughput of Loan-financed assets throughout the term of the Loan (and in some cases beyond the term of the Loan) to ensure compliance with covenants and restrictions set forth in applicable Authority and Borrower resolutions and Tax Certificates;
- maintaining records identifying the Loan and the assets or portion of assets that are financed or refinanced with proceeds of each Loan;
- consulting with Bond Counsel and other professional expert advisers in the review of the Loan and any contracts or arrangements involving use of Loan-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable Authority and Borrower resolutions and Tax Certificates;
- maintaining records regarding the Loan and for any contracts or arrangements involving the use of Loan-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable Authority and Borrower resolutions and Tax Certificates;
- meeting or conferring at least annually with personnel responsible for the Loans and Loan-financed assets to identify and discuss any existing or planned use of Loan-financed assets or output or throughput of Loan-financed assets, to ensure that the Loan and those uses are consistent with all covenants and restrictions set forth in applicable Authority and Borrower resolutions and Tax Certificates.

- taking timely remedial actions under section 1.141-12 of the Treasury Regulations (or other remedial actions authorized by the Commissioner of the IRS under Section 1.141-12(h) of the Regulations) to prevent from being considered "deliberate actions" any actions of the Borrower which cause the conditions of the private business tests or the private loan financing test to be met resulting in the Loan becoming a private activity bond.

All relevant records and contracts shall be maintained as described below and in the applicable Tax Certificate. The Borrower, in the Tax Certificate relating to the Loan and/or other documents finalized at or before the issuance of the Bonds, shall designate an officer or employee responsible for the tasks listed above.

#### Investment of Bond Proceeds

Investment of bond proceeds maintained by the Authority shall remain in compliance with the arbitrage bond rules and rebate of arbitrage as supervised by the Executive Director.

- Guaranteed investment contracts ("GIC") will be purchased only using the three-bid "safe harbor" of applicable Treasury regulations, in compliance with fee limitations on GIC brokers in the regulations.
- Other investments will be purchased only in market transactions.
- Calculations of rebate liability will be performed annually by outside consultants.
- Rebate payments will be made with Form 8038-T no later than 60 days after (a) each fifth anniversary of the date of issuance and (b) the final retirement of the issue. Compliance with rebate requirements will be reported to the bond trustee and the issuer.
- Identify date for first rebate payment at time of issuance. Enter in records for the issue.

The investment of all proceeds received by the Borrower is the responsibility of the Borrower to supervise and maintain compliance with the arbitrage bond rules and rebate of arbitrage.

#### Record Keeping Requirements

Unless otherwise specified in applicable Authority resolutions or Tax Certificates, the Authority shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Authority at or in connection with closing of the issue of Bonds; and

- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

Unless otherwise specified in applicable Authority resolutions or Tax Certificates, it is the Authority's policy that the Borrower shall be responsible for maintaining the following documents for the term of each Loan (including refunding obligations, if any) plus at least three years:

- a copy of all material documents relating to capital expenditures financed or refinanced by Loan proceeds, including (without limitation) loan documents for the Authority's pooled loans to municipalities and construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Loan proceeds and records identifying the assets or portion of assets that are financed or refinanced with Loan proceeds;
- a copy of all contracts and arrangements involving private use of Loan-financed assets or for the private use of output or throughput of Loan-financed assets; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

The Borrower, in the Tax Certificate relating to the Loan and/or other documents finalized at or before the issuance of the Bonds, shall designate an officer or employee responsible for retaining the records listed above.

**EXHIBIT D**

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LOAN AGREEMENT

Between

IDAHO BOND BANK AUTHORITY

And

CITY OF EMMETT, IDAHO

Dated as of September 1, 2020

Relating to

Idaho Bond Bank Authority  
Revenue Bonds  
Series 2020B (Federally Taxable)

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## LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of September 1, 2020, by and between the CITY OF EMMETT, IDAHO, a municipal corporation duly organized, existing and operating under the laws and Constitution of the State of Idaho and thereby a "Municipality" under the "Act" as defined below (the "Municipality"), and IDAHO BOND BANK AUTHORITY, an independent public body corporate and politic (the "Authority"),

### WITNESSETH:

WHEREAS, pursuant to Idaho Code, Title 50, Chapter 10, on June 21, 2012, the Municipality issued its Water and Sewer Refunding Revenue Bond, Series 2012B (of which only part of the Water and Sewer Refunding Bond, Series 2012B will be refunded) and its Water and Sewer Revenue Bond, Series 2012C and on June 5, 2013, the Municipality issued its Water and Sewer Revenue Bond, Series 2013 (collectively the "Prior Bonds") to finance improvements to its water and sewer system and to refund certain indebtedness of the Municipality, and the Municipality intends to issue its Water and Sewer Refunding Revenue Bond, Series 2020 (the "Municipal Bond") for the purpose of currently refunding the Prior Bonds, and thereby refinance certain water and sewer facilities (the "Project") in accordance with this Loan Agreement;

WHEREAS, the Authority is an independent public body corporate and politic duly created and operating pursuant to Idaho Code, Title 67, Chapter 87 as amended or supplemented from time to time (the "Act");

WHEREAS, the Act authorizes and empowers the Authority to issue bonds for the purpose of purchasing municipal bonds, including loans undertaken by municipalities for any purpose authorized by law;

WHEREAS, the Authority intends to issue Idaho Bond Bank Authority Revenue Bonds, Series 2020B (the "Bonds");

WHEREAS, pursuant to Ordinance No. \_\_\_ adopted on August 25, 2020 (the "Bond Ordinance"), the Municipality authorized the Municipal Bond and the refunding of the Prior Bonds and delegated authority to its Delegated Officer (as defined in the Bond Ordinance) to approve the final terms and provisions of this Loan Agreement by and between the Municipality and the Authority (the "Loan Agreement"), the proceeds of such Loan to refinance the Prior Bonds;

WHEREAS, the Municipality's Delegated Officer has approved the final pricing of the Bonds and terms of the Municipal Bond;

NOW, THEREFORE, in consideration of the premises and the respective representations and covenants herein contained, the parties hereto agree as follows:



## ARTICLE I – DEFINITIONS

**Section 1.1 Definition of Terms.** Unless the context otherwise requires, the capitalized terms used in this Loan Agreement not otherwise defined herein shall have the meanings specified in Section 1.01 of the Master Trust Agreement, dated as of December 1, 2004 between the Authority and U.S. Bank National Association, as trustee which trustee was replaced by The Bank of New York Mellon Trust Company, N.A., which trustee has now been replaced by Zions Bank, a division of ZB, National Association, formerly known as Zions First National Bank (the “Trustee”), as amended relating to the Bonds (the “Master Trust Agreement”), and all supplemental trust agreements including the Thirtieth Supplemental Trust Agreement dated as of September 1, 2020 (the “Thirtieth Supplemental Trust Agreement”) by and between the Authority and the Trustee, as previously supplemented and amended or as it may from time to time be supplemented or amended as provided therein with the Master Trust Agreement and all Supplemental Trust Agreements including the Thirtieth Supplemental Trust Agreement referred to herein collectively as the “Trust Agreement.”

“Annual Debt Service” means, for any Fiscal Year, the sum of (1) the interest accruing on all Parity Debt during such Fiscal Year calculated on the basis of a 360-day year consisting of twelve 30-day months, assuming that all Parity Debt is retired as scheduled, plus (2) the principal amount (including principal due as sinking fund installment payments) allocable to all Parity Debt in such Fiscal Year.

“Annual Expense Charges” means the annual charges for Trustee fees, continuing disclosure dissemination agent fees, audit fees, rebate calculation expenses or other expenses related to the Bonds or Loan and paid by the Authority which shall be reimbursed to the Authority by the Municipality as provided in Section 3.2(a) hereof upon receipt of invoice from the Authority or Trustee as well as any late fees or charges related to continuing disclosure or audit submission.

“Authority Fee” means the one-time fee payable by the Municipality to the Authority upon issuance and delivery of the Bonds in the amount set forth in Schedule 1 equal to 1/10 of one percent (.10%) of the total debt service to be paid on the Loan. The amount of any application fee previously paid by the Municipality to the Authority may be credited against the Authority Fee.

“Authorized Municipality Representative” means the Mayor or Municipality Clerk, Finance Officer, or any such officer’s designee, or any other officer of the Municipality duly authorized by the Municipality.

“Bond Ordinance” means the Bond Ordinance as defined in the WHEREAS Clauses above.

“Certificate of the Municipality” means an instrument in writing signed by an Authorized Municipality Representative, such authorization to be evidenced by a certificate verifying the specimen signatures of such officers at the request of the Trustee.

“Consulting Engineer” means any qualified registered or licensed professional engineer practicing under the laws of the State of Idaho selected by the Municipality.

“Fiscal Year” means the fiscal year of the Municipality, beginning October 1 and ending September 30 each year.

“Generally Accepted Accounting Principles” means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

“Income Fund” means the fund by that name described in Section 4.2 hereof.

“Independent Certified Public Accountant” means any firm of certified public accountants appointed by the Municipality, which is independent of the Municipality and the Authority pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

“Issue Date” means the date of issuance of the Municipal Bond.

“Loan” means the loan of proceeds of the Bonds as described in Section 3.1 hereof.

“Maximum Annual Debt Service” means, as of any date of calculation, the largest Annual Debt Service during the period from the date of such calculation through the final maturity date of all Parity Debt.

“Municipal Bond” or “Municipal Bonds” means the revenue bond or other evidence of indebtedness issued and delivered by the Municipality to evidence the Loan as provided in Section 3.1 hereof.

“Municipality” means the City of Emmett, Idaho, a municipal corporation of the State of Idaho and thereby a “Municipality” under the Act.

“Net Proceeds” means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees) incurred in the collection of such proceeds.

“Operation and Maintenance Costs” means all reasonable and necessary current expenses of the Municipality, paid or accruing, for operating, maintaining and repairing the System, including legal and overhead expenses of the municipality directly related to the administration of the System, insurance premiums, audits, charges of depository banks and paying agents, professional services, salaries, administrative expenses, labor, and the cost of materials and supplies for current operation, but not including depreciation, legal liabilities not based on contract, the cost of improvements to the System, charges for accumulation of reserves, or payment of Parity Debt or Subordinate Obligations.

“Parity Debt” means the Repayment Installments and any Parity Obligations.

“Parity Obligation Payments” means the payments scheduled to be paid by the Municipality under and pursuant to the Parity Obligations, which payments are secured by a pledge of System Net Revenues on parity with the Repayment Installments as provided herein.

“Parity Obligations” means all obligations of the Municipality authorized and executed by the Municipality other than the Repayment Installments including prior obligations, with Parity Obligation Payments which are secured by a pledge of the System Net Revenues on parity with the Repayment Installments as provided herein.

“Prior Bonds” means the Municipality’s Water and Sewer Refunding Revenue Bond, Series 2012B (of which only part of the Water and Sewer Refunding Revenue Bond, Series 2012B is being refunded), its Water and Sewer Revenue Bond, Series 2012C, and its Water and Sewer Revenue Bond, Series 2013.

“Project” means the improvements to the Municipality’s System as described in Exhibit A hereto being financed or refinanced by the Municipal Bond.

“Rate Stabilization Account” means the Rate Stabilization Account established pursuant to Section 4.5 hereof.

“Repayment Amount” means the amount specified in Schedule 1 attached hereto.

“Repayment Installment” means any amount that the Municipality is required to pay directly to the Trustee pursuant to Section 3.2(a) of this Loan Agreement, as a repayment of the loan made to the Municipality under the Loan Agreement, which amount is determined in accordance with Section 4.2(a) thereof.

“Repayment Installment Date” means the dates corresponding to the Repayment Installments, as set forth in Exhibit B, however, payments must be transmitted to the Trustee at least fifteen (15) days prior to the Repayment Installment Dates on Exhibit B.

“Revenue Fund” means the fund so designated established pursuant to the Trust Agreement and held by the Trustee.

“System” means all of the Municipality’s water and sewer system, and its water and sewer facilities and properties now owned or hereafter acquired, whether situated within or without Municipality boundaries.

“System Net Revenues” means the remaining System Revenues after deducting Operation and Maintenance Expenses.

“System Revenues” means all gross income and revenue received or receivable by the Municipality from the ownership or operation of the System, determined in accordance with

Generally Accepted Accounting Principles, excluding grants, hookup fees and other non recurring revenue, but including without limitation, transfers from the Rate Stabilization Account and including all fees (excluding connection fees), rates, charges and all amounts paid under any contracts received by or owed to the Municipality in connection with the operation of the System and all proceeds of insurance relating to the System and investment income allocable to the System and all other income and revenue howsoever derived by the Municipality from the ownership, or operation of the System or arising from the System.

“Water and Sewer Revenue Fund” means the Revenue Fund established by the Bond Ordinance.

**Section 1.2 Number and Gender.** The singular form of any word used herein, including the terms defined in Section 1.01 of the Trust Agreement, shall include the plural, and vice versa. The use herein of a word of any gender shall include all genders.

**Section 1.3 Articles, Sections, Etc.** Unless otherwise specified, references to Articles, Sections and other subdivisions of this Loan Agreement are to the designated Articles, Sections and other subdivisions of this Loan Agreement as originally executed. The words “hereof,” “herein,” “hereunder” and words of similar import refer to this Loan Agreement as a whole. The headings or titles of the several articles and sections, and the table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

## **ARTICLE II – REPRESENTATIONS**

**Section 2.1 Representations of the Municipality.** The Municipality makes the following representations as the basis for its undertakings herein contained:

- (a) The Municipality is a municipal corporation in the State of Idaho. Under the provisions the Act, the Municipality has the power to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder. By proper action, the Municipality has authorized the Municipal Bond evidencing its obligations under this Loan Agreement in accordance with Title 50, Chapter 10 and Section 67-8722 of the Idaho Code, as amended. By proper action, the Municipality has been duly authorized to execute, deliver and duly perform this Loan Agreement.
- (b) The Municipality is not in default under any of the provisions of the laws of the State of Idaho which default would affect its existence or its powers referred to in subsection (a) of this Section 2.1.
- (c) The Municipality has found and determined and hereby finds and determines that all requirements of the Act with respect to the execution of this Loan Agreement have been complied with and that financing the Project by entering into this Loan Agreement will be in furtherance of the purposes of the Act.
- (d) The Project consists and will consist of the refinancing of the facilities described in

Exhibit A hereto and the redemption of the Prior Bonds.

**Section 2.2 Representations of the Authority.** The Authority makes the following representations as the basis for its undertakings herein contained:

(a) The Authority is an independent public body corporate and politic duly formed under the laws of the State of Idaho and has the power to enter into and has duly authorized the execution and delivery of the Trust Agreement, this Loan Agreement and all other documents contemplated hereby to be executed by the Authority.

(b) The execution and delivery of the Bonds, this Loan Agreement, and the Trust Agreement and the consummation of the transactions contemplated hereby and thereby do not conflict with or constitute a breach of or default under the Act or, to the best knowledge of the Authority, under the terms and conditions of any agreement or commitment to which the Authority is a party or by which the Authority is bound.

(c) The Authority will issue, execute and deliver the Bonds upon the terms and conditions set forth in the Trust Agreement and will use a portion of proceeds of the issuance of the Bonds for the Loan to finance the Project in accordance with this Loan Agreement.

### **ARTICLE III - LOAN TO MUNICIPALITY; REPAYMENT PROVISIONS**

**Section 3.1 Loan to Municipality.** The Authority covenants and agrees, upon the terms and conditions in this Loan Agreement, to make a Loan of the amount specified in Schedule 1 attached hereto to the Municipality for the purpose of refunding the Prior Bonds which financed the Project. The Loan is based on the purchase price of the Municipal Bond at the par amount thereof plus a premium or less a discount as described in Schedule 1 hereto. Said Loan shall be disbursed as described in Schedule 1 hereto and once such funds are applied to redeem the Prior Bonds, the loan agreements for such bonds are discharged. Pursuant to said covenant and agreement, the Authority will issue the Bonds upon the same terms and conditions contained in this Loan Agreement and the Trust Agreement and will cause the Bond proceeds to be applied as provided in Article III thereof. The Municipality shall issue and sell its Municipal Bond to the Authority as evidence of its Loan obligation hereunder and the payments due on the Municipal Bond shall equal the Repayment Installments hereunder.

**Section 3.2 Repayment and Payment of Other Amounts Payable.**

(a) The Municipality covenants and agrees to pay to the Trustee the Repayment Installments together with the Annual Expense Charges and all other amounts then due hereunder on the Loan to the Municipality pursuant to Section 3.1 hereof, at least fifteen (15) days prior to the Repayment Installment Dates as set forth in Exhibit B hereto. The Trustee shall transmit the Annual Expense Charges to the Authority.

Any amount held by the Trustee in the Revenue Fund on the Municipality's behalf

on any Repayment Installment Date hereunder shall be credited against the Repayment Installment due on such date to the extent available for such purpose; and provided further that, subject to the provisions of this paragraph, if at any time the amounts held by the Trustee in the Revenue Fund on the Municipality's behalf are sufficient to pay all of the Repayment Installments, the Municipality shall be relieved of any obligation to make any further payments under the provisions of this Section. Notwithstanding the foregoing, if on any date the amount held by the Trustee in the Revenue Fund on the Municipality's behalf is insufficient to make any required Repayment Installment on any Repayment Installment Date, the Municipality shall forthwith pay such deficiency as a Repayment Installment hereunder.

**Section 3.3 Unconditional Obligation.** The obligations of the Municipality to make the payments required by Section 3.2 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Authority, and during the term of this Loan Agreement, the Municipality shall pay absolutely net the payments to be made on account of the loan as prescribed in Section 3.2 and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off; provided, that the Municipality's obligation to make payments under this Loan Agreement shall be limited to the extent of System Net Revenues and other legally available funds of the Municipality to be appropriated as needed to make the payments required under this Agreement and the Municipal Bond, but is not a general obligation of the Municipality provided that the State Intercept under Section 3.6 hereof shall apply. Until such time as the Repayment Installments shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article VIII of this Loan Agreement), the Municipality (i) will not suspend or discontinue any payments provided for in Section 3.2 hereof; (ii) will perform and observe all of its other covenants contained in this Loan Agreement; and (iii) will not terminate this Loan Agreement for any cause, including, without limitation, the occurrence of any act or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Idaho or any political subdivision of either of these, or any failure of the Authority or the Trustee to perform and observe any covenant, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement or the Trust Agreement, except to the extent permitted by this Loan Agreement.

**Section 3.4 Assignment of Authority's Rights.** As security for the payment of the Bonds, the Authority will assign to the Trustee the Authority's rights, but not its obligations, under this Loan Agreement, including the right to receive payments hereunder (except (i) the rights of the Authority to receive notices under this Loan Agreement, (ii) the right of the Authority to receive certain payments, if any, with respect to fees, expenses and indemnification and certain other purposes under this Loan Agreement, and (iii) the right of the Authority to give approvals or consents pursuant to this Loan Agreement) and the Authority hereby directs the Municipality to make the payments required hereunder (except such payments for fees, expenses and indemnification) directly to the Trustee. The Municipality hereby assents to such assignment and agrees to pay the Repayment Installments directly to the Trustee (subject to the provisions of

Section 3.2(b)) without defense or set-off by reason of any dispute between the Municipality and the Authority or the Trustee.

**Section 3.5 Amounts Remaining in Funds.** It is agreed by the parties hereto that after payment in full of (i) the Repayment Installments, or after provision for such payment shall have been made as provided in Article VIII, (ii) the fees and expenses of the Authority in accordance with this Loan Agreement, (iii) the fees, charges and expenses of the Trustee, the Registrar and Paying Agent in accordance with the Trust Agreement and this Loan Agreement and (iv) all other amounts required to be paid under this Loan Agreement and the Trust Agreement, any amounts remaining in any fund held by the Trustee under the Trust Agreement shall belong, subject to the requirements of Section 7.03 of the Trust Agreement, to the Authority and be paid to the Authority by the Trustee, provided that any earnings on payments by the Municipality to the Trustee under Section 3.2(a) prior to the Repayment Installment Dates shall be deducted from said remaining amounts and credited to the Municipality.

**Section 3.6 Timeliness of Payments; Consent to State Intercept; Repayment.**

(a) The Municipality understands that the State intercept and repayment procedures contained in and required by Section 67-8727, Idaho Code, as amended, and as set forth herein operate as a matter of law with respect to the Loan covered by this Loan Agreement without the need for consent thereto by the Municipality. The Municipality also understands that said intercept procedures will provide funds to pay the Authority Bonds (not the Loan obligations).

(b) If the Municipality is unable to transfer all of its Repayment Installment to the Trustee at least 15 days before the Repayment Installment Date, the Municipality shall immediately notify the Trustee, the Authority and the State Treasurer by: (i) telephone; (ii) a writing sent by facsimile transmission; and (iii) a writing sent by first-class United States mail. If sufficient funds are not transferred to the Trustee for the Bonds of the Authority that are secured by this Loan Agreement at least ten (10) days before the scheduled debt service payment date of the Bonds, the Trustee shall transfer any available funds pledged to secure payment of the Bonds in sufficient amounts to make up any shortfall in the amount necessary to pay debt service on the Bonds on the scheduled payment date and deposit such amount in the debt service payment fund for those Bonds.

(c) If, as a result of the failure of the Municipality to make Repayment Installments in a timely manner, the Trustee shall transfer funds pursuant to paragraph (b) of this section to pay debt service on the Bonds or if there are not sufficient funds available pursuant to paragraph (b) of this section to make up for any shortfall in the amount necessary to pay debt service on the Bonds, at least ten (10) days before the scheduled debt service payment date of the Bonds, the Trustee shall notify the Authority and the State Treasurer by: (i) telephone; (ii) a writing sent by facsimile transmission; and (iii) a writing sent by first-class United States mail.

(d) To the extent provided and required by Section 67-8727, Idaho Code, as amended,

and upon the notice provided in subsection (c) of this section, the State Treasurer shall (i) immediately intercept to the extent permitted by law any payments available from: (A) the receipts of any payment of property taxes; or (B) sales tax moneys that would be distributed pursuant to section 63-3638, Idaho Code; or (C) liquor tax moneys that would be distributed pursuant to Section 23-404, Idaho Code, as amended; or (D) any other source of operating moneys provided by the State to the Municipality that would otherwise be paid to the Municipality by the State.

(e) If the State has made all or part of a Repayment Installment on behalf of the Municipality from moneys representing sales tax receipts transferred from the State general fund pursuant to Section 67-8716, Idaho Code, the Municipality shall: (a) reimburse all moneys drawn by the State Treasurer on its behalf; (b) pay interest to the State on all moneys paid by the State from the date the moneys are drawn to the date they are repaid at a rate not less than the average prime rate for national money center banks plus five percent (5%); and (c) pay all penalties required by the Act.

(f) The State Treasurer shall establish the reimbursement interest rate after considering the circumstances of any prior draws by the Municipality on the State, market interest and penalty rates, and the cost of funds, if any, that were required to be borrowed by the State to make Repayment Installments.

(g) The State Treasurer may, after considering the circumstances giving rise to the failure of the Municipality to make its Repayment Installments in a timely manner, impose on the Municipality a penalty of not more than five percent (5%) of the amount paid by the State for each instance in which a payment by the State is made.

(h) (i) If the State Treasurer determines that amounts obtained under this section will not reimburse the State in full within one (1) year from the State's payment of the Municipality's scheduled Repayment Installments, the State Treasurer shall, subject to clause (ii) hereof, pursue any legal action, including mandamus, against the Municipality to compel it to take any action required by the Act, including:

- (1) To the extent permitted by law provide System Net Revenues or other legally available funds to pay Repayment Installments when due; and
- (2) Meet its repayment obligations to the State.

(ii) In pursuing its rights under paragraph (i) of this subsection (h), the State shall have the same substantive and procedural rights as would a holder of this Loan Agreement.

(iii) The attorney general shall assist the State Treasurer in these duties.

(iv) The Municipality shall pay the attorney's fees, expenses and costs of the State Treasurer and the State attorney general.



## ARTICLE IV – SECURITY

**Section 4.1 Pledge of System Net Revenues.** All System Net Revenues and other legally available funds of the Municipality to be appropriated as needed to make the payments required under this Loan Agreement and the Municipal Bond, are hereby irrevocably pledged to the payment of the Repayment Installments as provided herein and the System Net Revenues and such other funds shall not be used for any other purpose while any of the Repayment Installments remain unpaid; *provided* that (i) any Parity Obligations shall be paid on parity with the Repayment Installments, (ii) out of the System Net Revenues and such other funds there may be apportioned such sums for such purposes as are expressly permitted herein. This pledge, together with the pledge created by all other Parity Debt, shall constitute a first lien on System Net Revenues and, subject to application of amounts on deposit therein as permitted herein, the Income Fund and other funds and accounts created hereunder for the payment of the Repayment Installments and all other Parity Debt in accordance with the terms hereof and of the Trust Agreement.

**Section 4.2 Allocation of System Revenues.** In order to carry out and effectuate the pledge and lien contained herein, the Municipality agrees and covenants that all System Revenues shall be received by the Municipality in trust hereunder and shall be deposited when and as received in the “Water and Sewer Revenue Fund,” which is the Revenue Fund held by the Municipality, and herein designated as the “Income Fund,” which fund is hereby established and which fund the Municipality agrees and covenants to maintain and to hold separate and apart from other funds so long as any Repayment Installments remain unpaid. To the extent the Municipality has an existing fund which satisfies the foregoing requirements, then such shall be deemed to be the “Income Fund” and the Municipality shall not be required to create a new fund. The Municipality may maintain separate accounts within the Income Fund. The amounts in the Income Fund shall be invested in investments permitted by State law. Moneys in the Income Fund shall be used and applied by the Municipality as provided in this Loan Agreement.

The Municipality shall, from the moneys in the Income Fund, pay all Operation and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as such Operation and Maintenance Costs become due and payable. Thereafter, all remaining moneys in the Income Fund shall be set aside by the Municipality at the following times for the transfer to the following respective special funds in the following order of priority; and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes set forth in this Section.

- (a) Repayment Installments. Not later than fifteen (15) days prior to each Repayment Installment Date, the Municipality shall, from the moneys in the Income Fund, transfer to the Trustee the Repayment Installment due and payable on that Repayment Installment Date. The Municipality shall also, from the moneys in the Income Fund, transfer to the applicable trustee, if any, for deposit in the respective payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference,

any other Parity Obligation Payments in accordance with the provisions of any Parity Obligation.

(b) Surplus. Moneys on deposit in the Income Fund not necessary to make any of the payments required above, may be expended by the Municipality at any time for any purpose permitted by law, including but not limited to payments with respect to Subordinate Obligations.

**Section 4.3 Additional Parity Debt.** The Municipality may at any time enter into any Parity Debt; *provided:*

(a) The Municipality shall be in compliance with all agreements, conditions, covenants and terms contained herein, and a Certificate of the Municipality to that effect shall have been filed with the Trustee;

(b) The Parity Debt shall have been duly authorized pursuant to all applicable laws;

(c) The most recent available audit of the Municipality shows that the System Net Revenues for the Fiscal Year immediately preceding the date of the resolution authorizing the Parity Debt shall have been sufficient to pay an amount representing 125% of Maximum Annual Debt Service.

(d) As an alternative to the audit report requirement in 4.3(c), the Municipality may utilize a report of the Consulting Engineer that shows that the System Net Revenues for the remainder of the projected life of the Parity Debt will be at least equal to 125% of the Maximum Annual Debt Service. In determining whether Parity Debt may be issued, the Consulting Engineer shall consider any probable increase (but not decrease) in Operation and Maintenance Costs, and there may be added to such System Net Revenues an allowance for net revenues from any improvements to the System to be made with the proceeds of such Parity Debt and also for net revenues from any improvements to the System which have been made from money from any source but which, during all or any part of such Fiscal Year, were not in service, all in an amount equal to 75% of the estimated additional average annual net revenues to be derived from each such improvement for the first 36 month period in which each such improvement is in operation.

Nothing contained in this Section shall limit the issuance of any additional obligations of the Municipality payable from the System Net Revenues and secured by a lien and charge on the System Net Revenues if, after the issuance and delivery of such additional obligations, none of the Repayment Installments shall be unpaid. Furthermore, nothing contained in this Section shall limit the issuance of any Parity Debt for the purpose of refunding Outstanding Parity Debt or for any Subordinate Obligations.

**Section 4.4 Reserve Fund Deposit** If the Municipality fails to comply with the requirements as to System rates and charges set forth in Section 5.11 hereof or fails to maintain System Net Revenues, plus any credit from the Rate Stabilization Account in accordance with Section 4.5 and

4.6 hereof, equal to at least 150% of Annual Debt Service in any Fiscal Year and is unable to bring itself into compliance within 60 days after discovery by the Municipality of such failure, it shall immediately notify the Authority and the Trustee and shall establish from funds of the Municipality a Reserve Fund held by the Municipality funded in the amount of 2.5% of the outstanding principal balance of the Loan during the first succeeding Fiscal Year, 5.0% of the outstanding principal balance of the Loan in the second succeeding Fiscal Year, 7.5% of the outstanding principal balance of the Loan in the third succeeding Fiscal Year and 10% of outstanding principal balance of the Loan in the fourth succeeding Fiscal Year and 10% of the outstanding principal balance of the Loan for each succeeding Fiscal Year thereafter, provided that at no time shall the amount in the Reserve Fund exceed the lesser of 10% of the outstanding principal balance of the Loan, the Maximum Annual Debt Service on the Loan or 125% of the average annual debt service on the Loan (the "Reserve Requirement"). The required percentage amounts shall be fully funded by the Municipality no later than the end of the applicable Fiscal Year. Such Reserve Fund shall be drawn upon if needed to make the Repayment Installments hereunder and may, upon the election of the Municipality with 30 days prior written notice to the Authority, also secure any subsequent Parity Debt if so elected by the Municipality provided that the Reserve Requirement shall cover all Parity Debt and not just the Loan. The Municipality shall notify the Trustee of any drawing on the Reserve Fund within ten (10) days of the date of such drawing. Provided further, in the event that a drawing on the said Reserve Fund in order to make the Repayment Installments by Municipality on the Loan results in a balance in such fund lower than the Reserve Requirement, the Municipality shall replenish said account to the Reserve Requirement from System Net Revenues as soon as possible but not later than one (1) year from the date of such drawing.

**Section 4.5 Rate Stabilization Account.** The Municipality shall establish and maintain a Rate Stabilization Account. Monies in the Rate Stabilization Account may be transferred as determined from time to time by the Municipality. The Municipality may transfer funds into the Rate Stabilization Account from the Income Fund (Water and Sewer Revenue Fund) or any other legally available source. The Municipality may transfer funds into the Rate Stabilization Account or withdraw funds from the Rate Stabilization Account at any time without limitation subject to the following provisions.

- (a) Money in the Rate Stabilization Account may be withdrawn at any time and used for any purpose for which System Revenues may be used. Amounts withdrawn from the Rate Stabilization Account shall increase System Revenues for the period for which they are withdrawn, and amounts deposited in the Rate Stabilization Account shall reduce System Revenues for the period for which they are deposited. Credits from the Rate Stabilization Account may be posted in accordance with governmental accounting practices and procedures. Credits to or from the Rate Stabilization Account may relate to a prior Fiscal Year consistent with governmental accounting practices and procedures provided that such credits occur within the first quarter following the prior Fiscal Year. Earnings on the Rate Stabilization Account shall be credited to the Income Fund (the Water and Sewer Revenue Fund) and shall be included in the definition of System Revenues for purposes of calculating debt service coverage as set forth in Section 4.4.

(b) Unless otherwise excluded, funds withdrawn from the Rate Stabilization Account shall be included as System Net Revenues for all rate requirement purposes under Section 5.11 hereof.

**Section 4.6. Transfers from Rate Stabilization Account.** The Municipality may transfer funds from the Rate Stabilization Account to satisfy the rate requirements in Section 5.11 hereof. The Municipality may transfer funds from the Rate Stabilization Account during the current Fiscal Year or within the first quarter of the following Fiscal Year and designate that such transfer shall relate to the immediately preceding Fiscal Year and thereafter will satisfy the following rate covenant. The Municipality covenants for the benefit of the Authority and its bondholders that going forward it will, as needed, charge rates and fees in connection with operation of the System which, when combined with other System Revenues, are adequate to generate System Net Revenues (exclusive of transfers from the Rate Stabilization Account) in the current Fiscal Year at least equal to 1.25 times the Annual Bond Debt Service due in that Fiscal Year. If the System Net Revenues fail to meet this level, the Municipality will promptly increase its rates and fees or reduce expenses to a level so that System Net Revenues (exclusive of transfers from the Rate Stabilization Account) are projected to meet the required level. The Municipality will demonstrate its compliance with the provisions of this Section 4.6 by providing an officer's certificate to the Authority and the Trustee, if any, at the time of delivery of the Municipality's year-end audit stating that the Municipality is not out of compliance with Section 5.11. This officer's certificate will demonstrate the Municipality's compliance with this covenant, or the methods by which the Municipality intends to achieve compliance with this covenant. For the avoidance of doubt, unless the Trustee receives a written notification from the Municipality pursuant to Section 5.11(c) hereof, the Trustee shall not be deemed to have knowledge of any default under this Section 4.6 or Section 5.11 hereof.

#### ARTICLE V - SPECIAL COVENANTS AND AGREEMENTS

**Section 5.1 Punctual Payment.** The Municipality will punctually pay all Repayment Installments in strict conformity with the terms hereof and will faithfully satisfy, observe and perform all agreements, conditions, covenants and terms hereof.

**Section 5.2 Legal Existence.** The Municipality will use all means legally available to maintain its existence.

**Section 5.3 Against Encumbrances.** The Municipality will not mortgage or otherwise encumber, pledge or place any charge upon any of the System Net Revenues except as provided herein, and will not issue any obligations secured by System Net Revenues senior to the Parity Debt; *provided*, that the Municipality may at any time issue any Subordinate Obligations.

**Section 5.4 Against Sale or Other Disposition of the System.** The Municipality will not sell or otherwise dispose of the System or any part thereof essential to the proper operation of the System or to the maintenance of the System Net Revenues, unless the Repayment Installments have been fully paid or provision has been made therefor in accordance with Article VIII hereof. The Municipality will not enter into any lease or agreement which impairs the operation of the

System or any part thereof necessary to secure adequate System Net Revenues for the payment of the Repayment Installments, or which would otherwise impair the rights of the Owners with respect to the System Net Revenues or the operation of the System.

**Section 5.5 Maintenance and Operation of System.** The Municipality agrees that as long as it owns the System it will (i) maintain, or cause to be maintained, the System in as reasonably safe condition as its operations shall permit and (ii) maintain, or cause to be maintained, the System in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs thereto and renewals and replacements thereof.

**Section 5.6 Right of Access to the System.** The Municipality agrees that during the term of this Loan Agreement, the Authority, the Trustee and the duly authorized agents of either of them shall have the right at all reasonable times during normal business hours to enter upon the site of the System to examine and inspect such System; provided, however, that this right is subject to federal and State of Idaho laws and regulations applicable to such site. The rights of access hereby reserved to the Authority and the Trustee may be exercised only after such agent shall have executed release of liability (which release shall not limit any of the Municipality's obligations hereunder) and secrecy agreements if requested by the Municipality in the form then currently used by the Municipality, and if the Trustee is the signatory, as agreed to by the Trustee, and nothing contained in this Section or in any other provision of this Loan Agreement shall be construed to entitle the Authority or the Trustee to any information or inspection involving the confidential knowledge of the Municipality.

**Section 5.7 Taxable Status of Bonds.**

(a) It is the intention of the parties hereto that interest on the Bonds, shall be and remain included from gross income for federal income tax purposes.

**Section 5.8 Notices to Trustee and Authority.** The Municipality hereby agrees to provide the Trustee and the Authority with notice of any event of which it has knowledge which, with the passage of time or the giving of notice, would be an Event of Default, such notice to include a description of the nature of such event and what steps are being taken to remedy such Event of Default.

**Section 5.9 Reporting.** The Municipality hereby covenants and agrees to provide to the Authority an Annual Surveillance Response as described in (a) below.

(a) Provision of Annual Surveillance Responses.

(i) The Municipality shall, not later than the return deadline set forth in the annual surveillance letter commencing with the annual surveillance letter ("Annual Surveillance Letter") for the 2020 Fiscal Year and all subsequent Fiscal Years, provide to the Authority responses to an annual surveillance letter regarding the status of the Municipality's financial condition and obligations under this Loan Agreement (the "Annual Surveillance Response"). The Annual Surveillance

Response must be submitted in electronic format, accompanied by such identifying information as is prescribed by the Authority, and may include by reference other information as provided in this Loan Agreement. If the Municipality's fiscal year changes, it shall give notice of such change to the Authority.

(ii) Failure to provide the Annual Surveillance Response to the Authority by the date set forth in the Annual Surveillance Letter may subject the Municipality to late fees in the amount as listed on Exhibit D and payment of any expenses of the Trustee or the Authority in enforcing this provision. If the Municipality has prior loans with the Authority, then those loans shall be subject to the same penalty provisions.

(iii) Authority may request any financial statements from the Borrower in writing at any time and Borrower shall provide the requested financial statements to the Authority within 15 days of receipt of the written request.

(b) Reporting of Significant Events.

(i) Pursuant to the provisions of this Section 5, the Municipality shall give or cause to be given, notice to the Authority of the occurrence of any of the following events (the "Listed Events") with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:

- (1) Principal and interest payment delinquencies.
- (2) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (4) Substitution of credit or liquidity providers, or their failure to perform;
- (5) Defeasances;
- (6) Tender offers;
- (7) Bankruptcy, insolvency, receivership or similar proceedings;
- (8) Rating changes;

(ii) Pursuant to the provisions of this Section 5, the Municipality shall give or cause to be given, notice to the Authority of the occurrence of any of the following Events with respect to the Bonds in a timely manner not more than ten (10) Business

Days after the event, if material:

- (1) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination.
- (2) Appointment of a successor or additional trustee or the change of the name of trustee;
- (3) Non-payment related defaults;
- (4) Modifications to the rights of the owners of the Bonds;
- (5) Bond calls;
- (6) Release, substitution or sale of property securing repayment of the Bonds.

(c) These provisions shall terminate upon the legal defeasance or discharge of this Loan Agreement in accordance with Section 8.1. If such termination occurs prior to the final maturity of the Municipal Bonds, the Municipality shall give notice of such termination in the same manner as for a Listed Event under Section 5.9(b).

(d) Additional Information. Nothing in this Section 5.9 shall be deemed to prevent the Municipality from disseminating any other information, using the means of dissemination set forth in this Section 5.9 or any other means of communication, or including any other information in any Annual Surveillance Response or notice of occurrence of a Listed Event, in addition to that which is required by this Section 5.9. If the Municipality chooses to include any information in any Annual Surveillance Response or notice of occurrence of a Listed Event in addition to that which is specifically required by this Section 5.9, the Municipality shall have no obligation under this Section 5.9 to update such information or include it in any future Annual Surveillance Response or notice of occurrence of a Listed Event.

(e) Notices. Any notices or communications to or among any of the parties to this Section 5.9 may be given at their addresses as set forth in the Trust Agreement and this Loan Agreement.

(f) If as a result of a change in circumstances, the Municipality becomes an "obligated person" as defined in the Continuing Disclosure Policy Concerning Municipal Securities adopted by the Authority, the Municipality agrees to amend this Agreement to provide for a continuing disclosure undertaking.

(g) The entering into Section 5.9 of this Loan Agreement shall not in any way waive or limit the responsibilities of the Municipality with respect to any reporting or disclosure provisions of any prior loan agreements entered into between the Authority and the

Municipality including without limitation the filing of continuing disclosure reports with the Municipal Securities Rulemaking Board.

(h) Beneficiaries. This Section 5.9 shall inure solely to the benefit of the Municipality and the Authority and shall create no rights in any other person or entity.

**Section 5.10 Eminent Domain Proceeds.** If all or any part of the System shall be taken by eminent domain proceedings, the Net Proceeds realized by the Municipality therefrom shall be deposited by the Municipality with the Trustee in a special fund which the Trustee shall establish as needed in trust and applied by the Municipality to the cost of acquiring and constructing additions, betterments, extensions or improvements to the System if (A) the Municipality first secures and files with the Trustee a Certificate of the Municipality showing (i) the loss in annual System Revenues, if any, suffered, or to be suffered, by the Municipality by reason of such eminent domain proceedings, (ii) a general description of the additions, betterments, extensions or improvements to the System then proposed to be acquired and constructed by the Municipality from such proceeds, and (iii) an estimate of the additional System Revenues to be derived from such additions, betterments, extensions or improvements; and (B) the Trustee has been furnished a Certificate of the Municipality, certifying that such additional System Revenues will sufficiently offset on a timely basis the loss of System Revenues resulting from such eminent domain proceedings so that the ability of the Municipality to pay Repayment Installments when due will not be substantially impaired, and such Certificate of the Municipality shall be final and conclusive, and any balance of such Net Proceeds not required by the Municipality for such purpose shall be deposited in the Income Fund and applied as provided in Section 4.2 hereof, *provided*, that if the foregoing conditions are not met, then such Net Proceeds shall be deposited with the Trustee and applied to make Repayment Installments as they come due and Parity Obligation Payments as they shall become due; *provided further* that the foregoing procedures for the application of Net Proceeds shall be subject to any similar provisions for Parity Debt on a pro rata basis.

If such eminent domain proceedings have had no effect, or at most an immaterial effect, upon the System Revenues and the security of the Repayment Installments, and a Certificate of the Municipality to such effect has been filed with the Trustee, then the Municipality shall forthwith deposit such Net Proceeds in the Income Fund, to be applied as provided in Section 4.2 hereof.

**Section 5.11 Amounts of Rates, Fees and Charges.**

(a) The Municipality will, at all times while any of the Repayment Installments remain unpaid, fix, prescribe and collect rates, fees and charges and manage the operation of the System for each Fiscal Year so as to yield System Revenues at least sufficient, after making reasonable allowances for contingencies and errors in the estimates, to pay the following amounts during such Fiscal Year:

(i) All current Operation and Maintenance Costs.



- (ii) The Repayment Installments and the payments for the other Parity Debt and the payment of any Subordinate Obligations as they become due and payable.
- (iii) All payments required for compliance with the terms hereof.
- (iv) All payments to meet any other obligations of the Municipality which are charges, liens or encumbrances upon, or payable from, the System Net Revenues.

(b) In addition to the requirements of the foregoing subsection (a) of this Section, the Municipality will, at all times while any Repayment Installments remain unpaid, to the maximum extent permitted by law, fix, prescribe and collect rates, fees and charges and manage the operation of the System for each Fiscal Year, plus any credits from the Rate Stabilization Account in accordance with Sections 4.5 and 4.6 hereof, so as to yield System Net Revenues during such Fiscal Year equal to at least 125% of the Annual Debt Service in such Fiscal Year. If the Municipality is unable to meet this requirement, it will retain a Consulting Engineer to provide recommendations or adjustments to rates or modifications to operations to produce the necessary amount of System Net Revenues specified above in this Section 5.11(b) of this Loan Agreement.

(c) If Municipality shall fail to comply with Section 5.11(a) or (b) above and is unable to bring itself into compliance within sixty (60) days thereafter, it shall immediately notify the Authority and the Trustee.

The Municipality may make or permit to be made adjustments from time to time in such rates, fees and charges and may make or permit to be made such classification thereof as it deems necessary, but shall not reduce or permit to be reduced such rates, fees and charges below those then in effect unless the System Revenues from such reduced rates, fees and charges will at all times be sufficient to meet the requirements of this Section.

**Section 5.12 Enforcement of and Performance Under Contracts.** The Municipality shall enforce all material provisions of any contracts to which it is a party, an assignee, successor in interest to a party or third-party beneficiary, in any case where such contracts provide for material payments or services to be rendered to the System. Further, the Municipality will comply with, keep, observe and perform all material agreements, conditions, covenants and terms, express or implied, required to be performed by it, contained in all contracts affecting or involving the System, to the extent that the Municipality is a party thereto.

**Section 5.13 Collection of Charges, Fees and Rates.** The Municipality will have in effect at all times rules and regulations requiring each user of the System to pay the applicable charges, fees and rates and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the Municipality will enforce the collection procedures contained in such rules and regulations.

**Section 5.14 No Free Service.** The Municipality will not permit any part of the System or any facility thereof to be used or taken advantage of free of charge by any corporation, firm or person,

charitable organization, or by any public agency (including the State of Idaho and any municipality, county, public agency, political subdivision, public corporation or agency or any thereof), unless otherwise required by law or existing written agreements.

**Section 5.15 Payment of Claims.** The Municipality will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the System or upon the System Net Revenues or any part thereof, or upon any funds held by the Trustee, or which might impair the security of the Repayment Installments; *provided*, that nothing herein contained shall require the Municipality to make any such payments so long as the Municipality in good faith shall contest the validity of any such claims and such nonpayment will not materially adversely affect the Municipality's ability to perform its obligations hereunder.

**Section 5.16 Books of Record and Accounts; Financial Statements.** The Municipality will keep proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the System and the Income Fund, and upon request, which the Trustee has no duty to so request, will provide information concerning such books of record and accounts to the Trustee.

The Municipality will prepare annually, not later than one hundred eighty (180) days after the close of each Fiscal Year, so long as any Repayment Installments remain unpaid, an audited financial statement of the Municipality relating to the Income Fund and all other accounts or funds established pursuant hereto for the preceding Fiscal Year prepared by an Independent Certified Public Accountant, showing the balances in each such account or fund as of the beginning of such Fiscal Year and all deposits in and withdrawals from each such account or fund during such Fiscal Year and the balances in each such account or fund as of the end of such Fiscal Year, which audited financial statement shall include a statement as to the manner and extent to which the Municipality has complied with the provisions hereof. Failure to furnish said audited financial statements within said time may subject the Municipality to late charges by the Authority. The Municipality will furnish a copy of such audited financial statement to the Trustee upon request, and will furnish such reasonable number of copies thereof to investment bankers, security dealers and others interested in the Bonds.

**Section 5.17 Payment of Taxes and Other Charges and Compliance With Governmental Regulations.** The Municipality will pay and discharge all taxes, service charges, assessments and other governmental charges which may hereafter be lawfully imposed upon the System or any properties owned by the Municipality, or upon the System Revenues, when the same shall become due; *provided*, that nothing herein contained shall require the Municipality to make any such payments so long as the Municipality in good faith shall contest the validity of any such taxes, service charges, assessments or other governmental charges and such nonpayment will not materially adversely affect the Municipality's ability to perform its obligations hereunder.

The Municipality will duly comply with all applicable State, federal and local statutes and all valid regulations and requirements of any governmental authority relative to the operation of the System or any part thereof, but the Municipality shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good

faith and such noncompliance will not materially adversely affect the Municipality's ability to perform its obligations hereunder.

**Section 5.18 Maintenance of Insurance.** The Municipality agrees to maintain fire and extended coverage insurance on the System in such minimum amounts as are reasonable and prevalent for similar municipalities and systems in the State of Idaho and worker's compensation coverage on all full-time employees working on, in, near or about the System in accordance with applicable State laws. The Municipality may self-insure against such risks. The Municipality shall provide evidence of such insurance to the Authority or the Trustee, respectively, upon written request of either the Authority or the Trustee which the Trustee has no duty to so request.

**Section 5.19 Delivery of Closing Documents.** The Municipality agrees to execute and deliver on the Closing Date the certificates attached hereto as Exhibit C.

**Section 5.20 Authority Fees.** The Municipality is paying to the Authority an Application Fee of \$500.00 which may be credited against the Authority Fee. The Municipality shall pay to the Authority the Authority Fee at the closing of the Loan and Annual Expense Charges each year.

## ARTICLE VI - EVENTS OF DEFAULT AND REMEDIES

**Section 6.1 Events of Default.** Any one of the following which occurs and continues shall constitute an Event of Default pursuant to this Loan Agreement:

- (a) failure by the Municipality to transmit to the Trustee any Repayment Installment by the 15th day prior to the respective Repayment Installment Date; or
- (b) failure of the Municipality to observe and perform any covenant, condition or agreement on its part required to be observed or performed by this Loan Agreement, other than making the payments referred to in (a) above, which continues for a period of sixty (60) days after written notice, which notice shall specify such failure and request that it be remedied, given to the Municipality by the Authority or the Trustee, unless the Authority and the Trustee (at the direction of the Authority) shall agree in writing to an extension of such time; provided, however, that if the failure stated in the notice cannot be corrected within such period, the Authority and the Trustee (at the direction of the Authority) will not unreasonably withhold their consent to an extension of such time if corrective action is instituted within such period and diligently pursued until the default is corrected.

The provisions of subsection (b) of this Section are subject to the limitation that the Municipality shall not be deemed in default if and so long as the Municipality is unable to carry out its agreements hereunder by reason of strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of Idaho or any of their departments, agencies, or officials, or any civil or military authority; insurrections, riots, epidemics, landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any

other cause or event not reasonably within the control of the Municipality; it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Municipality, and the Municipality shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Municipality, unfavorable to the Municipality. This limitation shall not apply to any default under subsection (a) of this Section.

**Section 6.2 Remedies On Default.** Whenever any Event of Default shall have occurred and shall continue, the following remedies may be pursued with respect to the Trustee, subject to its rights and protections under the Trust Agreement:

(a) The Trustee shall have access to and the right to inspect, examine and make copies of the books and records and any and all accounts and data of the Municipality.

(b) The Authority or the Trustee may take whatever action at law or in equity as may be necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Municipality under this Loan Agreement including without limitation taking the actions under Section 3.6 hereof.

In case the Trustee or the Authority shall have proceeded to enforce its rights under this Loan Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Authority, then, and in every such case, the Municipality, the Trustee and the Authority shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Municipality, the Trustee and the Authority shall continue as though no such action had been taken (provided, however, that any settlement of such proceedings duly entered into by the Authority, the Trustee or the Municipality shall not be disturbed by reason of this provision).

In case the Municipality shall fail forthwith to pay amounts due by reason of this Section 6.2 upon demand of the Trustee, the Trustee shall be entitled and empowered to institute any action or proceeding at law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Municipality and collect in the manner provided by law the moneys adjudged or decreed to be payable.

In case proceedings shall be pending for the bankruptcy or for the reorganization of the Municipality under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Municipality or in the case of any other similar judicial proceedings relative to the Municipality, or the creditors or property of the Municipality, then the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Loan Agreement and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Municipality, its creditors

or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute such amounts as provided in the Trust Agreement after the deduction of its charges and expenses. Any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including expenses and fees of counsel incurred by it up to the date of such distribution.

**Section 6.3 Agreement to Pay Attorneys' Fees and Expenses.** In the event the Municipality should default under any of the provisions of this Loan Agreement and the Authority or the Trustee should employ attorneys or incur other expenses for the collection of the payments due under this Loan Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Municipality herein contained, the Municipality agrees to pay to the Authority or the Trustee the reasonable fees and expenses of such attorneys and such other expenses so incurred by the Authority or the Trustee.

**Section 6.4 No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Authority or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Authority hereunder shall also extend to the Trustee, and the Trustee and the holders of the Bonds shall be deemed third party beneficiaries of all covenants and agreements herein contained.

**Section 6.5 No Additional Waiver Implied by One Waiver.** In the event any agreement or covenant contained in this Loan Agreement should be breached by the Municipality and thereafter waived by the Authority or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 6.6 No Cross Default.** The Municipality shall not be liable for the failure of any other municipality to make payments with respect to the Bonds. The occurrence of any Event of Default of any other municipality under such municipality's loan agreement shall not constitute an Event of Default of the Municipality under this Loan Agreement.

## ARTICLE VII - PREPAYMENT

**Section 7.1 Redemption of Bonds with Prepayment Moneys.** By virtue of the assignment of certain of the rights of the Authority under this Loan Agreement to the Trustee as is provided in Section 3.4 hereof, the Municipality agrees to and shall pay directly to the Trustee any amount permitted or required to be paid by it under this Article VII. The Trustee shall use the moneys so paid to it by the Municipality to effect redemption of the Bonds as set forth in this Article on the

date specified for such redemption. The principal component of the Repayment Installments to be prepaid shall correspond in amount and maturity date to the Bonds related to this Loan Agreement.

**Section 7.2 Option to Prepay Installments.** The Repayment Installments specified in Schedule 1 attached hereto are subject to prepayment at the option of the Municipality on the dates and in the amounts as set forth in Schedule 1 which shall be consistent with the terms for redemption of the Authority Bonds.

**Section 7.3 Amount of Prepayment.** In the case of a prepayment, of the entire amount due hereunder pursuant to Section 7.2 hereof, the amount to be paid shall be a sum sufficient, together with other funds and (as such sufficiency is evidenced by a verification report of an Independent Certified Public Accountant) the yield on any securities deposited with the Trustee and available for such purpose, to pay all Repayment Installments thereafter due. In any event, any prepayment of Repayment Installments shall include sufficient funds to pay all principal, accrued interest, premium, if any, and other costs related to the redemption of the Authority's Bonds to be redeemed as a result of such prepayment.

**Section 7.4 Notice of Prepayment.** The Municipality shall give sixty days' prior written notice to the Authority and the Trustee specifying the date upon which any prepayment pursuant to this Article VII will be made. The Authority and the Trustee, at the request of the Municipality, shall forthwith take all steps necessary under the applicable provisions of the Trust Agreement (except that the Authority shall not be required to make payment of any money required for such redemption) to effect redemption of the part of the then outstanding Bonds related to this Loan Agreement, as the case may be, on the earliest practicable date thereafter, on or after the proposed prepayment date, on which such redemption may be made under applicable provisions of the Trust Agreement.

Notwithstanding anything to the contrary in this Loan Agreement, each notice contemplated in this Section 7.4 that is given with respect to an optional prepayment pursuant to Section 7.2 hereof may state that it is subject to and conditional upon receipt by the Trustee on or prior to the proposed prepayment date of amounts sufficient to effect such prepayment and, if a notice so states, such notice shall be of no force and effect and the prepayment need not be made and the Repayment Installments will not become due and payable on the proposed prepayment date unless such amounts are so received on or prior to the proposed prepayment date.

## **ARTICLE VIII - DISCHARGE OF OBLIGATIONS**

### **Section 8.1 Discharge and Defeasance of Obligations.**

- (a) The Repayment Installments shall be discharged to the extent the Bonds are discharged under the Trust Agreement. The principal components of the Repayment Installments to be discharged shall correspond in amount and maturity date to the Bonds related to this Loan Agreement.

(b) If the Municipality shall pay or cause to be paid or there shall otherwise be paid in full to the Trustee all of the Repayment Installments at the times and in the manner stipulated herein, and the Municipality shall pay in full all other amounts due hereunder, then all agreements, covenants and other obligations of the Municipality hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event (provided the Municipal Bond shall not be canceled until the related Bonds of the Authority have been canceled), the Trustee shall execute and deliver to the Municipality all such instruments as may be necessary or desirable and prepared by or on behalf of the Municipality to evidence such discharge and satisfaction.

(c) Any Repayment Installments shall prior to the Repayment Installment Date or prepayment date thereof be defeased within the meaning of and with the effect expressed in subsection (b) of this Section (provided the Municipal Bond shall not be canceled until the related Bonds of the Authority have been canceled) if (1) in case any of such Repayment Installments are to be prepaid, the Municipality shall have given to the Authority and Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with this Loan Agreement, (2) there shall have been deposited with the Trustee (A) money in an amount which shall be sufficient and/or (B) Government Securities, the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to transmit and pay when due the Repayment Installments on and prior to the Repayment Installment Dates or prepayment date thereof, as the case may be, and the prepayment premiums, if any, on such Repayment Installments.

#### **ARTICLE IX - NON-LIABILITY OF AUTHORITY; EXPENSES; INDEMNIFICATION**

**Section 9.1 Non-Liability of Authority.** The Authority shall not be obligated to pay the principal of, or premium, if any, or interest on the Bonds, or to discharge any other financial liability (including but not limited to financial liability under Section 5.7 hereof) in connection herewith, except from, and to the extent of, payments made by the Municipality under this Loan Agreement, or through the State intercept provided under Section 3.6 of this Loan Agreement and Section 67-8727, Idaho Code, as amended. The Municipality hereby acknowledges that the Authority's sole source of moneys to repay the Bonds will be provided by the payments made by the Municipality pursuant to this Loan Agreement (excluding payments to the Authority or the Trustee pursuant to Section 5.7 and 9.3 of this Loan Agreement) and payments from other participating Municipalities and the State intercept provided under Section 67-8727, Idaho Code, as amended.

**Section 9.2 Liability of Municipality Limited to System Revenues and Other Funds.** The Municipality shall not be required to advance any moneys derived from any source of income other than the System Revenues, the Income Fund and the other funds provided herein for the payment of the Repayment Installments or for the performance of any agreements or covenants required to be performed by it contained herein. The Municipality may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the Municipality for such purpose.

The obligation of the Municipality to make the Repayment Installments is a special obligation of the Municipality payable solely from the System Net Revenues and the other legally available funds provided for herein (except as provided in Section 3.6 or elsewhere herein), and does not constitute a debt of the Municipality or of the State of Idaho or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

**Section 9.3 Indemnification.** The Municipality releases the Authority and the Trustee from, and covenants and agrees that neither the Authority nor the Trustee shall be liable for, and covenants and agrees, to the extent permitted by law, to indemnify, defend and hold harmless the Authority and the Trustee and their officers, directors, elected officials, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with the financing or refinancing of the Project, or the conditions, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation or construction of the Project or any part thereof.

## ARTICLE X - MISCELLANEOUS

**Section 10.1 Notices.** All notices, certificates or other communications shall be deemed sufficiently given on the second day following the day on which the same have been mailed by first class mail, postage prepaid, addressed to the Authority, the Municipality or the Trustee, as the case may be. Notices for the Municipality shall be sent to the address specified in Schedule 1 attached hereto. Notices for the Authority and the Trustee shall be sent to the addresses set forth in the Trust Agreement. A duplicate copy of each notice, certificate or other communication given hereunder by either the Authority or the Municipality to the other shall also be given to the Trustee. The Authority, the Municipality and the Trustee may, by notice given hereunder, designate any different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 10.2 Severability.** If any provision of this Loan Agreement shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

**Section 10.3 Execution of Counterparts.** This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.4 Amendments, Changes and Modifications.** Subsequent to the initial issuance of Bonds and prior to their payment in full, or provision for such payment having been made as provided in the Trust Agreement, this Loan Agreement may be amended, changed or modified as set forth in Article X of the Trust Agreement.

**Section 10.5 Governing Law.** This Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Idaho.



**Section 10.6 Authorized Municipality Representative.** Whenever under the provisions of this Loan Agreement the approval of the Municipality is required or the Authority or the Trustee is required to take some action at the request of the Municipality, such approval or such request shall be given on behalf of the Municipality by an Authorized Municipality Representative, and the Authority and the Trustee shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Trustee as a result of any such action taken.

**Section 10.7 Term of the Loan Agreement.** This Loan Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as the Municipal Bond is outstanding; provided, however, that the rights of the Trustee and the Authority under Section 9.3 hereof shall survive the termination of this Loan Agreement, the retirement of the Bonds and the removal or resignation of the Trustee. All representations and certifications by the Municipality as to all matters affecting the tax-exempt status of the Bonds shall survive the termination of this Loan Agreement.

**Section 10.8 Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority, the Municipality, the Trustee and their respective successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Emmett, Idaho has caused this Loan Agreement to be executed in its name and its seal to be hereunto affixed by its duly authorized officers, and the Idaho Bond Bank Authority has caused this Loan Agreement to be executed in its name and attested by its duly authorized officers, all as of the date first above written.

**CITY OF EMMETT, IDAHO**

By \_\_\_\_\_  
Mayor

[SEAL]

Attest:

\_\_\_\_\_  
City Clerk

**IDAHO BOND BANK AUTHORITY**

By \_\_\_\_\_  
Executive Director

SCHEDULE 1: CITY OF EMMETT

Prior Bonds Date:	Water and Sewer Refunding Revenue Bond, Series 2012B dated June 21, 2012 Water and Sewer Revenue Bond, Series 2012C dated June 21, 2012 Water and Sewer Revenue Bond, Series 2013 dated June 5, 2013
Prior Bonds Original Par Amount:	Water and Sewer Refunding Revenue Bond, Series 2012B \$9,335,000 Water and Sewer Revenue Bond, Series 2012C \$1,100,000, and Water and Sewer Revenue Bond, Series 2013 \$1,000,000
Municipal Bond Purchase Price:	Par amount of \$ _____ plus a premium of \$ _____ less Underwriter Discount of \$ _____, for a net purchase price of \$ _____.
Repayment Amount:	\$ _____ aggregate amount for Water and Sewer Refunding Revenue Bond, Series 2012B, Water and Sewer Revenue Bond, Series 2012C and Water and Sewer Revenue Bond, Series 2013 plus interest.
Prepayment Provisions:	The Repayment Installments coming due on or prior to September 15, 202__, are not subject to prepayment. The Repayment Installments coming due on and after September 15, 202__, are subject to prepayment, at the written direction of the Municipality and with the consent of the Authority, from any moneys deposited with the Trustee, as a whole or in part on any date on or after March 15, 202__, among such payment dates as designated by the Authority to the Trustee, at the price of par, plus accrued interest, if any, to the date of prepayment.
Municipality address:	501 E. Main Street, Emmett, Idaho 83617
Disbursement of Loan:	1. \$ _____, along with funds of the Municipality (\$ _____) to pay off the Prior Bonds. 2. \$ _____ to the Series 2020B Cost of Issuance Account held by the Trustee under the Trust Agreement to pay various costs of issuance on the Authority Bonds. 3. \$ _____ representing the Authority Fee shall be deposited to, and paid to the Authority from, the Series 2020B Cost of Issuance Account. 4. \$ _____ to the Municipality as a rounding amount. 5. \$ _____ for Municipality costs of issuance.

[Reserve Fund:	The Municipality qualifies for a debt service reserve fund waiver as a result of debt service coverage in excess of 1.50% unless subsequently required by Section 4.4 after closing.
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EXHIBIT A

**Description of the Project**

The Project consists of the issuance of the Municipality's Water and Sewer Refunding Revenue Bond, Series 2020, in the principal amount of \$ \_\_\_\_\_, for the purpose of refunding the Municipality's outstanding Prior Bonds which originally financed and/or refinanced all or a portion of the costs of design and construction of various improvements for the water and sewer system of the City of Emmett, Idaho.

EXHIBIT B

**Repayment Installments and Repayment Installment Dates**

Payment Date	Principal (to come)	Coupon	Interest	Debt Service
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Payment Date	Principal	Coupon	Interest	Debt Service
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\*Payments must be transmitted to the Trustee 15 days prior to the payment dates listed.

LOAN AGREEMENT - PAGE 32

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## EXHIBIT C

### **Municipality Closing Documents**

- a. Ordinance No. \_\_\_ adopted August 25, 2020, authorizing the Municipal Bond, and delegating authority to approve and execute the Loan Agreement.
- b. Certificate as to Pricing and Related Matters dated August \_\_, 2020.
- c. Loan Agreement, dated as of September 1, 2020 between the Municipality and the Authority.
- d. Bond of the Municipality.
- e. Loan Application.
- f. Opinion of Bond Counsel.
- g. Supplemental Opinion of Bond Counsel.
- h. General Certificate.
- i. No Litigation and Signature Identification Certificate.
- j. Purchaser's Receipt for Bond.
- k. IRS Form 8038-G.
- l. Receipt for Proceeds of Bond and Certificate and Request.
- m. Certificate of Investigation.
- n. Disclosure Certificate.



EXHIBIT D

**Fees charged by Authority for failure to comply with  
Reporting Requirements**

Continuing Disclosure Late Fee Scale

Initial Fee:

Due three months after filing deadline: Lesser of \$7,500 or 0.50% of issued amount

Additional Fees:

Due every 3 months after the Initial Fee due date: Lesser of \$500 or 0.20% of issued amount

This scale will pertain to every outstanding borrowing of the Municipality from the Idaho Bond Bank Authority.



**CITY OF EMMETT**  
Zoning Commission  
Recommendation to City Council

*(This recommendation is to be used in conjunction with the Staff Report for the same application.)*

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**Application:** PP #20-001 Preliminary Plat– Legacy Heights Subdivision

**Applicant:** Pat Colwell, T-O Engineers (representing Kevin Rowley, owner)

**Date of Written Recommendation:** August 17, 2020

**Date of Zoning Commission Public Hearing(s):** August 3, 2020

**Date of City Council Meeting:** August 25, 2020, 7:00pm

**Summary of Public Testimony:**

- Applicant provided summary/overview of proposed plat and amenities
- One (1) property owners in the immediate vicinity testified with concerns regarding the following topics (*reference the 8/3/20 Zoning Commission minutes for detail*):
  - traffic study being completed (must be completed prior to filing a final plat application).
  - fencing the west boundary of the subdivision (one of the conditions of approval)
  - emergency access point, lot 12, block 1
- Pat Colwell, project engineer rebutted and answered questions about the plat design during the hearing.
- Applicant agreed to comply with all staff comments.

**Commission Recommendation:**

- Based on the findings included in the accompanying staff report and on the applicant's testimony that they will comply with staff comments, the Commission voted to recommend approval of the application, and adopt the Site-Specific Conditions of Approval from the staff report. Unanimous vote.

**Reason(s) and Findings for Recommendation:** See pages 7-8 of the Staff Report.

**Outstanding Issues for City Council Meeting:**

- Note: Emmett City Code only requires one (1) public hearing for a Preliminary Plat application. Therefore, the 8/24 City Council meeting was not re-noticed to the public. Staff recommends that any significant changes to the Zoning Commission recommendation that City Council wants to make be addressed only during a new public hearing at a later date. Otherwise, you can discuss the Commission's recommendations as presented and make a final decision.

**Possible Motion:**

I make a motion to approve application PP # 20-001, a preliminary plat application for Legacy Heights Subdivision, adopting section 8 of the staff report - Site Specific Conditions of Approval, number 1-15. (See Attached).

OR

I make a motion to deny application PP #20-001, a preliminary plat application for Legacy Heights Subdivision for the following reason:

## 8. SITE SPECIFIC CONDITIONS OF APPROVAL (P&Z Dept.)

*P&Z staff offers the following recommended conditions of approval for the PP application. Other departments/agencies have recommended conditions of approval separate from this report. Some of these are comments and information requests while others are topics for the Commission to consider. We request the applicant address each of these issues with the Commission and provide a written response, if possible, prior to the hearing.*

### Preliminary Plat Application

1. Comply with all conditions of approval, as approved by City Council, from impact agencies and utility providers.
2. All proposed street names must meet the approval of the Gem County Street Naming Committee before Final Plat is recorded and must comply with ECC 10-3-5.
3. Per ECC 10-4-2. E, all utilities within the development must be constructed underground.
4. Amend the Preliminary Plat and change "E. Sunrise Street" in phase 1 to a new name as it is duplicated in phase 2.
5. Amend the Landscape Plan by adding two trees to the west of Joshua Way in the common area. Trees need to have 10' of separation from the drainage facility in this common area. This can happen with the landscape plan submittal prior to final plat.
6. If any open ditch on the property is relocated or enclosed, applicant shall submit written approval from Emmett Irrigation District for said change with the construction drawings.
7. Preliminary plat is showing Lot 2, block 3 being a part of the subdivision. In the 2013 application this was part of the development and owned by Kevin Rowley. Since then, this house has been sold off to a private owner and is NOT a part of the subdivision. Preliminary landscape plan shows this property being fenced, which is required. Roadway improvements, as shown on sheet PP0.2, which include curb, gutter, and sidewalk are required on both sides of Joshua Way and also along E. 12<sup>th</sup> street and connect to Payette River Orchards Subdivision. The lot numbers in block 3 will need to be renumbered also.
8. Show connectivity of the sidewalk and roadway improvements on E. 12<sup>th</sup> street to Payette River Orchards Subdivision to the east. This needs to be included on the construction drawings. This will include a driveway approach, curb, gutter, and sidewalk on the frontage of the property located at 2525 E. 12<sup>th</sup> street. The distance is approximately 30'.
9. Preliminary plat shows a 35' right of way to be dedicated to the city. This road is classified as a local street, 50' right of way. East 12<sup>th</sup> street roadway improvements will need to align with Payette River Orchards Subdivision and no deviation of the driving surface or sidewalk will be allowed.
10. Per ECC 9-20, all lighting within Legacy Heights Subdivision shall conform to the City of Emmett's dark sky lighting standards. Applicant shall add this requirement to the CC&R's.
11. The sub divider shall install a 6-foot solid, perimeter fence around the subdivision as a screen for the impacted neighboring properties and from State Highway 16.
12. Final landscape plan is to be submitted prior to filing the final plat.

13. Per ECC 10-3-11 E, the applicant/owner shall enter into a phasing agreement with the City prior to City Council approval of the Preliminary Plat. At a minimum, said agreement shall address the following:
- Public street signage (e.g. "future extension" of stub streets)
  - Emergency vehicle turnarounds between phases with barricades
  - Utility stub locations and design
  - Amenity improvements
  - Permanent and temporary fencing
14. The applicant shall comply with the specifications outlined in agency letters or emails from the following:
- a. Gem County Road and Bridge Department, Neal Capps, dated June 24, 2020
  - b. Emmett Fire Department, dated June 30, 2020
  - c. Keller Associates, dated June 29, 2020 and July 20, 2020. **ADDRESSED**
15. Applicant shall comply with ECC 10-2-3 regarding plat approval period standards and shall submit a Final Plat application for Phase 1 within 18 months after approval of the preliminary plat. Failure to file a Final Plat within this time frame shall cause the preliminary plat to become null and void unless an extension of time is applied for by the sub divider and granted by the City Council. Said application for time extension shall be submitted in writing to the administrator prior to the expiration date and shall state the reasons for failure to file the final plat application. The application shall also include a proposed length of extension, not to exceed twelve (12) months. More than one extension may be granted upon showing of good cause. for Phase 2 within one (1) year of Final Plat approval of Phase 1.

#### 10. STAFF RECOMMENDATION

Staff recommends the preliminary plat for Legacy Heights be approved with Site Specific Conditions of Approval being part of the recommended motion as submitted or amended.

**Motion Carried.**

## **PUBLIC HEARING: PP #20-001**

**Chair Earls:** opened the Public Hearing for PP #20-001

**Zoning Administrator:** presented PP #20-001 application and appended Staff Report. Summarized previously submitted comments from Keller and Associates, the City's Engineer and T-O Engineering, the Application's Engineer; and also from members of the public including a verbal comment received from Amanda Weers (E. Sunrise Street) requesting that a fence be installed around the entire perimeter of the development.

Recommended approval of the application with conditions outlined in the Staff Report. Explained that other agencies have additional conditions of approval that are separate from this report.

**Chair Earls:** asked Commissioners if they had any questions?

**Commissioner Butler:** asked if the Emmett Independent School District had commented on the impact of this many new homes?

**Zoning Administrator:** confirmed that the EISD was sent the application packet via email and that they did not respond.

**Chair Earls:** referenced an email comment received from Rachel Cauffman, asking if all lots were at least 6,000 sq ft?

**Zoning Administrator:** responded that yes all the residential lots meet the minimum 6,000 sq ft requirement and that amount of open space exceeds the minimum required.

**Applicant, Pat Colwel, T-O Engineering: 332 Broadmore Way Nampa ID:** said he believes the development meets all zoning and Comprehensive Plan requirements, they agree with all the conditions of approval, and asked for approval.

**Chair Earls:** asked Commissioners if they had any comments or questions? There were none.

**Chair Earls:** opened hearing for public comment

**Tanya Keen:** said that she had previously submitted several questions and wasn't sure if she had to ask again or if they would be answered here. She's concerned about box "12" where the new road would meet the existing Sunrise cul-de-sac.

**Zoning Administrator:** responded that that would be chained off and would not be opened or used unless an emergency.

**Tanya Keene:** asked if the fencing around the perimeter would be wood or vinyl?

**Zoning Administrator:** responded that the City just requires that the fence be a 6 ft solid fence, its ups to the developer if they want to do wood or vinyl, and up to the property owner to maintain it.

**Tanya Keene:** asked if the new street named "Sunrise" be named something different because it doesn't actually go through to the existing Sunrise St.

**Zoning Administrator:** agreed that the City will ask the Applicant and Road-Naming Committee to name the street something different.

**Tanya Keene:** asked if a Traffic Study had been done. Is concerned that this development, on top of the Littles development will have big traffic impacts.

**Applicant Pat Colwell:** responded that Gem County Road and Bridge have requested a TIS as a condition of approval, and it must be completed and submitted prior to approval of the final plat.

**Commissioner Wiechmann:** said it seems like we may be putting the cart before the horse if the applicant has 15 conditions that need to be met, there is a lot to think about.

**Commissioner Henry:** asked when can we expect the TIS?

**Applicant Pat Colwell:** TISs are in high demand and they are about 2-3 months out.

**Zoning Administrator:** the applicant has 18 months after PP approval, before they have to submit the final plat.

**Commissioner Wiechmann:** how much would it slow the process to delay the approval of the preliminary plat. Are there things the applicant can get done in the meantime?

**Zoning Administrator:** responded that the developer can't move forward on anything until the PP is approved, so delaying your vote will only delay things another month until our next Zoning Meeting. Most of the conditions are done at final plat time for example, landscaping and fencing.

**Attorney Sweeten:** explained that the preliminary plat process serves as a road map for the developer. It basically says if you guys meet these conditions you will get your final plat.

**Chair Earls:** asked if there was anymore information or deliberation needed before the public hearing is closed.

**Commissioner Butler:** still concerned that there was no response from the School District.

**Chair Earls:** responded that City staff met all notification requirements and can not force them to respond.

**Tanya Keene:** agreed with the words used “putting the cart before the horse”, asked how can you approve something before you know its impacts?

**Zoning Administrator:** responded that nothing can be built, a lot can not be sold, until a Traffic Study has been done.

**Charlene Dimmike:** 2517 Monarch, said it appears there are two ways into the subdivision, asked how might the TIS change that?

**Zoning Administrator:** responded that the TIS will not change the layout of the subdivision and or entrance, but it will address the traffic impact at the intersection of E. 12th St. and S. Substation, and the intersection of S. Substation and Hwy 16, for example it may require another traffic light or another turn lane.

**Commissioner Butler:** asked if a TIS was done for the Payette River Orchards Subdivision that was recently approved?

**Zoning Administrator:** responded that the TIS for Payette River Orchards was done by Kittelson and Associates and reminded the Commission of some of the suggested mitigations from that study such as; changing the 12<sup>th</sup> bridge to one-way Northbound, dropping the speed limit from the Hwy to the bridge entrance, adding a bike lane/path on the bridge.

**Commissioner Butler:** asked that she be send the TIS for Payette River Orchards again because she disagrees with a one-way road for a subdivision of 242 homes. Concerned that there are two new subdivisions going up side by side with access to one road.

**Attorney Sweeten:** reminded Commissioners to stick with the application that is in front of them for this hearing.

**Commissioner Butler:** wanted to state again, for the record, that she believes these two subdivisions go hand in hand, being that they share the same impact area.

**Chair Earls:** closed the public hearing for PP #20-001.

## **DECISION OF PUBLIC HEARING: PP #20-001**

**Commissioner Wiechmann:** moved to recommend approval of the application to the City Council including the list of 15 site specific conditions outlined in Section 8 of the Staff Report.

**Commissioner Henry:** Seconded Motion.

**Motion Carried.**





**CITY OF EMMETT**  
**Planning & Zoning Department**

**STAFF REPORT**

**DESCRIPTION:** 1) **PRELIMINARY PLAT APPLICATION FOR PROPOSED LEGACY HEIGHTS SUBDIVISION**

**FILE NUMBER:** PP-20-001

**ZONING COMMISSION PUBLIC HEARING DATE:** AUGUST 3, 2020, 6:00PM

**OWNER:** KEVIN ROWLEY  
PO Box 700  
CALDWELL, ID 83606

**APPLICANT:** KEVIN ROWLEY

**SUBJECT PROPERTY:** RP06N01W162550, SOUTH OF REGENCY HEIGHTS SUBDIVISION

**STAFF PLANNER:** BRIAN SULLIVAN

**1. APPLICATIONS SUMMARY/BACKGROUND:**

The applicant, Kevin Rowley, is requesting City approval of a Preliminary Plat application for Legacy Heights Subdivision. The proposed single-family detached residential development contains 53 building lots and four (4) common lots for a total of 1.92 acres of open space on approximately 14.77 acres. 12 of the 53 building lots and 2 common lots and a portion of the park are proposed in Phase 1. Phase 2 consists of 21 building lots and the remaining park area. Phase 3 consists of the remaining 20 lots. The gross density for this site is 2.78 residential lots per acre. Lot sizes range from 6,000 square feet to approximately 10,000 square feet. The development contains a 1.4-acre park which is proposed to be owned and maintained by the Homeowner's Association. The property is located generally adjacent to 2505 E. 12<sup>th</sup> Street.

The property is currently zoned R-1, Single Family Residential, which has a 6,000 square foot minimum lot size. This parcel (including the 5-acre out-parcel to the southeast) was annexed in March 2004 by Bridgeland Development (James Smith), who originally planned this property as Phases 3 and 4 of Regency Heights Subdivision. The City's approval for Regency Heights 3 & 4 expired in 2008 and the property remains within city limits. Kevin Rowley had preliminary plat approval from the City of Emmett in 2013 for Legacy Heights, but didn't pursue completion of the subdivision at that time, and the preliminary plat has expired.

**2. APPLICATION & PROPERTY FACTS:**

Preliminary Plat Application  
Legacy Heights Subdivision

A. Site Address/Location:

The subject property is located on parcel RP06N01W162550, adjacent to 2505 E. 12<sup>th</sup> street and south of Regency Heights Subdivision. The subdivision lies within Section 16 of T 06N, R 01W.

B. Current Owner(s): Kevin Rowley

C. Applicant(s): Kevin Rowley

D. Present Zoning: R-1 Single Family Residential

E. Present Comprehensive Plan Designation: Area of City Impact

F. Property Size: Approx. 14.77 Acres

**3. APPLICATION PROCESS FACTS:**

A. Application Submittal:

The application for this item was received by the Zoning Office on May 11, 2020. The applications were deemed complete on May 12, 2020.

B. Notice of Public Hearing:

Notice of Public Hearing on the application for the Emmett Zoning Commission was published in accordance with requirements of Title 67, Chapter 65, Idaho Code on June 17, 2020. Notice of this public hearing was mailed to all property owners within 300 feet of the subject property on June 15, 2020. The physical property was posted for the public hearing on June 25, 2020.

C. Relevant Ordinances and Required Actions:

The subject Subdivision application will in fact constitute a Preliminary Plat as determined by ECC, Title 10, Chapter 2. Emmett City Code Title 10, Chapter 2, requires a public hearing on the matter of the Preliminary Plat before the Zoning Commission and a review of the decision by the City Council.

D. History of Previous Actions on Property: Annexation and zoning applications were approved by the City in 2004. The City Council approved a preliminary plat for Regency Heights Subdivision 3 & 4 on September 26, 2006. The approval expired and the application is null and void. After that plat approval, Bridgeland Development conducted construction and excavation activity, including some underground utilities. After the Regency Heights expiration and foreclosure, the subject parcel came under separate ownership from the 5+ - acre out-parcel to the southeast, which is no longer associated with the development.

E. Companion Applications: None-- A Variance application accompanied the preliminary plat application in 2013 to allow the 12<sup>th</sup> Street landscape buffer to be 9.5 instead of the required 20 feet along the lot with the existing house located at 2505 E. 12<sup>th</sup>. This house was on a legal lot, and has since been sold, and is not part of this subdivision plat. This variance application was approved.

**4. LAND USE**

A. Existing Land Use(s): Formerly orchard land, it is now partially excavated, bare ground.

B. Description of Character of Surrounding Area: Low density residential in the unincorporated areas, including Sunset Heights and Apple Valley Subdivisions (1-acre to 5-acre parcels) and medium density residential in city limits (Regency Heights Sub Phase 1 & 2). Property to the east is bare land in the city limits and is part of the Payette River Orchards Subdivision.

C. Adjacent Comprehensive Plan, Zoning and Land Use:

	<b>COMP PLAN DESIGNATION</b>	<b>ZONING DESIGNATION</b>	<b>LAND USE</b>
<b>North of site</b>	Area of City Impact	R-1 Single Family	Single-family residential (medium density)
<b>South of site</b>	Area of City Impact	R-1 Single Family	Bare land / State Hwy. 16
<b>East of site</b>	Area of City Impact	R-1 Single Family	Bare land & Rural Residential
<b>West of site</b>	Area of City Impact	R-2, Residential Transitional (Gem County)	Rural & Rural Residential (Sunset Heights & Apple Valley Sub)

D. Site Design Information:

<b>SITE DATA</b>	<b>TOTAL ACREAGE OF SITE</b>	<b>PROPOSED LOT AREA</b>	<b>MINIMUM LOT SIZE (R-1 ZONE)</b>
	14.77	6,000 – 10,000 sq. ft.	6,000 sq. ft. (standard lots) 7,500 sq. ft. (corner & radius lots)

E. Streets and/or Access Information: The subject property is situated immediately south of E. 12<sup>th</sup> Street, designated as a Local Street (50-foot right-of-way) on the Emmett Major Street Map. Plans show a 35' right of way on East 12<sup>th</sup> street which provides frontage to the proposed subdivision for a distance of approximately 657 feet. State Hwy. 16 ranges between 75' to 200' in distance from the southernmost boundary of Phase 3 but is not adjacent to any of the subject site. Along the subdivision's west boundary are the existing Sundown and Sunrise Streets. Proposed Joshua Way is the only vehicular access from 12<sup>th</sup> Street and connects with proposed Sunrise Street (a new street name needs to be proposed). Emergency access is provided to Sunrise Street via lot 12, block 1, which is a 30' right of way that will require removable bollards or a chain across the drive. Drive must be constructed to city street standards. If approved, all new streets would be dedicated to the City of Emmett as public right-of-way, including lot 12, block 1 for emergency access.

F. Landscaping: ECC 9-17 lists a number of required landscaping elements for subdivisions. The majority of these items are addressed in detail at the time of final plat submittal. However, the applicant has submitted a landscape plan showing open space areas and street trees. ECC 10-3-1 requires a minimum open space contribution based on the number of building lots. Staff's interpretation of ECC 10-3-11. F is that the development requires 1.46 acres of open space, and 1.92 acres are provided.

5. **COMPREHENSIVE PLAN ANALYSIS** (Staff comments are in *italics*)

Below are selected sections and analysis from the Joint Gem Community Comprehensive Plan (last updated in 2010) that are relevant to this application:

**Housing Chapter**

Policies for the Gem Community:

3.1 Encourage the provision of quality and diverse housing, as well as creative subdivision designs, of all price ranges for present and future residents.

*The single-family detached housing is not adding any “diversity” to the city’s housing stock but it does meet the minimum requirements of the existing R-1 zone. Similarly, the subdivision design meets the minimum requirements of the R-1 zone and does contain a centrally-located park that is visible to most Phase 1 lots and accessible to all lot owners.*

3.2 Create and maintain a high quality of life through the provision of adequate open space and recreational opportunities.

*Legacy Heights’ preliminary plat calculated dedicated open space for the 53 lots being proposed exceeds the open space requirement.*

3.6 Support an open housing market free from discrimination on the basis of race, religion, sex, family status, mental or physical handicap.

*The Legacy Heights CC&R’s, while not enforced by the City of Emmett, must be free of any discrimination and/or policies which are in violation of this federal housing rule.*

**Education Chapter**

Goal 4 Policies:

5.4.1 Prepare and provide relevant information on proposed residential development applicants to all education providers.

*The Legacy Heights plat application was submitted to Emmett School District #221 informing them of the proposal. No response was received before the cut-off date or before the public hearing. (A response was received August 13,2020, which was over two weeks past the public comment period and hearing). The comment letter was not included in this packet.*

**Recreation & Open Space Chapter**

Park Facilities & Acquisition Goal:

E2.3 New development. . .and all changes of land use will be considered as opportunities to. . .encourage the development of recreational open spaces and parks as part of new planned developments.

*Legacy Heights Subdivision does incorporate open space into its design, including a playground and walking paths.*

**Land Use Chapter**

General Land Use Policies:

12.5 Promote the design and landscaping of attractive entranceways into our communities.

*Staff finds that the landscaped E. 12<sup>th</sup> Street entrance will comply well with this policy. One area of some concern is the south end of the project that is nearest to Hwy. 16. Even though the Legacy Heights parcel does not abut ITD right-of-way, it will be very visible from the highway. In this respect, perimeter fencing at this end of the project should be given special consideration and be of a durable and quality material.*

## 6. SUBDIVISION ORDINANCE FINDINGS (PRELIMINARY PLAT)

Before recommending approval or approving any subdivision, ECC 10-2-3.H requires the Commission and City Council to consider the objectives of the Subdivision Ordinance and at least the following findings:

1. The conformance of the subdivision with the Comprehensive Plan.

*Staff generally finds the plat to comply with the Comprehensive Plan, as outlined in Section 5 above.*

2. The availability of public services to accommodate the proposed development.

*This finding expands upon the Preliminary Plat finding above by requiring all public services to be evaluated before approving a preliminary plat application. This includes, among other services, EMS, fire, law enforcement, library, schools, streets and irrigation. To date, written comments have been received from the following service providers:*

- Emmett Fire Department
- Gem County Assessor's Office
- Gem County Road and Bridge Department
- Keller Associates (City Engineer)
- Emmett Public Works Department
- Emmett Police Chief
- Gem County Treasure
- Idaho Power
- Last Chance Ditch
- SWDH
- Tonya Keene
- David Webb
- Rachael Kauffman
- Ben Holmes
- Randy Gassel

*These departments state no comments at this time with the following exceptions. Emmett Fire Department is requesting a chain and Knox lock be installed on the emergency ingress/egress road on Lot 12, Block 1, and comments by Gem County Road and Bridge recommends an engineered traffic study for the 12<sup>th</sup> street and S. Substation roads, and provide these results to GCRB Department.*

*Condition #1 and #3 of the June 30<sup>th</sup> Keller Associates letter is recommended by Keller Engineering to be addressed prior to approval of the preliminary plat. **This has been addressed.***

*Conditions #1 and #2 of the July 20<sup>th</sup> Keller Associates letter is recommended by Keller Engineering to be addressed prior to approval of the preliminary plat. **This has been addressed.***

*Public comment letters from Tonya Keene, David Webb, and Rachael Kauffman all address fencing the perimeter of the subdivision for privacy and noise separation. Ben Holmes and Randy Gassel submitted comments with concerns about the irrigation line that runs on the west boundary of Legacy Heights and the need for access to this line. Tonya Keene also has concerns to be addressed in a traffic study. I have had verbal communication with Amanda Weers at the end of Sunrise St. who also would like the subdivision fenced on the perimeter.*

3. The continuity of the proposed development with the capital improvement program.

*The City of Emmett Public Works Department will be constructing a water booster station on property dedicated to the City from Payette River Orchards Subdivision. This is due to the upper water zone (east of Substation Road) as a problem area for water pressure. This is part of the capital improvement program of the City of Emmett. This was an issue on the prior application and has been resolved.*

4. The public financial capability of supporting services for the proposed development.

*If this subdivision is approved, staff finds the following services will need to be provided by the City of Emmett to future residents:*

- *Water and Sewer*
- *EMS*
- *Solid Waste*
- *Streets*
- *Parks*
- *Cemetery*
- *Fire*
- *Law Enforcement*
- *Library*

*Public services to support the development would be handled through general tax and/or fee-for-service structures in place at the time of development. Since there is no rezone or annexation involved with this subdivision, there is not an option to require a Development Agreement (including cost recovery fees) of the developer.*

5. The other health, safety or environmental problems that may be brought to the Commission's attention.

*Staff finds there are no other significant health or environmental problems in connection with this property. The property does have a lot of south-to-north down slope (with an elevation change from 2,432 feet at the south end of Phase 3 to 2,420 feet at the north boundary – a 12-foot drop). However, assuming the stormwater system is engineered accordingly and the seepage beds in the mini-park are designed to not create a mosquito breeding ground or cause any flooding, this should not present any health or safety problems.*

**7. SPECIAL CONSIDERATION –**

Below are a few planning considerations to keep in mind when reviewing this application:

Emergency Access - The International Fire Code requires that any development with 30 or more dwelling units have 2 points of entry. To comply with fire code, at least 2 fire apparatus roads are required to serve the proposed Legacy Heights Subdivision. It is possible to provide an emergency access without providing full access (i.e. through the use of gates, chains, or bollards).

## 8. SITE SPECIFIC CONDITIONS OF APPROVAL (P&Z Dept.)

*P&Z staff offers the following recommended conditions of approval for the PP application. Other departments/agencies have recommended conditions of approval separate from this report. Some of these are comments and information requests while others are topics for the Commission to consider. We request the applicant address each of these issues with the Commission and provide a response, if possible, prior to the hearing. (Applicant has agreed to all comments outlined below).*

### Preliminary Plat Application

1. Comply with all conditions of approval, as approved by City Council, from impact agencies and utility providers.
2. All proposed street names must meet the approval of the Gem County Street Naming Committee before Final Plat is recorded and must comply with ECC 10-3-5.
3. Per ECC 10-4-2. E, all utilities within the development must be constructed underground.
4. Amend the Preliminary Plat and change "E. Sunrise Street" in phase 1 to a new name as it is duplicated in phase 2.
5. Amend the Landscape Plan by adding two trees to the west of Joshua Way in the common area. Trees need to have 10' of separation from the drainage facility in this common area. This can happen with the landscape plan submittal prior to final plat.
6. If any open ditch on the property is relocated or enclosed, applicant shall submit written approval from Emmett Irrigation District for said change with the construction drawings.
7. Preliminary plat is showing Lot 2, block 3 being a part of the subdivision. In the 2013 application this was part of the development and owned by Kevin Rowley. Since then, this house has been sold off to a private owner and is NOT a part of the subdivision. Preliminary landscape plan shows this property being fenced, which is required. Roadway improvements, as shown on sheet PP0.2, which include curb, gutter, and sidewalk are required on both sides of Joshua Way and also along E. 12<sup>th</sup> street and connect to Payette River Orchards Subdivision. The lot numbers in block 3 will need to be renumbered also.
8. Show connectivity of the sidewalk and roadway improvements on E. 12<sup>th</sup> street to Payette River Orchards Subdivision to the east. This needs to be included on the construction drawings. This will include a driveway approach, curb, gutter, and sidewalk on the frontage of the property located at 2525 E. 12<sup>th</sup> street. The distance is approximately 30'.
9. Preliminary plat shows a 35' right of way to be dedicated to the city. This road is classified as a local street, 50' right of way. East 12<sup>th</sup> street roadway improvements will need to align with Payette River Orchards Subdivision and no deviation of the driving surface or sidewalk will be allowed.
10. Per ECC 9-20, all lighting within Legacy Heights Subdivision shall conform to the City of Emmett's dark sky lighting standards. Applicant shall add this requirement to the CC&R's.
11. The sub divider shall install a 6-foot solid, perimeter fence around the subdivision as a screen for the impacted neighboring properties and from State Highway 16.
12. Final landscape plan is to be submitted prior to filing the final plat.
13. Per ECC 10-3-11 E, the applicant/owner shall enter into a phasing agreement with the City prior to City

Council approval of the Preliminary Plat. At a minimum, said agreement shall address the following:

- Public street signage (e.g. "future extension" of stub streets)
- Emergency vehicle turnarounds between phases with barricades
- Utility stub locations and design
- Amenity improvements
- Permanent and temporary fencing

14. The applicant shall comply with the specifications outlined in agency letters or emails from the following:

- a. Gem County Road and Bridge Department, Neal Capps, dated June 24, 2020 **TIS IS UNDERWAY and submitted prior to final plat.**
- b. Emmett Fire Department, dated June 30, 2020
- c. Keller Associates, dated June 29, 2020 and July 20, 2020. **ADDRESSED**

15. Applicant shall comply with ECC 10-2-3 regarding plat approval period standards and shall submit a Final Plat application for Phase 1 within 18 months after approval of the preliminary plat. Failure to file a Final Plat within this time frame shall cause the preliminary plat to become null and void unless an extension of time is applied for by the sub divider and granted by the City Council. Said application for time extension shall be submitted in writing to the administrator prior to the expiration date and shall state the reasons for failure to file the final plat application. The application shall also include a proposed length of extension, not to exceed twelve (12) months. More than one extension may be granted upon showing of good cause. for Phase 2 within one (1) year of Final Plat approval of Phase 1.

#### **10. STAFF RECOMMENDATION**

Staff recommends the preliminary plat for Legacy Heights be approved with Site Specific Conditions of Approval being part of the recommended motion as submitted or amended.





June 29, 2020

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

Re: City of Emmett—Preliminary Plat Review and Approval for Legacy Heights Subdivision Property

Keller Associates, Inc. has reviewed the Preliminary Plat for the Legacy Subdivision dated May 5, 2020. We reviewed the applicant's package to check conformance with the City's Subdivision Ordinance and coordinated our review with Clint Seamens. This development is proposing the new 50' roadway typical roadway section with 37' back of curb to back of curb and central storm collection and disposal. Some of the questions and comments listed below would typically be addressed later in design, but are included now since this is a new approach within the City. We feel that the proposed methods could be effective if designed and constructed properly. The comments below identify some items of question that will require clarification, and a few requirements that will be placed on the development.

1. Provide all property owners within 500 feet of subdivision boundary.
2. The boundary provided on the preliminary plat is not consistent with the warranty deed provided, please provide written legal description.
3. Provide information on location (Lot and Block) of common lots, including intended use and easements.
4. Street lighting shall be in accordance with ISPWC Division 1100, Section 1102, and the City of Emmett Supplementals.
5. Construction plans for a subdivision-wide pressure irrigation system will be required for each final plat. Plan approvals and license agreements from the affected irrigation ditch companies will be required.
6. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained unless approved in writing by the local irrigation district or ditch company.
7. Potable water cannot be used for irrigation purposes. A separate pressure irrigation system will be required.

We recommend that the **conditions 1 and 3 listed above be addressed prior to approval of the Preliminary Plat.** Any variance or waivers to the City of Emmett standards, ordinances, or policies must be specifically approved in writing by the City. Approval of the above referenced preliminary plat does not relieve the Registered Professional Land Surveyor or the Registered Professional Engineer of those responsibilities.

If you should have any questions, please feel free to contact me at (208) 288-1992.

Sincerely,

**KELLER ASSOCIATES, INC.**

DocuSigned by:

Ryan W. Morgan, P.E.

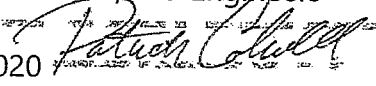
City Engineer

cc: File

T-O Engineers



MEMORANDUM

TO: Brian Sullivan, City of Emmett and Ryan Morgan, Keller Associates  
FROM: Patrick Colwell, T-O Engineers  
DATE: 7/1/2020   
SUBJECT: Preliminary Plat Review

---

1. Provide all property owners within 500'. **The list attached to this email (in excel form).**
2. Boundary provided isn't consistent with Deed provided. **Sorry, original deed we sent had cut off a portion of the legal description. Attached is the deed with the full description.**

3. Provide information on location (Lot and Block) of common lots, including intended use and easements.

Lot 1 Block 1- Landscaping along E 12<sup>th</sup> St and storm drainage.

Lot 12 Block 1- Fire truck access to Sunrise St. (As required by Fire Department)

Lot 5 Block 2- Common lot (park area) and storm drainage.

Lot 1 Block 3- Landscaping along E 12<sup>th</sup> St.

Lot 1 Block 4- Landscaping along E Sunrise St.

4. – 7. **Agreed.**

I believe this addresses all of the preliminary plat comments. If you need anything additional, please feel free to call me at 208-631-9661.

GEM COUNTY

OFFICE OF  
Megan Keene  
TREASURER  
TAX COLLECTOR  
PUBLIC ADMINISTRATOR



415 E MAIN STREET  
ROOM 200  
EMMETT, IDAHO 83617  
(208) 365-3272

June 24, 2020

Emmett Zoning Office  
Attn: Brian Sullivan  
601 E. 3<sup>rd</sup> Street  
Emmett, ID 83617

RE: Legacy Heights Subdivision  
Loc: Quarter: Tax 5887, Section: 16, Township: 06 N, Range: 01 W  
PIN: RP06N01W162550  
Location/Address of Property or Project: E. 12<sup>th</sup> Street

Dear Brian:

After reviewing the preliminary subdivision application for Legacy Heights Subdivision the following are my comments regarding the above referenced parcel:

Parcel RP06N01W162550 has delinquent 2017, 2018, and 2019 taxes owing in the amount of \$5018.68 (balance is good thru 06/30/2020) and will have 2020 taxes due at a future date.

**Any split/combined/property boundary adjustment/sub parcels must have all taxes paid in full.**

***\*\*Please note--Splits, Combos, PBAs, Platted Subdivisions, and Manufactured Homes Declared Real need to be correctly recorded by no later than May 1, 2020, in order to show up in the 2020 Assessment Roll and 2020 Tax Roll. Anything recorded after that date will be valued and taxed based on how the property was as of January 1, 2020.***

If you have any questions, please feel free to contact the Treasurer's office.

Sincerely,

Megan Keene  
Gem County Treasurer

## Anna Marie Young

---

**From:** Curt Christensen  
**Sent:** Tuesday, June 30, 2020 9:30 AM  
**To:** Anna Marie Young  
**Subject:** Re: COMMENTS REQUESTED June 30th PP 20-001

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Anna,

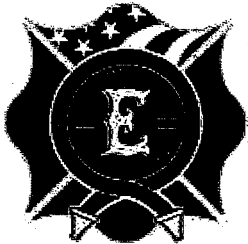
Comments for the proposed 54-lot Legacy Heights Subdivision.

\* On Block 1 Lot 12 access be provided for ingress and egress. Preferred would be a chain across with a Knox lock that is keyed to the Emmett Fire Department specifications.

end of comments.

In Service,

Curt Christensen  
Chief Emmett Fire Department  
[cchristensen@cityofemmett.org](mailto:cchristensen@cityofemmett.org)  
208-941-7367



On Jun 15, 2020, at 10:45 AM, Anna Marie Young <[ayoung@cityofemmett.org](mailto:ayoung@cityofemmett.org)> wrote:

Good Morning,

Attached is the Preliminary Plat Application #20-001 for the proposed 54-lot Legacy Heights Subdivision. Please review and provide comments by Tuesday, June 30<sup>th</sup>. If you don't have any comments please reply to this email stating you have no comments for the record.

Thank you!

*~Anna Marie Young*  
City of Emmett, Planning Clerk

## Anna Marie Young

---

**From:** Mike Giery  
**Sent:** Tuesday, June 16, 2020 7:08 AM  
**To:** Anna Marie Young  
**Subject:** Re: COMMENTS REQUESTED June 30th PP 20-001

I have no comments regarding the Legacy Heights Subdivision

---

**From:** Anna Marie Young <ayoung@cityofemmett.org>  
**Sent:** Monday, June 15, 2020 10:45 AM  
**To:** mike@blackcanyonirrigation.com <mike@blackcanyonirrigation.com>; Steve Kunka <skunka@emmettpolice.com>; emmettirrigationoffice@gmail.com <emmettirrigationoffice@gmail.com>; Curt Christensen <cchristensen@cityofemmett.org>; Mike Giery <mgiery@cityofemmett.org>; brandi.j.richter@usps.gov <brandi.j.richter@usps.gov>; assessor@co.gem.id.us <assessor@co.gem.id.us>; lboston@co.gem.id.us <lboston@co.gem.id.us>; swiley@co.gem.id.us <swiley@co.gem.id.us>; director@gcmad.org <director@gcmad.org>; ncapps@co.gem.id.us <ncapps@co.gem.id.us>; gcrb@co.gem.id.us <gcrb@co.gem.id.us>; Craig Woods <cwoods@isd221.net>; treasurer@co.gem.id.us <treasurer@co.gem.id.us>; mkeene@co.gem.id.us <mkeene@co.gem.id.us>; D3Development.Services@itd.idaho.gov <D3Development.Services@itd.idaho.gov>; juhrig@idahopower.com <juhrig@idahopower.com>; IGCOwyheeDistrictOperationsAide@intgas.com <IGCOwyheeDistrictOperationsAide@intgas.com>; Jessica.mansell@intgas.com <Jessica.mansell@intgas.com>; monica.taylor@intgas.com <monica.taylor@intgas.com>; jwalker@kellerassociates.com <jwalker@kellerassociates.com>; rmorgan@Kellerassociates.com <rmorgan@Kellerassociates.com>; csturlin@Kellerassociates.com <csturlin@Kellerassociates.com>; lastchanceditch@qwestoffice.net <lastchanceditch@qwestoffice.net>; Public Works Distro List <publicworks@cityofemmett.org>; Clint Seamons <cseamons@cityofemmett.org>  
**Cc:** Brian Sullivan <bsullivan@cityofemmett.org>; Jake Sweeten <jsweeten@capitollawgroup.com>  
**Subject:** COMMENTS REQUESTED June 30th PP 20-001

Good Morning,

Attached is the Preliminary Plat Application #20-001 for the proposed 54-lot Legacy Heights Subdivision. Please review and provide comments by Tuesday, June 30<sup>th</sup>. If you don't have any comments please reply to this email stating you have no comments for the record.

Thank you!

*~Anna Marie Young*

City of Emmett, Planning Clerk  
Building & Public Works Dept.  
601 E 3<sup>rd</sup> St. Emmett, ID 83617  
(208) 398-2090  
[ayoung@cityofemmett.org](mailto:ayoung@cityofemmett.org)



## Anna Marie Young

---

**From:** Hollie Ann Strang <hstrang@co.gem.id.us>  
**Sent:** Monday, June 15, 2020 1:14 PM  
**To:** Anna Marie Young  
**Subject:** RE: COMMENTS REQUESTED June 30th PP 20-001

No comments at this time.

## Hollie Ann Strang

---

**From:** Anna Marie Young [mailto:ayoung@cityofemmett.org]  
**Sent:** Monday, June 15, 2020 10:45 AM  
**To:** mike@blackcanyonirrigation.com; Steve Kunka <skunka@emmettpolice.com>; emmettirrigationoffice@gmail.com; Curt Christensen <cchristensen@cityofemmett.org>; Mike Giery <mgiery@cityofemmett.org>; brandi.j.richter@usps.gov; Hollie Ann Strang <hstrang@co.gem.id.us>; Laurie Boston <lboston@co.gem.id.us>; Sharron Wiley <swiley@co.gem.id.us>; director@gcmad.org; Neal Capps <ncapps@co.gem.id.us>; Road & Bridge Office <gcrb@co.gem.id.us>; Craig Woods <cwoods@isd221.net>; Megan Keene <mkeene@co.gem.id.us>; Megan Keene <mkeene@co.gem.id.us>; D3Development.Services@itd.idaho.gov; juhrig@idahopower.com; IGCOwyheeDistrictOperationsAide@intgas.com; Jessica.mansell@intgas.com; monica.taylor@intgas.com; jwalker@kellerassociates.com; rmorgan@Kellerassociates.com; csturlin@Kellerassociates.com; lastchanceditch@qwestoffice.net; Public Works Distro List <publicworks@cityofemmett.org>; Clint Seamons <cseamons@cityofemmett.org>  
**Cc:** Brian Sullivan <bsullivan@cityofemmett.org>; Jake Sweeten <jsweeten@capitolawgroup.com>  
**Subject:** COMMENTS REQUESTED June 30th PP 20-001

Good Morning,

Attached is the Preliminary Plat Application #20-001 for the proposed 54-lot Legacy Heights Subdivision. Please review and provide comments by Tuesday, June 30<sup>th</sup>. If you don't have any comments please reply to this email stating you have no comments for the record.

Thank you!

*~Anna Marie Young*

City of Emmett, Planning Clerk  
Building & Public Works Dept.  
601 E 3<sup>rd</sup> St. Emmett, ID 83617  
(208) 398-2090  
[ayoung@cityofemmett.org](mailto:ayoung@cityofemmett.org)



## Brian Sullivan

---

**From:** lastchanceditch@gmail.com  
**Sent:** Monday, June 15, 2020 1:11 PM  
**To:** Anna Marie Young; mike@blackcanyonirrigation.com; Steve Kunka; emmettirrigationoffice@gmail.com; Curt Christensen; Mike Giery; brandi.j.richter@usps.gov; assessor@co.gem.id.us; lboston@co.gem.id.us; swiley@co.gem.id.us; director@gcmad.org; ncapps@co.gem.id.us; gcrb@co.gem.id.us; 'Craig Woods'; treasurer@co.gem.id.us; mkeene@co.gem.id.us; D3Development.Services@itd.idaho.gov; juhrig@idahopower.com; IGCOwyheeDistrictOperationsAide@intgas.com; Jessica.mansell@intgas.com; monica.taylor@intgas.com; jwalker@kellerassociates.com; rmorgan@Kellerassociates.com; csturlin@Kellerassociates.com; lastchanceditch@qwestoffice.net; Public Works Distro List; Clint Seamons  
**Cc:** Brian Sullivan; 'Jake Sweeten'  
**Subject:** RE: COMMENTS REQUESTED June 30th PP 20-001

The proposed subdivision is not part of Last Chance Ditch Company's service area. LCDC has no comments. Thank you.

**Diane Wright**  
**LCDC Office**  
**PH 208-365-1902 \* FAX 208-365-1903**  
**PO Box 428**  
**118 N Commercial Ave**  
**Emmett ID 83617**

---

**From:** Anna Marie Young <ayoung@cityofemmett.org>  
**Sent:** Monday, June 15, 2020 10:45 AM  
**To:** mike@blackcanyonirrigation.com; Steve Kunka <skunka@emmettpolice.com>; emmettirrigationoffice@gmail.com; Curt Christensen <cchristensen@cityofemmett.org>; Mike Giery <mgiery@cityofemmett.org>; brandi.j.richter@usps.gov; assessor@co.gem.id.us; lboston@co.gem.id.us; swiley@co.gem.id.us; director@gcmad.org; ncapps@co.gem.id.us; gcrb@co.gem.id.us; Craig Woods <cwoods@isd221.net>; treasurer@co.gem.id.us; mkeene@co.gem.id.us; D3Development.Services@itd.idaho.gov; juhrig@idahopower.com; IGCOwyheeDistrictOperationsAide@intgas.com; Jessica.mansell@intgas.com; monica.taylor@intgas.com; jwalker@kellerassociates.com; rmorgan@Kellerassociates.com; csturlin@Kellerassociates.com; lastchanceditch@qwestoffice.net; Public Works Distro List <publicworks@cityofemmett.org>; Clint Seamons <cseamons@cityofemmett.org>  
**Cc:** Brian Sullivan <bsullivan@cityofemmett.org>; Jake Sweeten <jsweeten@capitolawgroup.com>  
**Subject:** COMMENTS REQUESTED June 30th PP 20-001

Good Morning,

Attached is the Preliminary Plat Application #20-001 for the proposed 54-lot Legacy Heights Subdivision. Please review and provide comments by Tuesday, June 30<sup>th</sup>. If you don't have any comments please reply to this email stating you have no comments for the record.

Thank you!

## Anna Marie Young

---

**From:** Steve Kunka  
**Sent:** Tuesday, June 23, 2020 4:41 PM  
**To:** Anna Marie Young  
**Subject:** RE: COMMENTS REQUESTED June 30th PP 20-001

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Anna Marie,

Looks like I might of missed this one? Just confirming with you that I have no comments for the record on the preliminary plat application #20-001 for the proposed 54-lot legacy heights subdivision.

Chief Kunka

---

**From:** Anna Marie Young <ayoung@cityofemmett.org>  
**Sent:** Monday, June 15, 2020 10:45 AM  
**To:** mike@blackcanyonirrigation.com; Steve Kunka <skunka@emmettpolice.com>; emmettirrigationoffice@gmail.com; Curt Christensen <cchristensen@cityofemmett.org>; Mike Giery <mgiery@cityofemmett.org>; brandi.j.richter@usps.gov; assessor@co.gem.id.us; lboston@co.gem.id.us; swiley@co.gem.id.us; director@gcmad.org; ncapps@co.gem.id.us; gcrb@co.gem.id.us; Craig Woods <cwoods@isd221.net>; treasurer@co.gem.id.us; mkeene@co.gem.id.us; D3Development.Services@itd.idaho.gov; juhrig@idahopower.com; IGCOwyheeDistrictOperationsAide@intgas.com; Jessica.mansell@intgas.com; monica.taylor@intgas.com; jwalker@kellerassociates.com; rmorgan@Kellerassociates.com; csturlin@Kellerassociates.com; lastchanceditch@qwestoffice.net; Public Works Distro List <publicworks@cityofemmett.org>; Clint Seamons <cseamons@cityofemmett.org>  
**Cc:** Brian Sullivan <bsullivan@cityofemmett.org>; Jake Sweeten <jsweeten@capitolawgroup.com>  
**Subject:** COMMENTS REQUESTED June 30th PP 20-001

Good Morning,

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Thank you!

*~Anna Marie Young*

City of Emmett, Planning Clerk  
Building & Public Works Dept.  
601 E 3<sup>rd</sup> St. Emmett, ID 83617  
(208) 398-2090  
[ayoung@cityofemmett.org](mailto:ayoung@cityofemmett.org)





**Brian Sullivan**

---

**From:** King, Shelley <SKing@idahopower.com>  
**Sent:** Monday, June 15, 2020 1:17 PM  
**To:** Brian Sullivan  
**Subject:** FW: COMMENTS REQUESTED June 30th PP 20-001  
**Attachments:** PP 20-001 Impact Agency Packet.pdf

Hi Brian,  
Idaho Power has no comment concerning the subdivision proposal of Legacy Heights.

Thank you,

**Shelley King**  
**Regional Designer Leader**  
1550 S Main St. | Payette, ID | 83661  
**Work** 208-642-6278  
sking@idahopower.com

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**CITY OF EMMETT**  
PUBLIC WORKS DEPARTMENT  
601 East 3<sup>rd</sup> Street  
Emmett, Idaho 83617

Public Works Department  
Clint Seamons  
[cseamons@cityofemmett.org](mailto:cseamons@cityofemmett.org)  
Doricela Millan-Sotelo  
[dmillan-sotelo@cityofemmett.org](mailto:dmillan-sotelo@cityofemmett.org)  
Ph: (208) 365-9569

City of Emmett Zoning Office  
ATTN: Brian Sullivan  
File Number: PP 20-001  
Application Type: Preliminary Plat for 54-lot Legacy Heights Subdivision  
Parcel RP06N01W162550 on E. 12<sup>th</sup>

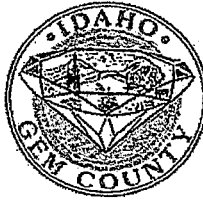
Mr. Sullivan,

At this time Emmett Public Works has no comment for 54 lot Legacy Heights Subdivision Preliminary Plat.

**Clint Seamons**  
**Public Works Director**

---

**Gem County**  
**Road & Bridge Dept.**  
**402 North Hayes Ave.**  
**Emmett, ID 83617-2646**



**Neal Capps, Director**  
**Phone: 208-365-3305**  
**Fax: 208-365-2530**  
**Email: [gcrb@co.gem.id.us](mailto:gcrb@co.gem.id.us)**

June 24, 2020

Brian Sullivan  
City of Emmett Zoning Commission  
601 E. 3<sup>rd</sup> Street  
Emmett, ID 83617

RE: Legacy Heights Preliminary Plat

Brian,

Gem County Road & Bridge (GCRB) has reviewed the application of Kevin Rowley, regarding a 54 Lot Preliminary Plat, located on East 12<sup>th</sup> Street. GCRB recommends adding the following conditions to the Legacy Heights Preliminary Plat if approved.

1. Applicant shall hire a Licensed Traffic Engineer with the State of Idaho to perform traffic studies for the following roadways and intersections.
  - a. South Substation and 12<sup>th</sup> Street Intersection.
  - b. South Substation and Hwy 16 Intersection.
  - c. South Substation Roadway.
2. The traffic study shall include, but not be limited to.
  - a. Turning movement studies for said intersections. See (1. a. & b.)
  - b. Traffic volume study on Substation Road prior to and after build, of the proposed subdivision.
  - c. Impact results of traffic volume studies of said intersections. See (1. a. & b.)
3. Applicant shall provide GCRB and Keller Associates a copy of all traffic studies when completed.

GCRB reserves the right to make future comments or changes upon review of engineered traffic studies.

If you have any questions please contact me at 208-365-3305.

Thank You,

A handwritten signature in black ink, appearing to read "Neal Capps", is written over a faint circular stamp.

Neal Capps, Director  
Gem County Road & Bridge Department

## Anna Marie Young

---

**From:** Gruenberg, Brigitta <Brigitta.Gruenberg@phd3.idaho.gov>  
**Sent:** Thursday, June 25, 2020 1:09 PM  
**To:** Anna Marie Young  
**Subject:** RE: COMMENTS REQUESTED June 30th PP 20-001

Hello! I have no comments on either of the requests you sent me. Looks like they are both on city water and sewer.

Thank you



**Brigitta Gruenberg, REHS, M.Ed. | Environmental Health Specialist 2 | Southwest District Health**

13307 Miami Lane | Caldwell ID 83607 | ph: 208.455.5409 | fx: 208.454.7722  
Brigitta.Gruenberg@phd3.idaho.gov | **Healthier Together** | [www.swdh.org](http://www.swdh.org)



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---

**From:** Anna Marie Young [mailto:ayoung@cityofemmett.org]  
**Sent:** Monday, June 22, 2020 1:35 PM  
**To:** Gruenberg, Brigitta <Brigitta.Gruenberg@phd3.idaho.gov>; Ellis, Chris <Chris.Ellis@phd3.idaho.gov>  
**Cc:** Brian Sullivan <bsullivan@cityofemmett.org>  
**Subject:** COMMENTS REQUESTED June 30th PP 20-001

Dear Brigitta and Chris,

I am so sorry this is getting to you so late. Apparently I had an old contact for SWDH. I was given your contacts for subdivision and development reviews. Please let me know you got this email and if you have any questions.

Thank you!

~Anna Marie  
Planning Clerk, City of Emmett  
(208) 365-9569

---

**From:** Anna Marie Young  
**Sent:** Monday, June 15, 2020 10:45 AM  
**To:** [mike@blackcanyonirrigation.com](mailto:mike@blackcanyonirrigation.com); Steve Kunka <[skunka@emmettpolice.com](mailto:skunka@emmettpolice.com)>; [emmettirrigationoffice@gmail.com](mailto:emmettirrigationoffice@gmail.com); Curt Christensen <[christensen@cityofemmett.org](mailto:christensen@cityofemmett.org)>; Mike Giery <[mgiery@cityofemmett.org](mailto:mgiery@cityofemmett.org)>; [brandi.j.richter@usps.gov](mailto:brandi.j.richter@usps.gov); [assessor@co.gem.id.us](mailto:assessor@co.gem.id.us); [lboston@co.gem.id.us](mailto:lboston@co.gem.id.us); [swiley@co.gem.id.us](mailto:swiley@co.gem.id.us); [director@gcmad.org](mailto:director@gcmad.org); [ncapps@co.gem.id.us](mailto:ncapps@co.gem.id.us); [gcrb@co.gem.id.us](mailto:gcrb@co.gem.id.us); Craig Woods <[cwoods@isd221.net](mailto:cwoods@isd221.net)>; [treasurer@co.gem.id.us](mailto:treasurer@co.gem.id.us); [mkeene@co.gem.id.us](mailto:mkeene@co.gem.id.us); [D3Development.Services@itd.idaho.gov](mailto:D3Development.Services@itd.idaho.gov); [juhrig@idahopower.com](mailto:juhrig@idahopower.com); [IGCOwyheeDistrictOperationsAide@intgas.com](mailto:IGCOwyheeDistrictOperationsAide@intgas.com); [Jessica.mansell@intgas.com](mailto:Jessica.mansell@intgas.com); [monica.taylor@intgas.com](mailto:monica.taylor@intgas.com);

## Anna Marie Young

---

**From:** Benjamin Holmes <bholmesa@gmail.com>  
**Sent:** Friday, July 17, 2020 9:54 AM  
**To:** Anna Marie Young  
**Subject:** Re: Kevin Rowley sub division  
**Attachments:** Irrigation pipe 2495 Sundown St - Google Maps.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Personally I would be fine with them moving it or replacing it if they want to draw water off of it, as long as we could still get water.

On Fri, Jul 17, 2020 at 7:42 AM Anna Marie Young <[ayoung@cityofemmett.org](mailto:ayoung@cityofemmett.org)> wrote:

Thank you so much Ben for your written comment! We will make sure to include it in the Commissioner's Packet. Is there a way you can draw on a map the location of the pipe so we can get a visual? Also, just FYI, we reached out to Emmett Irrigation Company and asked them for their comments on this project.

~Anna Marie Young

---

**From:** Benjamin Holmes <[bholmesa@gmail.com](mailto:bholmesa@gmail.com)>  
**Sent:** Thursday, July 16, 2020 7:09 PM  
**To:** Anna Marie Young <[ayoung@cityofemmett.org](mailto:ayoung@cityofemmett.org)>  
**Subject:** Kevin Rowley sub division

We have an irrigation pipe that needs to be fixed from time to time. The west side of the development may keep us from working on the pipe if need be. There should be access to get machinery in to dig up the pipe or some other way of solving the problem.

Thank you

Ben Holmes

208-550-2542

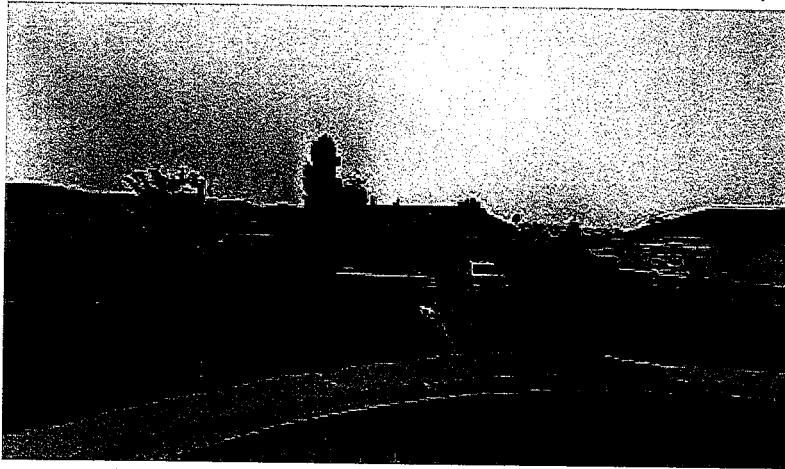
# Google Maps

## 2495 Sundown St

Approximate irrigation pipe location



Imagery ©2020 Maxar Technologies, State of Oregon, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2020 200 ft



### 2495 Sundown St

Emmett, ID 83617



Directions



Save



Nearby



Send to your  
phone



Share

### Photos

## **Anna Marie Young**

---

**From:** Randy Gassel <rem700bd@yahoo.com>  
**Sent:** Monday, July 06, 2020 9:00 AM  
**To:** Anna Marie Young  
**Cc:** Randy Gassel  
**Subject:** Legacy Heights

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

I hope that this is not too late to be addressed today's meeting. There is an irrigation pipe on the west side of this 14 acres that supplies Apple Valley subdivision and the adjoining subdivision. This line is approximately 6 feet east of the property line and runs the full length of the 14 acres. This line is concrete pipe and there is a concern about future damage from tree roots or other factors.

Thanks  
Randy Gassel  
2402 Sunrise St.  
Emmett

Sent from Yahoo Mail on Android

## Anna Marie Young

---

**From:** david webb <webbdh@yahoo.com>  
**Sent:** Monday, June 22, 2020 2:17 PM  
**To:** Anna Marie Young  
**Subject:** Legacy Heights Subdivision

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Looking at the plat looks like their is no privacy fence between my property and the new subdivision I live at 2495 E 12th street. Would be nice if the developer would put in a privacy fence. Also from the plat didn't notice a drain pond for street runoff. Thank you

David Webb

Sent from Yahoo Mail for iPad

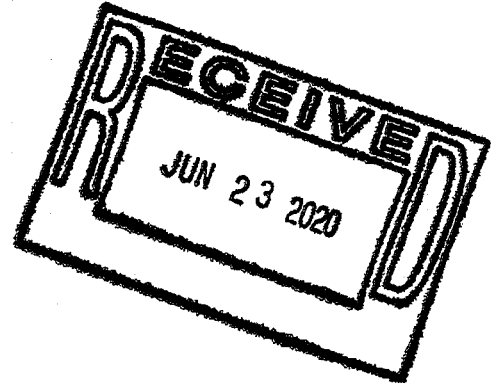


Tonya Keene  
2467 Sunrise  
365-6776

COMMENT RE: PP 20-001

#12 on map - ? passing thru into Sunrise St.  
cul-de-sac?

6' fence separating new subdivision from  
current Sunrise/Sundown?



# PRELIMINARY LEGACY HEIGHT

A PORTION OF THE NE 1/4  
TOWNSHIP 6 NORTH, RA  
GEM CC

**NOTES:**

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST IDAHO STANDARDS FOR PUBLIC WORKS (ISPW/C) AND ANY SUPPLEMENTAL SPECIFICATIONS FROM THE CITY OF EMMETT.
2. ALL SANITARY SEWER LINES SHALL BE 8-INCH IN DIAMETER UNLESS OTHERWISE NOTED. THE PROPOSED SEWER LINE WILL BE CONNECTED TO THE STUB AT QUEEN ANNE DRIVE. ALL SEWER LINES WITHIN THE PUBLIC RIGHT-OF-WAY WILL BE DEDICATED TO THE CITY OF EMMETT.
3. ALL DOMESTIC WATER LINES SHALL BE 12-INCH DIAMETER UNLESS OTHERWISE NOTED. WATER SERVICE WILL BE BROUGHT FROM THE WATER MAIN IN EAST 12TH STREET. ALL WATER MAINS IN THE PUBLIC RIGHT-OF-WAY WILL BE DEDICATED TO THE CITY OF EMMETT.
4. PRESSURED IRRIGATION WILL BE PROVIDED TO EACH LOT. THE HOMEOWNERS ASSOCIATED WILL OWN AND MAINTAIN THE PRESSURE IRRIGATION SYSTEM.
5. ALL SUBDIVISION STREETS WILL BE CONSTRUCTED PER ISPW/C STANDARDS UTILIZING THE TYPICAL SECTION SHOWN IN DETAIL OF THIS PRELIMINARY PLAT. ALL STREETS WILL BE DEDICATED TO THE CITY OF EMMETT.
6. STORMWATER RUNOFF FROM THE SITE WILL BE DISCHARGED UNDER AN AGREEMENT WITH THE DRAINAGE DISTRICT.
7. STORM DRAINAGE AND CONSTRUCTION OF FLOOD IRRIGATION DITCHES OR DRAINS SHALL BE PROVIDED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE LAST CHANCE IRRIGATION DISTRICT AND THE DRAINAGE DISTRICT.
8. CANAL AND DITCH HAVE EASEMENT WHICH EXTENDS 20 FEET FROM TOP OF BANK. NO TREES OR SHRUBS WILL BE ALLOWED WITHIN THIS AREA BY GEM COUNTY DRAINAGE DISTRICT #1 AND LAST CHANCE IRRIGATION DISTRICT.

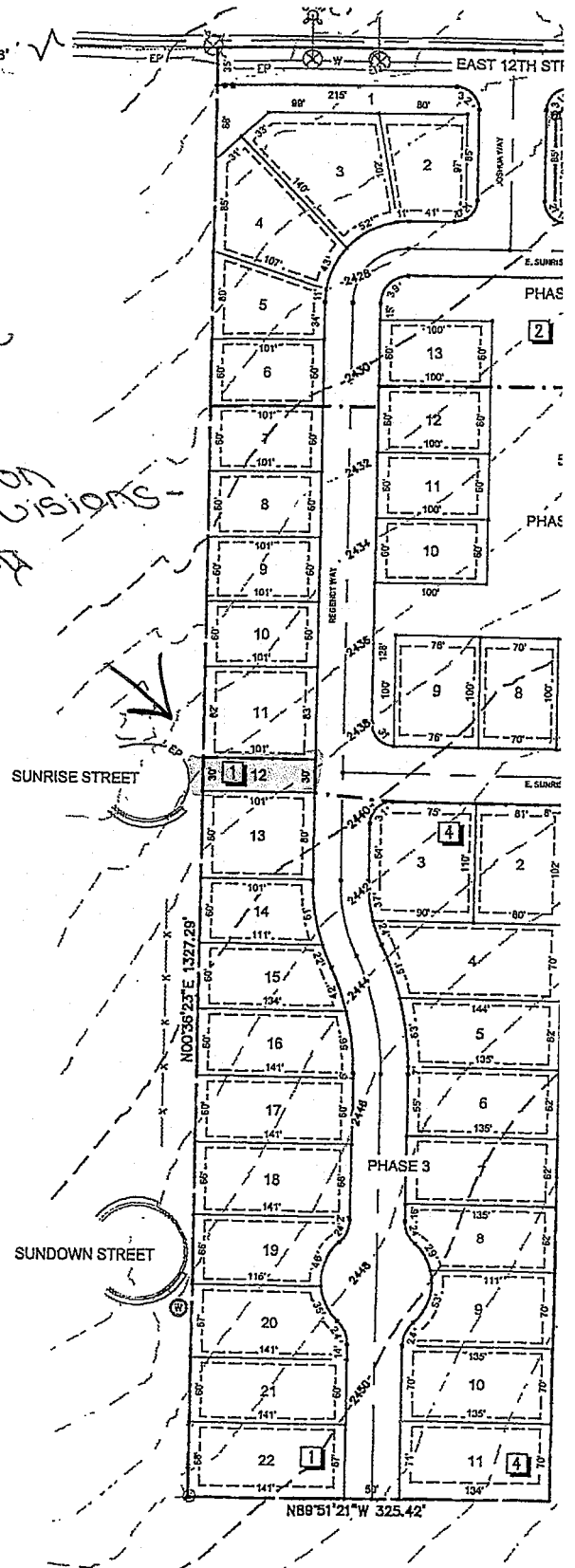
8 9  
17 16 N89°54'47"E 1315.46'

*traffic increase*

*separation of subdivisions - fencing*

SITE DATA	
<b>DEVELOPER</b> KEVIN ROWLEY VALUE HOMES OF IDAHO 25325 LON DAVIS ROAD PARMA, ID 83660 Ph: (208) 881-8850	<b>ENGINEER</b> T.O ENGINEERS PAT COLWELL, PE 332 N. BROADMORE WAY SUITE 101 NAMPA, ID 83487 (208) 442-0300
<b>ZONING</b> R-1 SINGLE FAMILY RESIDENTIAL	<b>ACREAGE SUMMARY</b> TOTAL = 14.77 AC COMMON LOT AREA = 1.82 AC
<b>LOTS</b> RESIDENTIAL 54 LOTS COMMON 5 LOTS TOTAL 59 LOTS	<b>SETBACKS</b> REAR 7 FEET INTERIOR SIDE 7 FEET FRONT 20/15 FEET; SEE CITY CODE

LEGEND	
---	SUBDIVISION BOUNDARY
---	ROAD RIGHT-OF-WAY
---	PROPOSED LOT LINE
---	GENERAL UTILITY, DRAINAGE, AND IRRIGATION EASEMENT
---	EXISTING SEWER LINE
---	EXISTING WATER LINE
---	PROPOSED SEWER LINE
---	PROPOSED WATER LINE
---	PROPOSED STORM DRAIN LINE
1	PROPOSED RESIDENTIAL LOT NUMBER
1	PROPOSED BLOCK NUMBER



## Anna Marie Young

---

**From:** rachel kauffman <rkauffman@rocketmail.com>  
**Sent:** Tuesday, June 30, 2020 11:05 AM  
**To:** Anna Marie Young  
**Subject:** Legacy Heights Subdivision questions

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello,

I have a few questions/comments regarding the proposed subdivision, Legacy Heights.

As a homeowner at the very end of Sundown Street, this proposed subdivision will impact us greatly so I would like to express my concerns. I am not against a new subdivision, or growth, but I am concerned with the number of houses proposed. The city of Emmett has already approved the new subdivision of 242 houses in the same area. These houses will be on very small lots, some not even meeting the minimum 6,000 sq.ft requirement the city has. To add another 54 houses, again on tiny lots, is going to put too much stress on the existing infrastructure - especially roads. Adding that many more cars on to 12th street and then onto Substation will greatly increase the traffic in an area where there are not sidewalks everywhere (specifically Substation).

Also, the city already has approved too many homes on small lots. There is a need for homes on larger lots, with more green space to give a variety of home choices to the community. I propose that, if the Legacy Heights subdivision is approved, it is done with a significant reduction in the number of homes allowed to increase the lot size, and decrease some of the traffic concerns.

I would also like the city to consider requiring the developer to create a sound barrier on the south end of the development. Being right next to Highway 16, the noise is a constant issue in the area. With the increase in traffic with new houses being built, the traffic noise is going to increase. A sound barrier, such as landscaped hillside that is 20 feet or more, will add a visual and sound break for the community. This will improve the quality of life for the residents, add additional safety, and most likely increase the property values for very little cost. This is also something that is being done in almost all other communities in the area where houses are being built near major roads, so is not an unusual request.

I also have several questions.

- 1) Will a privacy fence be build on the east or west edges BEFORE the construction begins to give the existing houses some privacy from the construction noise and disruption? I believe this should be a requirement of the builder.
- 2) There is irrigation that runs along the south and west sides of the area. How much of an easement will be created for the irrigation lines?

3) What is the item marked on the preliminary plat that is on the west side, next to the Sunrise Street cul de sac, marked number #12? On the landscaping plan, it is grey in color but I cannot identify what that indicates.

Thank you for your time.

Rachel Kauffman  
208-585-1336  
rkauffman@rocketmail.com

**KELLER**  
ASSOCIATES



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

(208) 288-1992

July 20, 2020

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

Re: **City of Emmett—Preliminary Plat Review and Approval for Legacy Heights Subdivision Property**

Keller Associates, Inc. has reviewed the Preliminary Plat for the Legacy Subdivision dated May 5, 2020. We reviewed the applicant's package to check conformance with the City's Subdivision Ordinance and coordinated our review with Clint Seamens. This development is proposing the new 50' roadway typical roadway section with 37' back of curb to back of curb and central storm collection and disposal. Some of the questions and comments listed below would typically be addressed later in design, but are included now since this is a new approach within the City. We feel that the proposed methods could be effective if designed and constructed properly. The comments below identify some items of question that will require clarification, and a few requirements that will be placed on the development.

1. The boundary provided on the preliminary plat is not consistent with the warranty deed provided, please provide written legal description. This shall include bearings and distances to reference the boundary as shown on the preliminary plat.
2. Provide information on location (Lot and Block) of common lots, including intended use and easements, show on preliminary plat in notes section.
3. Street lighting shall be in accordance with ISPWC Division 1100, Section 1102, and the City of Emmett Supplementals.
4. Construction plans for a subdivision-wide pressure irrigation system will be required for each final plat. Plan approvals and license agreements from the affected irrigation ditch companies will be required.
5. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained unless approved in writing by the local irrigation district or ditch company.
6. Potable water cannot be used for irrigation purposes. A separate pressure irrigation system will be required.

We recommend that the **conditions 1 and 2 listed above be addressed prior to approval of the Preliminary Plat**. Any variance or waivers to the City of Emmett standards, ordinances, or policies must be specifically approved in writing by the City. Approval of the above referenced preliminary plat does not relieve the Registered Professional Land Surveyor or the Registered Professional Engineer of those responsibilities.

If you should have any questions, please feel free to contact me at (208) 288-1992.

Sincerely,

**KELLER ASSOCIATES, INC.**

  
Ryan V. Morgan, P.E.  
City Engineer

cc: File  
T-O Engineers

Project No: 140013

Date: July 28, 2020

Page 1 of 2

### LEGACY HEIGHTS PRELIMINARY PLAT

A parcel of land located in the W1/2 of the NE1/4 of the NW1/4 of Section 16, Township 6 North, Range 1 West, Boise Meridian, City of Emmett, Gem County, Idaho, more particularly described as follows:

**COMMENCING** at the northwest corner of said Section 16, from which the west one-quarter corner of said Section 16 bears S.00°26'06"W., 2644.52 feet; thence along the north boundary of the NW1/4 of the NW1/4 of said Section 16,

- A) N.89°54'47"E., 1315.46 feet the northwest corner of said W1/2 of the NE1/4 of the NW1/4 and the **POINT OF BEGINNING**; thence along the north boundary of said W1/2 of the NE1/4 of the NW1/4,
  - 1) N.89°56'10"E., 628.06 feet; thence 30 feet west of, and parallel with the east boundary of said W1/2 of the NE1/4 of the NW1/4,
  - 2) S.00°43'15"W., 698.51 feet; thence parallel with the north boundary of said W1/2 of the NE1/4 of the NW1/4,
  - 3) S.89°56'10"W., 299.98 feet; thence parallel with the east boundary of said W1/2 of the NE1/4 of the NW1/4,
  - 4) S.00°43'15"W., 629.99 feet to the south boundary of said W1/2 of the NE1/4 of the NW1/4; thence along said south boundary,
  - 5) N.89°51'21"W., 325.44 feet to the southwest corner of said W1/2 of the NE1/4 of the NW1/4; thence along the west boundary of said W1/2 of the NE1/4 of the NW1/4,
  - 6) N.00°36'23"E., 1327.29 feet to the **POINT OF BEGINNING**.

#### EXCEPTING THEREFROM:

A parcel of land located in the W1/2 of the NE1/4 of the NW1/4 of Section 16, Township 6 North, Range 1 West, Boise Meridian, City of Emmett, Gem County, Idaho, more particularly described as follows:

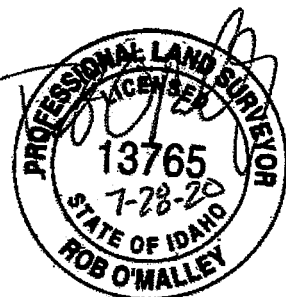
Project: 140013  
Date: July 28, 2020  
Page: 2 of 2

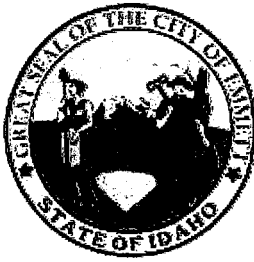
**COMMENCING** at the northwest corner of said Section 16, from which the west one-quarter corner of said Section 16 bears S.00°26'06"W., 2644.52 feet; thence along the north boundary of the NW1/4 of the NW1/4 of said Section 16,

- B) N.89°54'47"E, 1315.46 feet to the northwest corner of said W1/2 of the NE1/4 of the NW1/4; thence along the north boundary of said W1/2 of the NE1/4 of the NW1/4,
- C) N.89°56'10"E, 410.46 feet; thence leaving said north boundary,
- D) S.00°04'02"E, 45.00 feet to the **POINT OF BEGINNING**; thence,
  - 1) S.00°05'14"E, 110.00 feet; thence, parallel with the north boundary of said W1/2 of the NE1/4 of the NW1/4,
  - 2) S.89°56'10"W., 97.06 feet to the beginning of a tangent curve; thence,
  - 3) Westerly along said curve to the right, having an arc length of 10.47 feet, a radius of 20.00 feet, through a central angle of 29°59'41" and a long chord which bears N.75°03'59"W., 10.35 feet; thence, non-tangent from said curve,
  - 4) N.00°05'14"W., 92.46 feet; thence,
  - 5) N.44°54'46"E, 21.01 feet; thence, 45 feet south of and parallel with said north boundary,
  - 6) N.89°56'10"E, 92.20 feet to the **POINT OF BEGINNING**.

**CONTAINING** 14.50 acres, more or less.  
**SUBJECT TO:** Record Documents

This description is intended for Preliminary Platting purposes only and based on Record information.





**CITY OF EMMETT**  
**OFFICIAL PRELIMINARY SUBDIVISION APPLICATION**

**STANDARD SUBDIVISION PERMIT FEE:** \$600.00 + \$10.00 per lot (MAKE CHECK PAYABLE TO CITY OF EMMETT)

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

APPLICANT NAME: Kevin Rowley PHONE: home \_\_\_\_\_ work 208-861-6960  
ADDRESS: 25513 Lon Davis Road, Parma Idaho

OWNERS OF RECORD: Kevin Rowley PHONE 208-861-6960  
ADDRESS: 25513 Lon Davis Road, Parma Idaho

ENGINEER, SURVEYOR, OR PLANNER: Pat Colwell PHONE: 208-442-6300

PROPERTY ADDRESS AND LEGAL DESCRIPTION: 06N 01W Sec 16 Tax5887

PROPOSED NAME OF SUBDIVISION: Legacy Heights

I understand:

1. This application is subject to acceptance by the City of Emmett upon determination that this application is complete.
2. The hearing date is tentative and subject to change with notice.
3. This application is subject to a public hearing before the Emmett Zoning Commission.
4. Any review by the City of Emmett's Engineering firm will be subject to a fee determined by the Engineering firm and will be paid by the applicant.
5. The application fee is non-refundable.
6. **The applicant or the applicant's representative must be present or the application will not be heard.**

All information, statements, attachments, and exhibits transmitted with this application submitted are true to the best of my knowledge.

Signature: \_\_\_\_\_

Date: 5-8-20



**VARIANCE/WAIVERS**

Will variances and/or waivers be requested from the subdivision ordinance? \_\_\_\_\_ YES X NO. If yes, please provide a description and basis for variance requests in a separate cover letter to be submitted to the Commission and the Council.

**SUBDIVISION FEATURES**

(54 residential, 5 common)

Lots and dwelling units per gross acre: 3.65 Number of Lots: 59 Acres of land in contiguous ownership: 14.77

Complete Gross Acreage of Subdivision: 14.77 Existing zoning classification: R-1

**BUILDING PROGRAM**

Type of building construction proposed (Residential, Commercial, Industrial, Combination): Residential

Type of dwellings proposed (Single-family, Duplexes, Multi-family, Apartments): Single Family

Are there any existing buildings? X YES \_\_\_\_\_ NO. If yes, please describe the existing buildings: \_\_\_\_\_

Single family house

**PUBLIC STREETS AND IMPROVEMENTS**

All streets, curbs, gutters, and sidewalks shall be constructed to Emmett City Standards.

**PRIVATE STREETS**

Are private streets proposed? \_\_\_\_\_ YES X NO

**PUBLIC UTILITIES**

Electric power, telephone, natural gas or any other public utility shall be installed as required by the utility providing service. Utility easements, as required by the utility companies, shall be placed on the plat.

**CITY SEWER AND WATER**

City sewer and water shall be installed as required by the City of Emmett. Easements, as required by the city, shall be placed on the plat.

**IRRIGATION**

Name of Irrigation Entity: Last Chance Irrigation

Note: Written approval of the appropriate Irrigation Entity will be required for (1) Relocation of ditches; (2) Drainage into the ditches; and (3) Enclosing or covering ditches.

Is irrigation water to be provided to each lot? X YES \_\_\_\_\_ NO

The point of delivery of the irrigation water that serves your property is: (please check one) X under the jurisdiction of the irrigation entity listed above; \_\_\_\_\_ under a private water user's association; \_\_\_\_\_ other (describe).

The names and addresses of each property owner within 500 feet of the subdivision boundary, either upstream or downstream, who may share the same irrigation or drainage delivery system must be provided by the applicant.

**DRAINAGE PLANS**

All preliminary plat applications shall include the land contours with 2 foot intervals reference to datum or at an interval acceptable to the City Engineer.

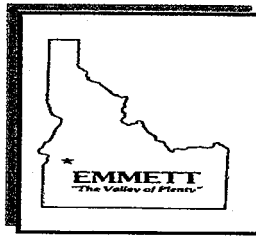
**FIRE PROTECTION**

Approved fire protection facilities shall be provided to comply with the requirements of the Emmett Fire Department.

**SCHOOLS AND PARKS** Do you propose any land dedications for future schools or parks? \_\_\_\_\_ YES X NO

SCANNED

MAY 28 2020



# CITY OF EMMETT MASTER PUBLIC HEARING APPLICATION

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

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

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

PROJECT NAME: Legacy Heights Subdivision

**SITE INFORMATION:**

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

Quarter: tax 5887 Section: 16 Township: 06 N Range: 01 W Total Acres: 14.77

Subdivision Name (if applicable): N/A

Site Address: N/A

Lot: N/A Block: N/A

City: Emmett

Tax Parcel Number(s): RP06N01W162550 Current Zoning: R-1 Current Land Use: Residential

**PROPERTY OWNER:**

Name: Kevin Rowley

**APPLICANT:**

Name: Kevin Rowley

Address: 25513 Lon Davis Road

Address: 25513 Lon Davis Road

City: Parma State: ID Zip: 83660

City: Parma State: ID Zip: 83660

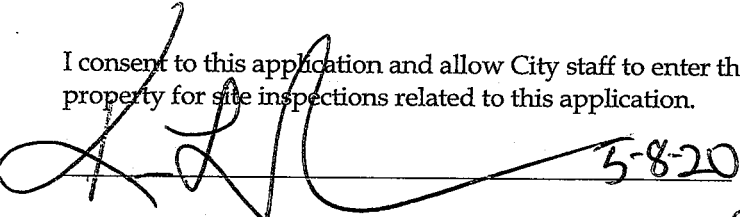
Telephone: 208-861-6960 Fax: \_\_\_\_\_

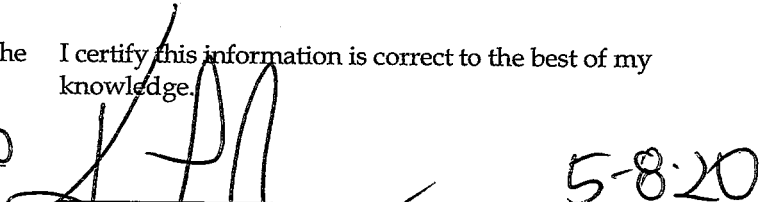
Telephone: 208-861-6960 Fax: \_\_\_\_\_

Email: aceinc@live.com

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

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

 5-8-20

 5-8-20

Signature: (Owner)

Date Signature (Applicant)

Date

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

OFFICE USE ONLY

File No.: PP20-00 Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Fee: \_\_\_\_\_ Receipt No: \_\_\_\_\_





NO.	REVISIONS	DATE	BY

**T-O ENGINEERS**  
CONSULTING ENGINEERS, SURVEYORS & PLANNERS  
2471 S. TRIVANUM PLACE  
MIRAMONTE, INDIANAPOLIS, IN 46225  
PHONE: (317) 225-3228 FAX: (317) 225-3229  
WWW.T-OENGINEERS.COM

PRELIMINARY PLAN FOR:  
**LEGACY HEIGHTS SUBDIVISION**  
OVERALL LANDSCAPE AND MATERIALS PLAN

ATTENTION:  
IF THIS PLAN DOES NOT MEASURE TO THE CENTERLINE OF THE DRIVE, THE CENTERLINE SHALL BE THE CENTERLINE OF THE DRIVE.

DATE: 11/14/2019  
PROJECT: LEGACY HEIGHTS  
SHEET: L1.0

**LANDSCAPE CALCULATIONS**

**TREE SPECIES MIX:** (26) Trees shown, with a mix of (4) species.

**NEIGHBORHOOD PARK PROVIDER:** (1) Shade Structure, (1) Picnic Table, (1) Trash Container, (1) Play Structure, (1) Swing Set, (1) Sand Box, (1) Play Structure.

**TREES REQUIRED:** (23) number of trees shown (23) trees required, (15) trees per acre, 15% shall be 4" caliper.

**ZONING:** R-1 Single Family Residential

**DEVELOPER**  
KEVIN ROWLEY  
VALLEY TOWNS OF INDIANAPOLIS  
2000 S. TRIVANUM PLACE  
INDIANAPOLIS, IN 46225  
PHONE: (317) 225-3228

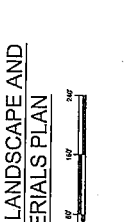
**LANDSCAPE ARCHITECT**  
JAMIE SWAGER, A.S.T.A.  
T-O ENGINEERS  
2471 S. TRIVANUM PLACE  
INDIANAPOLIS, IN 46225  
PHONE: (317) 225-3228

**SHEET INDEX**

SHEET	SHEET NAME
L1.0	OVERALL LANDSCAPE AND MATERIALS PLAN
L1.1	PLANTING PLAN
L1.2	PLANTING PLAN
L2.0	LANDSCAPE DETAILS

**CALL BEFORE YOU DIG!**  
811  
IF YOU ARE DOING ANY WORK PRIOR TO COMMENCING UNDERGROUND WORK, CALL 811 AT LEAST 48 HOURS BEFORE YOU BEGIN.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF UTILITIES BY CONTACTING 811. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES BY CONTACTING 811. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES BY CONTACTING 811. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES BY CONTACTING 811.



**GENERAL LANDSCAPE NOTES:**

- ALL PLANTING SHALL BE DONE WITHIN THE SPECIFIED PLANTING AREAS AND SHALL BE DONE WITHIN THE SPECIFIED PLANTING AREAS AND SHALL BE DONE WITHIN THE SPECIFIED PLANTING AREAS.
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**MASTER LANDSCAPE MATERIALS SCHEDULE**

Key	Description	Material	Qty	Notes
	Planter Beds	Medium shredded bark mulch and plants per planting plan	600 sf	Planter beds shall have 4" minimum topsoil and 2.5" - 3" of mulch. All plants shall be installed within 14 days of completion of all areas not shown in this schedule. Quantity does not include tree rings.
	Lawn Area	Drought tolerant fescue blend sod	76,000 sf	Lawn areas shall have 6" topsoil and be irrigated with a 1/2" - 1" depth, automatically controlled irrigation system.
	Playground Surface	Color to be determined by developer	1,026 sf	As located per plan. 1/2" deep certified playground mulch with ADA access pathway. Quantity listed in square feet.
	5" Concrete Pathway	ADA accessible path through common open space	659 lf	As located per plan. Quantity listed in linear feet.
	View Fence - 4'	Solid Vinyl, Color: TBD	1,250 lf	Boundary fencing as located per plan. Quantity listed in linear feet.
	Privacy Fence - 6'	Solid Vinyl, Color: TBD	590 lf	Boundary fencing as located per plan. Quantity listed in linear feet.
	Park Bench - 6'	Style: 6" W/ Back, In-ground Mount.	1	As located per plan. Locate and color to be determined by developer. Paid to allow for accessible seating.
	Trash Receptacle	Model and color to be determined by developer	1	As located per plan.
	Picnic Table	Model and color to be determined by developer	1	As located per plan.
	12x12 Shelter	Model and color to be determined by developer	1	As located per plan.
	Playground	Model and color to be determined by developer	1	As located per plan.
	Clear Vision Triangle	Triangle formed per City of Emmett Code	-	Located at landscape intersection corners, per plan.

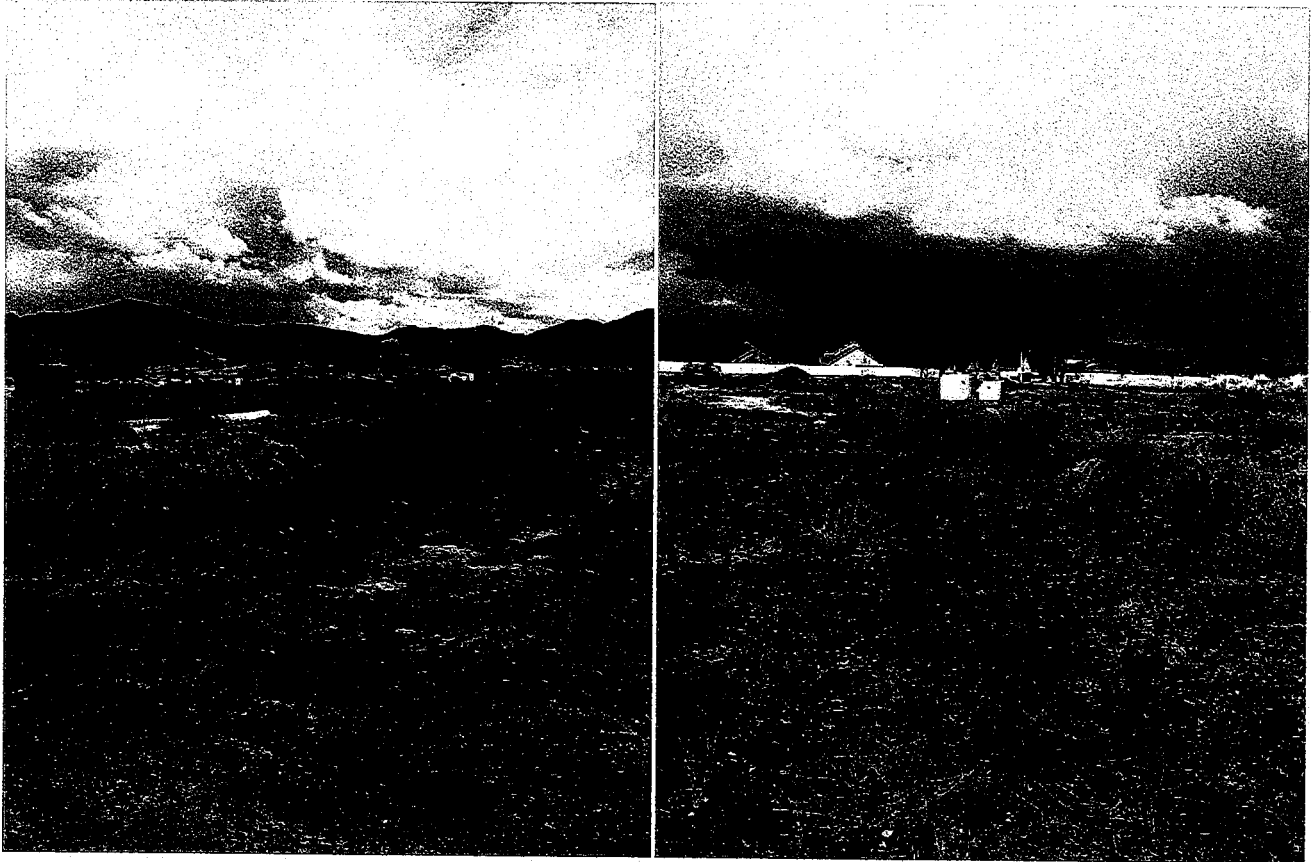
**PLANT SCHEDULE**

TREE	COMMON NAME	BOTANICAL NAME	SIZE	CONTAINER	WATER ZONE	CLASS HEIGHT	MATURE SIZE	QTY	REMARKS
	Green Mountain Sugar Maple	Acer spicatum 'Green Mountain' TM	2" Cal.	B&B	3	II	60' x 30'	10	Substitute: Emerald Oaks Maple, or Acer platanoides 'Emerald Queen'
	Corks corkswoods	Quercus coccinea	2" Cal.	B&B	3	I	25' x 30'	6	Substitute: Spring Snow Chinkapin, or Quercus lyrata 'Gold'
	Spartina Thimbleberry Local	Gleditsia triacanthos 'Spartina' TM	4" Cal.	B&B	1	II	50' x 30'	6	Substitute: Shademaster, Hance's Hornet, Emerald bicolors var. Linnell's
	Amelion Linden	Tilia amplexicaulis	2" Cal.	B&B	2	II	60' x 30'	6	Substitute: Bill Lett Linden, Tilia cordata

**NOTE:**  
SEE GENERAL LANDSCAPE NOTES, THIS SHEET. ALSO SEE SHEETS L1.1 FOR PLANTING DETAILS.

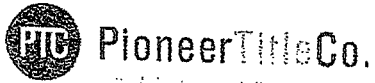


**Site Photos:**



**Statement of Intended Use:**

The intended use of this is a residential subdivision for single family homes.



1500 S. Washington Ave., Ste. B  
Emmett, ID 83617

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 526305

Instrument # 291625  
EMMETT, GEM, IDAHO  
2013-04-16 03:30:44 PM No. of Pages: 2  
Recorded for: PIONEER TITLE COMPANY OF GEM C  
SHELLY TILTON Fee: \$13.00  
Ex-Officio Recorder Deputy SStewart  
Index To: WARRANTY DEED  
Electronically Recorded by Simplifile

**WARRANTY DEED**

For Value Received

Hopkins Regency Heights LLC, an Idaho Limited Liability Company hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Kevin Rowley, a married man as his sole and separate property hereinafter referred to as Grantee, whose current address is 25305 Sun Rivers Rd, Parma ID 83660

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: April 15, 2013

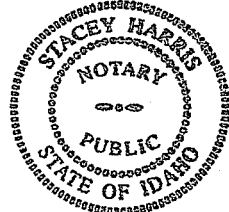
Hopkins Mortgage Fund, LLC

By: [Signature]  
Brian L. Murphy, Member - Manager  
Randy Hopkins

State of ID, County of Ada

On this 15 day of April in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian L. Murphy known or identified to me to be the Member-Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

[Signature]  
Residing at: Teagle, ID  
Commission Expires: 5-8-18





**CITY OF EMMETT**  
Zoning Commission  
Recommendation to Emmett City Council

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**Application:** VAC #20-001- Vacation of a portion of E. 12<sup>th</sup> St. Property is located at the 90° corner and along the north boundary of Payette River Orchards Subdivision.

**Applicant:** 210 Main LLC.

**Date of Written Recommendation:** August 17, 2020

**Date of Zoning Commission Public Hearing(s):** August 3, 2020

**Date of City Council Meeting:** August 25, 2020, 7:00pm

**Summary of Public Testimony:**

- Pam Orr- Concerned about the relocation of the E. 12<sup>th</sup> St. meandering thru the subdivision. (This concept has been approved with the preliminary plat).

**Recommendation:** The Commission recommends approval of Vacation application VAC #20-001 to the City Council, and adopt Section 6, Site Specific Conditions of Approval of the Staff report.

Unanimous vote.

See the attached staff report and meeting minutes for additional details.

**Possible Motion:**

I make a motion to approve Vacation Application 20-001, adopting section 6, Site Specific Conditions of Approval of the staff report, and direct staff to create an ordinance to bring back to Council for approval.

OR

I make a motion to deny Vacation Application 20-001 for the following reason:

# **CITY of EMMETT ZONING COMMISSION Aug 3, 2020 Public Hearing and Meeting Minutes**

~DRAFT for REVIEW~

The Emmett City Zoning Commission held a Regular Meeting and Public Hearing on August 3<sup>rd</sup>, 2020 at 6:00 p.m. at 501 E. Main Street, Emmett, Idaho.

**Commissioners Present:** Jeff Wiechmann, Gwen Earls,

**Commissioners Online:** Kim Butler, Marta Henry, and City Attorney, Jake Sweeten

**Commissioners Absent:** Jeff Chapman, Jennifer Frieboes

**Staff Present:** Zoning Administrator, Brian Sullivan; Recording Clerk, Anna Marie Young

**Chair Earls called the meeting to order at 6:01 p.m.**

**Public Hearing:**

**Chair Earls:** led the **Pledge of Allegiance.**

**Review of Agenda:**

**Commissioner Wiechmann:** made a motion to approve the Agenda.

**Commissioner Butler:** seconded the motion.

**Motion Carried.**

**Approval of Minutes:**

**Commissioner Butler:** made a motion to approve the February 3<sup>rd</sup> 2020 Minutes.

**Commissioner Wiechmann:** seconded the motion.

**Motion Carried.**

**Chair Earls:** asked to confirm whether or not any Commissioner had any exparte communication regarding VAC 20-001? All participating Commissioners responded they had not.



## **PUBLIC HEARING: VAC #20-001**

**Chair Earls:** opened the Public Hearing for VAC #20-001

**Zoning Administrator:** presented VAC #20-001 application and appended Staff Report. Recommended approval of the application with conditions outlined in Section 6 of the Staff Report.

**Chair Earls:** asked the Commissioners if they had any questions? There were none.

**Applicant Adam Little:** 1137 E Harcourt Dr Boise ID, explained that this is a necessary step in the development of the subdivision that was already approved.

**Chair Earls:** opened hearing to public comment

**John Evans:** 1986 Lower Bluff Road, said he's in favor of the proposed vacate, before the turn was too tight it will make for a nice looking subdivision.

**Pam Orre:** 1110 Royalty Place, said she understood that the Subdivision Plat was already approved so this was practically a done deal. She struggled with some of the application wording regarding how "the City will be receiving much more" roadway. Not in favor of removing the 90 degree because, from a fire standpoint, the new road alignment will make it harder for emergency vehicles. Said she believed this will benefit the developer but that the City is selling itself short.

**Applicant Response Adam Little:** current design has already gone through staff and multiple agency reviews. Traffic impacts were addressed in the Subdivision's Preliminary Plat application.

**Chair Earls:** asked Zoning Administrator to confirm responses from the impact agencies that were notified.

**Zoning Administrator:** replied that yes, as identified in the staff report, all impact agencies were notified and replied with "no comments".

**Commissioner Wiechmann:** asked how much of the cost of road construction will be on the City vs the developers?

**Zoning Administrator:** replied that all cost is the developers, there is no cost to the City.

**Chair Earls:** closed the Public Hearing for VAC #20-001

## **DECISION OF PUBLIC HEARING: VAC #20-001**

**Commissioner Wiechmann:** moved to recommend approval to City Council of application VAC #20-001 along with conditions outlined in Section 6 of the Staff Report.

**Commissioner Marta Henry:** seconded the motion.



**CITY OF EMMETT  
PLANNING & ZONING DEPARTMENT**

**STAFF REPORT**

**DESCRIPTION:** VACATION AND RELOCATE A PORTION OF E. 12<sup>TH</sup> ST.

**FILE NUMBER:** VAC-20-001

**ZONING COMMISSION PUBLIC HEARING DATE:** AUGUST 3, 2020

**OWNER:** CITY OF EMMETT  
601 E. 3RD  
EMMETT, ID 83617

**APPLICANT:** 210 MAIN LLC

**SUBJECT PROPERTY:** E. 12<sup>TH</sup> ST. AT THE 90 DEGREE CORNER, A PORTION OF PAYETTE  
RIVER ORCHARDS SUBDIVISION  
T 06N; R 01W; SECTION 16

**STAFF PLANNER:** BRIAN SULLIVAN

**1. APPLICATION SUMMARY & OVERVIEW**

The applicant, 210 Main LLC, is requesting approval to vacate and relocate a portion of E. 12<sup>th</sup> street located in Payette River Orchards Subdivision. The Zoning Commission and City Council have approved the Payette River Orchards Subdivision showing this relocation of E. 12<sup>th</sup> St. The typical procedure for vacating a public right of way is both parties on either side of the vacated right of way would be deeded the property equally thru a deed. 210 Main LLC is the owner of both sides of this road right of way and will be deeded this vacated ground, which will contain a new storm drainage area and open space. The neighboring property to the north will have a new driveway access thru a portion of this vacated property as well as a driveway access road for the three properties that currently have access from E. 12<sup>th</sup> street. 210 Main LLC will dedicate the relocated E. 12<sup>th</sup> St. road right of way to the City of Emmett when the final plat of Payette River Orchards Subdivision is recorded.

Vacation applications are governed under Emmett City Code, Title 2, Chapter 1, Section 6 and by certain provisions of Idaho Code, Title 50, Chapter 13. Emmett City Code requires a public hearing be held before the Zoning Commission.

Staff Recommendation

Staff is recommending approval of the Vacation application.



	<b>COMP PLAN DESIGNATION</b>	<b>ZONING DESIGNATION</b>	<b>LAND USE</b>
<b>North of site</b>	Area of Impact	County A-2, Rural Transitional Ag, R-2, Residential Transitional	Vacant land and Residential Homes
<b>South of site</b>	Area of Impact	R-1, Single Family Residential	Vacant land
<b>East of site</b>	Area of Impact	R-1, Single Family Residential	Vacant land
<b>West of site</b>	Area of Impact	R-1, Single Family Residential	Vacant land

**5. IMPACT AGENCY AND PUBLIC COMMENTS**

The following comments were received from impact agencies in response to the notice of this application:

1. Email response from Emmett Police Chief
2. Email response from Gem County Assessor
3. Email response from Emmett Fire Department
4. Email response from Director of Public Works
5. Email response from Gem County GIS Department

**6. SITE SPECIFIC CONDITIONS OF APPROVAL**

1. The City of Emmett and 210 Main LLC must adhere to all required elements of Idaho Code Title 50, Chapter 13 pertaining to the vacation of rights-of-way as part of this application.
2. If approved, 210 Main LLC must follow any procedures required of the City Council to convey the vacated property to Josh Wester, owner of 2626 E. 12<sup>th</sup> on the north side of E. 12<sup>th</sup>, or current owner shall it change and 210 Main LLC, including the preparation of new legal descriptions of the specific boundary to be vacated.
3. Any fees associated with relocation of utilities are the responsibility of the applicant and/or owner.

**7. STAFF RECOMMENDATION**

Staff recommends approval of the application with the conditions noted in Section 6.

## Anna Marie Young

---

**From:** Steve Kunka  
**Sent:** Monday, June 15, 2020 5:25 PM  
**To:** Anna Marie Young; Craig Woods; assessor@co.gem.id.us; IGCOwyheeDistrictOperationsAide@intgas.com; Jessica.mansell@intgas.com; monica.taylor@intgas.com; treasurer@co.gem.id.us; mkeene@co.gem.id.us; lboston@co.gem.id.us; brandi.j.richter@usps.gov; Lyleen Jerome; care.inquiry@centurylink.com; juhrig@idahopower.com; diglineidaho@digline.com; lastchanceditch@gmail.com; Curt Christensen; Mike Giery; emmettirrigationoffice@gmail.com; Clint Seamons; Public Works Distro List; mike@blackcanyonirrigation.com  
**Cc:** Brian Sullivan; Jake Sweeten  
**Subject:** RE: Comments Requested June 30, VAC 20-001

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Anna Marie,

I have no comments on the Vacation Application VAC #20-001.

Chief Steve O. Kunka

---

**From:** Anna Marie Young <ayoung@cityofemmett.org>  
**Sent:** Monday, June 15, 2020 4:00 PM  
**To:** Craig Woods <cwoods@isd221.net>; assessor@co.gem.id.us; IGCOwyheeDistrictOperationsAide@intgas.com; Jessica.mansell@intgas.com; monica.taylor@intgas.com; treasurer@co.gem.id.us; mkeene@co.gem.id.us; lboston@co.gem.id.us; brandi.j.richter@usps.gov; Lyleen Jerome <ljerome@cityofemmett.org>; Steve Kunka <skunka@emmettpolice.com>; care.inquiry@centurylink.com; juhrig@idahopower.com; diglineidaho@digline.com; lastchanceditch@gmail.com; Curt Christensen <cchristensen@cityofemmett.org>; Mike Giery <mgiery@cityofemmett.org>; emmettirrigationoffice@gmail.com; Clint Seamons <cseamons@cityofemmett.org>; Public Works Distro List <publicworks@cityofemmett.org>; mike@blackcanyonirrigation.com  
**Cc:** Brian Sullivan <bsullivan@cityofemmett.org>; Jake Sweeten <jsweeten@capitollawgroup.com>  
**Subject:** Comments Requested June 30, VAC 20-001

Good Afternoon,

Attached is Vacation Application VAC #20-001. Please review and provide us with comments by Tuesday, June 30<sup>th</sup>. If you don't have any comments please respond to this email saying you have no comments for the record.

Thank you!

*~Anna Marie Young*

City of Emmett, Planning Clerk  
Building & Public Works Dept.  
601 E 3<sup>rd</sup> St. Emmett, ID 83617  
(208) 398-2090  
[ayoung@cityofemmett.org](mailto:ayoung@cityofemmett.org)

## Anna Marie Young

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**From:** Hollie Ann Strang <hstrang@co.gem.id.us>  
**Sent:** Wednesday, June 17, 2020 10:33 AM  
**To:** Anna Marie Young  
**Subject:** RE: Comments Requested June 30, VAC 20-001

I have no comments at this time.

## Hollie Ann Strang

---

**From:** Anna Marie Young [mailto:ayoung@cityofemmett.org]  
**Sent:** Monday, June 15, 2020 4:00 PM  
**To:** Craig Woods <cwoods@isd221.net>; Hollie Ann Strang <hstrang@co.gem.id.us>; IGCOwyheeDistrictOperationsAide@intgas.com; Jessica.mansell@intgas.com; monica.taylor@intgas.com; Megan Keene <mkeene@co.gem.id.us>; Megan Keene <mkeene@co.gem.id.us>; Laurie Boston <lboston@co.gem.id.us>; brandi.j.richter@usps.gov; Lyleen Jerome <ljerome@cityofemmett.org>; Steve Kunka <skunka@emmettpolice.com>; care.inquiry@centurylink.com; juhrig@idahopower.com; diglineidaho@digline.com; lastchanceditch@gmail.com; Curt Christensen <cchristensen@cityofemmett.org>; Mike Giery <mgiery@cityofemmett.org>; emmettirrigationoffice@gmail.com; Clint Seamons <cseamons@cityofemmett.org>; Public Works Distro List <publicworks@cityofemmett.org>; mike@blackcanyonirrigation.com  
**Cc:** Brian Sullivan <bsullivan@cityofemmett.org>; Jake Sweeten <jsweeten@capitollawgroup.com>  
**Subject:** Comments Requested June 30, VAC 20-001

Good Afternoon,

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Thank you!

*~Anna Marie Young*

City of Emmett, Planning Clerk  
Building & Public Works Dept.  
601 E 3<sup>rd</sup> St. Emmett, ID 83617  
(208) 398-2090  
[ayoung@cityofemmett.org](mailto:ayoung@cityofemmett.org)



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GEM COUNTY CONFIDENTIALITY DISCLAIMER: *This message (including any attachments) may be privileged, confidential and/or protected from disclosure under applicable law. It is intended only for the use of the individual or entity above-named. You are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you are not the intended recipient please notify the sender by reply email and immediately delete this email.*

## Anna Marie Young

---

**From:** Mike Giery  
**Sent:** Tuesday, June 16, 2020 7:15 AM  
**To:** Anna Marie Young  
**Subject:** Re: Comments Requested June 30, VAC 20-001

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

I have no comments on the VAC #20-001 Vacation Application

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**From:** Anna Marie Young <ayoung@cityofemmett.org>  
**Sent:** Monday, June 15, 2020 4:00 PM  
**To:** Craig Woods <cwoods@isd221.net>; assessor@co.gem.id.us <assessor@co.gem.id.us>; IGCOwyheeDistrictOperationsAide@intgas.com <IGCOwyheeDistrictOperationsAide@intgas.com>; Jessica.mansell@intgas.com <Jessica.mansell@intgas.com>; monica.taylor@intgas.com <monica.taylor@intgas.com>; treasurer@co.gem.id.us <treasurer@co.gem.id.us>; mkeene@co.gem.id.us <mkeene@co.gem.id.us>; lboston@co.gem.id.us <lboston@co.gem.id.us>; brandi.j.richter@usps.gov <brandi.j.richter@usps.gov>; Lyleen Jerome <ljerome@cityofemmett.org>; Steve Kunka <skunka@emmettpolice.com>; care.inquiry@centurylink.com <care.inquiry@centurylink.com>; juhrig@idahopower.com <juhrig@idahopower.com>; diglineidaho@digline.com <diglineidaho@digline.com>; lastchanceditch@gmail.com <lastchanceditch@gmail.com>; Curt Christensen <cchristensen@cityofemmett.org>; Mike Giery <mgiery@cityofemmett.org>; emmettirrigationoffice@gmail.com <emmettirrigationoffice@gmail.com>; Clint Seamons <cseamons@cityofemmett.org>; Public Works Distro List <publicworks@cityofemmett.org>; mike@blackcanyonirrigation.com <mike@blackcanyonirrigation.com>  
**Cc:** Brian Sullivan <bsullivan@cityofemmett.org>; Jake Sweeten <jsweeten@capitollawgroup.com>  
**Subject:** Comments Requested June 30, VAC 20-001

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Thank you!

*~Anna Marie Young*

City of Emmett, Planning Clerk  
Building & Public Works Dept.  
601 E 3<sup>rd</sup> St. Emmett, ID 83617  
(208) 398-2090  
[ayoung@cityofemmett.org](mailto:ayoung@cityofemmett.org)



## Anna Marie Young

---

**From:** Clint Seamons  
**Sent:** Wednesday, June 24, 2020 12:08 PM  
**To:** Anna Marie Young  
**Subject:** Fwd: Comments Requested June 30, VAC 20-001

NO COMMENTS ON VAC 20-001

Clint Seamons  
Public Works Director  
City of Emmett  
601 E 3<sup>rd</sup> Street  
Emmett, ID 83617  
Office: (208) 365-9569

Begin forwarded message:

**From:** Clint Seamons <cseamons@cityofemmett.org>  
**Date:** June 16, 2020 at 12:06:29 PM MDT  
**To:** Steve Kunka <skunka@emmettpolice.com>  
**Subject:** Re: **Comments Requested June 30, VAC 20-001**

NO COMMENTS ON VAC 20-001.  
Thank you

Clint Seamons  
Public Works Director  
City of Emmett  
601 E 3<sup>rd</sup> Street  
Emmett, ID 83617  
Office: (208) 365-9569

On Jun 15, 2020, at 5:24 PM, Steve Kunka <skunka@emmettpolice.com> wrote:

Anna Marie,

I have no comments on the Vacation Application VAC #20-001.

Chief Steve O. Kunka

---

**From:** Anna Marie Young <ayoung@cityofemmett.org>  
**Sent:** Monday, June 15, 2020 4:00 PM  
**To:** Craig Woods <cwoods@isd221.net>; assessor@co.gem.id.us;  
IGCOwyheeDistrictOperationsAide@intgas.com; Jessica.mansell@intgas.com;  
monica.taylor@intgas.com; treasurer@co.gem.id.us; mkeene@co.gem.id.us;  
lboston@co.gem.id.us; brandi.j.richter@usps.gov; Lyleen Jerome



## Brian Sullivan

---

**From:** Sharron Wiley <swiley@co.gem.id.us>  
**Sent:** Wednesday, June 17, 2020 12:39 PM  
**To:** Anna Marie Young; Brian Sullivan  
**Subject:** RE: Comments Requested June 30, VAC 20-001

Anna, Brian

I have no comments at this time for the Vacation App #20-001

## Shar Wiley

Certified Cadastral Specialist #144  
Gem County GIS Dept  
415 E Main St  
Emmett, ID 83617  
(208)477.2005 – Direct  
(208)365.2982 – Office  
swiley@co.gem.id.us

---

**From:** Hollie Ann Strang  
**Sent:** Wednesday, June 17, 2020 10:17 AM  
**To:** Sharron Wiley <swiley@co.gem.id.us>  
**Subject:** FW: Comments Requested June 30, VAC 20-001

## Hollie Ann Strang

---

**From:** Anna Marie Young [<mailto:ayoung@cityofemmett.org>]  
**Sent:** Monday, June 15, 2020 4:00 PM  
**To:** Craig Woods <[cwoods@isd221.net](mailto:cwoods@isd221.net)>; Hollie Ann Strang <[hstrang@co.gem.id.us](mailto:hstrang@co.gem.id.us)>;  
[IGCOWyheeDistrictOperationsAide@intgas.com](mailto:IGCOWyheeDistrictOperationsAide@intgas.com); [Jessica.mansell@intgas.com](mailto:Jessica.mansell@intgas.com); [monica.taylor@intgas.com](mailto:monica.taylor@intgas.com); Megan Keene  
<[mkeene@co.gem.id.us](mailto:mkeene@co.gem.id.us)>; Megan Keene <[mkeene@co.gem.id.us](mailto:mkeene@co.gem.id.us)>; Laurie Boston <[lboston@co.gem.id.us](mailto:lboston@co.gem.id.us)>;  
[brandi.j.richter@usps.gov](mailto:brandi.j.richter@usps.gov); Lyleen Jerome <[ljerome@cityofemmett.org](mailto:ljerome@cityofemmett.org)>; Steve Kunka <[skunka@emmettpolice.com](mailto:skunka@emmettpolice.com)>;  
[care.inquiry@centurylink.com](mailto:care.inquiry@centurylink.com); [juhrig@idahopower.com](mailto:juhrig@idahopower.com); [diglineidaho@digline.com](mailto:diglineidaho@digline.com); [lastchanceditch@gmail.com](mailto:lastchanceditch@gmail.com); Curt  
Christensen <[cchristensen@cityofemmett.org](mailto:cchristensen@cityofemmett.org)>; Mike Giery <[mgiery@cityofemmett.org](mailto:mgiery@cityofemmett.org)>;  
[emmettirrigationoffice@gmail.com](mailto:emmettirrigationoffice@gmail.com); Clint Seamons <[cseamons@cityofemmett.org](mailto:cseamons@cityofemmett.org)>; Public Works Distro List  
<[publicworks@cityofemmett.org](mailto:publicworks@cityofemmett.org)>; [mike@blackcanyonirrigation.com](mailto:mike@blackcanyonirrigation.com)  
**Cc:** Brian Sullivan <[bsullivan@cityofemmett.org](mailto:bsullivan@cityofemmett.org)>; Jake Sweeten <[jsweeten@capitollawgroup.com](mailto:jsweeten@capitollawgroup.com)>  
**Subject:** Comments Requested June 30, VAC 20-001

Good Afternoon,

## Anna Marie Young

---

**From:** Curt Christensen  
**Sent:** Tuesday, June 30, 2020 9:21 AM  
**To:** Anna Marie Young  
**Subject:** Re: Comments Requested June 30, VAC 20-001

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Anna Marie,

I have no comments on the Vacation Application VAC #20-001.

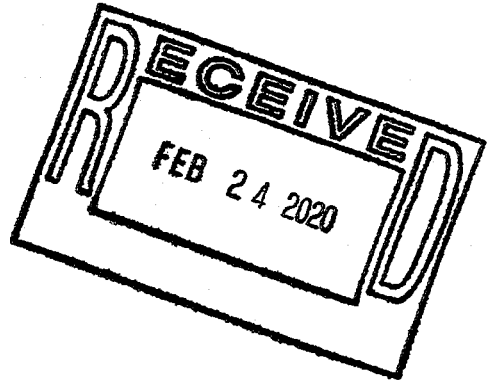
In Service,

Curt Christensen  
Chief Emmett Fire Department  
[cchristensen@cityofemmett.org](mailto:cchristensen@cityofemmett.org)  
208-941-7367



On Jun 15, 2020, at 4:00 PM, Anna Marie Young <[ayoung@cityofemmett.org](mailto:ayoung@cityofemmett.org)> wrote:

<VAC 20-001, Impact Agency Packet.pdf>



## CITY OF EMMETT VACATION SUBMITTALS AND CHECKLIST

CITY OF EMMETT

601 E. 3<sup>rd</sup> Street, Emmett, Idaho 83617 [www.cityofemmett.org](http://www.cityofemmett.org)  
Phone: (208) 365-9569 fax: (208) 365-4651

### THE REASON FOR THE REQUEST TO VACATE:

Please see enclosed letter of intent.

### Submittal Requirements:

**FEE:** A \$235.00 fee must accompany this completed application. *(Non-refundable)*

**LETTER OF INTENT:** A complete statement explaining the reasons a vacation of property is needed, and how the applicant plans to compensate the City for the amount of property they will gain from the action.

**VICINITY SKETCH:** A vicinity map, which is drawn to scale, must be attached showing the location of the property under consideration.

**LEGAL DESCRIPTION:** A metes and bounds description or lot and block of the entire area to be vacated.

**MAP:** A survey map showing the area requested to be vacated.

**HEALTH DEPARTMENT APPROVAL:** (If necessary)

**RELOCATION OF UTILITIES PLAN:** (If necessary)

**PROOF OF OWNERSHIP OR VALID OPTION HOLDER:** Attach a copy of your property deed, option agreement, quit claim deed, or title report with complete legal description.

**NOTARIZED CONSENT:** A notarized statement of consent from all titled owners affected by the application.

**210 Main, LLC**

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

February 24th, 2020

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

Re: 210 Main, LLC – Payette River Orchards applications  
*12<sup>th</sup> Street Relocation / Exchange / Vacation submittal*

Mr. Sullivan,

We (210 Main, LLC) enclose the Vacation Submittals and Checklist for approval of relocating, exchanging, and vacating, in part, portions of 12<sup>th</sup> Street. This is in connection with our previous submittals to the City for the Payette River Orchards applications:

1. Development Agreement Application (DA #19-002);
2. Preliminary Subdivision Application (PP #19-002);
3. Special Use Permit (SUP #19-005); and
4. Variance Application (VAR #19-001).

This application to relocate, exchange, and vacate in part portions of 12<sup>th</sup> Street is necessary because as depicted in the attached (and previously submitted) preliminary plat, portions of 12<sup>th</sup> Street will be relocated in connection with the Payette River Orchards subdivision.

Consistent with the Preliminary Subdivision Application, we will be constructing and dedicating roads to the City of Emmett and constructing sidewalks. No compensation to the City is proposed with this application because the City will be receiving much more road area than will be vacated, and we will be incurring the costs of construction and building the road.

The depiction of the existing 12<sup>th</sup> Street and where the roads will be built are depicted on pages PP-04 and PP-06 of the submitted preliminary plat (PP#19-002), see enclosed Exhibit "B".

Statements of notarized consent are provided from the titled owners affected by the application (210 Main LLC and Josh Wester).

Legal description of the entire 210 Main LLC parcel is provided. The final legal description of the roads to be dedicated to the City and relocation of existing road will be provided pursuant to the construction plans and final plat of the respective phase for the development.

We appreciate your consideration and review of this application.

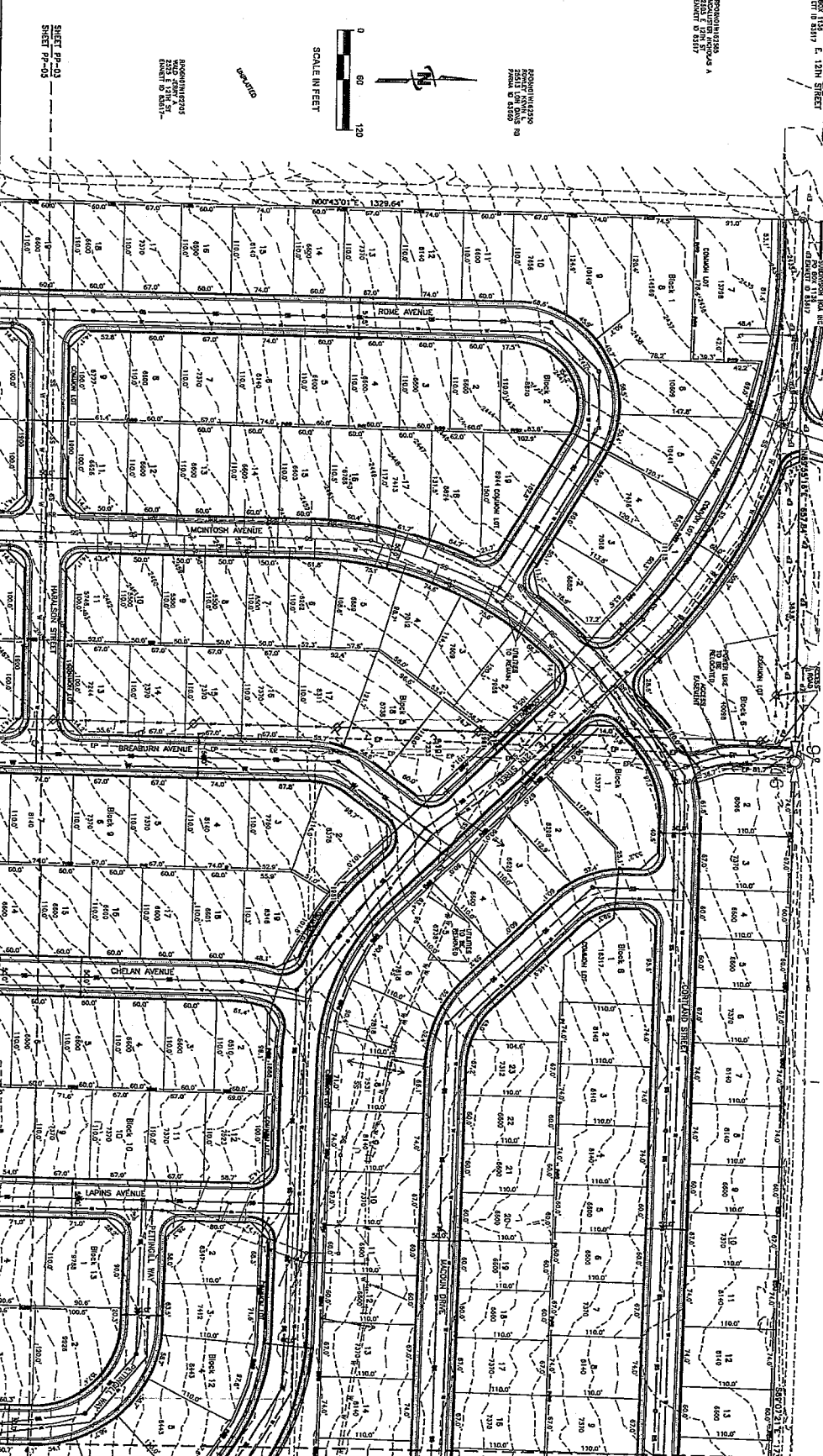
210 Main LLC



By: David Little, Its: Member



By: Adam Little, Its: Member



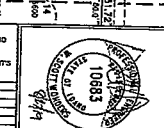
- LEGEND EXISTING UTILITIES**
- SANITARY SEWER LINE TO BE REPAIRED OR RELOCATED
  - SANITARY SEWER LINE TO BE REPAIRED OR RELOCATED
  - WATER LINE TO BE REPAIRED OR RELOCATED
  - SEWER MANHOLE TO BE REPAIRED OR RELOCATED
  - WATER METER TO BE REPAIRED
  - WATER METER TO BE REPAIRED OR RELOCATED
  - WATER METER TO BE REPAIRED OR RELOCATED
  - WATER VALVE TO BE REPAIRED OR RELOCATED
  - FIRE HYDRANT TO BE REPAIRED OR RELOCATED
- PROPOSED UTILITIES
- SANITARY SEWER LINE TO BE REPAIRED OR RELOCATED
  - SANITARY SEWER LINE TO BE REPAIRED OR RELOCATED
  - WATER LINE TO BE REPAIRED OR RELOCATED
  - SEWER MANHOLE TO BE REPAIRED OR RELOCATED
  - WATER METER TO BE REPAIRED
  - WATER METER TO BE REPAIRED OR RELOCATED
  - WATER METER TO BE REPAIRED OR RELOCATED
  - WATER VALVE TO BE REPAIRED OR RELOCATED
  - FIRE HYDRANT TO BE REPAIRED OR RELOCATED

SHEET PP-03  
 SHEET PP-05

**PAYETTE RIVER ORCHARDS SUBDIVISION**  
**EMMETT, IDAHO**

PROPOSED CONDITIONS

RESERVE OF DRAWINGS  
 ALL RIGHTS RESERVED BY THE ENGINEER AND THE CLIENT AND THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF PROPERTY OR PERSONS OR OTHER RESERVE RIGHTS OF THESE DRAWINGS AND THE CLIENT. ANY REUSE OF THESE DRAWINGS WITHOUT THE WRITTEN CONSENT OF THE ENGINEER IS STRICTLY PROHIBITED. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF PROPERTY OR PERSONS OR OTHER RESERVE RIGHTS OF THESE DRAWINGS AND THE CLIENT. ANY REUSE OF THESE DRAWINGS WITHOUT THE WRITTEN CONSENT OF THE ENGINEER IS STRICTLY PROHBITED.



**JUB ENGINEERS, INC.**  
 250 S. Beechwood Ave.  
 Suite 201  
 Boise, ID 83709-0944  
 Phone: 208.376.7330  
 www.jub.com

SHEET PP-04



**Emmett Zoning Department**  
 601 E. 3<sup>rd</sup> St. Emmett, Idaho, 83617  
**Brian Sullivan:**  
 bsullivan@cityofemmett.org  
**Doricela Millan-Sotelo:** dmillan-  
 sotelo@cityofemmett.org  
 Ph. (208)365-9569 F. (208)365-4651

## Affidavit of Legal Interest

I, Josh Wester, residing at 2626 E. 12th Street  
Emmett, Idaho being first duly sworn upon oath, depose  
 and say:

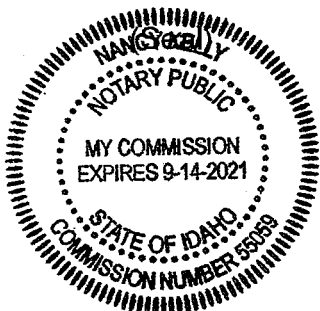
1. That I am the record owner of the property described on the attached, and I grant my permission to 210 Main LLC to submit the accompanying application pertaining to that property.
2. I agree to indemnify, defend and hold Emmett City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property, which is the subject of the application.

Dated this 24<sup>th</sup> day of February, 20 20.

[Signature]  
 Signature

State of Idaho)  
 S.S.  
 County of GEM)

On this 24<sup>th</sup> day of FEBRUARY, in the year of 2020, before me  
Nancy Kelly a notary public, personally appeared JOSH WESTER,  
 proved to me on the basis of satisfactory evidence to be the person whose name is  
 subscribed to the within instrument, and acknowledged that he/she executed the same.



[Signature]  
 Notary Public

My Commission Expires on 9/14/2021



**EMMETT PUBLIC WORKS DEPARTMENT**  
601 East 3<sup>rd</sup> Street - Emmett, Idaho 83617  
**Clint Seamons, Public Works Director**

Monday, August 17, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Idaho Tractor Inc quote for front mount mower in the amount of \$17,145.76.**

Attached is the quote for your review.

Thank you,

Clint Seamons  
Public Works Director





GM - 062117, CE - 040319, AG - 021815  
 NJPA Arkansas 4600041718  
 NJPA Delaware GSS-17673  
 Nebraska 14777 (OC)  
 Mississippi (CE Only) 820036654

F2690E WEB QUOTE #1749192  
 Date: 8/12/2020 8:48:24 AM  
 - Customer Information -  
 SEAMONS, CLINT  
 CITY of EMMETT  
 cseamons@cityofemmett.org  
 208-941-1251

Quote Provided By  
 IDAHO TRACTOR, INC.  
 DAVE THIEL  
 2204 CALDWELL BLVD.  
 NAMPA, ID 83651  
 email: davethiel19@hotmail.com  
 phone: 2084664611

- Standard Features -

- Custom Options -



F Series F2690E  
 \*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**

Model #D1105  
 3 Cyl., 1123 cu. cm.  
 +24.8 Gross Eng. HP  
 @3000 Eng. RPM  
 CARB Certified  
 Alternator - 40 Amps  
 Hand Throttle  
 Dual Element Air Cleaner

**OPERATING FEATURES**

Tilt Steering Wheel  
 Power Steering  
 Deluxe Suspension Seat  
 w/ 4 Adj. Controls

**HYDRAULICS**

Open Center - Gear Type  
 2 Point Hitch Lift  
 Cap at Lift Point - 573 lbs  
 8.6 GPM Hyd. Pump Cap.  
 6 GPM Remote Outlet

**HYD. INDEPENDENT PTO**

Hyd. Multi-Disc PTO  
 Single Speed PTO  
 2545 rpm @ 3000 Eng. rpm

+ Manufacturer Estimate

**TRANSMISSION**

Hydrostatic Drive (F2/R2)  
 Forward Speed - 0 - 12.5 mph  
 Reverse Speed - 0 - 6.8 mph  
 Front Differential Lock

**FLUID CAPACITY**

Fuel Tank 16.1 gal  
 Cooling System 4.9 qts  
 Engine Oil 3.7 qts  
 Transmission and Hydraulics 14.8 qts

**SAFETY EQUIPMENT**

2 Post Foldable ROPS w/  
 Retractable Sear Belt  
 ROPS meet ISO and OSHA  
 Safety Start Switch  
 Operator Presence Control  
 Parking Brake  
 Overheat Alarm Buzzer

**INSTRUMENTS**

Liquid Chrystal Display (LCD) Panel  
 Hour Meter  
 Electric Fuel Gauge  
 Temperature Gauge  
 Easy Checker™  
 Oil Light  
 Charge Light  
 Glow Plug Light

**SELECTED TIRES**

AF9384 & AF8603  
 FRONT - 16x6.50-8 R3 Titan Multi Trac  
 REAR - 23x10.50-12 R3 Titan Multi Trac

F2690E Base Price: \$17,312.00

(1) SUSPENSION SEAT F8280-SUSPENSION SEAT	inc.
(2) WHEEL WEIGHT KIT G8100A-WHEEL WEIGHT KIT	\$60.00
(1) 60" MOWER DECK FOR F SERIES TRACTOR RCK60P-F39-60" MOWER DECK FOR F SERIES TRACTOR	\$3,559.00
<b>Configured Price:</b>	<b>\$20,931.00</b>
<b>Sourcewell Discount:</b>	<b>(\$4,604.82)</b>
<b>SUBTOTAL:</b>	<b>\$16,326.18</b>
<b>Dealer Assembly:</b>	<b>\$134.58</b>
<b>Freight Cost:</b>	<b>\$435.00</b>
<b>PDI:</b>	<b>\$250.00</b>

Total Unit Price: \$17,145.76  
 Quantity Ordered: 1  
 Final Sales Price: \$17,145.76

Purchase Order Must Reflect  
 the Final Sales Price

To order, place your Purchase Order directly with the quoting dealer

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



**EMMETT PUBLIC WORKS DEPARTMENT**

601 East 3<sup>rd</sup> Street - Emmett, Idaho 83617

**Clint Seamons, Public Works Director**

Monday, August 17, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Idaho Tractor Inc quote for utility vehicle in the amount of \$21,446.15.**

Attached is the quote for your review.

Thank you,

Clint Seamons  
Public Works Director



GM - 062117, CE - 040319, AG - 021815  
 NJPA Arkansas 4600041718  
 NJPA Delaware GSS-17673  
 Nebraska 14777 (OC)  
 Mississippi (CE Only) 820036654

RTV-X1100CWL-H WEB QUOTE #1749208

Date: 8/12/2020 9:03:37 AM

- Customer Information -

SEAMONS, CLINT

CITY of EMMETT


cseamons@cityofemmett.org

208-941-1251

Quote Provided By  
 IDAHO TRACTOR, INC.  
 DAVE THIEL  
 2204 CALDWELL BLVD.  
 NAMPA, ID 83651  
 email: davethiel19@hotmail.com  
 phone: 2084664611

- Standard Features -

- Custom Options -



V Series RTV-X1100CWL-H  
 \*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**  
 Model Kubota D1105  
 3 Cyl. 68.5 cu in  
 +24.8 Gross Eng HP  
 75 Amp Alternator

**TRANSMISSION**  
 V-IT-X  
 Variable Hydro Transmission  
 Forward Speeds:  
 Low 0 - 15 mph  
 High 0 - 25 mph  
 Reverse 0 - 17 mph  
 Limited-slip Front Differential  
 Rear differential lock

**HYDRAULICS**  
 Hydrostatic Power Steering  
 with manual tilt-feature  
 Hydraulic Cargo Dump  
 Hydraulic Oil Cooler

**FLUID CAPACITY**  
 Fuel Tank 7.9 gal  
 Cooling 8.3 qts  
 Engine Oil 4.3 qts  
 Transmission Oil 1.8 gal  
 Brake Fluid 0.4 qts

**CARGO BOX**  
 Width 57.7in  
 Length 40.5 in  
 Depth 11.2 in  
 Load Capacity 1102 lbs  
 Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

**KEY FEATURES**  
 Factory Cab w/ A/C, Heater,  
 Defroster  
 Fully opening roll-down door  
 windows  
 Digital Multi-meter  
 Speedometer  
 Pre-wired w/ speakers/antenna for  
 stereo  
 Front Independent Adjustable  
 Suspension  
 Rear Independent Adjustable  
 Suspension  
 Brakes - Front/Rear Wet Disc  
 Rear Brake Lights / Front  
 Headlights  
 2" Hitch Receiver, Front and Rear  
 Deluxe 60/40 split bench seats  
 with driver's side seat adjustment  
 Underseat Storage Compartments  
 Deluxe Front Guard  
 (radiator guard, bumper, and lens  
 guard)

**SAFETY EQUIPMENT**  
 SAE J2194 & OSHA 1928 ROPS  
 Horn  
 Dash-mounted Parking Brake  
 Spark Arrestor Muffler  
 Retractable 2-point Seat Belts

**DIMENSIONS**  
 Width 63.2 in  
 Height 79.5 in  
 Length 120.3 in  
 Wheelbase 80.5 in  
 Tow Capacity 1300 lbs  
 Ground Clearance 10.4 in  
 Suspension Travel 8 in  
 Turning Radius 13.1 ft

Factory Spray-on Bedliner  
 "L" Models Only

Bright Alloy Wheels (Silver-  
 painted)  
 Silver-painted with machined  
 surface  
 "S" Models only

**TIRES AND WHEELS**  
 Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-H Base Price: \$21,549.00	
(1) SUNVISORS (2) K7731-99270-SUNVISORS (2)	\$145.00
(1) STROBE LIGHT MOUNT KIT 77700-VC5058-STROBE LIGHT MOUNT KIT	\$167.00
(1) 72" FRONT BLADE V5008-72" FRONT BLADE	\$2,289.00
(1) TURN SIG/HAZARD LGT KIT/RTV-X1100C K7731-99610-TURN SIG/HAZARD LGT KIT/RTV-X1100C	\$289.00
(1) REAR WINDOW UTILITY NET/GUARD/RTV1100 K7711-99280-REAR WINDOW UTILITY NET/GUARD/RTV1100	\$242.00
(2) STANDARD EXTERNAL MIRROR KIT CAB PNF 77700-V6059-STANDARD EXTERNAL MIRROR KIT CAB PNF	\$110.00
<b>Configured Price:</b>	<b>\$24,791.00</b>
Sourcewell Discount:	(\$5,454.02)
<b>SUBTOTAL:</b>	<b>\$19,336.98</b>
Dealer Assembly:	\$439.17
Freight Cost:	\$870.00
PDI:	\$400.00
Labor to install blade and electric wiring	\$400.00
Total Unit Price: \$21,446.15	
Quantity Ordered:	1
Final Sales Price: \$21,446.15	
Purchase Order Must Reflect the Final Sales Price	

To order, place your Purchase Order directly with the quoting dealer

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



**EMMETT PUBLIC WORKS DEPARTMENT**  
601 East 3<sup>rd</sup> Street - Emmett, Idaho 83617  
**Clint Seamons, Public Works Director**

Monday, August 17, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve LHTAC Key No. 13493 S Johns Ave E 12<sup>th</sup> to E 4<sup>th</sup> pay application no 32 to Keller Associates in the amount of \$25,041.72 with Mayor to sign.**

Attached is the pay application no. 32 for your review.

Thank you,

Clint Seamons  
Public Works Director

**Local Highway Technical  
Assistance Council**

3330 Grace Street  
Boise, Idaho 83703

Phone 208.344.0565  
Fax 208.344.0789  
Toll Free 1.800.259.6841

[www.lhtac.org](http://www.lhtac.org)



Gilbert Hofmeister  
Chairman

Todd Smith  
Vice Chairman

Robert (BJ) Berlin  
Secretary/Treasurer

Jeff R. Miles, P.E.  
Administrator

March 5, 2020

Sponsor: City of Emmet  
Attention: Lyleen Jerome  
EMAIL: [ljerome@cityofemmett.org](mailto:ljerome@cityofemmett.org)

Key No. 13493; S Johns Ave; E 12<sup>th</sup> to E 4th  
Consultant to Pay: Keller Associates  
Progress Report: 32  
Amount of Invoice (before overpayment): \$25,061.69  
**Amount to Pay: \$25,041.72**

Agreement No. 9131

**Note to ITD: On invoice #22, the City of Emmett overpaid Keller by \$20. ITD reimbursed the City including the \$20 overpayment. LHTAC is using the dollar amount on the invoice before the overpayment because the numbers used on that invoice and all the invoices following have not included the additional \$20.**

Dear Lyleen,

LHTAC has reviewed this invoice, please pay the consultant full invoice amount.

As a sponsor on a Federal-aid project, you can be reimbursed 92.66% of the invoice.

- ❖ Sign page two of the ITD-771 form as the "Second Reviewer" which is included in the invoice
- ❖ Submit a copy of your consultant payment (with the bank numbers blocked out) and this invoice to: Jaymie Peters, the ITD District 3 Records Inspector at [ITDD3DRI@itd.idaho.gov](mailto:ITDD3DRI@itd.idaho.gov)

Please contact me if you have any questions.

Sincerely,

Wayne Herbel, P.E.  
Agreement Administrator

**Council Members**

Association of Idaho Cities  
Mayor Mac Pooler  
City of Kellogg

Mayor Robert (BJ) Berlin  
City of Roberts

Mayor Diana Thomas  
City of Weiser

Idaho Association of Highway Districts  
Commissioner Neal Gier  
Buhl Highway District

Commissioner Terry Werner  
Post Falls Highway District

Commissioner Gilbert Hofmeister  
Power County Highway District

Idaho Association of Counties  
Commissioner Phil Lampert  
Benewah County

Commissioner Mark Rekow  
Gem County

Commissioner Todd Smith  
Madison County

Ex-Officio Members  
Jessica Harrison, Executive Director  
Association of Idaho Cities

Nick Veldhouse, Executive Director  
Idaho Association of Highway Districts

Seth Grigg, Executive Director  
Idaho Association of Counties

City of Emmett

Project: STC-7169, S Johns Ave, E 12th to E 4th St

Project No.: A013(493)

Keller Associates, Inc

Key No.: 13493

Agreement No.: 9131

ITD-771 Form Number:	32	PSA #1:	\$ 100,000.00
Invoice number:	32	PSA #2:	\$ 100,000.00
Agreement Amount:	\$ 337,000.00	PSA #3:	\$ 100,000.00
Supplemental #1	\$ 15,040.00	PSA #4:	\$ 37,000.00
Supplemental #2	\$ 55,850.00	PSA #S-1	\$ 15,040.00
Additional Services:		PSA #S-2	\$ 55,850.00
Total Agreement Amt:	\$ 407,890.00		

Begin Work: 3/31/2015 Work through: 12/31/2018

Complete Work: 8/1/2019 8/27/19 Auth ext. Time Expired: 1371

Total Days: 1584 Percent Time Elapsed: 86.6%

Previous Payments: \$ 382,828.31 Total Payments: \$ 407,890.00

This Invoice: \$ 25,061.69 Percent of Payments Paid: 100.0%

Percent of PSA 1 Paid: 100.0%

Percent of PSA 2 Paid: 100.0%

Percent of PSA 3 Paid: 100.0%

Percent of PSA 4 Paid: 100.0%

Percent of PSA S1-1 Paid: 100.0%

Percent of PSA S1-2 Paid: 100.0%

Fixed Fee:

This Invoice	To Date	Negotiated Fee
\$1,891.90	\$32,219.00	\$32,219.00
6%	100%	

Work Authority Number: T133980

LHTAC charges through: 7-31-2019	Budget	Charged	Remaining	Percentage Spent
LHTAC charged (PL)	\$95,000.00	\$88,264.99	\$6,735.01	92.91%

## PROFESSIONAL SERVICES AUTHORIZATION and INVOICE SUMMARY



Consultant: **Keller Associates, Inc.**

Agreement No: 9131

Billing Ref No: 913106

Authorization No: 4

Agreement Amounts	
Original Agreement:	\$337,000.00
Additional Services:	\$0.00
Supplementals:	\$70,890.00
<b>TOTAL:</b>	<b>\$407,890.00</b>

Consultant Invoice No: 32

PROJECT	<i>Key Number</i>	<i>Project Number</i>	<i>Route</i>	<i>Location</i>
	13493	A013(493)	STC-7169	S JOHNS AVE, E 12TH TO E 4TH ST, EMMETT

This document authorizes services to be performed as described below:

Number	Description	Amount
13493	Delivery of Complete PS&E Package	<u>\$37,000.00</u>

Compensation for Services Shall not Exceed: **\$37,000.00**

Which Increases the Total Authorization Amount to **\$337,000.00**

Authorization Issued (Agreement Administrator)

Authorization Accepted (Consultant)

*Holley McClure* 10-16-17  
Signature: Date:

*[Signature]* 10/18/2017  
Signature: Date:

Authorized Amount	Previous Invoices	This Invoice	Total to Date	Balance Authorized
\$37,000.00	11,938.31	25,061.69	37,000.00	0.00

Payment Requested (Consultant)

Payment Recommended (Agreement Administrator)

*[Signature]* 8/22/19  
Signature: Date:

*[Signature]* 09/30/2019  
Signature: Date:

Note to ITD: On invoice #22, the City of Emmett overpaid Keller by \$20. ITD reimbursed the City including the \$20 overpayment. LHTAC is using the dollar amount on the invoice before the overpayment because the numbers used on that invoice and all the invoices following have not included the additional \$20. N.Ziebarth



# Professional Agreement Invoice and Progress Report

Idaho Transportation Department

ITD 0771 (Rev. 01-17)

itd.idaho.gov

This page must be filled out monthly by the Consultant and forwarded to the Agreement Administrator with the monthly invoice. If necessary, attach additional sheets for continuation.

Key Number 13493	Project Number A013(493)	Project Name S Johns Ave; E 12th to 4th, Emmett, ID	Date 8/8/2019
Agreement Administrator Wayne Herbel		Progress Report Number 32	Agreement Number 9131
Consultant's Name Keller Associates, Inc.			Report/Billing Period (From and To) 6/21/2018 - 12/31/2018
Prompt Payment To Subconsultant(s) Verified <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Authorization Number 4	Invoice Number 32
8/8/2019			
Describe Work Accomplished During the Month (List Major Activities that were in progress during this period and estimate the remaining time for each.) Completed and submitted the PSE package. We have also distributed the final utility correspondence letters.			
Summarize Work Completed to Date (Milestones Completed and Dates) (List Major Activities that were completed, including completion dates.)			
Final phase 1 report submitted to LHTAC on July 16, 2015 Final concept report submitted to LHTAC on October 30, 2015 Final Phase II/III report submitted to LHTAC on November 4, 2015 Final Phase IV report approved on February 5, 2016 Final Concept Report approved on March 8, 2016 Final Cultural Report submittal on March 15, 2016 Preliminary Design package submitted on March 14, 2016 Environmental Report Submittal on April 28, 2016 Public Hearing June 9, 2016 Environmental Evaluation Approval on Nov. 15, 2016 Submittal of Design Study Report on Nov. 15, 2016 Design Study Report Approved on January 11, 2017 Right-of-Way Plans Approved on June 6, 2017 Right-of-Way Acquisition completed in Feb. 2018 (reported by City) Final Design Package submitted on September 28, 2018 PSE Submittal on July 30, 2019			
List Information Required from ITD to Avoid Delays			
List Changes in Scope or Complexity that Requires a Supplemental Agreement or Time Adjustments We submitted a time request to adjust the final contract time on August 12, 2019			
Printed Name Justin Walker, P.E.	Title Project Manager	Consultant's Signature 	

Distribution: DRI (Original) - Project File

Copy - Prime Consultant



# Professional Agreement Invoice and Progress Report

ITD 0771 (Rev. 12-15 LHTAC)  
itd.idaho.gov

Idaho Transportation Department

**Status Report**      This page must be completed by the Agreement Administrator

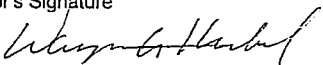
A completed status report must accompany all Agreement invoices recommended for payment. The requested percentage of progress measurements for this report/billing period are required.

Key Number 13493	Program Number T1339880	Progress Report Number 32	Agreement Number 9131
Agreement Time 1584 days	Time Passed 1371 days	Percent of Agreement Time Elapsed 86.6 %	Percent of Work Completed 99.0 %
Original Agreement Amount \$337,000.00	Supplemental(s) \$70,890.00	Current Agreement Amount \$407,890.00	Payments (Including this Payment) \$407,890.00
Percent of Agreement Dollars Paid 100.0 %			
Prompt Payment to Subconsultant(s) Verified <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Fixed Fee \$1,891.90	To Date \$32,219.00
		Negotiated \$32,219.00	
If There is a Significant Variance Between the Percentages, Please Explain Project expenditures and schedule are in balance. Project is awaiting funding in FY2021.			
Consultant Invoice Number 32		This Payment Amount \$ 25,061.69	
Report Reviewed By Wayne A Herbel, PE			Review Date 03/05/2020

**Consultant Performance To Be Completed Monthly by the Agreement Administrator**

Work planned for this period was completed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Quality of work was completed satisfactory <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discussed performance with Consultant <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Explain		
Performance: Describe the Consultants performance during this period The consultant submitted the PS&E package on 7/30/2019. The project is scheduled for construction in FY2021, but is underfunded. The consultant has worked with the City of Emmett to submit an application for additional funding through the TAP program and are waiting to see if those funds are approved.		
Response from Consultant:		

- Progress Payment:** I certify that the Agreement provisions have been reviewed, the invoice amount checked, progress is substantiated, significant material expenses have support documentation (receipts), and the costs billed are project related and represent the work accomplished. I hereby approve the progress estimate for payment.
- Final Payment:** I certify that all work under the terms of the Agreement has been satisfactorily completed, any capital assets acquired have been delivered or value received, an affidavit of indebtedness received, and the project reviewed or audited and costs verified for work performed. I hereby approve final payment under the Agreement.

Agreement Administrator's Signature 	Date 03/05/2020	Second (Independent) Reviewer's Signature
--	--------------------	---

Distribution: DRI (Original) - Project File

Copy - Prime Consultant



131 SW 5th Ave, Suite A  
Meridian, ID 83642  
(208) 288-1992

Mr. Wayne Herbel  
LHTAC  
3330 Grace St.  
Boise, ID 837403

Statement No. 215034-000-32  
August 8, 2019  
Keller Project No. 215034-000

STC-7169 S Johns Ave, E 12th to E 4th St., Emmett  
Project No. A013(493) - Key No. 13493  
Agreement No. 9131

<hr/>	
Original Contract Cost Plus Fixed Fee:	\$337,000.00
Supplemental No. 1	\$15,040.00
Supplemental No. 2	\$55,850.00
	<hr/>
	\$407,890.00
PSA No. 1 (Approved)	\$100,000.00
PSA No. 2 (Approved)	\$100,000.00
PSA No. 3 (Approved)	\$100,000.00
PSA No. 4 (Approved)	\$37,000.00
PSA Supplemental No. 1 - S-1 (Approved)	\$15,040.00
PSA Supplemental No. 2 - S-1 (Approved)	\$55,850.00
TOTAL PSA'S	<hr/>
	\$407,890.00
Previous Billings:	\$382,828.31
Current Billings:	\$80,195.60
	<i>Less Not-to-Exceed Adjustment:</i> <u>(\$55,133.91)</u>
	<b>Adjusted Current Billing: \$25,061.69</b>
Total Billed To Date:	\$407,890.00
Amount Remaining in Approved PSA:	\$0.00

Total Previous Billings: \$382,828.31  
Total Billings Paid to Date: \$382,848.31

Total of Previous Unpaid Billings: \$20.00 ✓

**Current Billing Less Credit: \$25,041.69** ✓

Submitted By:  
KELLER ASSOCIATES, INC.

Justin Walker, P.E.

Received updated sheet 9/6/19, nz



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

(208) 288-1992

August 8, 2019

Wayne Herbel  
LHTAC  
3330 Grace Street  
Boise, ID 83713

Re: **STC-7169 S Johns Ave, E 12th to 4th St, Emmett  
Project No. A013(493), Key No. 13493**

Dear Wayne,

The City of Emmett and Keller Associates respectfully request a time extension to complete the PS&E of the South Johns Avenue Project.

The extension is requested due to delays caused by the right of way acquisition process. Keller Associates could not finalize the PS&E package until the City certified that all required right of way had been successfully acquired. The right of way was certified by the City on July 9, 2019. Once the right of way was certified, Keller Associates promptly finalized the PS&E package and submitted to LHTAC for review on July 30, 2019. Consequently, we respectfully request that the completion date for PS&E Submission be extended to August 1, 2019.

Thank you for your consideration. Should you have any questions or comments please contact me at (208) 288-1992.

Sincerely,

**KELLER ASSOCIATES, INC.**

A handwritten signature in cursive script, appearing to read "Justin Walker".

Justin Walker, P.E.  
Project Manager

Mr. Wayne Herbel  
 LHTAC  
 3330 Grace St.  
 Boise, ID 837403

STC-7169 S Johns Ave, E 12th to E 4th St., Emmett  
 Project No. A013(493) - Key No. 13493

Professional Services: June 21, 2018 through December 31, 2018

NAME	TOTAL HOURS	RATE	=	COST
Bakker, Steven ✓	15 ✓	\$33.17 ✓	=	\$497.55 ✓
Campbell, Donovan ✓	2.5 ✓	\$19.25 ✓	=	\$48.13 ✓
Carlisle, Matt ✓	33 ✓	\$28.35 ✓	=	\$935.55 ✓
Carroll, Dawn ✓	15 ✓	\$25.30 ✓	=	\$379.50 ✓
Cranney, Steven ✓	3.5 ✓	\$27.40 ✓	=	\$95.90 ✓
Frongner, Onnolee ✓	0.5 ✓	\$16.25 ✓	=	\$8.13 ✓
Grover, Alex ✓	72 ✓	\$30.87 ✓	=	\$2,222.64 ✓
Hafen, Andy ✓	66 ✓	\$34.50 ✓	=	\$2,277.00 ✓
Hulslander, Eric ✓	99 ✓	\$45.12 ✓	=	\$4,466.88 ✓
Lewis, Steve ✓	16 ✓	\$53.88 ✓	=	\$862.08 ✓
Markos, William ✓	0.75 ✓	\$20.00 ✓	=	\$15.00 ✓
Marshall, Joshua ✓	2 ✓	\$20.00 ✓	=	\$40.00 ✓
Neiwert, Adam ✓	19.5 ✓	\$43.70 ✓	=	\$852.15 ✓
Porter, Jeffrey ✓	9 ✓	\$23.40 ✓	=	\$210.60 ✓
Sandberg, Morgan ✓	68 ✓	\$15.00 ✓	=	\$1,020.00 ✓
Sorenson, Jeffrey ✓	276 ✓	\$27.89 ✓	=	\$7,697.64 ✓
Strylund, Kelsie ✓	2 ✓	\$27.40 ✓	=	\$54.80 ✓
Taylor, Thomas ✓	3 ✓	\$30.92 ✓	=	\$92.76 ✓
Thorne, Marvin ✓	133 ✓	\$50.00 ✓	=	\$6,650.00 ✓
Walker, Justin ✓	14.25 ✓	\$47.60 ✓	=	\$678.30 ✓
Whitson, Barry ✓	14.5 ✓	\$44.71 ✓	=	\$648.30 ✓
	<u>864.5 ✓</u>			<u>\$29,752.91 ✓</u>
	Combined Multiplier	1.6318 ✓		<u>\$48,550.79 ✓</u>
LABOR AND INDIRECT COST:				<u>\$78,303.70 ✓</u>
REMAINING PORTION OF FIXED FEE (Labor Not-to-Exceed \$32,219.00) 12% ✓				\$1,891.90 <i>Adjust to final allowable. JC.</i>
TOTAL KELLER ASSOCIATES LABOR COST:				<u>\$80,195.60 ✓</u>

DIRECT COSTS

SUBCONSULTANTS:

TOTAL SUBCONSULTANTS:

\$0.00 ✓

KELLER REIMBURSABLE EXPENSES

TOTAL REIMBURSABLES:

\$0.00 ✓

TOTAL AMOUNT DUE THIS INVOICE:

\$80,195.60 ✓

< 55,133.91 > NOT TO EXCEED ✓

\$ 25,061.69 ✓

8/27/19  
JC

Amount to pay Keller \$25,041.69 due to overpayment on Invoice #22. See attached copy of check.

Project 215034-000 Emmett - S. Johns Ave; E 12th to E 4th Invoice 0000032

# Billing Backup

Thursday, August 8, 2019

Keller Associates, Inc.

Invoice 0000032 Dated 8/8/2019

8:47:58 AM

Project 215034-000 Emmett - S. Johns Ave; E 12th to E 4th KN 13493 (LHTAC)  
 Task 001 Project Management

**Professional Personnel**

			Hours	Rate	Amount
00005	Carroll, Dawn	10/22/2018	.50	25.30	12.65
00221	Markos, William	10/18/2018	.25	20.00	5.00
00221	Markos, William	10/19/2018	.25	20.00	5.00
00221	Markos, William	11/14/2018	.25	20.00	5.00
00017	Walker, Justin	10/23/2018	.75	47.60	35.70
00017	Walker, Justin	12/19/2018	.50	47.60	23.80
00017	Walker, Justin	12/27/2018	1.50	47.60	71.40
	<b>Totals</b>		<b>4.00</b>		<b>158.55</b>
	<b>Total Labor</b>				<b>158.55</b>

**Total this Task \$158.55 ✓**

Task 006 Right-of-Way (ROW) Plans

**Professional Personnel**

			Hours	Rate	Amount
00005	Carroll, Dawn	8/28/2018	.50	25.30	12.65
00169	Frongner, Onnolee	8/22/2018	.50	16.25	8.13
00112	Lewis, Stephen	7/9/2018	.50	53.88	26.94
00112	Lewis, Stephen	7/10/2018	1.00	53.88	53.88
00112	Lewis, Stephen	7/11/2018	.50	53.88	26.94
00112	Lewis, Stephen	8/14/2018	2.50	53.88	134.70
00112	Lewis, Stephen	8/15/2018	5.00	53.88	269.40
00112	Lewis, Stephen	8/20/2018	.50	53.88	26.94
00112	Lewis, Stephen	8/21/2018	.50	53.88	26.94
00112	Lewis, Stephen	8/29/2018	.50	53.88	26.94
00112	Lewis, Stephen	9/4/2018	.50	53.88	26.94
00112	Lewis, Stephen	9/5/2018	.50	53.88	26.94
00112	Lewis, Stephen	9/17/2018	2.00	53.88	107.76
00112	Lewis, Stephen	9/18/2018	1.00	53.88	53.88
00112	Lewis, Stephen	9/28/2018	1.00	53.88	53.88
00192	Taylor, Thomas	8/17/2018	3.00	30.92	92.76
00047	Whitson, Barry	8/20/2018	2.50	44.71	111.78
00047	Whitson, Barry	8/21/2018	2.00	44.71	89.42
00047	Whitson, Barry	8/22/2018	5.00	44.71	223.55
00047	Whitson, Barry	8/28/2018	3.00	44.71	134.13
00047	Whitson, Barry	8/29/2018	2.00	44.71	89.42
	<b>Totals</b>		<b>34.50</b>		<b>1,623.92</b>
	<b>Total Labor</b>				<b>1,623.92</b>

**Total this Task \$1,623.92 ✓**

Task 007 Final Design

**Professional Personnel**

Hours Rate Amount

Project	215034-000	Emmett - S. Johns Ave; E 12th to E 4th		Invoice	0000032
00171	Bakker, Steven	6/21/2018	8.00	33.17	265.36
00171	Bakker, Steven	6/22/2018	<u>7.00</u>	33.17	232.19
00165	Campbell, Donovan	7/25/2018	2.00	19.25	38.50
00165	Campbell, Donovan	7/26/2018	<u>.50</u>	19.25	9.63
00033	Carlisle, Matt	7/11/2018	4.00	28.35	113.38
00033	Carlisle, Matt	7/12/2018	1.50	28.35	42.53
00033	Carlisle, Matt	7/16/2018	2.00	28.35	56.70
00033	Carlisle, Matt	7/19/2018	1.00	28.35	28.35
00033	Carlisle, Matt	7/23/2018	.50	28.35	14.18
00033	Carlisle, Matt	9/10/2018	1.00	28.35	28.35
00033	Carlisle, Matt	9/11/2018	5.50	28.35	155.93
00033	Carlisle, Matt	9/19/2018	8.00	28.35	226.80
00033	Carlisle, Matt	9/20/2018	4.50	28.35	127.58
00033	Carlisle, Matt	9/21/2018	<u>5.00</u>	28.35	141.75
00005	Carroll, Dawn	7/3/2018	.50	25.30	12.65
00005	Carroll, Dawn	9/27/2018	1.00	25.30	25.30
00005	Carroll, Dawn	9/28/2018	1.50	25.30	37.95
00005	Carroll, Dawn	10/1/2018	.50	25.30	12.65
00005	Carroll, Dawn	10/15/2018	<u>2.50</u>	25.30	63.25
00212	Cranney, Steven	8/15/2018	.50	27.40	13.70
00212	Cranney, Steven	8/27/2018	<u>3.00</u>	27.40	82.20
00146	Grover, Alex	7/5/2018	<u>3.50</u>	30.87	108.03
00146	Grover, Alex	7/6/2018	8.00	30.87	246.96
00146	Grover, Alex	7/9/2018	6.75	30.87	208.37
00146	Grover, Alex	7/10/2018	8.25	30.87	254.68
00146	Grover, Alex	7/11/2018	8.00	30.87	246.96
00146	Grover, Alex	7/12/2018	5.50	30.87	169.79
00146	Grover, Alex	7/13/2018	2.00	30.87	61.74
00146	Grover, Alex	7/23/2018	1.00	30.87	30.87
00146	Grover, Alex	7/24/2018	3.00	30.87	92.61
00146	Grover, Alex	8/5/2018	6.50	30.87	200.66
00146	Grover, Alex	9/6/2018	5.00	30.87	154.35
00146	Grover, Alex	9/7/2018	3.00	30.87	92.61
00146	Grover, Alex	9/11/2018	4.00	30.87	123.48
00146	Grover, Alex	9/12/2018	1.00	30.87	30.87
00146	Grover, Alex	9/13/2018	1.00	30.87	30.87
00146	Grover, Alex	9/17/2018	1.00	30.87	30.87
00146	Grover, Alex	9/18/2018	4.00	30.87	123.48
00146	Grover, Alex	9/19/2018	<u>.50</u>	30.87	15.44
00195	Hafen, Andy	8/15/2018	<u>9.50</u>	34.50	327.75
00195	Hafen, Andy	8/16/2018	8.50	34.50	293.25
00195	Hafen, Andy	8/17/2018	9.00	34.50	310.50
00195	Hafen, Andy	8/20/2018	9.50	34.50	327.75
00195	Hafen, Andy	8/21/2018	10.00	34.50	345.00
00195	Hafen, Andy	8/22/2018	9.50	34.50	327.75
00195	Hafen, Andy	8/23/2018	7.00	34.50	241.50
00195	Hafen, Andy	8/24/2018	2.00	34.50	69.00
00195	Hafen, Andy	9/27/2018	<u>1.00</u>	34.50	34.50
00041	Hulslander, Eric	6/21/2018	1.00	45.12	45.12
00041	Hulslander, Eric	6/27/2018	1.00	45.12	45.12
00041	Hulslander, Eric	7/3/2018	1.00	45.12	45.12
00041	Hulslander, Eric	7/6/2018	2.00	45.12	90.24
00041	Hulslander, Eric	7/13/2018	1.00	45.12	45.12
00041	Hulslander, Eric	7/16/2018	1.00	45.12	45.12
00041	Hulslander, Eric	7/17/2018	.50	45.12	22.56
00041	Hulslander, Eric	7/18/2018	<u>.50</u>	45.12	22.56

Project	215034-000	Emmett - S. Johns Ave; E 12th to E 4th			Invoice	0000032
00041	Hulslander, Eric	7/19/2018	.50	45.12		22.56
00041	Hulslander, Eric	7/23/2018	.50	45.12		22.56
00041	Hulslander, Eric	7/24/2018	2.00	45.12		90.24
00041	Hulslander, Eric	7/30/2018	1.50	45.12		67.68
00041	Hulslander, Eric	7/31/2018	1.00	45.12		45.12
00041	Hulslander, Eric	8/14/2018	.50	45.12		22.56
00041	Hulslander, Eric	8/15/2018	2.00	45.12		90.24
00041	Hulslander, Eric	8/16/2018	1.00	45.12		45.12
00041	Hulslander, Eric	8/21/2018	2.00	45.12		90.24
00041	Hulslander, Eric	8/23/2018	2.00	45.12		90.24
00041	Hulslander, Eric	8/29/2018	8.00	45.12		360.96
00041	Hulslander, Eric	8/30/2018	8.00	45.12		360.96
00041	Hulslander, Eric	9/10/2018	2.00	45.12		90.24
00041	Hulslander, Eric	9/11/2018	4.50	45.12		203.04
00041	Hulslander, Eric	9/12/2018	3.00	45.12		135.36
00041	Hulslander, Eric	9/13/2018	8.50	45.12		383.52
00041	Hulslander, Eric	9/14/2018	8.50	45.12		383.52
00041	Hulslander, Eric	9/17/2018	8.50	45.12		383.52
00041	Hulslander, Eric	9/18/2018	8.00	45.12		360.96
00041	Hulslander, Eric	9/19/2018	8.50	45.12		383.52
00041	Hulslander, Eric	9/20/2018	3.50	45.12		157.92
00041	Hulslander, Eric	9/26/2018	1.00	45.12		45.12
00041	Hulslander, Eric	9/27/2018	4.00	45.12		180.48
00041	Hulslander, Eric	9/28/2018	.50	45.12		22.56
00041	Hulslander, Eric	10/4/2018	1.00	45.12		45.12
00157	Marshall, Joshua	8/22/2018	<u>2.00</u>	20.00		40.00
00158	Neiwert, Adam	6/25/2018	.50	43.70		21.83
00158	Neiwert, Adam	7/17/2018	4.00	43.70		174.80
00158	Neiwert, Adam	7/23/2018	.25	43.70		10.93
00158	Neiwert, Adam	7/24/2018	2.00	43.70		87.40
00158	Neiwert, Adam	7/25/2018	2.50	43.70		109.25
00158	Neiwert, Adam	7/26/2018	3.75	43.70		163.88
00158	Neiwert, Adam	7/27/2018	.50	43.70		21.85
00158	Neiwert, Adam	7/30/2018	.50	43.70		21.85
00158	Neiwert, Adam	8/3/2018	2.75	43.70		120.18
00158	Neiwert, Adam	8/15/2018	1.00	43.70		43.70
00158	Neiwert, Adam	8/21/2018	.75	43.70		32.78
00158	Neiwert, Adam	8/23/2018	.50	43.70		21.85
00158	Neiwert, Adam	9/28/2018	<u>.50</u>	43.70		21.85
00140	Porter, Jeffrey	9/26/2018	4.00	23.40		93.60
00140	Porter, Jeffrey	9/27/2018	<u>5.00</u>	23.40		117.00
00215	Sandberg, Morgan	8/9/2018	6.00	15.00		90.00
00215	Sandberg, Morgan	8/13/2018	7.00	15.00		105.00
00215	Sandberg, Morgan	8/14/2018	7.00	15.00		105.00
00215	Sandberg, Morgan	8/15/2018	7.00	15.00		105.00
00215	Sandberg, Morgan	8/16/2018	7.00	15.00		105.00
00215	Sandberg, Morgan	8/17/2018	7.00	15.00		105.00
00215	Sandberg, Morgan	8/20/2018	4.00	15.00		60.00
00215	Sandberg, Morgan	8/23/2018	8.00	15.00		120.00
00215	Sandberg, Morgan	8/24/2018	4.50	15.00		67.50
00215	Sandberg, Morgan	8/27/2018	4.00	15.00		60.00
00215	Sandberg, Morgan	8/30/2018	3.50	15.00		52.50
00215	Sandberg, Morgan	8/31/2018	3.00	15.00		45.00
00120	Sorenson, Jeffrey	6/21/2018	<u>8.00</u>	27.89		223.07
00120	Sorenson, Jeffrey	6/22/2018	7.00	27.89		195.23
00120	Sorenson, Jeffrey	6/25/2018	5.00	27.89		139.45

Project	215034-000	Emmett - S. Johns Ave; E 12th to E 4th			Invoice	0000032
00120	Sorenson, Jeffrey	6/26/2018	3.00	27.89		83.67
00120	Sorenson, Jeffrey	6/27/2018	2.00	27.89		55.78
00120	Sorenson, Jeffrey	6/28/2018	3.50	27.89		97.62
00120	Sorenson, Jeffrey	7/2/2018	8.25	27.89		230.09
00120	Sorenson, Jeffrey	7/3/2018	8.00	27.89		223.12
00120	Sorenson, Jeffrey	7/6/2018	7.00	27.89		195.23
00120	Sorenson, Jeffrey	7/9/2018	8.25	27.89		230.09
00120	Sorenson, Jeffrey	7/10/2018	8.50	27.89		237.07
00120	Sorenson, Jeffrey	7/11/2018	10.75	27.89		299.82
00120	Sorenson, Jeffrey	7/12/2018	7.50	27.89		209.18
00120	Sorenson, Jeffrey	7/13/2018	4.50	27.89		125.51
00120	Sorenson, Jeffrey	7/16/2018	6.25	27.89		174.31
00120	Sorenson, Jeffrey	7/17/2018	7.00	27.89		195.23
00120	Sorenson, Jeffrey	7/18/2018	5.75	27.89		160.37
00120	Sorenson, Jeffrey	7/19/2018	3.00	27.89		83.67
00120	Sorenson, Jeffrey	7/20/2018	7.50	27.89		209.18
00120	Sorenson, Jeffrey	7/23/2018	7.00	27.89		195.23
00120	Sorenson, Jeffrey	7/25/2018	9.00	27.89		251.01
00120	Sorenson, Jeffrey	7/26/2018	4.50	27.89		125.51
00120	Sorenson, Jeffrey	7/27/2018	6.50	27.89		181.29
00120	Sorenson, Jeffrey	7/29/2018	.50	27.89		13.95
00120	Sorenson, Jeffrey	8/15/2018	4.00	27.89		111.56
00120	Sorenson, Jeffrey	8/17/2018	2.00	27.89		55.78
00120	Sorenson, Jeffrey	8/18/2018	3.00	27.89		83.67
00120	Sorenson, Jeffrey	8/20/2018	8.00	27.89		223.12
00120	Sorenson, Jeffrey	8/21/2018	8.00	27.89		223.12
00120	Sorenson, Jeffrey	8/22/2018	1.00	27.89		27.89
00120	Sorenson, Jeffrey	8/23/2018	3.00	27.89		83.67
00120	Sorenson, Jeffrey	8/24/2018	9.00	27.89		251.01
00120	Sorenson, Jeffrey	8/27/2018	8.00	27.89		223.12
00120	Sorenson, Jeffrey	8/29/2018	5.00	27.89		139.45
00120	Sorenson, Jeffrey	8/30/2018	4.00	27.89		111.56
00120	Sorenson, Jeffrey	9/4/2018	6.50	27.89		181.29
00120	Sorenson, Jeffrey	9/5/2018	3.00	27.89		83.67
00120	Sorenson, Jeffrey	9/6/2018	4.00	27.89		111.56
00120	Sorenson, Jeffrey	9/7/2018	9.00	27.89		251.01
00120	Sorenson, Jeffrey	9/10/2018	8.00	27.89		223.12
00120	Sorenson, Jeffrey	9/11/2018	6.00	27.89		167.34
00120	Sorenson, Jeffrey	9/12/2018	3.00	27.89		83.67
00120	Sorenson, Jeffrey	9/13/2018	3.00	27.89		83.67
00120	Sorenson, Jeffrey	9/14/2018	8.00	27.89		223.12
00120	Sorenson, Jeffrey	9/17/2018	3.75	27.89		104.59
00120	Sorenson, Jeffrey	9/18/2018	4.00	27.89		111.56
00120	Sorenson, Jeffrey	9/19/2018	4.00	27.89		111.56
00120	Sorenson, Jeffrey	9/20/2018	3.00	27.89		83.67
00120	Sorenson, Jeffrey	9/21/2018	7.50	27.89		209.18
00203	Thorne, Marvin	8/6/2018	3.00	50.00		150.00
00203	Thorne, Marvin	8/7/2018	4.50	50.00		225.00
00203	Thorne, Marvin	8/8/2018	7.50	50.00		375.00
00203	Thorne, Marvin	8/9/2018	3.00	50.00		150.00
00203	Thorne, Marvin	8/13/2018	1.00	50.00		50.00
00203	Thorne, Marvin	8/14/2018	8.50	50.00		425.00
00203	Thorne, Marvin	8/15/2018	7.50	50.00		375.00
00203	Thorne, Marvin	8/16/2018	8.00	50.00		400.00
00203	Thorne, Marvin	8/17/2018	8.00	50.00		400.00
00203	Thorne, Marvin	8/20/2018	8.00	50.00		400.00



Project	215034-000	Emmett - S. Johns Ave; E 12th to E 4th			Invoice	0000032
00203	Thorne, Marvin	8/21/2018	8.00	50.00	400.00	
00203	Thorne, Marvin	8/22/2018	8.50	50.00	425.00	
00203	Thorne, Marvin	8/23/2018	6.00	50.00	300.00	
00203	Thorne, Marvin	8/24/2018	2.50	50.00	125.00	
00203	Thorne, Marvin	8/27/2018	7.00	50.00	350.00	
00203	Thorne, Marvin	8/28/2018	8.00	50.00	400.00	
00203	Thorne, Marvin	8/29/2018	8.50	50.00	425.00	
00203	Thorne, Marvin	8/30/2018	4.50	50.00	225.00	
00203	Thorne, Marvin	9/24/2018	6.00	50.00	300.00	
00203	Thorne, Marvin	9/25/2018	8.00	50.00	400.00	
00203	Thorne, Marvin	9/26/2018	3.00	50.00	150.00	
00017	Walker, Justin	6/27/2018	.25	47.60	11.90	
00017	Walker, Justin	7/26/2018	1.00	47.60	47.60	
00017	Walker, Justin	8/15/2018	1.50	47.60	71.40	
00017	Walker, Justin	8/21/2018	1.50	47.60	71.40	
00017	Walker, Justin	8/22/2018	1.00	47.60	47.60	
00017	Walker, Justin	8/24/2018	.75	47.60	35.70	
00017	Walker, Justin	8/27/2018	1.00	47.60	47.60	
00017	Walker, Justin	8/28/2018	1.00	47.60	47.60	
00017	Walker, Justin	8/31/2018	1.00	47.60	47.60	
00017	Walker, Justin	9/4/2018	1.00	47.60	47.60	
00017	Walker, Justin	9/17/2018	.50	47.60	23.80	
00017	Walker, Justin	10/1/2018	.50	47.60	23.80	
00017	Walker, Justin	10/15/2018	.50	47.60	23.80	
	Totals		811.50		27,490.68	
	<b>Total Labor</b>					<b>27,490.68</b>
				<b>Total this Task</b>		<b>\$27,490.68 ✓</b>

-----  
Task 008 PS&E

**Professional Personnel**

			Hours	Rate	Amount
00005	Carroll, Dawn	12/19/2018	1.00	25.30	25.30
00041	Hulslander, Eric	10/24/2018	.50	45.12	22.56
00203	Thorne, Marvin	8/31/2018	4.00	50.00	200.00
	Totals		5.50		247.86
	<b>Total Labor</b>				<b>247.86</b>
				<b>Total this Task</b>	<b>\$247.86 ✓</b>

-----  
Task 009 Environmental Services

**Professional Personnel**

			Hours	Rate	Amount
00217	Styrlund, Kelsie	7/2/2018	1.00	27.40	27.40
00217	Styrlund, Kelsie	7/3/2018	1.00	27.40	27.40
	Totals		2.00		54.80
	<b>Total Labor</b>				<b>54.80</b>
				<b>Total this Task</b>	<b>\$54.80 ✓</b>

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Task 011 Public Involvement

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Project	215034-000	Emmett - S. Johns Ave; E 12th to E 4th	Invoice	0000032
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**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
00005	Carroll, Dawn	11/8/2018	2.00	25.30	50.60	
00005	Carroll, Dawn	11/16/2018	.50	25.30	12.65	
00005	Carroll, Dawn	11/21/2018	2.00	25.30	50.60	
00005	Carroll, Dawn	11/30/2018	<u>2.50</u>	25.30	63.25	
	Totals		7.00		177.10	
	Total Labor					177.10

<b>Total this Task</b>	<b>\$177.10 ✓</b>
<b>Total this Project</b>	<b>\$29,752.91 ✓</b>
<b>Total this Report</b>	<b>\$29,752.91 ✓</b>

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**CITY OF EMMETT**  
501 EAST MAIN STREET  
EMMETT, IDAHO 83617

KEY BANK  
1024 S WASHINGTON AVE  
EMMETT, ID 83617  
92-155/1241

29037

DATE  
10/13/17

**GENERAL CHECK**

PAY THIS AMOUNT  
\$28,997.34

**PAY** Twenty-Eight Thousand Nine Hundred Ninety-Seven Dollars  
and Thirty-Four Cents

**WILL** KELLER ASSOCIATES  
**PAY** 131 SW 5TH AVE SUITE A  
**TO** MERIDIAN, ID 83642

*[Handwritten Signature]*

⑈029037⑈ ⑆24606555⑆ 29683006553⑈

Payment of Invoice #22  
showing S20 overpayment

Get there!



**KELLER**  
associates

131 SW 5<sup>th</sup> Avenue, Suite A • Meridian, ID 83642  
208.288.1992 phone • 208.288.1999 fax • www.kellerassociates.com

Invoice #22 to show discrepancy.

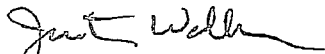
Mr. Wayne Herbel  
LHTAC  
3330 Grace St.  
Boise, ID 837403

**Statement No. 22**  
July 20, 2017  
Keller Project No. 215034-000

STC-7169 S Johns Ave, E 12th to E 4th St., Emmett  
Project No. A013(493) - Key No. 13493  
Agreement No. 9131

Original Contract Cost Plus Fixed Fee:	\$337,000.00
Supplemental No. 1	\$15,040.00
Supplemental No. 2	\$55,850.00
	<u>\$407,890.00</u>
PSA No. 1 (Approved)	\$100,000.00
PSA No. 2 (Approved)	\$100,000.00
PSA No. 3 (Approved)	\$100,000.00
PSA Supplemental No. 1 - S-1 (Approved)	\$15,040.00
PSA Supplemental No. 2 - S-1 (Approved)	\$55,850.00
TOTAL PSA'S	<u>\$370,890.00</u>
Previous Billings:	\$323,489.43
Current Billings:	\$28,977.34
Total Billed To Date:	\$352,466.77
Amount Remaining In Approved PSA:	\$18,423.23
Total Previous Billings:	\$323,489.43
Total Billings Paid to Date:	\$300,010.20
Total of Previous Unpaid Billings:	<u>\$23,479.23</u>
	<b>Current Billing: <u>\$28,977.34</u></b>

Submitted By:  
KELLER ASSOCIATES, INC.

  
Justin Walker, P.E.

Engineering Solutions, Satisfied Clients

Clarkston • Idaho Falls • Meridian • Pocatello • Rock Springs • Roseville • Salem





**EMMETT PUBLIC WORKS DEPARTMENT**  
601 East 3<sup>rd</sup> Street - Emmett, Idaho 83617  
**Clint Seamons, Public Works Director**

Monday, August 17, 2020

Mayor, City Council:

I am requesting from City Council a **MOTION to approve SUNROC contract proposal for Emmett 1<sup>st</sup> St Mill and Fill in the amount of \$44,032.75.**

Attached is the contract proposal for your review.

Thank you,

Clint Seamons  
Public Works Director



# SUNROC CORPORATION

## CONSTRUCTION DIVISION

4051 SOUTH BANNER STREET, BOISE, IDAHO 83709-5511 (208) 362-4244

### CONTRACT PROPOSAL

Customer: City of Emmett Address: 601 E. 3rd St. Emmett, ID 83617	Contact: Clint Seamons Phone: (208)365-9569 Fax: () -
Project: Emmett-1st St Mill n Fill Project Location:	Addendum: Date:

SUNROC CORPORATION MAY WITHDRAW THIS PROPOSAL IF WRITTEN ACCEPTANCE IS NOT RECEIVED FROM THE BUYER WITHIN 15 DAYS OF THE PROPOSAL DATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.000	LS	\$2,500.00	\$2,500.00
20	Mill and Pave	3,253.000	SY	\$ 12.75	\$41,475.75
50	Soft Spot Repair	1.000	CY	\$ 47.00	\$ 47.00
60	Asphalt Perforation Repair	1.000	SF	\$ 10.00	\$ 10.00
<b>Grand Total:</b>					<b>\$44,032.75</b>

#### EXCLUSIONS:

- Traffic Control is not included
- Survey is not included
- No SWPPP or BMP's are included
- Concrete Collars are not included
- No Weather Protection is included
- Landscaping, Landscape Repair, and import and/or placement of topsoil is not included
- Survey Monument Removal/Reset is not included
- Third Party Material testing is not included
- Sweeping is not included
- Pavement Markings are not included
- No Permits are included
- No Davis Bacon/BOLI Wages are included

#### MISC. NOTES:

- Items to be paid based on actual measurements in the field.

#### NOTES :

ALL MATERIAL AND WORK IS GUARANTEED TO BE AS SPECIFIED. PLANS AND SPECIFICATIONS ARE A PART OF THIS PROPOSAL. ALL AGREEMENTS AND WARRANTIES EXPRESSED OR IMPLIED ARE ONLY AS ATTACHED IN WRITTEN FORM. ANY ALTERATIONS OR DEVIATIONS FROM PROJECT SPECIFICATIONS INVOLVING EXTRA COSTS, OR ANY ADDITIONAL QUANTITIES, WILL BECOME AN ADDITIONAL CHARGE OVER AND ABOVE ATTACHED SPECIFICATIONS.

THIS CONTRACT COVERS ONLY THE WORK NOTED ABOVE. IT DOES NOT INCLUDE UNFORESEEN PROBLEMS OR OTHER WORK ITEMS. SUNROC CORP. IS NOT RESPONSIBLE FOR DAMAGE, COSTS, OR IMPACT CAUSED BY OR TO ANY HIDDEN OR UNKNOWN ITEMS. ALTERATIONS, CHANGES, ADDITIONAL WORK, UNFORESEEN IMPACTS, OR DEVIATIONS FROM THESE CONTRACT SPECIFICATIONS WILL BECOME AN ADDITIONAL CHARGE, DUE AND PAYABLE.

ANY REQUIRED SUB-GRADE REPAIRS, WHICH ARE DISCOVERED WILL BE CHARGED AT TIME AND MATERIALS. SUNROC CORP. IS NOT RESPONSIBLE FOR EXISTING BASE OR DESIGN PROBLEMS.

SUNROC CORP. CANNOT BE RESPONSIBLE FOR DRAINAGE OR WATER PONDING ON SLOPES OF LESS THAN 1.0% OR WHERE GRADE IS DICTATED BY SURROUNDING AREA. PATCHING CAN PLUG WATER DRAINAGE AND CAN THUS CREATE PONDING.

APPROVAL OF CREDIT, NOTWITHSTANDING PURCHASER'S ACCEPTANCE OF THIS PROPOSAL, SUNROCS OBLIGATION TO PERFORM IS CONDITIONAL UPON APPROVAL OF THE FINANCIAL RESPONSIBILITY OF THE PURCHASER. PURCHASER WILL FURNISH PROMPTLY, AT SUNROC'S REQUEST, INFORMATION NECESSARY TO DETERMINE PURCHASERS FINICAL RESPONSIBILITY AND CREDIT. IF DISAPPROVED PURCHASER WILL BE NOTIFIED, AND UNLESS A SATISFACTORY ARRANGEMENT FOR PAYMENT IS MADE, THIS AGREEMENT WILL BECOME NULL AND VOID, WITHOUT LIABILITY TO EITHER PARTY.

ALL AGREEMENTS AND/OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE ONLY IN WRITTEN FORM. THIS IS A FULLY INTEGRATED CONTRACT.

THIS AGREEMENT IS BINDING UPON HEIRS, ASSIGNORS, AND SUCCESSORS IN INTEREST.

AS A PROPOSAL, THE PRICES QUOTED ARE GOOD FOR FIFTEEN (15) DAYS FROM THE DATE NOTED AT THE TOP OF THE PROPOSAL.

FULL PAYMENT IS DUE AND PAYABLE ON COMPLETION OF WORK. PROGRESS PAYMENTS WILL BE MADE IF COMPLETED IN STAGES. INTEREST WILL BE CHARGED AT 1.5% PER MONTH OR 18% A.P.R. FOR DELAYED PAYMENTS. ALL EXPENSES SUNROC CORP. INCURS IN THE COLLECTION OF MONEY DUE WILL BE REIMBURSED TO SUNROC CORP. INCLUDING ATTORNEY AND CONSULTANT FEES.

RETENTION NOT TO EXCEED THAT WITHHELD BY OWNER. FULL PAYMENT UPON COMPLETION OF ABOVE WORK.

PRICE IS BASED ON NOTHING PREVENTING SUNROC CORP. FROM FULL PRODUCTION. NO STANDBY IS INCLUDED IN PRICE.

ACCESS FOR PAVER AND DUMP TRUCKS MUST BE PROVIDED - SUNROC CORP. CAN NOT BE RESPONSIBLE FOR DAMAGE TO EXISTING ASPHALT OR CONCRETE SURFACES DUE TO NEW ASPHALT PAVEMENT CONSTRUCTION.

DUE TO THE INSTABILITY OF THE PETROLEUM INDUSTRY WITH THE ASSOCIATED PRICE INCREASES, SUNROC CORP. RESERVES THE RIGHT TO ADJUST THE PRICING FOR THE ASPHALT PRODUCTS QUOTED ABOVE AS WE RECEIVE THESE INCREASES. IN THE EVEN THAT ASPHALT BECOMES UNAVAILABLE, SUNROC CORP. WILL BE HELD HARMLESS.

### ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. Purchaser represents to be the record owner or authorized agent of the record owner of the real property that shall be improved pursuant to this Agreement (the "Property") with authority to enter into contractual agreements and to grant SUNROC authority to perform the work identified herein. The Purchaser agrees that all materials in this Agreement will be used in the construction, alteration, or improvement of the Property. Purchaser shall not use this document to acquire financing.
2. This Contract Proposal/Agreement shall only be modified by written change order signed by SUNROC and Purchaser. Oral requests for change shall not be binding on SUNROC unless reduced to writing by change order.
3. Purchaser shall assume full responsibility for the accuracy of all lines, levels, quantities, locations and measurements and their relation to the work to be performed by SUNROC. No representation or warranty, express or implied, is made as to the quantities, sizes, grades, specifications, or other matters relating to the needs of the project. In all cases where dimensions are governed by conditions, already established or otherwise, the responsibility for coordination of such conditions as it relates to SUNROC's work shall rest entirely on the Purchaser. It is the Purchaser's sole responsibility to compare the items on this Contract Proposal/Agreement with plans and specifications for accuracy and completeness. Any variations or modifications from specified lines, grades or dimensions required shall be the responsibility of the Purchaser and subject to a change order should additional work be required of SUNROC.
4. In the event the record owner of the Property sells, mortgages, or otherwise transfers or encumbers the Property, the total amount herein provided shall become immediately due and payable as to any and all amounts then unpaid.
5. Purchaser agrees that all alleged defects in work, material or labor shall be made in writing to SUNROC within ten (10) calendar days of the date of the billing invoice for the work performed. If said writing has not been made within the time period specified herein, Purchaser waives any right to claim defects and/or offsets for these alleged defects. In the event of defective work, SUNROC's sole and exclusive liability shall be to repair or replace defective work at its discretion. In no event shall SUNROC be liable for special, incidental, or consequential damages, including, but not limited to, loss of good will, loss of profits, or loss of use.
6. In the event that material costs on which this Contract Proposal/Agreement is based rise in excess of fifteen percent (15%) during the course of work, Purchaser agrees that these increased costs, in their entirety, shall be billed to Purchaser as an automatic adjustment to the Contract Proposal/Agreement.
7. To the extent that the contracted price is based on a specified unit or square foot price, Purchaser agrees that the number of units or square feet indicated is an approximation, and that SUNROC shall be paid in full for the actual units or square feet completed as determined by field measurement by SUNROC.
8. SUNROC shall not be liable for failure of performance or failure of delay in delivery by reason of any event beyond the control of SUNROC, including, but not limited to, strikes; labor disputes; fire; flood; weather; embargo; war or other hostilities; government authority or regulation; acts of God; shortage of material or fuel; as a result of actions of Purchaser, record owner, or any other person; or as a result of the extension of time granted by Purchaser. Upon the occurrence of such delay, SUNROC shall receive an equitable extension of time for completion of the Agreement. SUNROC shall not be entitled to any damages or compensation as a result of said delay except to the extent that said delay was caused by the Purchaser, record owner, or persons employed by the Purchaser or record owner.
9. SUNROC assumes no risk of non-disclosed or unforeseen conditions of the Property, including, but not limited to, hazardous substances (as defined by applicable law). In the event that hazardous substances are present on the Property (other than hazardous substances introduced by SUNROC), Purchaser agrees to indemnify SUNROC and its officers, directors, employees, agents, representatives, and subcontractors from and against any and all losses, claims, damages, fines, penalties, liabilities, injuries, costs and expenses (including all attorney fees and costs incurred in any civil, criminal, or administrative proceeding) arising from such hazardous substances, including, but not limited to, the presence or use, generation, storage, treatment, containment, release, threatened release, disposal of, exposure, or threatened exposure.
10. Unless otherwise noted, all federal, state, and other taxes of any nature related to this Agreement shall be borne by Purchaser.
11. SUNROC warrants that all materials covered by this Agreement shall conform to industry standards. No implied warranties of fitness or merchantability are given and are expressly disclaimed by SUNROC.
12. The parties agree that the prevailing party in any lawsuit arising from or as a result of this Agreement, whether the action is based on the Agreement's terms and provisions or on any other theory of liability, shall be entitled to an award of attorney fees and costs incurred in said action.
13. This Contract Proposal/Agreement is the total agreement and supersedes all negotiations, representations, prior discussions, and preliminary agreements between the Parties hereto, whether oral or written. This Agreement shall be construed and interpreted as if drafted equally by all Parties hereto.
14. This Agreement shall be governed by the laws of the Local State where the project resides, without regard to its choice of law provisions.
15. Sunroc Public Work License is PWC-C-17452-U-1-4
16. This proposal is based on plans dated by



<b>ACCEPTED:</b> The above prices and specifications are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	<b>CONFIRMED:</b> <b>SUNROC CORPORATION</b> Authorized Signature: _____ Estimator: _____ Estimate #: 20ID295
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# SYSTEMS ADMINISTRATION

## CITY OF EMMETT

501 E. MAIN ST.— EMMETT, ID 83617

PHONE (208) 398-2100

WWW.CITYOFEMMETT.ORG

*"Driven by innovation"*

August 19, 2020

### AGREEMENT FOR SALE OF CONDUIT

Mayor and Council,

Attached is an agreement for the sale of one of our fiber optic conduits as shown in Exhibit A of the agreement. There are several items of compensation in this agreement, one of which is a \$5/foot payment for the conduit totaling \$58,610. The funds from that sale would go into the fiber optic utility fund. The agreement has also been reviewed by Counselor Sweeten.

If you have any questions regarding the agreement please let me know.

**Motion:** *Approve the agreement for sale of conduit between the City of Emmett and LXI-CLEC, LLC and direct the proceeds from the sale to the fiber optic utility fund.*

*MISSION: Provide effective technology support, services, design, and implementation for the City of Emmett; while enhancing productivity, safeguarding information, and economically planning and preparing for the future.*

AGREEMENT FOR SALE OF CONDUIT

BETWEEN

City of Emmett  
("Emmett")

AND

LXI-CLEC, LLC  
("BUYER")

DATE: August 25, 2020

## TABLE OF CONTENTS

### SCHEDULE OF EXHIBITS

- EXHIBIT A Fiber Map
- EXHIBIT B Construction Specifications
- EXHIBIT C Bill of Sale

### AGREEMENT FOR SALE OF CONDUIT

THIS AGREEMENT FOR SALE OF CONDUIT ("Agreement"), is made and entered into as of the 25th day of August 2020 (the "Effective Date"), by and between City of Emmett ("Emmett") and LXI,CLEC,LLC. ("Buyer").

#### RECITALS:

- A. Emmett has installed multiple conduit systems approximately five (5) miles in length, which is located on public right of way (the "Emmett System Route") and
- B. Buyer desires to purchase from Emmett and Emmett desires to sell to Buyer one (1) conduit and associated improvements within the multiple conduit systems constructed by Emmett in the Emmett System Route.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1: Construction and Sale of Conduit. As of the Effective Date of this Agreement, Emmett agrees to convey to Buyer, and Buyer agrees to purchase from Emmett, one (1) one and one-quarter-inch (1-1/4") diameter SDR 11 high density polyethylene (HDPE) conduit (the "Buyer Conduit"), constructed by Emmett, and handholes, manholes and other ancillary improvements to be constructed by Emmett (the "Ancillary Facilities"), as described in those certain specifications attached hereto as Exhibit B and incorporated herein by this reference (the "Specifications").

On execution of this Agreement by both parties, Emmett shall convey good and clear title to the Buyer Conduit, free and clear of all liens and encumbrances, to Buyer. Transfer of title shall be evidenced by a bill of sale substantially in the form attached hereto as Exhibit C.

## 2. Services.

2.1 The term "Services", as used in this Agreement, shall mean any physical activity or contact with the rights of way or conduit in the Emmett System Route involved in the preparation of installation of fiber cable by Buyer, or by Emmett at the request of Buyer, including, but not limited to, the placing of handholes or manholes, the pulling of fiber cable, the testing of fibers, the construction of Ancillary Facilities, and the rodding and roping of conduit.

2.2 Emmett has existing vaults that the buyer may use, any additional vaults required will be the buyer's responsibility.

2.3 Each party shall be responsible for the proper design and maintenance of its cable and other equipment which occupies shared right of way systems or other facilities, and shall perform work in shared conduit systems and other facilities in a safe and workmanlike manner. Each party shall permanently identify, by tags or other suitable means, all of its cables and other equipment which are placed in shared conduit systems or other facilities.

3. Right-of-Way. Contemporaneously with the execution of this Agreement, Emmett shall arrange for the grant to Buyer, a right of way permit or appropriate agreement for Buyer to access, operate and maintain the Buyer Conduit and Ancillary Facilities in the portion of the Emmett System Route acquired by Emmett. With respect to those portions of the Emmett System Route located within public right of way, Buyer shall be responsible for acquiring any permits or other rights required for its use of the Buyer Conduit and Ancillary Facilities.

## 4. Payment.

4.1 Purchase Price. The Purchase Price shall be paid by Buyer to Emmett as follows:

- (a) \$5 per foot for one 1.25" HDPE conduit; and
- (b) 1 gigabit symmetrical commodity internet with no data cap; and
- (c) A 1g/10g network port at each school location, that would extend the Emmett City network; and
- (d) From the fiber vault that feeds the bus garage at 1380 N. Washington Ave.; buyer will provide 2 strands of dark fiber back to 1910 East 12<sup>th</sup> Street for Emmett's use.

Emmett will provide to Buyer the following:

- (a) 4 units of rack space, power, and HVAC at 1910 East 12<sup>th</sup> Street for Buyer's use.

## 5. Warranty.

5.1 Except for items supplied by Buyer, Emmett warrants that the Buyer Conduit and Ancillary Facilities have been constructed in accordance with industry standards and the construction Specifications, and is in compliance with all construction requirements imposed by applicable laws, statutes, ordinances and regulations, and is free from material defects, deviations, errors and omissions in the construction and workmanship.

5.2 Further, Emmett warrants that it is the true and lawful owner of the Buyer Conduit and the Ancillary Facilities, and that the Buyer Conduit and Ancillary Facilities are free and clear of all liens and encumbrances.

5.3 EXCEPT AS SET FORTH IN THIS SECTION, EMMETT MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDUIT, HAND HOLES OR OTHER ASSOCIATED MATERIALS FOR THE BUYER CONDUIT, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. IN ADDITION, EMMETT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY TYPE CONCERNING THE INTEGRITY OR PERFORMANCE OF THE MATERIALS FURNISHED BY BUYER.

5.4 If Buyer discovers any defect in construction within twelve (12) months following the Effective Date, Emmett shall, within fifteen (15) days of receiving written notice of such defect from Buyer, correct any such defect within thirty (30) days thereafter at Emmett's expense or notify Buyer of its dispute as to any defects recited in Buyer's notice. Should Buyer advise Emmett that the defect is or will cause immediate damage to its fiber optic cable, then Emmett shall inspect and repair said defect within forty-eight (48) hours after receiving such notice.

5.5 With respect to items of materials furnished by Emmett, Emmett agrees to transfer and assign to Buyer any warranty it may have received from the manufacturer or supplier, to the extent that such warranty is assignable.

5.6 Emmett's warranty shall extend for, and be limited to, a period of twelve (12) months following the Effective Date. Buyer's sole and exclusive remedy for breach of the warranty shall be repair and replacement, at Emmett's expense, of the portions of the Buyer Conduit and Ancillary Facilities found to be defective and any other portions affected by such repair or replacement. In no event shall either party be liable to the other for any direct, special or consequential damages, including but not limited to lost profits or the cost of providing alternative service.

5.7 Buyer has made the selection of the Conduit, hand holes and other associated materials for the Buyer Conduit based upon its own judgment and expressly disclaims any reliance upon any statements or representations made by Emmett or any persons on Emmett's behalf.

## 6. Legal Requirements.

6.1 Emmett shall be responsible for obtaining and purchasing, on behalf of the parties, all permits, easements and other governmental approvals required for Emmett's construction and installation of the multiple conduit systems, including the preparation of any drawings, studies or reports which are required. Buyer shall be responsible for obtaining any and all permits, licenses and other governmental approvals, which are required for Buyer's use and operation of the Buyer Conduit and Ancillary Facilities.

6.2 In implementing the terms of this Agreement, Emmett and Buyer agree to comply with all applicable local, municipal, state or federal laws, rules, regulations and orders.

## 7. General.

7.1 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional

messenger service) addressed as follows:

To Buyer as follows: LXI-CLEC, LLC

10350 West Emerald ST

Boise, ID 83704

To Emmett as follows:

City of Emmett – C/O Mike Knittel

501 E. Main St.

Emmett, ID 83617

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

7.2 Assignment. Neither party shall assign or otherwise transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign or otherwise transfer without the express written consent of the other party in connection with: (i) any disposition of all or substantially all of the assets of either party; (ii) any merger, consolidation or reorganization of either party; (iii) any assignment, in whole or in part, to any subsidiary, parent company or other affiliate of either party; (iv) any collateral assignment, security interest or pledge of this Agreement to a lender; or (v) any lease, sublease, sub easement, sublicense, indefeasible right of use, or sale or transfer of, conduit, fiber or similar facilities by either party within its telecommunications system to any third-party users of such facilities.

7.3 Complete Agreement. This Agreement and any other written agreement expressly referenced herein represent the entire understanding between Buyer and Emmett with respect to the installation and sale of the Buyer Conduit and Ancillary Facilities covered hereunder and incorporate all prior and contemporaneous understandings, whether written or oral, between the parties. This Agreement supersedes all other prior oral or written agreements concerning the installation and sale of the Buyer Conduit and Ancillary Facilities covered hereunder. This Agreement may not be rescinded, amended, or otherwise modified except by a writing executed by the authorized representatives of both parties.

7.4 No Personal Liability. Each action or claim against any party arising under or relating to this Agreement shall be made only against such party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate veil or otherwise seek to impose any liability

relating to, or arising from, this Agreement against any shareholder, employee, officer, director or agent of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section and shall be entitled to enforce the obligations or provisions of this Section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

City of Emmett

LXI-CLEC,LLC

By:

By:

-----

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Name: Gordon W. Petrie

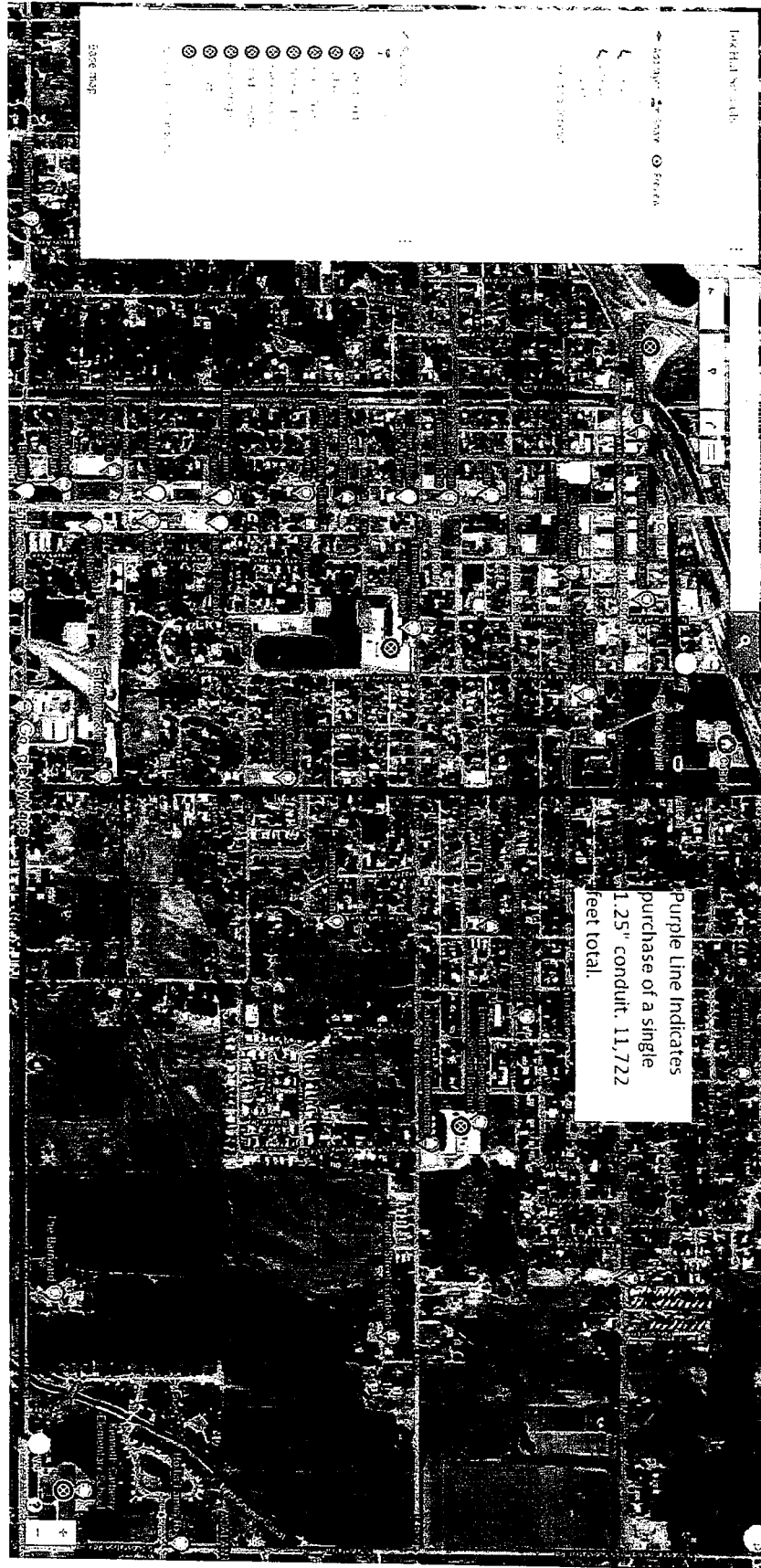
Name: Nate Bondelid

Title: Mayor

Title: President



EXHIBIT A



## EXHIBIT B

### Standard Construction Specifications

#### 1.0 General.

The intent of this document is to outline the specifications for construction of a fiber optic cable system. In all cases, the standards contained in this document or the standards of the federal, state, local or private agency having jurisdiction, whichever is stricter, shall be followed.

#### 2.0 Material.

Steel or PVC conduit shall be minimum schedule 40 wall thickness.

Any exposed steel conduit, brackets or hardware (i.e., bridge attachments) shall be hot-dipped galvanized after fabrication.

Handholes shall have a minimum load rating of H-20 with sufficient soil cover.

Manholes shall have a minimum H-20 loading rating.

#### 3.0 Minimum Depths.

(a) Minimum cover required in the placement of conduit shall be 36 inches, except where field conditions dictate otherwise.

(b) At locations where conduit crosses other subsurface utilities or other structures, the conduit shall be installed to provide adequate vertical clearance and the applicable minimum depth can be maintained; otherwise the conduit will be installed under the existing utility or other structure. If, however, adequate clearance cannot be obtained and the conduit must be placed above, the cable shall be encased in steel pipe and HDPE conduit.

#### 5.0 Conduit Construction.

Conduits may be placed by means of trenching, plowing, jack and bore, push-pull method, or directional bore. Conduits will generally be placed on a level grade parallel to the surface, with only gradual changes in grade elevation.

Steel conduit will be joined with threaded collars or welding.

All directional bores will use HDPE or steel conduit.

All conduits placed on bridges shall have expansion joints placed at each structural (bridge) expansion joint or at least every 300 feet, whichever is the shorter distance. For bridges under 100 feet, with no bridge expansion joint, no conduit expansion joint is required. For bridges greater than 100 feet, at least one conduit expansion joint will be placed, even if there is no bridge expansion joint.

#### 6.0 Cable Markers (Warning Signs).

Cable markers shall be installed at sufficient frequency to mark the location of the cable. Markers shall be positioned so that they can be seen from the location of the cable and generally set facing perpendicular to the cable running line.

#### 7.0 Compliance.

All work will be done in strict accordance with federal, state, local and applicable private rules and laws regarding safety and environmental issues, including those set forth by OSHA and the EPA. In addition, all work and the resulting fiber system will comply with the current requirements of all governing entities (FCC, NEC, DEC, and other national, state, and local codes).

## 8.0 As Built Drawings.

As-built drawings will contain a minimum of the following:

- 1) Information showing the location of running line, relative to permanent landmarks, including but not limited to, railroad mileposts, boundary crossings and utility crossings.
- 2) Splice locations
- 3) Manhole and handhole locations
- 4) Conduit information (type, length, expansion joints, etc.)
- 5) Cable information (manufacturer, type of fiber, type of cable, fiber assignments, and final cable lengths)
- 6) Notation of all deviations from specifications (depth, etc.)
- 7) ROW detail (type, centerline distances, boundaries, waterways, and road crossings, known utilities and obstacles)
- 8) Cable marker locations and stationing
- 9) Regeneration locations. Construction of facilities will be documented on the sitework/facility As-builts and maintained of the file at the facility.

Drawings will be updated with actual field data during and after construction. As-builts will be provided within 90 days after acceptance, in electronic format. Updates to the as-builts will be provided within 90 days of completion of change, like a relocation project.

EXHIBIT C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City of Emmett ("Emmett") does hereby grant, bargain, sell, assign, transfer, convey and set over unto LXI-CLEC, LLC ("Buyer") all right, title and interest in a one and one-quarter inch (1-1/4") SDR 11 HDPE, including appurtenances, on designated Map Exhibit A

Emmett hereby warrants to Buyer that immediately prior to the delivery of this Bill of Sale, Emmett was the owner of the full legal and beneficial title to the Conduit and that Emmett had the good and lawful right to sell the same and that good and marketable title to the Conduit and is free and clear of all liens, claims, encumbrances and right of others. Emmett agrees to warrant and defend such title forever, at its expense, against the claims of third parties (excepting therefrom persons or entities claiming rights based on real property rights), including the manufacturers, vendors, contractors and subcontractors from which Emmett acquired the Conduit or components thereof. The foregoing notwithstanding, Emmett makes no warranty, and makes no covenant to defend title against those manufacturers and vendors of materials supplied by and installed in the Conduit.

IN WITNESS WHEREOF, Emmett has caused this Bill of Sale to be executed and delivered in its name this 25<sup>nd</sup> day of August in Emmett, IDAHO.

City of Emmett

By:

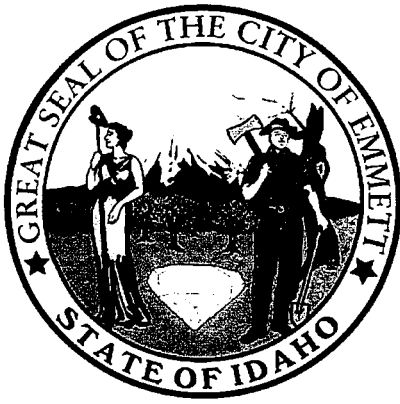
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Name: Gordon W. Petrie

Title: Mayor

Date:

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# SYSTEMS ADMINISTRATION

## CITY OF EMMETT

501 E. MAIN ST.– EMMETT, ID 83617

PHONE (208) 398-2100

WWW.CITYOFEMMETT.ORG

*“Driven by innovation”*

August 4, 2020

Broadband Grant Sole Source

Mayor and Council,

We are still awaiting response regarding grant for our fiber optic project through the Idaho Department of Commerce in response to COVID-19. In preparation and because of a tight time frame we are pre-emptively bringing this request to you. Due to several factors we are seeking approval to sole source the construction and materials for this project. Construction would be sourced to TekFinity. Materials would be sourced to vendors with quickest ability to deliver within the grant budget submitted to Idaho Department of Commerce.

### § 67-2808. EMERGENCY EXPENDITURES - AND SOLE SOURCE EXPENDITURES

#### (1) Emergency expenditures.

- a. The governing board of a political subdivision may declare that an emergency exists and that the public interest and necessity demand the immediate expenditure of public money if:
  - i. There is a great public calamity, such as an extraordinary fire, flood, storm, epidemic, or other disaster;
  - ii. It is necessary to do emergency work to prepare for national or local defense; or
  - iii. It is necessary to do emergency work to safeguard life, health, or property.
- b. Upon making the declaration of emergency, any sum required in the emergency may be expended without compliance with formal bidding procedures.

There are several determining factors warranting the sole source criteria per section (1) subsection (b.).

- Emergency declaration is in affect
- Project deadline for completion is December 15<sup>th</sup>, 2020
- Due to the high interest in the grant, contractors will be spread thin. A delay in securing a contractor has a high probability to inhibit project completion by the required deadline.
- Our vendor has indicated that materials such as conduit and fiber optic cable are in very high demand right now, especially for fiber optic cable. High interest in this grant across the state will put a larger demand on the market for these materials. Placing an order immediately to ensure that the cable arrives in time for project completion deadline will be crucial.

*MISSION: Provide effective technology support, services, design, and implementation for the City of Emmett; while enhancing productivity, safeguarding information, and economically planning and preparing for the future.*

**RESOLUTION # R2020-08**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EMMETT, IDAHO  
AUTHORIZING EMERGENCY EXPENDITURES UNDER TITLE 67 OF THE  
IDAHO CODE**

WHEREAS, on March 24, 2020, the Emmett City Council approved Resolution R2020-04: A RESOLUTION FINDING THAT AN EMERGENCY EXISTS, PURSUANT TO TITLE 67, SECTION 2808, IDAHO CODE; RATIFYING THE MAYOR'S OFFICIAL DECLARATION OF A LOCAL DISASTER EMERGENCY AND EXTENDING THE DECLARATION BEYOND SEVEN (7) DAYS, IN ACCORDANCE WITH TITLE 46, SECTION 1011, IDAHO CODE; AND ESTABLISHING AN EFFECTIVE DATE; and

WHEREAS, on March 24, 2020, the Emmett City Council passed Ordinance O2020-04: AN ORDINANCE ENACTING A NEW CHAPTER 12 TO TITLE 1, EMMETT CITY CODE, ENTITLED EMERGENCY POWERS; SETTING FORTH THE AUTHORITY, PURPOSE AND INTENT; DEFINITIONS; PUBLIC HEALTH EMERGENCY ORDERS; PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS; SUSPENSION OF SERVICES; PENALTY; ADOPTING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE; and

WHEREAS, the Emmett City Council finds that the emergency continues to exist in that the public interest and necessity demand immediate expenditure of public money in that it is necessary to do emergency work to safeguard life, health, or property without compliance with formal bidding requirements; and,

WHEREAS, such emergency work is limited to Emmett Critical Infrastructure and Public Safety Fiber Optics Project ("Project"), which has a completion deadline of December 15, 2020 and resources for contractors and materials are in high demand and low supply.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Emmett, Idaho, as follows:

FIRST, pursuant to Title 67, Chapter 28 of the Idaho Code, the Emmett City Council declares that an emergency continues to exist in that the public interest and necessity demands immediate expenditure of public money to do emergency work to safeguard life, health, or property without compliance with formal bidding requirements.

SECOND, for the purpose of **the above described Project only**, the Emmett City Council modifies the City of Emmett Purchasing Policy upon the passage of this Resolution thru December 15, 2020 to allow the Systems Administrator, Mike Knittel, to enter into agreements with vendors for expenditures up to but not exceeding \$577,850 without the requirement of City Council approval under one of the following conditions: (1) the Systems Administration Department has the funds necessary in its current appropriated budget to cover such costs, or (2) funds are available to the City under its

portion of the Department of Commerce Broadband Grant, or (3) in combination of the two funding sources.

Passed \_\_\_\_\_, 2020 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



**OPEN-END LEASE SCHEDULE**

The following vehicle is hereby added to the Master Lease Agreement dated TBD, between The Bancorp Bank (Lessor) and City of Emmett (Lessee).

Date TBD Customer # 21052  
 Unit # TBD

Year, Make & Model	VIN
2020 Chevrolet 2500 HD Crew 4x4	1GC4YLE70LF149835

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Red	Gray	Emergency response equipment	ID	20,000

<b>Term &amp; Frequency</b>	<u>2 Annual</u> <input checked="" type="checkbox"/>	<b>Security Deposit</b>	<u>\$0.00</u>
<b>Base Payment</b>	<u>\$23,750.00</u>	<b>Down Payment</b>	<u>\$0.00</u>
<b>Sales / Use Tax</b>	<u>\$0.00</u>	<b>Termination Value</b>	<u>\$1.00</u>
<b>Total Monthly Payment</b>	<u>Annual \$23,750.00</u>	<b>Estimated Initial Tax &amp; Tags</b>	<u>Exempt</u>
<b>Interim Rent</b>	<u>\$0.00</u>		

**Additional Terms and Conditions:**

Customer to be invoiced for both payments after delivery totalling \$47,500.00.

<b>LESSEE</b> <b>**SAMPLE ONLY**</b> No Signatures Required  Signature _____ Title _____ Signature _____ Title _____ Signature _____ Title _____	Signature _____ Title _____ Signature _____ Title _____
	<b>LESSOR</b> <b>The Bancorp Bank</b> Signature _____ Title _____





**MASTER LEASE AGREEMENT  
MUNICIPAL**

The Bancorp Bank ("Lessor") with offices at 917 West 600 North Suite 103, Logan UT 84321 and the undersigned

City of Emmett

("Lessee")

with offices at 501 East Main, Emmett ID 83617 hereby agree as follows:

- 1. Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. Lessor will deliver to Lessee a Schedule reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
- 2. Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
- 3. Payments.** The monthly payment shall be due on the tenth day of the month following delivery of the vehicle(s). Subsequent lease payments will be due on the (10<sup>th</sup>) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
- 4. Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
- 5. Left blank intentionally.**
- 6. Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peaceably surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
- 7. Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
- 8. Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.

9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder, and if Lessee receives notice of an assignment, Lessee will pay any assigned amounts as directed in the notice. **ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.**
10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the amortized depreciated value of the original value of the vehicle set forth in the Schedule and (c) sum of two (2) rent payments. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain physical damage insurance on the Vehicles. Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee can self-insure for physical damage coverage and liability up to the state limit. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. **The parties waive any right to a jury trial in any related action. Any waiver must be in writing.**

18. **Bank-Qualified Tax Designation.**  **Initial box if this paragraph applies.** Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than \$10,000,000 of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: \_\_\_\_\_

<p><b>LESSEE</b></p> <p><b>ADDRESS</b></p> <p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p>	<p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p> <hr/> <p><b>LESSOR</b> The Bancorp Bank</p> <p>Signature _____</p> <p>Title _____</p>
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**City's Strategic Pillars**  
**8/25/2020**

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

**Building/Zoning Department Goal**

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

***Accomplishments since last report***

1. Start reviewing lot sizes for R-2, duplex zone. Would like to reduce the minimum lot size from 8000 down to? Had first and second meeting on this, zoning commission is on board to reduce lot size down to 6000 sq. ft. for a R-2 zone. Will bring back a formal amendment.
2. Start on proposal to adjust/reduce boundaries of the Historic Central Business District for design review.
3. Re-writing Area of Impact Agreement between City of Emmett and Gem County. **Making revision #2**
4. Permits, July 2020: New house = 5. Commercial =, Duplex =, Apartment = - Hangars = 0, Manufactured Home =, Fees Collected: \$ 8424.62
5. Working on Ordinance for Sewer and Water Connections, work performed by City, work performed by person wishing to connect. Draft ord. revisions submitted to Public Works for review, need input from Sewer department on technical terms.

***Plan for next 30 days***

6. Daily operations, plan reviews, contractor talks, developer talks, etc.
7. Updates to Title 7, water and sewer, city code.
8. Moving forward on updated master pathway plan. Anna is working on final revisions.
9. Phase #6 of Harvest Valley construction will be starting.
10. Work with Code Enforcement to update the "Living or Not Living" in and RV ordinance
11. Reviewing 6 new house plans.
12. Zoning Applications:
  - PBA- 2010 S. Johns Ave. Approved Administratively
  - SUP- 103 S. Commercial, Public Hearing October 5, 2020.
  - Vacation Application-Zoning Commission recommends approval
  - Preliminary Plat- Legacy Heights- Tentatively scheduled for 8-3-2020. Zoning Commission recommends approval and will be to Council August 25, 2020 for a public meeting.
  - Annexation 5 acres at 1877 E. 12<sup>th</sup>. Zoning Commission recommends approval and moving forward to Council Sept. 8, 2020
  - Zoning Ordinance amendment 9-6-3. Zoning Commission recommends approval and moving forward to Council Sept. 8, 2020
  - Special use permit, residential living in a commercial zone. Approved, working on Decision and Order

***Training***

- ***(see attached)***

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

**City's Strategic Pillars**  
**08/20/20**

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
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- With adequate infrastructure for growth

**Clerk's Goals this Budget Year**

- Building Department Permitting Module Implementation
- Increase ACH (Direct Pay) 10%
- Accept Credit/Debit Card Payments on ALL Fees
- Deputy Clerk Certifications in PRIMA, AIC, & HR

**Expenditures requiring authorization / purpose of expenditure - none**  
**Training – none**

**Accomplishments since last report**

- ACH (Direct Pay) customers 448 in August
- Idaho Bond Bank Board approved the refinance of our bonds. Bank will be presenting offer to City Council on August 11 with final acceptance in September.
- Budget for 2020-2021 approved August 11, 2020
- IIIA Insurance increasing premium cost by 1% effective October 1, 2020, additional products added to plan including a \$20,000 life insurance policy. All full-time employees now have \$70,000 in life insurance III-A Plan, \$20,000 and the Colonial Plan for \$50,000
- Insurance Agent met with all employees on life insurance options for new fiscal year. All employees, with the exception of part time employees, will have \$50,000 coverage and fireman will have an additional \$50,000 coverage through VFIS
- 90% Completion of trash receptacle carts Phase 3, estimated completion end of August

**Plan for next 30 days**

- Office restrictions: Clerk office doors will remain locked, serving citizens at the slide window located off the main lobby
- Arrange council chambers to comply with social distancing requirements. Continue with "Join Me" conference options and Live Stream for all Council Meetings
- Promote ACH (Direct Pay) and increase client participation by 10%
- Records Retention/Destruction Plan
- Cross Train Deputy Clerk on Accounting and Financial Statements
- Cross Train Deputy Clerk on Quarterly Payroll reporting and Quarterly Financial Reports
- Update Minutes books and scan to archives file
- Update Ordinance and Resolution Logs
- Set up utility billing to include \$2.31 for new garbage receptacle estimated start date September
- Review current fiscal year budget with department directors for FYE adjustments
- Post Legal notice for current budget amendments

### ***City's Strategic Pillars***

- Economically Vibrant and...
- Health-conscious city
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### ***Emmett Fire Department Goals this Budget Year (with percentage of completion to date)***

- Work to provide a training area to include a burn building where class A materials can be burnt (0% of completion)
- Provide all equipment necessary to allow for daily mission execution while meeting operational goals. (50% of completion)
- Provide constant, realistic and rigorous training to meet National Professional Development Model. (20% of completion)
- Implement a community based risk program that educates so that in each iteration high standards will be enforced, thus making our community safer. (12% of completion)
- Provide a positive work environment thus keeping well-trained and motivated firefighters for at least five year tours. (50% of completion)

### ***Expenditures requiring authorization from higher and purpose of expenditure***

•

### ***No less than Top Ten Accomplishments since last***

- Delivered food for Senior Center
- Re waxed E32 and re Waxed E32,
- Shined all the doors to the fire station
- Valor Health Surge CF
- Tahja Jensen Call
- SWDH conference Call
- Tactical CF for with EM's SW
- Discussed boarding up residences after a fire with local company
- Discussed CIP and Impact Fees with Galena Consulting
- Participated in the a Car Show with the E32
- Station Tour with small group of kids
- Researched paint and metal restoration and began to detail E32 and the station doors
- Helping the Rec. District with fall soccer
- Participated in a kid event at the City Park
- Chaired a Call with Local EOC operations
- Participated in a SWDH tactical meeting
- Helped Library with CARES
- Received CA deployment money \$33000
- Assisted a home owner with their Smoke/CO detector
- Prepared a few hundred meal for seniors
- Contacted both telephone book providers and updated City information
- Set-up and executed a CC with SWDH, GCEM, Emmett, and Gem County Rec. to discuss the fall soccer program
- Tactical Meeting SWDH
- Many Life Coaching Events LCEs
- Provided a tour and a drive for a 5 year old boy & Chief Kunka best day of their lives
- Ran Engines through the pedestrian safety corridor 2 times with two crews
- Participated and took notes for the Gem Community Health Coalition
- Helped local resident with a Smoke detector issue
- Ordered more thermometers for the City and running down some from IOEM and SWDH
- Received more Car seats for free
- Received CARES act moneys
- Set-up meeting with EOC, Valor Health, and LTHC
- Provided Non Tough Thermometers for departments that need them



## ***City's Strategic Pillars 7-28-2020***

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

### ***Library Goals this Budget Year (with percentage of completion to date)***

- Embrace a new awareness campaign, by collaborating with other community entities that support the library's mission of 2019-2020, partnerships developed and library usage will increase.
- Library will implement new software for improved patron financial recovery; expand delivery of learning opportunities through in-house & outreach programs. Pending 2019-2020 Budget Funding. 10%
- Library will develop Adult/Senior services supporting the goal of, "A Place For Seniors To Age & Stay" 50%
- Develop grant/gift programs as well as in-kind contributions, providing no less than \$50,000 a year towards budget. **To date: Donations=\$23193.57 + Grants=\$6758.00, In-Kind Donations=\$2,950.00**

***-Expenditures requiring authorization from higher and purpose of expenditure-***None at this time

***-Training last 30 days-*** last 30 days – Nothing

### **No less than Top Ten Accomplishments since last report**

- 2020 Rotary Grant for Robotics Club completed & pending (Fall).....
- Summer Intern Grant from ICfL- Awarded \$1,000 (Developing Position for Fall 2020)
- First Books Grant (Headstart partnership for FY20-21), APPROVED !!!
- Idaho Commission for Libraries CARES Grant completed-approved \$1,000
- Idaho Humanities Council- CARES GRANT completed .... Received \$5,000!!!
  - Library Board Meeting July 16<sup>th</sup>
  - Summer Reading started June 1<sup>st</sup> thru July 21<sup>st</sup>- 303 registered, 183,958 minutes read (8weeks)
    - Idaho Learning Partnership Grant due 7/28/2020-Completed
      - LYNX Directors Meeting July 17<sup>th</sup> via ZOOM
    - "THANK YOU KING DEWEY & everyone!" Summer Reading Grand Finale July 24<sup>th</sup>

### **Next 30 Days**

**Plan Outreach to Gem County Senior Center (Pending for Fall)**

**First Wednesday Kid's Corner Aug 5<sup>th</sup> Grab n Go Kits**

**Planning National Library Card Month (September)**

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



2020 Library Stats	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTALS
<b>PATRONS</b>													
Resident	4316	4343	4362	4403	4430	4446	4448	4448	4462	4468			4468
Non-Resident	1953	1966	1982	1995	2004	2008	2017	2017	2022	2031			2031
Adult-Circulation	2414	2180	2337	2787	2826	2071	134	1070	3908	5576			22963
Teen-Circulation	275	290	393	301	297	214	19	120	558	657			3124
Juvenile-Circulation	2685	2566	2938	2986	2627	1752	84	499	4253	3813			24203
<b>TOTAL BOOKS</b>	<b>5374</b>	<b>6036</b>	<b>6868</b>	<b>6074</b>	<b>6760</b>	<b>4037</b>	<b>297</b>	<b>1689</b>	<b>8119</b>	<b>8046</b>			<b>50290</b>
Audios-Circulation	236	185	207	233	219	154	5	45	270	243			1797
In-house Tech-Circ	306	219	182	184	179	80	0	0	0	0			1150
In-house Book-Circ	428	609	180	450	0	0	0	0	0	0			1667
Trade/Exchange-Circ	207	167	217	115	76	138	344	216	41	67			1588
Hobbies/Games/Kits-Circ	35	26	71	59	36	16	0	5	37	46			331
Video/DVD	2197	2238	2048	2218	2451	1607	56	891	2216	2227			18149
<b>TOTAL CIRCULATION</b>	<b>8783</b>	<b>8480</b>	<b>8773</b>	<b>8383</b>	<b>8711</b>	<b>6032</b>	<b>702</b>	<b>2846</b>	<b>10683</b>	<b>10626</b>			<b>74972</b>
Children's Outreach	229	44	40	50	47	0	588	693	308	171			2059
Children's Activities	213	242	237	294	304	435	0	0	800	752			2505
Family Activities	62	303	51	0	43	238	0	0	0	0			697
Computer Usage	723	647	672	717	695	352	0	0	90	112			3948
WiFi Usage	496	481	467	510	489	271	107	81	137	151			3190
Reference/Phone	1168	1291	1169	1305	1108	41	23	71	689	593			7458
Meeting Room	139	153	162	189	131	0	0	0	0	0			774
Proc: Audios CD's	4	18	10	15	22	17	12	5	4	13			120
Proc: DVDs/BRAY	8	0	19	55	13	5	33	4	6	82			225
Proc: Books	300	118	177	193	212	280	99	283	177	215			2004
Hobby/Collection/Tech	1	0	0	0	0	0	0	0	0	0			1
ILL. Int'l/Rec'd	20	21	31	35	19	5	0	0	0	0			131
Audios Withdrawn/Hobby	129/01	002/00	11	138	2	0	0	0	0	0			132/01
Videos/DVD Withdrawn	00/00	00/22	00/13	00/00	00/02	00/00	0/0	0	0	0			00/22
Books Withdrawn	30	172	368	306	272	120	107	14	11	17			1417
Patron Visits	6923	5644	6776	5989	5351	2777	0	0	2533	3175			39168
Total Hours Open	170	142	156	160	156	96	20	24	154	154			1232
Volunteers/Foster	186	189.0	161	173	56	49	0	0	73	39			896
Friends of the Library-Yearly													
Cumulative							31		58	11			

## City's Strategic Pillars

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
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### ***Police Department Goals this Budget Year (with percentage of completion to date)***

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

### ***Expenditures requiring authorization from higher and purpose of expenditure***

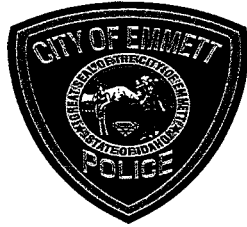
- ***Motorola Records Management System Approx. \$47,000.***

#### ***Training Last 30 days***

- See attached
- Have contacted Lara Foster, who works for St. Luke's Health System Children at Risk Evaluation Services, asking her to organize the Puppets for Prevention Show at our public schools.
- Assisted with Emmett Crash Course Curb Extension and pedestrian Island Demonstration Project. Will provide findings of this next month.
- Currently doing a back ground on an applicant for the evidence clerk position.
- D.C. Babcock and Chief are working with Jake on getting approval from council of police policies.
- Conversion of 10 rifles to short barrel and suppressor has been completed. All 10 rifles have been approved by ATF. Still need to schedule conversion of 4 more rifles.
- Grant update for E-Citation. *Hours have been completed for match. Waiting for installment of equipment.*
- Scheduled a short law update in August being put on by Gem County Prosecutor. Has been approved by POST to do this training on zoom. Has been completed.
- Scheduled removal of graphics from COP car.
- Working with special Olympics and Caldwell PD on organizing a fund raiser in our community.
- Revamping Vehicle Lease program. Jake is talking directly with lease company.
- Exploring new procedure when qualifying retired L.E.O. so they can carry legally.
- Will be conducting testing, interviews and background checks for reserve positions. 1 app. In background stage.
- Asking for approval of Motorola RMS.

#### ***Plan for next 30 days***

- Provide Domestic Violence Community Training in Emmett from R.O.S.E. advocates.
- Review PAL Pound contract / revisit the possibility of increasing pound fees. Renew contract.
- Implementation of new lockdown procedure. SRO will be looking into this.
- Have met with Mr. Slabaugh and he is working on a quote for remodel as of 2-14-20. Was contacted again in May waiting for phase breakdown of remodel and cost.
- Received a demo from Curtis Blue Line on Load Barring vest carriers. Working on policy. Rough draft of policy has been produced. Have received policies from other agencies and are comparing.
- Clint and I will be discussing how to get better use of the tin building.
- Will be meeting with Clint to discuss installing signs in the area of North Boise. Have received complaints of people driving dangerously with kids at play.



## EMMETT POLICE DEPARTMENT

### July Patrol Statistics

	TOTAL
Felony Arrests - Male	5
Felony Arrests - Female	5
Misd. Arrests - Male	22
Misd. Arrests - Female	9
Traffic Stops	257
Infraction Cite	104
Dispatched Calls	424
Officer Initiated	143
Reports	92
Dogs Taken to Pound	3
Ordinance Calls	8

#### Community Involvement

Patrol officers participated in ITD Impaired mobilization.

Gave presentation to Rotary on current state of department.

Attended Recovery Center Booth during the fair.

Officers participated in Grand Entry at the last day of the rodeo at the fair.

Department participated in Cruise night and show and shine.

Patrol officers participated in ITD Seatbelt mobilization.

Presentation at Live, laugh, love learn.

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

From 07/01/2020 To 07/31/2020

## EMMETT POLICE DEPARTMENT

Date	Time	Initial Remarks
07/01/2020	11:30 am	CITY ORDINANCE - POSSIBLE ACCUMULATIONS & JUNK VEHICLES
07/01/2020	12:13 pm	CITY ORDINANCE - WEED VIOLATION
07/01/2020	12:16 pm	
07/01/2020	1:00 pm	CITY ORDINANCE - WEED VIOLATION & PROHIBITED ACCUMULATIONS
07/01/2020	6:27 pm	ASSISTED ON A DUI STOP
07/01/2020	10:01 pm	CITED A 26 YOA MALE FOR DWP
07/01/2020	10:22 pm	RESPONDED TO REPORT OF A VANDALISM
07/02/2020	8:53 am	ARRESTED A 48 YOA MALE FOR A MISD WARRANT.
07/02/2020	11:44 am	RESPONDED TO A NON INJURY ACCIDENT AT 12TH & LINCOLN
07/02/2020	1:30 pm	INVESTIGATED DISTRIBUTION OF CHILD PORNOGRAPHY
07/02/2020	5:36 pm	CITY ORDINANCE - PROHIBITED ACCUMULATIONS, DOG LICENSING X2 & JUNK VEHICLE
07/02/2020	6:35 pm	CITED A 41 YOA MALE FOR DWP, NO INSURANCE 2ND
07/02/2020	10:12 pm	ARRESTED A 19 YOA FOR DUI, ARRESTED A 19 YOA MALE FOR POSSESSION OF CONTROLLED SUBSTANCE/PARAPHERNALIA
07/03/2020	4:37 am	TOOK REPORT OF AN ASSAULT FROM TONIGHT AND STRANGULATION A WEEK AGO
07/03/2020	12:03 pm	INVESTIGATED TEXTING HARASSMENT
07/03/2020	2:00 pm	RECOVERED A STOLEN VEHICLE
07/04/2020	6:11 pm	ARRESTED 57 YOF FOR FELONY AGGRAVATED DUI
07/04/2020	7:00 pm	RESPONDED TO A NON INJURY CRASH AT LOCUST & JOHNS
07/04/2020	11:41 pm	INVESTIGATED A BATTERY ON A 14 YOA MALE
07/06/2020	12:16 am	CITED A 21 YOA FEMALE FOR DWP.
07/06/2020	11:12 pm	ARRESTED A 40 YOA FEMALE FOR AGGRAVATED DOMESTIC BATTERY
07/07/2020	9:34 am	CITED A 58 YOA FEMALE FOR POSS OF CONT SUBS AND POSS OF DRUG PARA.
07/07/2020	1:22 pm	INVESTIGATED AN IDENTITY THEFT CALL.
07/07/2020	9:33 pm	SEX OFFENSE X2
07/08/2020	3:29 pm	INVESTIGATED LEWD CONDUCTED THAT OCCURED IN 1984
07/08/2020	3:30 pm	RESPONDED TO A FORGERY CHECK CALL
07/08/2020	4:09 pm	WARRANT SERVICE
07/08/2020	9:00 pm	TOOK REPORT OF A 16 YOF RUNAWAY.
07/08/2020	11:25 pm	DRUG
07/09/2020	12:02 am	ASSISTED CANYON COUNTY SO WITH A BURGLARY
07/10/2020	2:34 am	INVESTIGATED A SUSPICIOUS VEHICLE AND SEIZED PARAPHERNALIA AND DRUGS FROM A 23 YOM
07/10/2020	10:35 am	CITY ORDINANCE - WEED VIOLATION
07/10/2020	10:41 am	CITY ORDINANCE - PROHIBITED ACCUMULATIONS & WEED VIOLATION
07/10/2020	11:05 am	CITY ORDINANCE - WEED VIOLATION
07/10/2020	11:05 am	CITY ORDINANCE - WEED VIOLATION
07/10/2020	11:35 am	CITY ORDINANCE - WEED VIOLATION
07/10/2020	11:59 am	CITY ORDINANCE - WEED VIOLATION
07/10/2020	11:59 am	CITY ORDINANCE - WEED VIOLATIONS (X2) - SAME OWNERS
07/10/2020	12:08 pm	CITY ORDINANCE - WEED VIOLATION
07/10/2020	12:23 pm	INVESTIGATED AN CPO VIOLATION BETWEEN A 20 YO FEMALE & A 24 YO MALE
07/10/2020	9:56 pm	CITED A 30 YOA FEMALE FOR DWP
07/11/2020	2:14 am	INVESTIGATED A BATTERY BETWEEN A 16 YOA MALE AND A 30 YOA MALE/ DUI
07/12/2020	7:30 pm	TOOK INFORMATION REPORT ON CUSTODY VIOLATION IN JEROME COUNTY
07/13/2020	9:24 pm	TOOK REPORT OF A 14 YOM RUNAWAY
07/14/2020	12:29 pm	REPORTED STOLEN TOOL BAG
07/14/2020	12:39 pm	RESPONDED TO TWO VEHICLE COLLISION
07/14/2020	3:40 pm	RESPONDED TO A NON INJURY ACCIDENT IN THE 700 BLK OF S JOHNS
07/15/2020	11:36 am	RESPONDED TO A HIT AND RUN CALL.
07/15/2020	1:39 pm	CITY ORDINANCE - GARBAGE VIOLATION
07/15/2020	1:51 pm	REPORT FOR SAFE KEEPING OF A FIREARM

**CASE SUMMARY REPORT**

From 07/01/2020 To 07/31/2020

**EMMETT POLICE DEPARTMENT**

<b>Date</b>	<b>Time</b>	<b>Initial Remarks</b>
07/15/2020	7:12 pm	POSSESSION OF CONTROLLED SUBSTANCE & PARAPHERNALIA
07/16/2020	12:45 am	INVESTIGATED AN ALLEGED MALE RAPE
07/16/2020	1:01 pm	RESPONDED TO A MALICIOUS INJURY TO PROPERTY CALL.
07/16/2020	2:45 pm	POSSIBLE TRAFFIC HAZARD
07/16/2020	6:56 pm	ASSIST CANYON COUNTY WITH PHOTO LINE UP
07/16/2020	7:29 pm	CITY ORDINANCE - 72HR TIME LIMIT EXCEEDED
07/17/2020	7:15 am	RESPONDED TO A VEHICLE BURGLARY.
07/17/2020	5:42 pm	CITY ORDINANCE - PROHIBITED ACCUMULATIONS & WEED VIOLATION
07/17/2020	11:30 pm	INVESTIGATED A 40 YOM FOR DWP
07/18/2020	8:13 pm	CITED A 80 YOA MALE FOR BATTERY
07/19/2020	12:47 am	ARRESTED A 66 YO MALE FOR AN ADA CNTY MISD WARRANT
07/19/2020	8:27 am	RESPONDED TO A 1050 PD THAT BECAME A POSSIBLE DRUG DUI INVESTIGATION.
07/19/2020	3:19 pm	RESPONDED TO A LOST AND FOUND BIKE.
07/19/2020	11:39 pm	CITED A 15 YO MALE FOR POSSESSION OF A CONTROLLED SUBSTANCE
07/21/2020	9:34 am	RESPONDED TO AN INTERNET THREATS CALL.
07/21/2020	11:30 am	RESPONDED TO AN ABANDONED CHILD CALL.
07/21/2020	6:12 pm	WARRANT MISD
07/22/2020	9:52 am	INVESTIGATED A 42 YOA FEMALE FOR VIOLATING A NCO
07/22/2020	10:05 am	INVESTIGATED A FELONY DUI
07/22/2020	2:57 pm	INVESTIGATED 11 YOA SENDING NUDE PHOTOS TO SOMEONE ON SNAPCHAT
07/22/2020	4:45 pm	INVESTIGATED A CRASH IN THE 100 BLOCK OF HWY 16
07/22/2020	6:05 pm	RESPONDED TO A DOMESTIC CALL.
07/22/2020	10:23 pm	RESPONDED TO A RUNAWAY CALL.
07/23/2020	10:39 pm	CITED JUVENILES FOR CURFEW.
07/23/2020	10:43 pm	PARAPHERNALIA W/ INTENT TO USE
07/24/2020	11:56 am	INVESTIGATED A PEDESTRIAN UNDER THE INFLUENCE IN THE 600 BLK OF S WASHINGTON AVE - ALLEY
07/24/2020	1:18 pm	CITY ORDINANCE - WEED VIOLATION
07/24/2020	3:27 pm	RESPONDED TO AN ACCIDENT AT MAIN AND WASHINGTON
07/24/2020	7:26 pm	TOOK REPORT OF A 16 YOF RUNAWAY
07/24/2020	9:08 pm	CITY ORDINANCE - WEED VIOLATION
07/25/2020	12:03 am	INVESTIGATED A POSSIBLE DUI
07/25/2020	10:22 am	RESPONDED TO A LOST & FOUND WALLET AT 100 BLOCK OF W MAIN ST
07/25/2020	12:13 pm	INVESTIGATED A CRASH IN THE INTERSECTION OF E 12TH ST AND S SUBSTATION RD & ARRESTED A 20 YOM ON A FEL WARRANT
07/26/2020	12:24 pm	PLACED A 32 YOA MALE ON MENTAL HOLD
07/26/2020	7:44 pm	CITED TWO 17 YOJ MALES FOR RACING ON A PUBLIC ROADWAY
07/27/2020	9:45 am	ASSISTED 259 WITH DUI ARREST (LIFELOC)
07/27/2020	9:49 am	ARRESTED A 25 YOA FEMALE ON A FELONY WARRANT/ SELF TURN IN
07/27/2020	7:26 pm	CITED A 27 YOF FOR DWP, NO INSURANCE 2ND
07/28/2020	8:32 am	INVESTIGATED VIOLATION OF A NO PROTECTION ORDER
07/28/2020	2:10 pm	INVESTIGATED UNATTENDED DEATH- POSSIBLE COVID POSITIVE
07/28/2020	10:25 pm	RESPONDED TO A 911 HANG UP AND INVESTIGATED A BATTERY AND MALICIOUS INJURY TO PROPERTY.
07/29/2020	1:19 am	TRAFFIC DUI 3RD OFFENSE WITHIN 10 YEARS.
07/29/2020	7:35 am	INVESTIGATED VANDALISM, 4 VEHICLE TIRES SLASHED
07/29/2020	9:22 am	INVESTIGATED A 15 YOA FEMALE RUNAWAY
07/30/2020	9:37 am	FOUND UNKNOWN EVIDENCE THAT DID NOT HAVE A CASE FILE, LAST NAME OF BANKS AND BROWN
07/31/2020	12:41 am	ARRESTED A 30 YOA MALE THEN RELESED DUE TO JAIL NOT ACCEPTING.
07/31/2020	12:17 pm	ARRESTED A 16YOM FOR A WARRANT

Count: 97

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

**City's Strategic Pillars**  
8/25/2020

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

**Public Works Goals**

- Implement Airport Pavement, and Master Capital Improvement Plan. **25%**
- Create Cemetery Master Plan. **5% on hold**
- Create Road Improvement Plan to provide for Safe Route planning for pedestrians, bicycles and motor vehicles. **60%**
- Replace all water distribution lines less than 6" in diameter to meet mandatory minimum main line size requirement. **50%**
- Reduce I&I inside sewer collection lines to less than 50% of current rate per Sewer Capital Improvement Plan. **50%**
- Upgrade Wastewater Treatment Plant Influent Screen. **70%**
- Hawthorne lift station upgrade. **65%**

**Expenditures requiring authorization / purpose of expenditure**

- 07/01/2020 VALLEY PUMP, PW - \$6,669.13
- 07/26/2020 KELLER ASSOCIATES, 12<sup>TH</sup> ST BOOSTER STATION - \$9,845.00
- 07/28/2020 TEK-HUT, INC, SERVICES - \$13,744.00
- 08/12/2020 IDAHO BUREAU OF FEDERAL SURPLUS, 2013 FORD EXPLORER - \$8,600.00
- 08/12/2020 IDAHO BUREAU OF FEDERAL SURPLUS, 2010 FORD F150 - \$8,500.00

**Training last 30 days**

- None

**Accomplishments since last report**

1. Roads are cut and utility sewer and water are being installed
2. Installing 12" transmission line and 8" domestic from 4th to 6th on Johns
3. Installing new meters and radios in water system.
4. Replaced critical parts at headworks WWTP
5. Had divers clean all water tanks for water system

**Plan for next 30 days**

1. Installing 12" transmission line and 8" domestic from 6<sup>th</sup> to Lynn on Johns
2. Looking into Gem County Recreation District's Quit Claim Deed on pool property.
3. Working on drainage issues at Boise Ave
4. Upgrade of Bray Valves at Wastewater treatment plant underway
5. Assessing Golf Course property asset
6. Finalizing LHTAC - 14393 S. Johns Ave. 4<sup>th</sup> to 12<sup>th</sup> St final plan design & budget for construction.
7. Continue with 12" water transmission mainlines along with new 8" water mainline replacement with new 1" water service down S Johns Avenue from 1<sup>st</sup> Street going south.
8. Sewer manhole - grout and/or replacement for those leaking water
9. Repair bad water valves and water valve boxes
10. Water valve exercising for all water distribution valves.

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

**City's Strategic Pillars**

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
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**Systems Admin Goals (with percentage of completion to date)**

- Complete fiber optic network to inner city facilities. WWTP is on deck. **80% Most conduit complete.**
- Migrate all servers to cloud over the next 5 years. **35% SysAdmin, Library, Public Works converted to SharePoint cloud storage. Clerks are on deck. Neptune 360 water software also in process of switching, Covid19 is hold up in getting Neptune staff out to do the changeover.**
- Complete Geographic Information System mapping of all city infrastructure assets (ongoing). **35% Section of city water meters need to be completed.**
- Install fiber to additional nodes and cameras on east side complex of the City Park. **95% New cameras and wifi are up. Just network switch configuration now.**
- Convert city network from a bridged configuration to routed. **5% Initial plan and IP address scheme underway.**

**Expenditures requiring authorization from higher and purpose of expenditure**

- None

**Training last 30 days**

- None

**No less than Top Ten Accomplishments since last report**

1. Meeting with Sun Valley ED group on fiber optics
2. Fix issue with park locks
3. Spillman map testing with Mikrotik routers
4. Fiber splicing and camera/wifi install to complete east side of park
5. IPSCC Grant letter of support for cost covering CL circuit
6. Hospital demographics web form design for tracking
7. Fiber cable installed to east side of park
8. Program 2 additional network transport switches
9. Convert Syslog server to virtual environment
10. Public Works conference camera install
11. PD computer rotational installs x2
12. Assist with Pontem cemetery software
13. Archive email/data from old employee
14. Commerce CARES Act Broadband grant submittal
15. Fiber Cable pulled between Courthouse/City Hall
16. New AVL mapping for first responders
17. Assist City of Greenleaf with broadband grant guidance
18. Assist Owyhee County with broadband grant guidance
19. Update digline zone maps for Industrial Park area
20. Clean cameras 71

**Plan for next 30 days**

21. E-Ticket equipment project	22. New router install at water tower
23. Verizon Master License Agreement	24. Council chambers upgrade
25. Clerks Sharepoint preparation	26. Document all switch ports network (ongoing)
27. Preparation for Neptune 360 conversion	28. Public works annex quotes/plan
29. TekFinity schools agreement	30. Test new Mikrotiks for public safety cars
31. Spillman scope of work with county	32. Fiber GIS plan update, adopt naming convention