

City of Emmett Council Meeting

June 25, 2019

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

Council Present: Councilman Shawn Alder, Councilman Gary Resinkin, Councilman Steve Nebeker, Councilman Mike Stout, Councilman Tona Henderson

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

Public Present:

Amendments to the Agenda: None

Councilman Nebeker **MADE A MOTION TO APPROVE THE AGENDA AS PRESENTED, SECONDED, 5 AYES, 0 NOES. Motion Carried.**

Declaration of Conflicts of Interest: Councilman Alder will abstain from voting of the Preliminary Plat Application for Harvest Valley Subdivision as that is in the area he resides.

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

Public Hearing: on the Annexation with Zoning Classification with a Development Agreement for Application ANN 19-001 located at 2110 S. Johns Avenue. Public Meeting began at 7:04pm. Brian Sullivan, Building Superintendent read the City Of Emmett Zoning Commission Recommendation to City Council. The Mayor closed the Public hearing at 7:21pm. Councilman Henderson made a **MOTION TO APPROVE THE ANNEXATION AND ZONING CLASSIFICATION OF PARCEL NUMBER RP06N01W173650 AND DESIGNATE THE ZONING CLASSIFICATION OF (C) COMMERCIAL WITH MIXED USE OVERLAY WITH A DEVELOPMENT AGREEMENT AS EXHIBIT B, AND DIRECT STAFF TO CREATE AN ORDINANCE TO BRING BACK TO COUNCIL FOR APPROVAL AND ADOPT STAFF ANYLYSIS AND FINDINGS THAT WAS READ. SECONDED BY COUNCILMAN STOUT. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried.**

CONSENT AGENDA:

- A. Approval of Minutes – None
- B. Approval of Accounts Payable

Councilman Henderson made a **MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED, SECONDED, 5 AYES, 0 - NOES. Motion Carried.**

ELECTED OFFICIALS:

- A. Mayor
- B. Announcements
- C. City Council

NON-CONSENT AGENDA

BUSINESS:

- A. Approval of Preliminary Application for Harvest Valley Subdivision. Phase 5 & 6 pp19-001. Councilman Henderson made a **MOTION TO APPROVE THE PRELIMINARY PLAT FOR HARVEST VALLEY PAHSE 5 &6 WITH SITE SPECIFIC CONDITION OF APPROVAL FROM THE STAFF REPORT IN SECTION 7 BEING PART OF THE MOTION. SECONDED. 4 – AYES 0- NOES 1- ABSTENTION. Motion Carried.**
- B. Approval of Coastline Equipment Invoice for \$20,789.09. Councilman Nebeker made a **MOTION TO APPROVE COASTLINE EQUIPMENT INVOICES IN THE AMOUNT OF \$20,789.09. SECONDED. 5 – Ayes, 0 – Noes. Motion carried.**
- C. Approval to sign Vactor Truck Lease Agreement with Mountain West Bank. Councilman Nebeker made a **MOTION TO HAVE MAYOR SIGN VACTOR TRUCK LEASE AGREEMENT WITH MOUNTAIN WEST BANK. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried.**
- D. Approval of Ordinance: Councilman Henderson made a **MOTION TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE ONLY. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried. #O2019-01 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING CITY CODE TITLE 1, CHAPTER 6D, SECTION 1: OFFICE ESTABLISHED; APPOINTMENT; TERM: MAKING THE APPOINTMENT OF THE SUPERINTENDENT OF PUBLIC WORKS SUBJECT TO THE CONSENT OF THE CITY COUNCIL AND REMOVING THE TWO (2) YEAR TERM. Councilman Henderson made a **MOTION TO ACCEPT THE FIRST AND ONLY READING OF THE ORDINANCE #O2019-01, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried.****
- E. Approval of Ordinance: Councilman Henderson made a **MOTION TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN**

City of Emmett Council Meeting

June 25, 2019

- FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE ONLY. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried. #O2019-02 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING CITY CODE TITLE 4, CHAPTER 1, SECTION 2: FIRE CHIEF; POWERS AND DUTIES: REMOVING DEPARTMENT MEMBER POWER TO ARREST. Councilman Stout made a MOTION TO ACCEPT THE FIRST AND ONLY READING OF THE ORDINANCE #O2019-02, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried.**
- F.** Approval of Ordinance #O2019-03. Councilman Nebeker made a **MOTION TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE ONLY. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried. #O2019-03 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, REPEALING CITY CODE TITLE 4, CHAPTER 1 SECTION 9: FIRE TRUCK CAPITAL IMPROVEMENT FUND. Councilman Nebeker made a MOTION TO SEND THIS BACK TO THE CITY ATTORNEY FOR MORE CHANGES. SECONDED. 5 – AYES. 0- NOES. Motion carried.**
- G.** Approval of Ordinance. Councilman Henderson made a **MOTION TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE ONLY. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried. #O2019-04 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING CITY CODE TITLE 5, CHAPTER 1, SECTION 1: DEPARTMENT CREATED; QUALIFICATIONS; APPOINTMENTS: MAKING THE REMOVAL OF THE CHIEF OF POLICE SUBJECT TO THE CONSENT OF THE CITY COUNCIL. Councilman Stout made a MOTION TO ACCEPT THE FIRST AND ONLY READING OF THE ORDINANCE #O2019-04, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried.**
- H.** Approval of Ordinance. Councilman Nebeker made a **MOTION TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE ONLY. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried. #O2019-05 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING CITY CODE TITLE 5, CHAPTER 1 SECTION 2: CHIEF OF POLICE: REPORTS REQUIRED: REMOVING THE REQUIREMENT TO REPORT THE NAMES OF PERSONS ARRESTED. Councilman Nebeker made a MOTION TO ACCEPT THE FIRST AND ONLY READING OF THE ORDINANCE #O2019-05, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried.**
- I.** Approval of Ordinance. Councilman Alder made a **MOTION TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE ONLY. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried. #O2019-06 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING CITY CODE TITLE 6, CHAPTER 1, SECTION 4: U-TURNS PROHIBITED: REMOVING THE TERM HORSEDRAWN VEHICLES. Councilman Nebeker made a MOTION TO ACCEPT THE FIRST AND ONLY READING OF THE ORDINANCE #O2019-06, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried.**
- J.** Approval of Ordinance. Councilman made a **MOTION TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE ONLY. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried. #O2019-07 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, REPEALING CITY CODE TITLE 6, CHAPTER 1, SECTION 5: DRIVING RESTRICTIONS DURING FIRE ALARMS. Councilman Nebeker made a MOTION TO ACCEPT THE FIRST AND ONLY READING OF THE ORDINANCE #O2019-07, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY. SECONDED. ROLL CALL VOTE. COUNCILMAN STOUT – AYE, COUNCILMAN HENDERSON – AYE, COUNCILMAN NEBEKER – AYE, COUNCILMAN ALDER – AYE, COUNCILMAN RESINKIN – AYE. Motion Carried.**

REPORTS:

Building Official/City Planner – Brian Sullivan – Gave report.

City Clerk – Lyleen Jerome – Gave report along with Monthly Financial Report.

City of Emmett Council Meeting

June 25, 2019

Fire – Fire Chief – Curt Christensen – Gave report.

Library – Librarian Alyce Kelley – Gave report.

Police – Chief Kunka – Gave report.

Public Works – Clint Seamons – Gave report.

System Administrator – Mike Knittel – No report.

Economic Development – Krista Cole – Gave report.

Engineer – Justin Walker – Gave report regarding South Johns Avenue LHTAC Project

Councilman Alder **MADE A MOTION TO ADJOURN, SECONDED, 5 AYES, 0 NOES. Motion Carried.**

Meeting Adjourned at 8:53 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk

City of Emmett Council Meeting

July 9, 2019

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

Council Present: Council President Michelle Welch, Councilman Gary Resinkin, Councilman Shawn Alder, Councilman Steve Nebeker, Councilman Tona Henderson, Councilman Mike Stout,

Staff Present: Lyleen Jerome, Curt Christensen, Alyce Kelley, Steve Kunka, Clint Seamons, Mike Knittel, Stephanie Johnson, Dorie Millan-Sotelo,

Public Present: Josh Williams - 604 S. Johns Ave, Diana Baird, Camila Alviso, Thomas Butler - 1103 Royalty Ave, GSP Troop 850 - 1111 Palace Ave, Inez Trujillo - 980 N Plaza, Lysie Vickery.

Amendments to the Agenda: None

Councilman Nebeker **MADE A MOTION TO APPROVE THE AMENDED AGENDA AS PRESENTED, SECONDED. 6 AYES, 0 NOES. Motion Carried.**

Declaration of Conflicts of Interest:

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

CONSENT AGENDA:

- A. Approval of Minutes – None
- B. Approval of Accounts Payable

Councilman Henderson made a **MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED, SECONDED, 6 - AYES, 0 - NOES. Motion Carried.**

ELECTED OFFICIALS:

- A. Mayor
- B. Announcements
- C. City Council

NON-CONSENT AGENDA

BUSINESS:

- A. 12th St and Substation Rd Rapid Flashing Beacon Assistance and Education presentation by Girl Scout Troop 850 a request was given by the Girl Scout Troop. The Troop was commended for their dedication to safety.
- B. National Fire Academy Presentation was given by Lindsay Vickery of the EFD.
- C. Approval of Asphalt Patching & Driveways Change Order for \$12,260.00 for 12th Street Pathway Project. Councilman Henderson made a **MOTION TO APPROVE ASPHALT PATCHING & DRIVEWAYS CHANGE ORDER FOR \$12,260.00 FOR THE 12TH STREET PATHWAY PROJECT WITH MAYOR TO SIGN. SECONDED. ROLL CALL VOTE. COUNCIL PRESIDENT WELCH - AYE, COUNCILMAN STOUT - AYE, COUNCILMAN HENDERSON - AYE, COUNCILMAN NEBEKER - AYE, COUNCILMAN ALDER - AYE, COUNCILMAN RESINKIN - AYE. Motion Carried.**
- D. Approval of Asphalt Patching & Driveways Pay Request #1 for the amount of \$25,332.70 Councilman Nebeker made a **MOTION TO APPROVE THE ASPHALT PATCHING & DRIVEWAYS PAY REQUEST #1 IN THE AMOUNT OF \$25,332.70. SECONDED. 6 - Ayes, 0 - Noes. Motion carried.**
- E. Approval of Local Public Agency's Certificate of Completion of Right-Of-Way. Councilman Stout made a **MOTION TO APPROVE THE LOCAL PUBLIC AGENCY'S CERTIFICATE OF COMPLETION OF RIGHT-OF-WAY S. JOHNS AVENUE, 12TH ST. TO 4TH ST. REHAB PROJECT. SECONDED. 6 - Ayes. 0 - Noes.**
- F. Approval of HVAC System in the amount of \$12,867.00. Councilman Henderson made a **MOTION TO APPROVE HVAC SYSTEM FOR THE AMOUNT OF \$12,867.00. SECONDED. 6 - Ayes. 0 - Noes. Motion Carried.**
- G. Approval of Road Closures for Gem County Fairgrounds Parade. Councilman Henderson made a **MOTION TO APPROVE THE ROAD CLOSURES FOR GEM COUNTY FAIRGROUNDS PARADE. SECONDED. 6 - Ayes. 0 - Noes. Motion Carried.**
- H. Declare Surplus property. Councilman Nebeker made a **MOTION TO DECLARE SURPLUS PROPERTY. SECONDED. 6 - Ayes. 0 - Noes. Motion Carried.**
- I. Approval to accept contract and have Mayor sign Contract with Access Idaho. Councilman Henderson made a **MOTION TO APPROVE THE CONTRACT AND TO HAVE THE MAYOR SIGN CONTRACT WITH ACCESS IDAHO. SECONDED. ROLL CALL VOTE. COUNCIL PRESIDENT WELCH - AYE, COUNCILMAN STOUT - AYE, COUNCILMAN HENDERSON - AYE, COUNCILMAN NEBEKER - AYE, COUNCILMAN ALDER - AYE, COUNCILMAN RESINKIN - AYE. Motion Carried.**

REPORTS:

Building Official/City Planner – Brian Sullivan – Absent.
City Clerk – Lyleen Jerome – No report.

City of Emmett Council Meeting

July 9, 2019

Fire – Fire Chief – Curt Christensen – Gave report.

Library – Librarian Alyce Kelley – No report.

Police – Chief Kunka – No report.

Public Works – Clint Seamons – No report.

System Administrator – Mike Knittel – No report.

Economic Development – Krista Cole – Absent.

Engineer – No report.

Councilman Alder **MADE A MOTION TO ADJOURN, SECONDED, 6 AYES, 0 NOES. Motion Carried.**

Meeting Adjourned at 7:56 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk

FY 18/19 Budget Review Workshop Meeting

July 9, 2019

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

Mayor Petrie called the meeting to order at 5:00 p.m.

Council Present: Mayor Petrie, Council President Michelle Welch, Councilman Resinkin, Councilman Shawn Alder, Councilman Steve Nebeker, Councilman Henderson and Councilman Mike Stout.

Staff Present: City Clerk Lyleen Jerome, Police Chief Steve Kunka, Librarian Alyce Kelley, Public Works Superintendent Clint Seamons, Systems Administrator Mike Knittel, Fire Chief Curt Christensen.

Public Present: Tim Perkins, Stephanie Johnson

Councilman Nebeker made a **MOTION TO APPROVE THE MINUTES OF THE APPROVAL OF THE JUNE 11TH AND JUNE 25TH BUDGET COMMITTEE MINUTES. Seconded by Councilman Henderson. 6 - Ayes. 0 - Noes. Motion Carried.**

Fiscal Year 2019/2020 Budget

Each department presented their projects and explained how they correlate with their presented budgets with the focus being on expenses. Any questions that were presented from the Council to department heads were addressed and any unanswered questions will be addressed at the next workshop.

Councilman Alder made a **MOTION TO ADJOURN. Seconded 6 - Ayes. 0 - Noes.. Motion Carried.**

Meeting adjourned at 6:22 p.m.

Mayor Gordon Petrie

City Clerk Lyleen Jerome



CITY OF EMMETT

Alcohol Permit Checklist

Business Name Gerald Turner Brewery

Date 7-10-19

Application Received July 5, 2019

- Application Complete
- All 3 pages Notarized
- Applicant is 21 or older
- Copy of State License Attached # 26514
- Copy of Gem County License Attached # 35
- Premise Description Included
- Copy of Lease Attached (if premise not owned by applicant)
- Names, Address & Copy of Driver's License Attached
(any/all with Financial Interest)
- Permit Fee Paid

Police Department Background Check (Attached to DL Copies)

Requested W. Lambert Complete 7/17/19
Completed by _____ Chief of Police _____

City Council Approval

- Added to Council Agenda for approval

City Council Approved Yes No 7/23/19
Council Date

Official Alcohol License

- Created _____
- Mailed _____

Tracking # _____



ALCOHOL BEVERAGE LICENSE APPLICATION

City of Emmett
501 E Main St
Emmett, ID 83617
Ph: 208-365-6050
Fax: 208-365-3064

FOR CITY USE ONLY:
RECEIPT # _____ \$ _____
BEER \$50.00
WINE \$ _____
LIQUOR/WINE \$ _____

YEAR 2019
LICENSE # _____
[X] New License
[] Renewal
[] Transfer (Transferred License # _____)

TAVERN SALES (ON PREMISES)
[] BEER (\$200.00)
[] WINE (\$200.00)
[] LIQUOR (\$562.50)

STORE SALES (OFF PREMISES)
[X] BEER (\$50.00)
[] WINE (\$50.00)

Applicant: Gerald W. Turner
Business Name: Gerald Turner Brewery
Business Address: 527 E. 2nd St. Emmett ID 83617
Mailing Address:
Business Phone: 208 412 4973 Other Phone: 208 919 9769

- Attach copy of application for State license, including a copy of site and floor plans submitted with state application.
• You must submit copies of your State and County Alcohol Beverage Licenses before a City license will be issued.

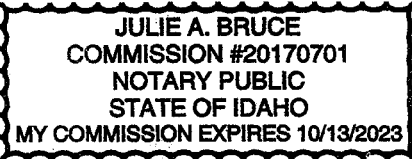
I have read all of the above, and declare under penalty of perjury that each and every statement made is true, correct, and complete.

[Signature]
Applicant Signature

Gerald Turner
Print Name

Subscribed and sworn to before me this 5th day of July, 2019.

[Signature]
Notary Public
Residing at: Emmett, ID
Commission Expires: 10/13/2023

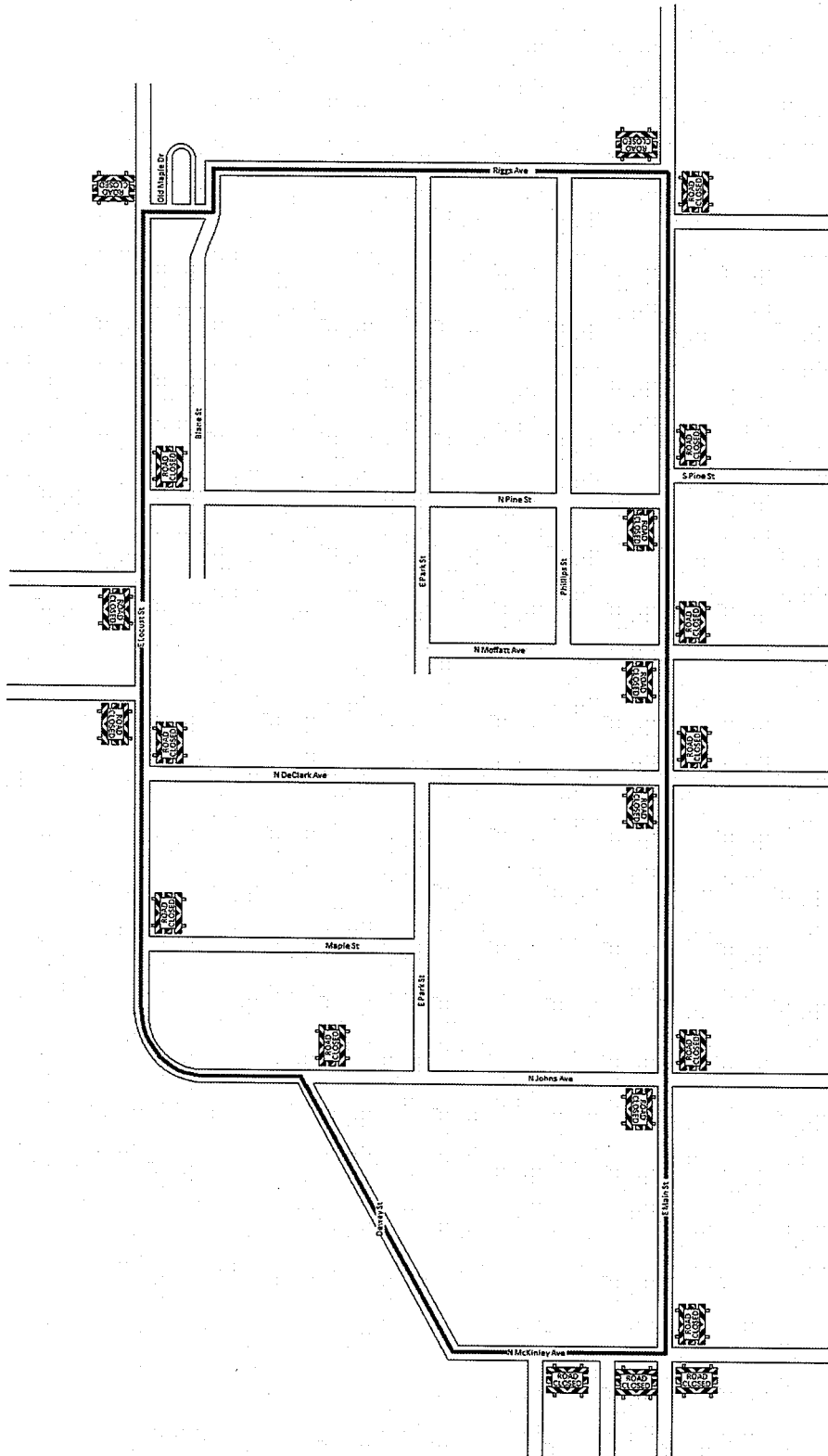


Steve Kunka

From: Brooke Roehr <bluefingrl@gmail.com>
Sent: Tuesday, July 16, 2019 12:23 PM
To: Steve Kunka
Subject: Senior project

Hey Chief Kunka,

This is Brooke Roehr, and for my senior project I want to do a fun run/walk to raise money for the Paula Silkwood Scholarship. The date I wanted to run the race is the 26th of July. I wanted the run to start at the park on the corner of Dewey and Johns and take Dewey through McKinley down to Main St. Then Main St. to Riggs and then Riggs to Locust and take Locust all the way back to the park. The total distance is about two miles. I wanted to know how I would go about asking the city or person in charge to block off those roads from 8 am till 12 pm. If you could get back to me asap that would be greatly appreciated! Thanks you so much again.





EMMETT POLICE DEPARTMENT

501 E. Main Street – Emmett, ID 83617

Fax 365-6062 Phone 365-6055

Steve Kunka, Chief of Police

July 15, 2019

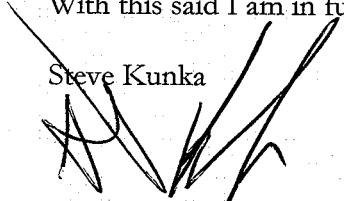
Mayor Gordon Petrie
Emmett City Council

This letter is the approval of a fun run to raise money for the Paula Silkwood Scholarship. This run is being put on by Brooke Roehr who is a senior at Emmett High School and this is her senior project. Brooke has submitted a request for road closures by email and has submitted a traffic plan from Idaho Traffic Control (I.T.C.) (see attached documents). This event will be held July 26, 2019 from 8:00 a.m. to 12:00 p.m. The run will start at the park on the corner of Dewey and Johns, take Dewey through McKinley, down to Main St., then Main St. to Riggs and then Riggs to Locust and take Locust all the way back to the park.

I was advised by I.T.C. that there will be no charge for the maintenance of the traffic control signs because the race is being put on as a fund raiser. I also clarified with I.T.C. that the barricades will be put up 30 minutes prior to the beginning of the race and taken down as soon as the last participant finishes.

If any concerns or issues come up they will be resolved between Brooke Roehr and me. With this said I am in full support of this event.

Steve Kunka



Chief of Police

**Approval and Support of
2018 Gem County All Hazard Mitigation Plan**

Gem County, along with participating planning partners within the County, developed the 2018 Gem County All Hazard Mitigation Update to provide all-hazard mitigation to residents and jurisdictions of Gem County; to comply with the requirements of hazard mitigation planning within the Federal Disaster Mitigation Act; and to establish eligibility for funding under the Federal Emergency Management Agency (FEMA) grant programs.

All partners listed below do hereby approve the adoption of the 2018 Gem County Hazard Mitigation Update and agree to support its implementation.


Bryan Elliott, Chairman of the Board of Commissioners

7-8-2019
Date


Bill Butticci, Commissioner

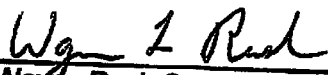
7-8-2019
Date

absent
Mark Rekow, Commissioner


Date

Gordon W. Petrie Mayor, City of Emmett

Date


Wayne Rush Superintendent, Independent School District #221

6-26-2019
Date


Rick Welch Fire & EMS Chief of Gem County Fire District #1

6-26-2019
Date


Jim Heikes Chief of Fire Protection District #2

7-3-2019
Date



CITY OF EMMETT
Building & Zoning Department
501 E. Main Street
Emmett, Idaho 83617

Building & Zoning Department

Brian Sullivan:
bsullivan@cityofemmett.org
Anna Marie Young
ayoung@cityofemmett.org
Ph: (208) 365-9569
Fax: (208) 365-4651

July 17, 2019

Mayor and Council:

Carl Porter, with Sawtooth Land Surveying, representing Joseph Lanham, is requesting to vacate the alley which runs from Carson Street to Oxley Road. The alley is not needed according to Emmett Public Works as it does not benefit Public Works. No utilities are in this alley. The owner of both sides of this alley will be deeded property equally. The amount of property to be vacated is .073 acres. Joseph Lanham owns both sides, so he will receive the vacated alley property if approved.

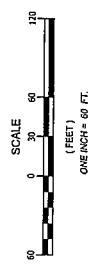
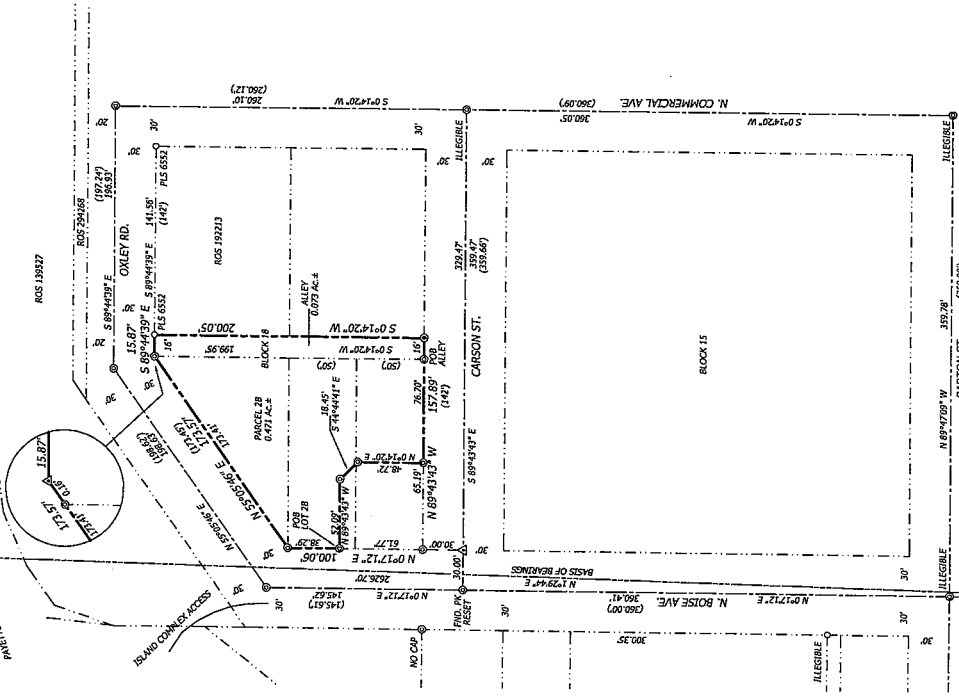
According to Emmett City Code, all vacations must be presented to the council for review of the request, and either reject the request or send it to the planning and zoning commission for action and their recommendation to the council.

Sincerely,

A handwritten signature in black ink that reads "Brian Sullivan".

Brian Sullivan
Building / Zoning Administrator

**PROPERTY BOUNDARY ADJUSTMENT RECORD OF SURVEY 19-XXX
FOR JOE LANHAM
BEING LOT 1, AND A PORTION OF LOTS 2 AND 3, OF BLOCK 18, OF
RIVERSIDE ADDITION TO EMMETT, AND VACATED ALLEY IN BLOCK 18,
LOCATED IN THE SE 1/4 OF SECTION 6, T. 6 N., R. 1 W., B.M.,
CITY OF EMMETT, GEM COUNTY, IDAHO
2019**



LEGEND

- PROPERTY BOUNDARY LINE
- SECTIONAL LINE
- ALUMINUM CAP
- FOUND 5/8" REBAR PLS 14221 OR AS NOTED
- FOUND 1/2" REBAR AS NOTED
- SET 5/8" REBAR/CAP
- CALCULATED POINT
- RECORD INFORMATION

SURVEYORS NARRATIVE
THIS RECORD OF SURVEY PROPERTY BOUNDARY ADJUSTMENT WAS RECORDED FOR THE PURPOSE OF VACATING THE ALLEY IN BLOCK 18 AS SHOWN HEREON, AS PART OF THE PROCESS FOR A PROPERTY BOUNDARY ADJUSTMENT WITH THE CITY OF EMMETT. THE MONUMENT FOUND PER ROS 318054 FT WELL AND THERE WERE NO DISCREPANCIES. SEE INST. NO. XXXXXX FOR THE RECORDED DOCUMENT SHOWING THAT THE ALLEY HAS BEEN VACATED AND DEEDED TO THE OWNER OF RECORD OF PARCEL 2A. NO PUBLIC RIGHT OF WAY WAS BEING NOTED AND THERE WERE NO ENCROACHMENTS AT THE TIME OF THIS SURVEY.

**APPROVAL OF CITY OF EMMETT
ZONING ADMINISTRATOR**

THIS ADMINISTRATIVE LOT SPLIT IS HEREBY ACCEPTED AND APPROVED THIS _____ DAY OF _____, 2019 BY THE CITY OF EMMETT ZONING ADMINISTRATOR.

CITY OF EMMETT ZONING ADMINISTRATOR

NOTES

- 1) SAWTOOTH LAND SURVEYING LLC ASSUMES NO LIABILITY FOR PRESENT OR FUTURE COMPLIANCE OR NONCOMPLIANCE WITH CITY OF EMMETT PLANNING AND ZONING ORDINANCES OR RESTRICTIONS AS THEY PERTAIN TO BUILDING PERMITS AND THE ISSUANCE THEREOF.

REFERENCES:
RECORD OF SURVEY, INST. NOS. 198527, 170530, 185905, 192213, 294268, 318054
RIVERSIDE ADDITION TO EMMETT, BOOK 1 OF PLATS AT PAGE 39
WARRANTY DEED INST. NO. 134376
CERTIFICATE OF SURVEYOR

I, CARL PORTER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY ON THE GROUND UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS MAPPED HEREON, AND IS IN ACCORDANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS, AND RECORDING. THE CONSUMER HEREON SHOULD BE ADVISED THAT THE SURVEY STATE THAT AS OF THE DATE OF THIS SURVEY, JULY 30, 2019, THERE ARE NO VISIBLE BUILDING ENCROACHMENTS OVER THE EXISTING PROPERTY LINES OR ALONG THE PUBLIC RIGHT OF WAY.



CARL PORTER, P.L.S. 14221

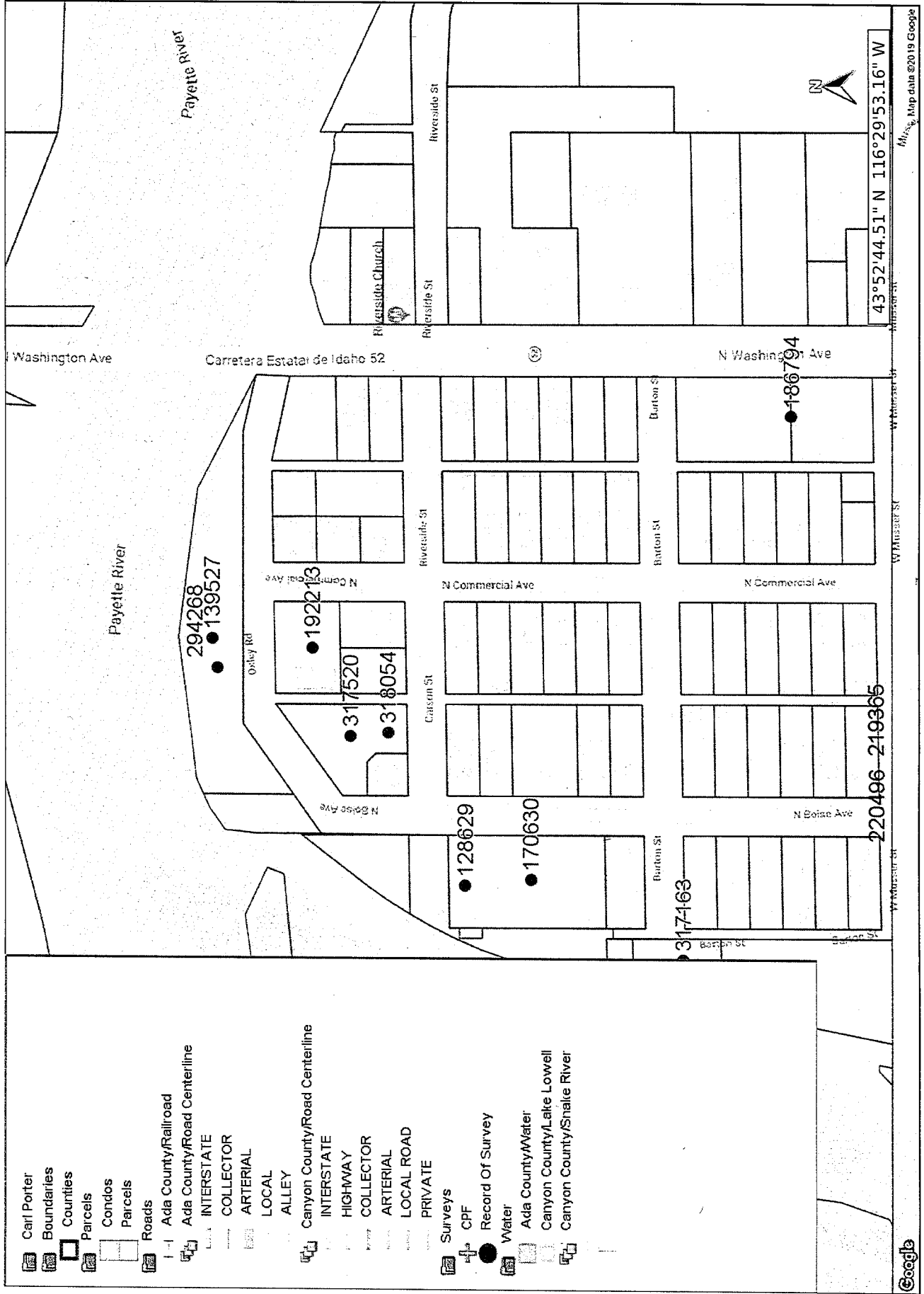
SURVEY INDEX NO. 614-6-3-0-01-39

DWG#: 19229-P84

SAWTOOTH
Land Surveying, LLC
WWW.SAWTOOTHLS.COM

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

DATE: 7/2018	DRAWN BY: CP	CHECKED BY: JB	1929
SHEET: 1 OF 1			





CITY OF EMMETT
PUBLIC WORKS DEPARTMENT

601 East 3rd Street
Emmett, Idaho 83617

Gordon Petrie, Mayor
Lyleen Jerome City Clerk
Jake Sweeten, Attorney
Michelle Welch – City Council President

Councilman: Mike Stout
Eltona Henderson
Shawn Alder
Steve Nebeker
Gary Resinkin

City of Emmett
Mayor Gordon Petrie
Emmett City Council

Wednesday, July 17, 2019

RE: “Approval of Board Orders for CABLEONE, CENTURYLINK and IDAHO POWER on S. Johns Ave, 12th St to 4th St. Rehab Project with Mayor to Sign.”

Mayor, City Council:

[X] Concur with approval of Board Orders for CABLEONE, CENTURYLINK and IDAHO POWER on S. Johns Ave, 12th St to 4th St. Rehab Project with Mayor to Sign.

Attached is the Board Order CABLEONE as Exhibit A, Board Order CENTURYLINK as Exhibit B and Board Order IDAHO POWER as Exhibit C.

I recommend the following motion: **“Motion to approve Board Orders for CABLEONE, CENTURYLINK and IDAHO POWER on S. Johns Ave, 12th St to 4th St. Rehab Project with Mayor to Sign.”**

Sincerely,

Clint Seamons
Superintendent of Public Works

Exhibit A

BOARD ORDER

from the City of Emmett

STC-7169 S Johns Ave, E 12th to E 4th St, Emmett
Project No. A013(493), Key No. 13493
Emmett, Idaho

CABLEONE ("Company"), having been informed of the project and given the opportunity to attend a hearing on June 11, 2019 per the provisions of Section 40-312(3), of the Idaho Code.

The City of Emmett finds:

Certain utility facilities owned by the Company are located within the construction limits of the proposed project. The construction of this project is neither feasible from an engineering nor traffic safety standpoint with the utility facilities in their present location. It is necessary that these utility facilities be removed, relocated, or adjusted as shown by the plans.

THEREFORE IT IS HEREBY ORDERED:

1. Certain utility facilities owned by the Company be removed, relocated, or adjusted as shown by the plans.
2. The Company shall accomplish the work by coordination with the contractor during project construction.
3. The removal, relocation, or adjustment of these utility facilities is to be coordinated with the Resident Engineer. The Company shall give the resident Engineer at least forty-eight (48) hours advance notice of intention to start work or to resume work subsequent to suspension. The resident engineer may be contacted at:

Megan Kautz, PE, Resident Engineer
Local Highway Technical Assistance Council (LHTAC)
3330 Grace Street
Boise, ID 83703
Phone: (208)-344-0565
Email: MKautz@lhtac.org

4. The Company shall verify with the Resident Engineer, prior to using road right-of-way being acquired for this construction project for relocation of utility facilities, that the City of Emmett has obtained right of access and construction activities are allowed on the property.
5. The Company shall provide traffic control consistent with the plans. During the progress of the utility work such barricades, lights, and other traffic control devices shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public. Barricades, lights, and other traffic control devices shall conform to the current issue of the Manual on Uniform Traffic Control Devices for Streets and Highways. Parked equipment and stored materials shall be as far from the traveled way as feasible. Items left overnight within 30 feet of the travel way shall be marked and/or protected.

6. The Company shall indemnify, defend, and hold harmless the City of Emmett and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands arising from performance of this order.
7. The Company shall bear the cost and be responsible for repairing any damage caused by the work and shall be responsible for all of their actions. The City of Emmett shall bear no responsibility if any cause arises due to Company's actions.
8. The City of Emmett shall not be responsible for any costs associated with the Company's execution of these contemplated actions.
9. Commencement of activities contemplated in this Order shall constitute acceptance of terms.

Dated this ____ day of _____, 2019.

City of Emmett

By: _____

Mayor or Appointed Councilmember

Exhibit B

BOARD ORDER

from the City of Emmett

STC-7169 S Johns Ave, E 12th to E 4th St, Emmett
Project No. A013(493), Key No. 13493
Emmett, Idaho

CENTURYLINK ("Company"), having been informed of the project, executed a "Waiver of Hearing" on April 17, 2019, waiving its right to further written notice and opportunity for hearing under the provisions of Section 40-312(3), of the Idaho Code.

The City of Emmett finds:

Certain utility facilities owned by the Company are located within the construction limits of the proposed project. The construction of this project is neither feasible from an engineering nor traffic safety standpoint with the utility facilities in their present location. It is necessary that these utility facilities be removed, relocated, or adjusted as shown by the plans.

THEREFORE IT IS HEREBY ORDERED:

1. Certain utility facilities owned by the Company be removed, relocated, or adjusted as shown by the plans.
2. The Company shall accomplish the work by coordination with the contractor during project construction.
3. The removal, relocation, or adjustment of these utility facilities is to be coordinated with the Resident Engineer. The Company shall give the resident Engineer at least forty-eight (48) hours advance notice of intention to start work or to resume work subsequent to suspension. The resident engineer may be contacted at:

Megan Kautz, PE, Resident Engineer
Local Highway Technical Assistance Council (LHTAC)
3330 Grace Street
Boise, ID 83703
Phone: (208)-344-0565
Email: MKautz@lhtac.org

4. The Company shall verify with the Resident Engineer, prior to using road right-of-way being acquired for this construction project for relocation of utility facilities, that the City of Emmett has obtained right of access and construction activities are allowed on the property.
5. The Company shall provide traffic control consistent with the plans. During the progress of the utility work such barricades, lights, and other traffic control devices shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public. Barricades, lights, and other traffic control devices shall conform to the current issue of the Manual on Uniform Traffic Control Devices for Streets and Highways. Parked equipment and stored materials shall be as far from the traveled way

as feasible. Items left overnight within 30 feet of the travel way shall be marked and/or protected.

6. The Company shall indemnify, defend, and hold harmless the City of Emmett and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands arising from performance of this order.
7. The Company shall bear the cost and be responsible for repairing any damage caused by the work and shall be responsible for all of their actions. The City of Emmett shall bear no responsibility if any cause arises due to Company's actions.
8. The City of Emmett shall not be responsible for any costs associated with the Company's execution of these contemplated actions.
9. Commencement of activities contemplated in this Order shall constitute acceptance of terms.

Dated this ____ day of _____, 2019.

City of Emmett

By: _____

Mayor or Appointed Councilmember

Exhibit C

BOARD ORDER

from the City of Emmett

STC-7169 S Johns Ave, E 12th to E 4th St, Emmett
Project No. A013(493), Key No. 13493
Emmett, Idaho

IDAHO POWER ("Company"), having been informed of the project, executed a "Waiver of Hearing" on February 8, 2019, waiving its right to further written notice and opportunity for hearing under the provisions of Section 40-312(3), of the Idaho Code.

The City of Emmett finds:

Certain utility facilities owned by the Company are located within the construction limits of the proposed project. The construction of this project is neither feasible from an engineering nor traffic safety standpoint with the utility facilities in their present location. It is necessary that these utility facilities be removed, relocated, or adjusted as shown by the plans.

THEREFORE IT IS HEREBY ORDERED:

1. Certain utility facilities owned by the Company be removed, relocated, or adjusted as shown by the plans.
2. The Company shall accomplish the work by coordination with the contractor during project construction.
3. The removal, relocation, or adjustment of these utility facilities is to be coordinated with the Resident Engineer. The Company shall give the resident Engineer at least forty-eight (48) hours advance notice of intention to start work or to resume work subsequent to suspension. The resident engineer may be contacted at:

Megan Kautz, PE, Resident Engineer
Local Highway Technical Assistance Council (LHTAC)
3330 Grace Street
Boise, ID 83703
Phone: (208)-344-0565
Email: MKautz@lhtac.org

4. The Company shall verify with the Resident Engineer, prior to using road right-of-way being acquired for this construction project for relocation of utility facilities, that the City of Emmett has obtained right of access and construction activities are allowed on the property.
5. The Company shall provide traffic control consistent with the plans. During the progress of the utility work such barricades, lights, and other traffic control devices shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public. Barricades, lights, and other traffic control devices shall conform to the current issue of the Manual on Uniform Traffic Control Devices for Streets and Highways. Parked equipment and stored materials shall be as far from the traveled way

as feasible. Items left overnight within 30 feet of the travel way shall be marked and/or protected.

6. The Company shall indemnify, defend, and hold harmless the City of Emmett and its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands arising from performance of this order.
7. The Company shall bear the cost and be responsible for repairing any damage caused by the work and shall be responsible for all of their actions. The City of Emmett shall bear no responsibility if any cause arises due to Company's actions.
8. The City of Emmett shall not be responsible for any costs associated with the Company's execution of these contemplated actions.
9. Commencement of activities contemplated in this Order shall constitute acceptance of terms.

Dated this ____ day of _____, 2019.

City of Emmett

By: _____

Mayor or Appointed Councilmember



CITY OF EMMETT
PUBLIC WORKS DEPARTMENT

601 East 3rd Street
Emmett, Idaho 83617

Gordon Petrie, Mayor
Lyleen Jerome City Clerk
Jake Sweeten, Attorney
Michelle Welch – City Council President

Councilman: Mike Stout
Eltona Henderson
Shawn Alder
Steve Nebeker
Gary Resinkin

City of Emmett
Mayor Gordon Petrie
Emmett City Council

Wednesday, July 17, 2019

RE: “Approval of 12th Street Pathway Change Order #2, removal of two (2) solar Rapid Flashing Beacon’s from the project, in the amount of 24,000.00 with Mayor to sign.”

Mayor, City Council:

[X] Concur with approval of 12th Street Pathway Change Order #2, removal of two (2) solar Rapid Flashing Beacon’s from the project, in the amount of 24,000.00 with Mayor to sign.

Attached is the Change Order as Exhibit A.

I recommend the following motion: **“Motion to approve 12th Street Pathway Change Order #2, removal of two (2) solar Rapid Flashing Beacon’s from the project, in the amount of 24,000.00 with Mayor to sign.”**

Sincerely,

Clint Seamons
Superintendent of Public Works



Change Order

Owner:	City of Emmett	Change Order No.:	002
Project Name:	12 th Street Pathway	Project No.:	210022-046
Contractor:	Asphalt Driveways & Patching	Issued By:	J. Walker
Attention:	Clint Seamons	Date Issued:	7/16/2019

Reason for Change: Item 1: Solar RRFB's – Removal of the two (2) solar Rectangular Rapid Flashing Beacon's (RRFB's) from the project (one from original bid, and one added to the project as part of Change Order 1) at the Owner's request. Both furnishing materials and labor for installation is removed.

The Contract Documents are modified as follows upon execution of this Change Order: Removal of two (2) of item SP 108 – Solar Rectangular Rapid Flashing Beacon from project.

Attachments: None.

The Contract is changed as follows:

PR, RFI and / or WCD # (if applicable)	Description of Change	Change in Contract Amount
N/A	Removal of two (2) solar RRFB's from the project	\$ 24,000.00
	Original Contract Amount	\$ 182,514.00
	Net Change by Previous Change Order(s)	\$ 12,260.00
	Total Contract Amount Prior to this Change Order	\$ 194,774.00
	Net (decrease in Contract Amount this Change Order	\$ 24,000.00
	Revised Contract Amount	\$ 170,774.00
<p>The time provided for completion in the contract is unchanged. The revised date of Substantial Completion, therefore, is unchanged. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.</p>		

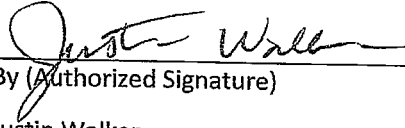
Keller Associates, Inc.

Engineer

131 SW 5th Ave

Meridian, Idaho, 83642

(Address)



By (Authorized Signature)

Justin Walker

(Printed Name)

7/15/19
Date

City of Emmett

Owner

601 E. 3rd Street

Emmett, ID 83617

(Address)

By (Authorized Signature)

(Printed Name)

Date

Asphalt Driveways and Patching

Contractor

PO Box 702

Nampa, ID 83653

(Address)



By (Authorized Signature)

Braden Miller
(Printed Name)

07/17/2019
Date



CITY OF EMMETT
PUBLIC WORKS DEPARTMENT

601 East 3rd Street
Emmett, Idaho 83617

Gordon Petrie, Mayor
Lyleen Jerome City Clerk
Jake Sweeten, Attorney
Michelle Welch – City Council President

Councilman: Mike Stout
Eltona Henderson
Shawn Alder
Steve Nebeker
Gary Resinkin

City of Emmett
Mayor Gordon Petrie
Emmett City Council

Wednesday, July 17, 2019

RE: “Approval of Agreement for Professional Services to Keller Associates, Inc for Emmett Hawthorn Lift Station Upgrades, in the amount of 18,500.00 with Mayor to sign.”

Mayor, City Council:

[X] Concur with approval of Agreement for Professional Services to Keller Associates, Inc for Emmett Hawthorn Lift Station Upgrades, in the amount of 18,500.00 with Mayor to sign.

Attached is the Agreement as Exhibit A.

I recommend the following motion: **"Motion to approve Agreement for Professional Services to Keller Associates, Inc for Emmett Hawthorn Lift Station Upgrades, in the amount of 18,500.00 with Mayor to sign."**

Sincerely,

Clint Seamons
Superintendent of Public Works

AGREEMENT FOR PROFESSIONAL SERVICES

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

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **Emmett Hawthorn Lift Station Upgrades** ("Project").

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

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

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

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of \$18,500 (Eighteen Thousand Five Hundred dollars) for Tasks 1-2 as described in Attachment A. Compensation for Tasks 3-5 will be determined at a future time.

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

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

OWNER: City of Emmett

Signature: _____

Name: Gordon W. Petrie

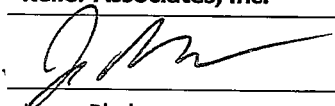
Title: Mayor

Address: 501 E Main St

Emmett, ID 83617

Date: _____

CONSULTANT: Keller Associates, Inc.

Signature:  _____

Name: James Bledsoe

Title: Principal

Address: 131 SW 5th Avenue, Suite A

Meridian, ID 83642

Date: 5-10-2019

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.

3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed \$1,000,000.

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A
for
Engineering Services
for Emmett Hawthorn Lift Station Upgrades

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

KA #210022
Scope and Budget

ARTICLE I. Scope of Work

Project Description

The City of Emmett desires to implement electrical, mechanical, structural, and yard piping improvements to the Hawthorn Lift Station. The primary objective of the upgrades is to upgrade the wet well - dry well existing lift station pumps and below grade vault configuration to a submersible style package system lift station and upgrade the electrical and control equipment. No changes are anticipated on the force main or influent pipelines except for the possible rerouting to the new wet well. The City will utilize its public works staff for construction of the project consequently no bidding documents or services will be provided by the Consultant. The project is anticipated to include the following items:

1. Demolition of lift pumping equipment, electrical, and mechanical equipment at lift station.
2. Demolition/abandonment of the existing below grade control room.
3. Rehabilitation of existing wet well verses installation of new wet well. New package lift station that includes duplex chopper-style submersible pumps with associated mechanical equipment.
4. New pump control, electrical, and SCADA equipment.
5. New pipe and fittings for permanent bypass pumping.
6. Provisions for temporary bypass pumping during construction.
7. New valve vault with isolation valves, check valves, and potentially a flow meter.

The following engineering services will be provided by the Consultant as part of this Agreement for Engineering Services.

Task 1: Project Management

- Provide project administration and regular progress reports.
- Coordinate with project stakeholders.

Deliverables:

1. Invoices

Task 2: Preliminary Engineering Report (PER)

Consultant will provide the following engineering services as part of the pre-design phase.

- **Kick-off Meeting:** The Consultant will attend a project kick-off meeting with City public works officials to discuss key design concepts, City goals and objectives, and project budget constraints.
- **Field Exploration Services:** The Consultant will review City records to review record data showing the location and size of existing lift station infrastructure and yard piping. Conduct site topographic survey including visible property pins adjacent to street right-of-way. Survey will include area 50-feet each side of existing lift station within the existing right-of-way.
- **Assess viability of above grade verses below grade electrical and control equipment.**
- **Assess viability of new automatic transfer switch with onsite generator verses quick connect for portable generator.** Owner will furnish the generator.
- **Develop conceptual site layout that references package lift station cut sheets.**
- **Compare historical and future flows from the 2016 wastewater collection system plan to the pump curve to establish design criteria for new lift station pumps.**
- **Prepare a preliminary engineering report (PER) in accordance with State Department of Environmental Quality (DEQ) requirements.**

Assumptions:

1. All work is to be within the existing right-of-way.
2. No flow monitoring is included.
3. No geotechnical exploration, potholing, or reports will be provided.
4. No environmental permitting.
5. Construction will be performed by the Owner.

Deliverables:

1. Draft PER (three hardcopies and digital PDF version)
2. Final PER (three hardcopies and digital PDF version)

Task 3: Final Design

- To Be Determined in the Future

Task 4: Bidding Support

- To Be Determined in the Future

Task 5: Construction Support

- To Be Determined in the Future

ARTICLE II. Compensation

The Consultant will be compensated a lump sum fee of Eighteen Thousand Five Hundred Dollars (\$18,500) for Tasks 1 and 2. Compensation for Tasks 3 through 5 will be determined at a future time.

Summary of Professional Services Fees

Task	Description	Billing	Budget/Fee
Task 1	Project Management	LS	\$1,600
Task 2	Preliminary Design	LS	\$16,900
Task 3	Final Design	LS	TBD
Task 4	Bidding Support	LS	TBD
Task 5	Construction Support	T&M	TBD
TOTAL ENGINEERING			\$18,500

ARTICLE III. Time Schedules - Description: Consultant will complete Tasks 1 and 2 within 120 days of receiving notice to proceed. A general project schedule is summarized below.

- Authorization to proceed from Owner May 2019
- Field exploration and preliminary design (PER) May – August 2019
- Final design TBD
- Construction bidding TBD
- Construction TBD
- Project completion TBD

ARTICLE IV. Services Provided by the OWNER

The following services/items will be provided by the Owner and is not included in the Consultant scope and compensation outlined above.

- Utility locates
- Potholing and geotechnical exploration (if needed)
- Access to records and mapping
- Input on line size, location, fittings, pump capacity needs



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

Gordon Petrie, Mayor
Lyleen Jerome City Clerk
Jake Sweeten, Attorney
Michelle Welch – City Council President

Councilman: Mike Stout
Eltona Henderson
Shawn Alder
Steve Nebeker
Gary Resinkin

City of Emmett
Mayor Gordon Petrie
Emmett City Council

Wednesday, July 17, 2019

RE: “Approval of Agreement for Professional Services to Keller Associates, Inc for Emmett WWTP Preliminary Design for Influent Screen Improvements, in the amount of \$21,400.00 with Mayor to sign.”

Mayor, City Council:

[X] Concur with approval of Agreement for Professional Services to Keller Associates, Inc for Emmett WWTP Preliminary Design for Influent Screen Improvements, in the amount of \$21,400.00 with Mayor to sign.

Attached is the Agreement as Exhibit A.

I recommend the following motion: **"Motion to approve Agreement for Professional Services to Keller Associates, Inc for Emmett WWTP Preliminary Design for Influent Screen Improvements, in the amount of \$21,400.00 with Mayor to sign."**

Sincerely,

Clint Seamons
Superintendent of Public Works

AGREEMENT FOR PROFESSIONAL SERVICES

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

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **Emmett WWTP Preliminary Design for Influent Screen Improvements** ("Project").

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

SCOPE: Consultant's services under this Agreement are described in Attachment A.

SCHEDULE: The Agreement shall commence on the above written date. While Consultant anticipates completing its services as shown in Attachment A, it is understood that the schedule is dependent on tasks outside of the control of the Consultant and as such contract adjustments may be necessary to accommodate unanticipated schedule changes.


COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of \$21,400 (Twenty-One Thousand Four Hundred dollars) for Tasks 1-2 as described in Attachment A.

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

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

OWNER: _____
Signature: _____
Name: _____
Title: _____
Address: _____
Date: _____

CONSULTANT: Keller Associates, Inc. _____
Signature:  _____
Name: James Bledsoe
Title: Principal
Address: 131 SW 5th Avenue
Meridian, ID 83642
Date: July 11, 2019

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

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

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

11. **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

ATTACHMENT A
for
Preliminary Design Services
for the Emmett WWTP Influent Screen Improvements

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

KA #210022-051
Scope and Budget

INTRODUCTION

The City of Emmett desires engineering services to complete construction documents for the purchase and install of a second influent fine screen in the existing headworks building. This will involve specifying a new fine screen, removing the existing coarse screen, and making modifications for the new fine screen to be installed in the existing channel, including potential structural, mechanical, electrical and control modifications -- the extent of which will be determined by the preliminary design phase.

The Engineering Services to be provided by Keller Associates ("Consultant") for the City of Emmett, ID ("Owner/City") are described below in the scope of work.

SCOPE OF WORK

Task 1: Project Management and Meetings

Consultant Responsibilities

1. Provide general project administration services including contract administration, monthly invoicing, occasional progress reports, and internal project administration. Progress reports will describe services completed for each task, and identify needs for additional information, reviews, or changes to the scope and budget (if applicable).
2. Prepare for and attend up to two project meetings with City staff. The purpose of the meetings will be to review improvement evaluations and select the preferred alternative.

City Responsibilities

1. Provide meeting space for all project meetings.

Deliverables

1. Project updates and monthly invoices.
2. Project meeting agendas and minutes.

Task 2: Fine Screen Preliminary Design and Procurement Support

Consultant Responsibilities

1. Prepare request for information.
2. Review screen information.
3. Prepare a draft preliminary engineering report (PER) that includes:

- a. Reference to the approved facility plan.
 - b. Design criteria for the proposed project.
 - c. Process evaluation and major equipment selection of the new influent screen.
 - d. List of project construction constraints.
 - e. Preliminary concept plans and process and instrumentation diagrams.
 - f. A design requirement summary for civil, structural, heating, ventilation and air conditioning, plumbing, electrical, and instrumentation and controls, as applicable.
 - g. Permitting requirements.
 - h. Opinion of probable cost.
4. Once the City's comments are addressed, Consultant shall submit the final PER to the Idaho Department of Environmental Quality (DEQ) for agency review.
 5. Respond to DEQ comments on the PER.
 6. Assist the City by recommending manufacturers.
 7. Provide influent screen technical and bidding specifications to assist the City in procuring the influent screen. It is assumed that quotes will be requested from three or more companies which will be led by the Owner. A public bidding process will not be utilized.
 8. Review the proposals and make a recommendation for award.
 9. Review the influent screen submittal provided by the successful bidder. The budget assumes no more than two submittal reviews.

City Responsibilities

1. Use technical and bidding specifications furnished by Consultant to solicit quotes from three or more companies for screen and provide copies to Consultant.
2. Review and comment on Consultant deliverables and influent screen quote in a timely manner, including providing legal and risk assessment review.
3. Issue the notice of award and execute equipment purchase contract documents.

Deliverables

1. Request for information.
2. Preliminary Engineering Report (PER).
3. Influent screen technical and bidding specifications.
4. Recommendation for fine screen notice of award.
5. Review of manufacturer influent screen equipment submittal.

Task 3: Final Design and Construction Engineering (Future)

The scope of work and compensation for these tasks will be determined at a future time.

COMPENSATION

Consultant shall be compensated a lump sum fee of \$21,400 for Tasks 1 and 2. A breakdown of these costs is presented in Table 1.

TABLE 1: SUMMARY OF COMPENSATION

Tasks	Total Task Amount
Task 1: Project Management and Meetings	\$5,380
Task 2: Fine Screen Preliminary Design and Procurement	\$16,020
Task 3: Final Design and Construction Engineering (Future)	TBD
Total Contract Amount	\$21,400

SCHEDULE

Tasks 1 and 2 are anticipated to be completed in two months from the date of receiving a signed agreement.



Business Associate:

MBA Administrators
830 N Main Street, Ste 200
Meridian, Idaho 83642

Covered Entity:

CITY OF EMMETT
501 E. Main Street
Emmett, ID 83617

Dated: 3/19/2019

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into as of the date set forth above, by and between MBA Administrators ("Business Associate") and the Covered Entity indicated above as a plan sponsor ("Company").

Whereas, Covered Entity is a group health plan as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

Whereas, Business Associate has been retained by the Covered Entity to perform functions or activities on behalf of the Covered Entity that requires that the Business Associate have access to Protected Health Information.

Whereas, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule and HITECH.

Whereas, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, therefore, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Definitions.

- 1.1 **"Breach"** shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the HIPAA Privacy Rule that compromises the security or privacy of the Protected Health Information as defined, and subject to the exceptions set forth, in 45 CFR § 164.402.
- 1.2 **"Business Associate"** shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity listed above.
- 1.3 **"Covered Entity"** shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity listed above.
- 1.4 **"Electronic Protected Health Information" or "ePHI"** shall mean Protected Health Information that is transmitted or maintained in Electronic Media, and as used in 45 CFR § 160.103.
- 1.5 **"HHS"** means the United States Department of Health and Human Services.
- 1.6 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by the HITECH Act and its implementing regulations, as each is amended from time to time.
- 1.7 **"HITECH"** shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 "ARRA"), called the Health Information Technology for Economic and Clinical Health ("HITECH") Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services ("DHHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to protect the privacy and security of protected health information ("PHI").
- 1.8 **"Individual"** shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.9 **"Plan"** means the group health plan(s) sponsored by Company, to which the services provided by Business Associate relate, and with respect to which Business Associate creates or receives PHI.
- 1.10 **"Privacy Rule"** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

- 1.11 **"Protected Health Information"** or **"PHI"** shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.12 **"Required By Law"** shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- 1.13 **"Secretary"** means the Secretary of the Department of Health and Human Services or his designee.
- 1.14 **"Security Incident"** shall have the same meaning as the term "security incident" in 45 CFR § 164.304.
- 1.15 **"Security Rule"** means the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162, and 164.

2. Business Associate's Obligations and Responsibilities.

- 2.1 Use and Disclosure. Business Associate agrees to not use or further disclose PHI except as permitted or required by the Agreement or as Required By Law.
- 2.2 Safeguards. Business Associate agrees to use appropriate safeguards, consistent with applicable law including the HIPAA Security Rule with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this Agreement.
 - 2.2.1 Additional Safeguards for ePHI. Business Associate shall use administrative, physical, and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement and to reasonably and appropriately protect the confidentiality, integrity and availability of any ePHI that Business Associate may create, receive, maintain or transmit on behalf of the Covered Entity.
- 2.3 Reporting. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement or any security incident of which it becomes aware involving PHI of the Covered Entity.
- 2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 2.5 Subcontractors. Business Associate agrees to ensure that any agent, including a subcontractor or independent contractor, performing services under the Agreement who receive, create, maintain, or transmit PHI on behalf of the Business Associate, agree to the same restrictions and conditions that apply to Business Associate with respect to PHI.
- 2.6 Privacy Rule. To the extent Business Associate is to carry out Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such obligations. Business Associate also agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic protected health information in a secure manner, as required under federal law.
- 2.7 Access. Business Associate agrees to provide access to PHI in a Designated Record Set in the time and manner designated by Company (upon reasonable notice and during normal business hours) to Company or to an Individual if so directed by Company, in order to meet the requirements under 45 CFR § 164.524.
- 2.8 Amendments to PHI. Business Associate agrees to timely make any amendment(s) to PHI in a Designated Record Set that Company directs or agrees to pursuant to 45 CFR § 164.526 at Company's request or an Individual's request.
- 2.9 Timely Response. Business Associate agrees to provide to Company or an Individual, in a timely manner, information collected in accordance with this Agreement, to permit Company to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 2.10 Internal Records. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI available to Company, or, at Company's request, available to the Secretary, in the time and manner designated by Company or the Secretary, for purposes of the Secretary determining Company's compliance with the Privacy and Security Rules.
- 2.11 Documentation of Disclosures. Business Associate agrees to document such disclosures of PHI (other than disclosures made for payment, treatment and healthcare operation purposes and disclosures made pursuant to an Individual's authorization) and information related to such disclosures necessary to allow Company to timely respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 2.12 Material Breach. Business Associate acknowledges that if it becomes aware of a pattern of activity or practice by Covered Entity, or any other Business Associate, that constitutes a material breach or violation of this Agreement but fails to cure the breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.
- 2.13 Audits. Business Associates acknowledges that it is subject to compliance audits by HHS Office of Civil Rights.

- 2.14 Breach Notification. Business Associate acknowledges that, in the event of any unauthorized acquisition, access, use or disclosure of PHI, Business Associate shall fully comply with the breach notification requirements, including any and all regulations which have been or may be promulgated.
- 2.15 Penalties. Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule and HITECH.

3. Permitted Uses and Disclosures by Business Associate.

- 3.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy & Security Rule if done by Covered Entity.
- 3.2 Specific. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI as follows:
- 3.2.1 Business Associate may use PHI for its proper management and administration or to carry out its legal responsibilities.
- 3.2.2 Business Associate may disclose PHI for its proper management and administration if the disclosure is Required By Law or if Business Associate obtains reasonable assurances from the recipient that the information will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the recipient, and the recipient agrees to notify Business Associate of any instances of which it is aware where the confidentiality of the information has been breached.

4. Obligations of the Company.

- 4.1 Plan Amendment and Certification. Company and the Plan acknowledge that the Privacy Rules allow the Plan to permit Business Associate to disclose or provide access to PHI to Company only (a) when the disclosure is authorized by the Individual, or (b) if the Plan document provides for the required and permitted uses and disclosures of PHI. If Company desires to receive PHI from Business Associate, Company represents and warrants that the Plan documents contain all required information.
- 4.2 Plan Document. Company acknowledges that the Privacy Rules allow the Plan to permit Business Associate to disclose or provide access to PHI only to those Company employees or other persons described by name or position in the Plan documents. If Company desires to receive PHI from Business Associate, Company shall provide a copy of the Plan document or the relevant provisions to Business Associate and a copy of any amendment affecting those provisions.
- 4.3 Notice of Privacy Practices. Company shall provide Business Associate with its Notice of Privacy Practices in accordance with 45 CFR 164.520, and any changes to such notice.
- 4.4 Individual's Permission. Company shall provide Business Associate with any changes in, or revocation of, an Individual's permission to use or disclose PHI, if the change or revocation affects Business Associate's permitted or required uses and disclosures.
- 4.5 Notification of Restrictions. Company shall notify Business Associate of any restriction to the use or disclosure of PHI to which Company has agreed pursuant to 45 CFR § 164.522.
- 4.6 Permissible Requests by the Company. Company shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Company.

5. Term and Termination.

- 5.1 Term. The term of this Agreement shall commence as of the Effective Date (as defined above), and shall terminate when all of the PHI provided by Company to Business Associate, or created or received by Business Associate on behalf of Company, is destroyed or returned to Company, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 5.2 Termination for Cause. Upon Company's knowledge of a material breach by Business Associate, Company may, in its sole discretion, either (a) provide Business Associate with an opportunity to cure the breach and then terminate this Agreement if Business Associate does not cure the breach within time period specified by the Company or (b) terminate this Agreement immediately.
- 5.3 Treatment of PHI after Termination. Upon termination of this Agreement for any reason, Business Associate shall (a) return all PHI to Company (or to another entity designated by Company) in a form acceptable to Company and certify in writing to Company that it has done so, (b) destroy all PHI and certify that it has done so, or (c) if neither (a) nor (b) is feasible, maintain PHI and records relating to Business Associate's use or disclosure of PHI for a period

of time following the date of termination sufficient to allow Company to comply with the Privacy Rule (or a longer period if agreed in writing). In the case of (c), Business Associate shall extend the protections of this Agreement to the PHI in its possession, limit further uses and disclosures of PHI to its obligations under Sections 2.6, 2.7, 2.8 and 2.9 and any other purposes that make return or destruction infeasible, and, once the required or agreed-upon period of time has elapsed, destroy the PHI and certify in writing to Company that it has done so. PHI in the possession of Business Associate's subcontractors or agents must be returned or destroyed according to (a) or (b) above. After termination, Business Associate shall not retain any copies of PHI except as otherwise permitted by this Section 5.3. This Section 5.3 shall survive termination of this Agreement for so long as Business Associate continues to have PHI in its possession.

- 5.4 Effective Date. The effective date of this Agreement (the "Effective Date") shall be the later of (a) the effective date of the underlying Agreement or (b) April 14, 2003.

6. Miscellaneous.

- 6.1 Indemnification. Business Associate shall release, indemnify and hold harmless Company from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, arising out of Business Associate's failure to perform its obligations under this Agreement. Company shall release, indemnify and hold Business Associate harmless from and against any claims, fee, and costs, including without limitation, reasonable attorneys' fees and costs, which are related to Company's alleged improper use or disclosure of PHI.
- 6.2 Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as in effect or as amended, and for which compliance is required.
- 6.3 Governing Law. This Agreement shall be enforced and construed in accordance with the laws of the State of Idaho.
- 6.4 Survival. The respective rights and obligations of Business Associate under Sections 2, 3 and 4 of this Agreement shall survive the termination of this Agreement and/or the underlying Agreements, as shall the rights of access and inspection of Business Associate by Company.
- 6.5 Amendment. The parties acknowledge that this Agreement is designed to comply with the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191 and HITECH. The parties agree to take such action as is necessary to amend this Agreement from time to time to comply with any changes that may occur to these laws or regulations. However, no amendment shall be deemed valid unless signed by both parties.
- 6.6 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Company to comply with the Privacy and Security Rules.
- 6.7 Material Breach. Notwithstanding anything in this Agreement to the contrary, if the Company knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of this Agreement then the parties must take reasonable steps to cure the violation. In the absence of a cure reasonably satisfactory, either unsuccessful, ineffective or not feasible, to the Company, then the Company may terminate this Agreement upon written notice to the Business Associate, if feasible, and if not feasible, shall report the violation to the Secretary of HHS.
- 6.8 Assigns. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- 6.9 Third Party Beneficiaries. Nothing express or implied in this Agreement shall be deemed to create any rights or remedies in any third party.
- 6.10 Compliance. The terms of this Agreement to the extent they are unclear, shall be construed to allow for compliance by Covered Entity with HIPAA and the HITECH Act. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event Covered Entity believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HIPAA, Covered Entity shall notify Business Associate in writing.

This Agreement, together with the Underlying Services Agreement, constitutes the entire agreement of the Parties relating to Business Associate's use or disclosure of Protected Health Information.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, as of the date listed above.

Covered Entity:
CITY OF EMMETT

Business Associate:
MBA ADMINISTRATORS

By: _____

By: _____

Name: _____

Name: Susie Brocke

Title: _____

Title: Partner

LEGAL NOTICE
CITY OF EMMETT, IDAHO
Treasurer Financial Report for Quarter Ending June 2019

FUND	BUDGET	YEAR TO DATE		%of ANNUAL BUDGET	
		Receipts	Expenditures	Receipts	Expenditures
General Fund	\$ 2,506,379.00	\$ 1,868,610.21	\$ 1,837,851.91	75%	73%
Personnel			\$ 1,097,390.66		
Insurance			\$ 239,824.41		
Capital Outlay			\$ 500,636.84		
Street Fund	\$ 514,476.00	\$ 696,141.87	\$ 469,411.30	135%	91%
Personnel			\$ 135,341.82		
Insurance			\$ 33,705.84		
Capital Outlay			\$ 300,363.64		
Library Fund	\$ 238,530.00	\$ 160,166.86	\$ 178,599.35	67%	75%
Personnel			\$ 101,395.65		
Insurance			\$ 13,097.74		
Capital Outlay			\$ 64,105.96		
Cemetery	\$ 117,696.00	\$ 68,475.56	\$ 76,522.47	58%	65%
Personnel			\$ 46,960.51		
Insurance			\$ 8,460.07		
Capital Outlay			\$ 21,101.89		
Perpetual Care	\$ 2,600.00	\$ 3,051.73	\$ 0		
TOTAL	\$ 3,379,681.00	\$ 2,796,446.23	\$ 2,562,385.03	83%	75%
Enterprise Funds: Water/Sewer/Sanitation					
Water	\$ 1,733,400.00	\$ 1,207,937.36	\$ 955,919.46	70%	55%
Personnel			\$ 312,274.13		
Insurance			\$ 74,321.04		
Capital Outlay			\$ 418,783.18		
Bond Repayment			\$ 150,541.11		
Sewer	\$ 2,114,800.00	\$ 1,658,394.49	\$ 926,350.03	78%	44%
Personnel			\$ 283,796.07		
Insurance			\$ 71,137.81		
Capital Outlay			\$ 377,955.30		
Bond Repayment			\$ 193,460.85		
Sanitation	\$ 529,230.00	\$ 423,621.96	\$ 421,606.17	80%	80%
Personnel			\$ 37,136.80		
Insurance			\$ 5,406.01		
Capital Outlay			\$ 379,063.36		
Other	\$ 2,650.00	\$ 14,485.75	\$ 3,658.75		
TOTAL	\$ 7,759,761.00	\$ 6,100,885.79	\$ 4,869,919.44	79%	63%

Citizens are invited to inspect the detailed supporting records of the above financial statement.

City of Emmett is an Equal Opportunity Employer

Lyleen Jerome, City Clerk/Treasurer



CITY OF EMMETT

Office of the City Clerk

501 East Main Street
Emmett, Idaho 83617

Gordon Petrie, Mayor
Lyleen Jerome, Clerk
Jake Sweeten, Attorney

Council President: Michelle Welch
Councilmen: Shawn Alder
Eltona Henderson
Steve Nebeker
Gary Resinkin
Mike Stout

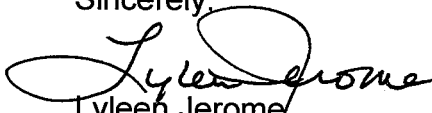
City of Emmett
Mayor Gordon Petrie
Emmett City Council

Tuesday, July 17, 2019

RE: Tentative Approval of 2019-2020 Budget

I recommend the following motion: **"Motion to "Tentatively Approve" proposed 2019-2020 Fiscal Year Budget in the amount of \$8,412,124 and to publish legal notice for Public Meeting to be held August 13, 2019"**

Sincerely,


Lyleen Jerome
City Clerk/Treasurer

ORDINANCE NO. O2019-03

AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING CITY CODE TITLE 4, CHAPTER 1, SECTION 9: FIRE TRUCK CAPITAL IMPROVEMENT FUND TO THE FIRE DEPARTMENT CAPITAL IMPROVEMENT FUND.

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

- I. City Code Section 4-1-9: FIRE TRUCK CAPITAL IMPROVEMENT FUND, is amended by interlineations and additions to read as follows:

“4-1-9: ~~FIRE TRUCK~~ DEPARTMENT CAPITAL IMPROVEMENT FUND:

- A. The Emmett City Council hereby creates and establishes a separate fund or account that shall be known as the Fire ~~Truck~~ Department Capital Improvement Fund.
- B. All funds that are budgeted for the Fire ~~Truck~~ Department Capital Improvement Fund shall be appropriated and used solely for the ~~purchase of a fire truck for~~ Fire Department of the City of Emmett and for no other purpose.”

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

Passed by City Council on the ____ day of _____, 2019.

Approved by the Mayor on the ____ day of _____, 2019.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. O2019-08

AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 1, CHAPTER 5, SECTION 7: SALARIES; ESTABLISHING NEW ANNUAL SALARIES OF THE MAYOR AND COUNCIL MEMBERS.

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

- I. Section 1-5-7: SALARIES, is amended by interlineations and additions to read as follows:

1-5-7: SALARIES:

The salaries of the mayor and of the members of the Emmett city council shall be as follows:

- A. Commencing January 1, ~~2008~~ 2020, the mayor shall receive an annual salary in the sum of ~~eighteen~~ twenty-seven thousand dollars (~~\$18,000.00~~ \$27,000.00). The mayor shall receive the same employee benefits as all full time city employees, except for the accrual of vacation or sick leave, and any other benefits as directed by the city council.
- B. Commencing January 1, ~~2008~~ 2020, each member of the council shall receive a monthly salary in the sum of ~~five~~ seven hundred fifty dollars (~~\$500.00~~ \$750.00); the members of the council shall receive the same employee benefits as all full time city employees, except for the accrual of vacation or sick leave, and any other benefits as directed by the city council; and
- C. Whenever any member of the council assumes the office of mayor during his absence, such councilman shall receive an additional seventeen dollars (\$17.00) per diem while so acting.
- II. This ordinance shall take effect and shall be in force from and after its passage, approval and publication as required by law.

Passed by City Council on the ____ day of _____, 2019.

Approved by the Mayor on the ____ day of _____, 2019.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE #O2019-09

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

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

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

WHEREAS, the Zoning Commission of the City, pursuant to public notice as required by law and as required by Section 67-6525 of the Idaho Code and the City ordinances held a public hearing on May 6, 2019, at 6:00 o'clock p.m., to consider annexation and zoning classification for approximately 4.341 acres of property located on the southeast corner of State Highway 16 and S. Johns Avenue, including the 66 foot right of way of S. Johns Avenue westerly adjacent of such property along S. Johns Avenue, all of which is more particularly described in Exhibit A (legal description) and Exhibit B (map) that are attached hereto, and recommended to the Mayor and Council as follows: that the portion of the property to be annexed that is described in Exhibit A be annexed under the (C), Commercial zoning classification in the (MX)Mixed-Use overlay district;

WHEREAS, the Emmett City Council, pursuant to public notice as required by law, held a public hearing on June 25, 2019, at 7:00 o'clock p.m., on the annexation and the proposed zoning for the real property described in Exhibit A (legal description) and Exhibit B (map), as required by Section 67-6525 of the Idaho Code and the City ordinances;

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

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

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

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

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

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

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

Section 4: The zoning land use classification of the lands described in Exhibit A is hereby classified C, Commercial

located in the MX, Mixed Use Overlay District, as provided by the Zoning Ordinance of the City. The Comprehensive Plan and Zoning Map of the City are hereby amended to include the real property described in Exhibit A in the C, Commercial District located in the MX, Mixed Use Overlay District.

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

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

PASSED by the City Council this ____ day of _____, 2019.

APPROVED by the Mayor on the ____ day of _____, 2019.

MAYOR

ATTEST:

City Clerk

Exhibit A



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Annexation Legal Description

A parcel of land located in the SW1/4 NW1/4 of Section 17 and the SE1/4 NE1/4 of Section 18, Township 6 North, Range 1 West of the Boise Meridian, Gem County, Idaho, more particularly described as follows:

COMMENCING at the W1/4 corner of said Section 17, marked by a brass cap/RMB 878, from which the northwest corner of said Section 17, marked by a brass cap/RMB 878, bears North 00°26'43" East, 2640.04 feet;

Thence North 00°26'43" East, coincident with the west line of the NW1/4 of said Section 17, a distance of 1320.02 feet to the N1/16 corner common to Sections 17 and 18, marked by a brass cap/illegible and the **POINT OF BEGINNING**;

Thence South 89°25'54" East, coincident with the north line of the SW1/4 NW1/4 of said Section 17, a distance of 986.45 feet;

Thence South 50°04'52" West, 300.55 feet;

Thence South 40°29'47" West, 20.89 feet;

Thence North 89°25'13" West, 777.01 feet to the westerly right of way line of S. Johns Avenue;

Thence North 00°26'43" East, coincident with said westerly right of way line, 211.01 feet;

Thence South 89°25'54" East, coincident with the prolongation of said north line of the SW1/4 NW1/4 of Section 17, a distance of 33.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 4.341 acres, more or less.

BASIS OF BEARINGS for this legal description is North 00°26'43" East, between the W1/4 corner and the northwest corner of Section 17, T. 6 N., R. 1 W., B.M.

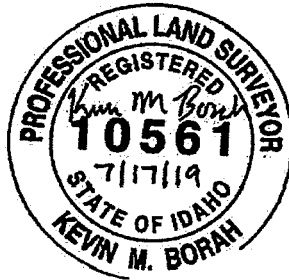
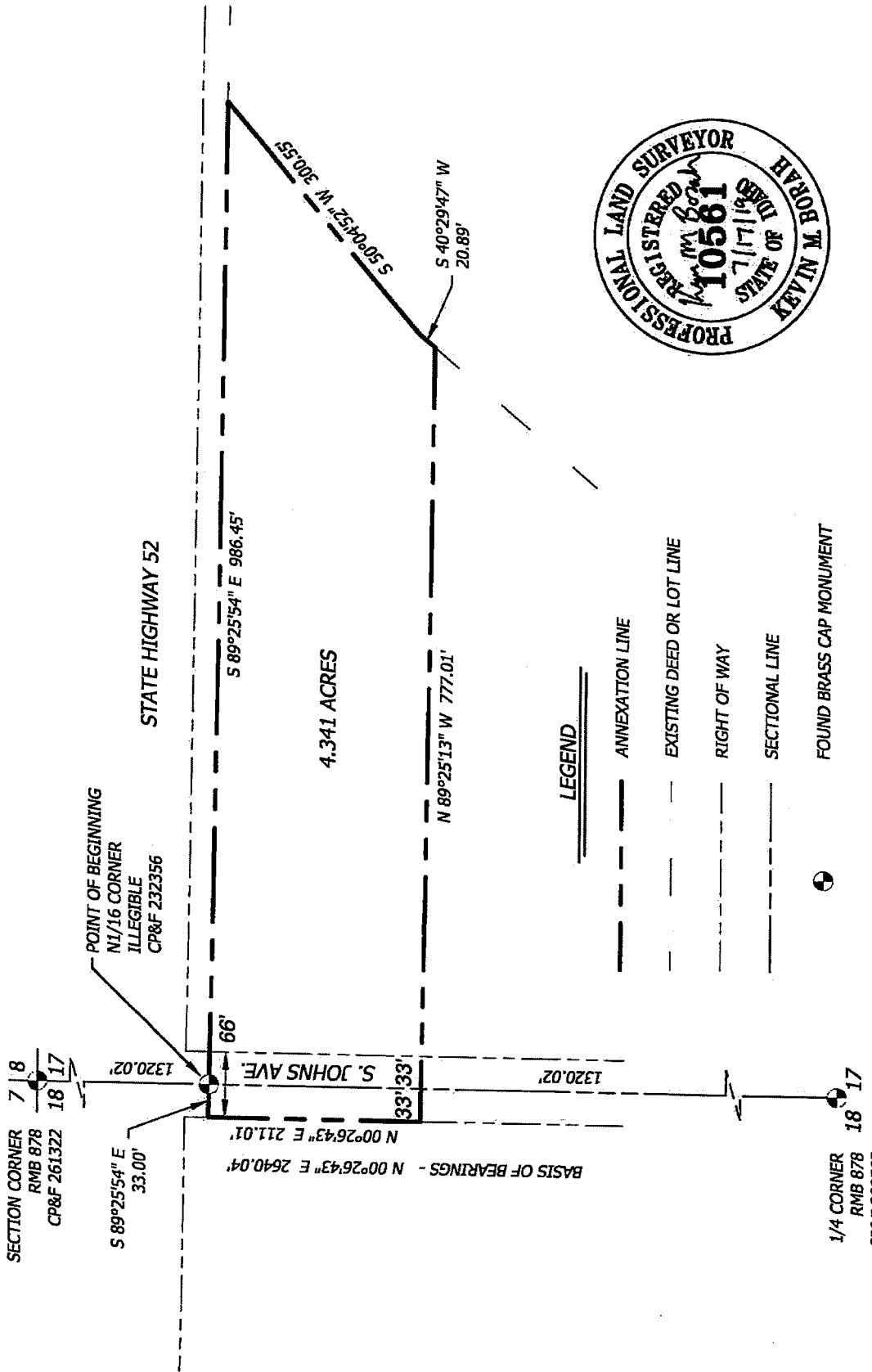


Exhibit B



PROJECT: ANNEXATION EXHIBIT SW1/4 NW1/4 OF SECTION 17 & THE SE1/4 NE1/4 OF SECTION 18 T. 6 N., R. 1 W., B.M. GEM COUNTY, ID	OWNER/DEVELOPER: BLUE PEAK ENGINEERING	DWG # 19011-AN
	DATE: 7/2019	PROJECT # 19011
		SHEET 1 OF 1

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

City's Strategic Pillars
7/23/19

- 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. 15%**
- Update outdated city ordinances, **implement new ordinance**-----80% zoning and building only.
- Obtain accessibility inspector certification for ADA compliance----40%
- Create ADA transition plan to evaluate all City owned buildings and property. 95%
- Certified Floodplain Manager 75%

Expenditures requiring authorization from higher and purpose of expenditure

- None

Current Projects

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. Drafting ordinance to allow placement of tiny homes. This amendment has been approved by the State of Idaho Building Code Board and will go in to the Legislature in January 2018.
4. Re-writing Area of Impact Agreement between City of Emmett and Gem County.
5. Started a draft Oil and Gas Ordinance. Draft is done. Working on revisions
6. Ordinance revision to allow Manufactured Homes in an R-1 zone without a variance. Draft is done.
7. Revisions to rubbish ordinance.
8. Working with County to finalize Area of Impact Map boundary reduction.
9. June 2019: Total permits = 23, New house = 8, - Hangars = 0, Manufactured Home = , Fees Collected: \$ 14,895.03
10. Airport Planning for the future.
11. Reviewing Draft Sewer and Water Late-comers Policy
12. Zoning Applications:
 - Annexation application Hwy 16 and S. Johns, southeast corner—**Approved, Now drafting Ordinance**
 - Special Use Permit- Residence in Commercial Zone
 - Vacation Application- Joseph Lanham

Plan for next 30 days

13. Convert our building permit software over to Black Mountain: Partially complete
14. Continue with Building, ADA, and Floodplain webinars
15. Review Economic Development chapter of comp. plan
16. Review Community Design chapter of comp. plan
17. Review Education Chapter of comp. plan
18. Working with Gem County to set up meeting date for Flood plain community meeting. Meeting is tentatively scheduled for September 17, 2019. Location TBD

Training

-

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

City's Strategic Pillars

07-18-19

- 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

Clerk's Goals this Budget Year

- Employee Health Insurance Renewal- Costs/Coverage
- Establish an Asset Management Document for each Department
- Explore additional investment opportunities for a higher yield on funds
- Set up electronic files for permanent documents (resolutions, ordinances, ect.)
- Increase ACH (Direct Pay) 10% or 30 Clients

Expenditures requiring authorization / purpose of expenditure

- None

Training

- NOMAD training with staff

Accomplishments since last report

- All employee signed up for IIIA Insurance
- Held an "All Employee Meeting" with IIIA Agency to review health insurance policy and answer employee questions
- Deputy Clerk attended AIC Annual Conference Training
- Increased ACH (Direct Pay) from 358 in June to 371 in July
- Completed June Financials and Bank Reconciliation
- Signed Contract with Access Idaho – going live August 1st
- Presented 2019-2020 Tentative Balanced Budget to Council
- Had Meeting with Integra Paperless Business Solutions on Scanning Permanent Records
- Changed PERSI rates on payroll and updated New Insurance Rates on employee profiles

Plan for next 30 days

- Finalize Bankcard payment processing on fee income
- Set up Permitting Module with Public Works and Black Mountain
- Promote ACH (Direct Pay) and increase client participation by 10 clients each month
- Get cost analysis from Integra on scanning records
- Submit Tentative budget to Messenger Index for Budget Hearing Publication
- Review Gem County Dispatch Funding Agreement with the Fire and Police departments
- Deputy Clerk to attend Weinhoff Drug Certification Class on July 23, 2019
- Cross Train Deputy Clerk on Clerk financial responsibilities
- Submit Notice of Candidate filing deadline to Messenger Index for publication



City of Emmett, Idaho

Monthly Financial Report

June 2019

OUR CASH...

Account Balances

GENERAL FUND –	
Cash & Investments	\$ 2.086M
STREET FUND –	
Cash & Investments	\$ 446,232
Investments	\$ 138,850
Cash	\$ 307,381
LIBRARY FUND –	
Cash & Investments	\$ 179,209
Investments	\$ 167,931.
Cash	\$ 11,377
CEMETERY FUND –	
Cash & Investments	\$ 84,872
INVESTMENTS	\$ 54,241
CASH	\$ 30,631
PERPETUAL CARE FUND –	
CASH & INVESTMENTS	\$ 82,429
INVESTMENTS	\$ 72,509
CASH	\$ 9,920
WATER FUND –	
Cash & Investments	\$ 3.287M
Investments	\$ 2.778M
Bond Payment Reserve	\$ 268,709
Cash	\$ 203,955
SEWER FUND –	
Cash & Investments	\$ 4.536M
Investments	\$ 3.238M
Bond Payment Reserve	\$ 964,394
Cash	\$ 333,290
SANITATION FUND –	
Cash & Investments	\$ 149,761

OUR CASH FLOW..... BUDGET VS. ACTUAL

GENERAL FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget	\$2,506,379		
Revenues to Date	\$ 1,868,610		75%
Expenditures to Date	\$ 1,837,851		73%

Road & STREET FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget	\$ 514,476		
Revenues to Date	\$ 696,141		135%
Expenditures to Date	\$ 469,411		91%

LIBRARY FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget	\$ 238,530		
Revenues to Date	\$ 160,166		67%
Expenditures to Date	\$ 178,599		75%

CEMETERY FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget	\$ 117,696		
Revenues to Date	\$ 68,475		58%
Expenditures to Date	\$ 76,522		65%

WATER FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget	\$1,733,400		
Revenues to Date	\$ 1,207,937		70%
Expenditures to Date	\$ 955,919		55%

SEWER FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget	\$2,114,800		
Revenues to Date	\$ 1,658,394		78%
Expenditures to Date	\$ 926,350		44%

SANITATION FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget	\$ 529,230		
Revenues to Date	\$ 423,621.		80%
Expenditures to Date	\$ 421,606		80%

SPECIFIC REVENUES COLLECTIONS AT A GLANCE...

PROPERTY TAX COLLECTIONS

Budget	\$1,725,821		
Revenues to Date	\$ 1,126,265		66%

STATE SHARED REVENUES COLLECTIONS

Budget	\$ 263,935		
Revenues to Date	\$ 270,744		103%

BUILDING PERMIT REVENUES COLLECTIONS

Budget	\$ 35,000		
Revenues to Date	\$ 62,254		178%

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)
- With adequate infrastructure for growth

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

- Coordinate the fit of all service support functions: maintenance/repair, quality control and technical support. (80% 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)
- Provide a business inspection program that educates so that in each iteration high standards will be enforced, thus making our community safer. (10% of completion)
- Provide a positive work environment thus keeping well-trained and motivated firefighters for at least five year tours. (38% of completion)

Expenditures requiring authorization from higher and purpose of expenditure

No less than Top Ten Accomplishments since last report

- Working to get last deployment \$\$\$ from Idaho State
- Hung banners for Cherry Festival
- Extractor Installed
- Attempted to help a resident with concerns with her neighbor and accumulation of trash
- Helped a property/business owner with access questions
- Attempted to help a home owner with questions regarding her neighbor encroaching on her property
- Helped a property owner mitigate an oil storage container on their property
- Set up a system for radio battery rotation & replaced multiple radio batteries
- Had the seat fixed and battery replaced in the Dodge 1500
- Researching through VFIS a LOSAP program for the Emmett Firefighters
- Obtained radio quotes for a possible grant
- Requested 6 more SCBA masks and approved for a new RIT pack
- Requested a hot wash from a potential Hazmat that could have effected Valor Health
- Cleaned bays and engines after concrete project was completed
- Inspected the Cherry Festival food booths for fire safety compliance
- Worked on resolving reporting problem with NIFRS and Idaho State Bridge- Looking at changing the reporting software
- Uploaded all info into NIFRS
- Coordinating Firework stand locations and inspection criteria
- Researched questions for Mike Smith regarding Alarm panel and Black Canyon School
- Received payment for the Woosley Fire
- Hung the banners for the quilt show and judged the quilts
- Flag Day Color Guard presentation
- Provided light entertainment for the Mayor's Breakfast highlighting the inspection process
- Participated in the Kids' Parade for Cherry Festival
- Two firefighters participated in the Hose Competition at Cherry Festival
- Cherry Festival Parade with 3 engines
- Picked up new RIT pack
- Surplussed SCBAs and bottles to Cascade Fire
- Inspected Fireworks stands x3
- Adjusted the discharge pressure engine 1 & 2

- Working to get the weeds mowed next to Harvest Valley Quail Run: was successful
- Coordinated the First Aid Station for the Grand Fondo Race-cancelled
- Daycare inspection

Plan for next 30 days

- Training: Finishing Currently working on Driver Operator 30 days out
- Prevention Program: Inspections, Downtown Business
- Developing a Cancer Prevention Program
- Clean back apron

Training (See Attached)

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

Emp, Title	Training/Hours	Date	Location	Cost/Certificate
1 Firefighter	Hazmat/4hrs	6/4/19	Caldwell	No/no
1 Firefighter	Hazmat/8hrs	6/25/19	Caldwell	No/no
# Emp. Trained	Total Training Hours			Total Cost

City's Strategic Pillars 7-9-2019

- 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

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 by 50%.
- Library will implement new software for improved patron financial recovery; expand delivery of learning opportunities through in-house & outreach programs.
- Library will support and enhance its early literacy program, through staff development and new learning STEM & STEAM opportunities. 50%
- Develop grant/gift programs as well as in-kind contributions, providing no less than \$50,000 a year towards budget. 55% **To date: Donations=\$19855.11 + Grants=\$8912.00, In-Kind Donations=\$5,250.00**

Expenditures requiring authorization from higher and purpose of expenditure-None at this time

Training last 30 days- None over the last 30 days

No less than Top Ten Accomplishments since last report

- First Books Grant completed for partnership with Head Start FY 2019-2020-Awarded to the library
- Robotics Team @ library, formed, meeting 2x month
- Summer Reading begins June 3-July 23rd, weekly events on Tuesdays
- Cherry Festival Children's Parade entry "Wild West Aliens" received 3rd place award
- Huge Fundraising Yard Sale June 13-15th along with Cherry Bake Sale (\$4,210.00)
- First Wednesday, July 3rd Kid's Corner, Patriotic Windssocks (46 attended)

Next 30 days

- Make-It and Mingle July 12th- Distressed Terra-Cotta Pots
- Financial Teen Workshop-Partnership with Rec Center July 10th
- Star Gazing Party SRP July 19th
- CWI StarLab Planetarium July 23rd

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

LIBRARY

Emp, Title	Training/Hours	Date	Location	Cost/Certificate
Librarian (8)	Smart Women Conf.	2/15/2019	Boise, ID	No
Director (16)	Makers Make Guide	3/26-27/2019	Boise, ID	No
Librarian (8)	Read to me training	4/12/2019	Boise, ID	No
Librarian	Intro teaching children's Literature	2018-19 Fall Semester	CSI	No/3 credits
Librarian	Ref. Resources	2018-19 Fall Semester	CSI	No/3 credits
Librarian	Info Literacy	2018-19 Fall Semester	CSI	No/3 credits
	Total Training Hours			Total Cost
	32			\$0.00

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)
- With adequate infrastructure for growth

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. (% of completion)
- Reduce domestic violence repeat offenses by 50%. **(Current 1 / 2018 at this time 2)**
- Ensure 100% of police department staff attends C.I.T. Training to improve mental hold process by end of 2019 fiscal year. **(92% of completion)**
- Form, train and deploy a Narcotic Detection Team that includes a drug detection canine. (50% of completion)

Expenditures requiring authorization from higher and purpose of expenditure

- ***K9 Training for Handler and K9 \$3,500 / Purchasing Drug K9 \$2,000 (Receiving \$1,000 donation from Crime Prevention were approached by Lions club for \$1000 donation for K9) / Purchasing 2 AC units for City Hall \$14,000 Shared with City Clerk's office.***

Training Last 30 days

- See attached
 - ***No less than Top Ten Accomplishments since last report.***
- Hired Part time Evidence Tech (Will be receiving formal training and informal training from ISP)
- Phone Calls will be made to agencies to get final numbers for cruise night participation.
- County and City agreed to fund radio upgrades for GCSO and updated city repeater with homeland security money. County Decided not to benefit from this opportunity.
- Met with all local first responders who were informed that we are looking at changing our RMS. GCSO and EPD will be observing demos for both Spillman and EIS. During this meeting both the county and city agreed that we should look into providing cell phones for all our officers/deputies. Demo from Spillman occurred. Will be meeting with them and county to discuss quote.
- Received training in Alert Sense Emergency notification system. App added to new cell phones.
- Atty Sweeten and Sgt. Huff still working on COA to operate small Unmanned Aerial Systems.
- COA has been completed and submitted by SGT Huff to FFA. COA has been accepted by FFA.
- Have agreed with county to approach PA office to see if we can purchase drones with joint funds. Each agency will be purchasing a drone. This has been approved by all parties involved.
- New patrol vehicles (Dodge Durango's) are getting emergency equipment and graphics completed in Utah. ETA 2 to 3 weeks.
- Patrol Officer is attending P.O.S.T. Academy that started beginning of May.
- Requested traffic crash stats on Washington Ave. through ITD. (follow up of traffic study of 12th and Washington.)

Plan for next 30 days

- Will be purchasing signs from Squaw Butte Signs that authorize GCAT to tow vehicles that are not authorized to park in the city hall parking lot during Cherry Festival. (next year)
- Will be meeting with local bar owners preparing for cruise night.
- Have reviewed updated tow policy in Lexipol and need to review State Police Policy.
- Schedule teaching of 1st graders at both Carberry and Shadow Butte. Topic will be No, Go, Tell (next School Year). ***Library has asked to host this training in September.***
- ~~Complete the COA (certificate of Authorization for drone policy) takes up to 60 day approval by FAA.~~

- Provide Domestic Violence Community Training in Emmett. Will be contacting Rose Advocates to assist with providing both training to first responders and the community.
- Review PAL Pound contract / revisit the possibility of increasing pound fees. Renew contract.
- In process of obtaining contracts that other police departments have with their dispatch centers. ***Have drafted this and have submitted it to city atty.***

Emmett Police Department

Emp, Title	Training/Hours	Date	Location	Cost/Certificate
(17) All Staff	AlertSense (17 hours)	6-10-19	Emmett ID	\$0 / Noxx
3 Patrol Officers / Chief	CIT (96 Hours)	6-24-19 – 6-27-19	Emmett ID	\$0 / Yes
Patrol Officer	Weapons Retention Training (8 hours)	5-21-19	Emmett ID	\$0 / No
SRO / Det (1)	Glock Advanced Arm. (16 hours)	6-25-19 – 6-26-19	Boise PD	\$350 + Meals / Yes
Sgt.	DRE Update Training (16 hours)	7-23-19 – 7-24-19	Meridian ID	\$0 / Yes
Patrol Officer	Less than Lethal Instructor course (8 Hours)	7-10-19 – 7-11-19	Kimberly ID	\$275 + Hotel + Meals / Yes
2 members of Command Staff	FBI LEEDA Command (80 hours)	7-28-19 – 8-2-19	Boise ID	\$1390 + Meals / YES
	Up to date of 8-2-19			
# Emp. Trained	Total Training Hours			Total Cost
27	241			\$2,015.00



EMMETT POLICE DEPARTMENT

June Patrol Statistics

	TOTAL
Felony Arrests - Male	7
Felony Arrests - Female	5
Misd. Arrests - Male	32
Misd. Arrests - Female	7
Infraction Cite	122
Dispatched Calls	372
Reports	87
Dogs Taken to Pound	10
Ordinance Calls	4

Traffic Stops

Total Stops	214
Oral Warning	128

Community Involvement

We assisted an engineering student with testing of a device that notifies drivers of an active emergency vehicle in their area. This is to help drivers pay extra attention for emergency vehicles even prior to being able to see them.

Assisted with traffic control while banner for cherry festival was being hung above Washington Ave. near HWY 16.

Attended an area meeting in Payette that discussed the importance of standardizing the type of response during an active shooter in a school.

Assisted with park patrol and parade duties during the Cherry Festival.

Attended a number of meetings discussing traffic control and parking issues for the 4th of July celebration at the Island.

Met with emergency management to plan National Night Out. This event will be recognized on August 8th at the city park. The event is being called Ice Cream and Heroes.

Received a demo of a RMS by Spillman.

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

From 06/01/2019 To 06/30/2019

EMMETT POLICE DEPARTMENT

Date	Time	Initial Remarks
06/01/2019	4:28 pm	INVESTIGATED THE THEFT OF A WALLET
06/01/2019	5:14 pm	ARRESTED A 21 YOM FOR DUI
06/01/2019	9:00 pm	INVESTIGATED A BATTERY ON A 24 YOA FEMALE
06/02/2019	1:19 pm	ARRESTED A 40 YOA FEMALE ON A WARRANT
06/03/2019	4:18 am	INVESTIGATED A DOMESTIC BATTERY BETWEEN A 32 YOA MALE AND A 29 YOA FEMALE
06/03/2019	3:47 pm	RESPONDED TO A TRAFFIC ACCIDENT IN THE PARKING LOT OF IDAHO PIZZA
06/03/2019	4:10 pm	RESPONDED TO FOUND CELL PHONE CALL
06/03/2019	5:58 pm	CITED A 52 YOM FOR SIMPLE BATTERY
06/03/2019	7:28 pm	ARRESTED A 22 YOM FOR FELONY WARRANTS
06/03/2019	7:46 pm	ASSISTED GCSO
06/03/2019	8:02 pm	ARRESTED A 35 YOA MALE FOR A BENCH WARRANT.
06/04/2019	3:26 am	INVESTIGATED A SEX OFFENCE CRIME BETWEEN A 33 YOA MALE AND A 43 YOA FEMALE
06/04/2019	11:49 am	CITY ORDINANCE - WEED / PROH ACCUMULATIONS / JUNK VEH
06/04/2019	12:50 pm	INVESTIGATED A CHECK FRAUD CASE INVOLVING A 32 YOA MALE
06/04/2019	2:35 pm	CITED A 32 YOA FEMALE FOR DWP.
06/04/2019	3:00 pm	INVESTIGATED THEFT BY PAST EMPLOYEE; SUSPECT 35 YO FEMALE
06/05/2019	12:12 am	INVESTIGATED A VEHICLE BURGLARY.
06/05/2019	5:49 pm	RESPONDED TO A 911 HANG UP. ARRESTED A 20 YOA MALE FOR POSSESSION OF CONTROLLED SUBSTANCE AND OBSTRUCT AND RESIST
06/06/2019	6:54 pm	ARRESTED A 15 YOA FEMALE FOR A JUVENILE FELONY WARRANT.
06/07/2019	11:43 am	INVESTIGATED A BURGLARY AND ARSON LOCATED AT THE SNACK SHACK AT THE EMMETT HIGH SCHOOL BASEBALL FIELD
06/07/2019	9:39 pm	INVESTIGATED PROPERTY DAMAGE TO FENCE
06/08/2019	4:39 pm	ARRESTED A 28 YOF FOR A FELONY WARRANT
06/08/2019	10:51 pm	INVESTIGATED AN ANIMAL CRUELTY AND BARKING DOG, CITED A 20 YOM AND A 21 YOF FOR ANIMAL CRUELTY
06/09/2019	1:47 am	CITED A 20 YOM FOR POSSESSION OF A CONTROLLED SUBSTANCE
06/09/2019	10:56 pm	INVESTIGATED VERBAL ARGUMENT BETWEEN TWO PARTIES
06/09/2019	11:56 pm	INVESTIGATED A TRAFFIC COMPLAINT, 162 CITED FOR INATTENTIVE
06/10/2019	9:20 am	CITY ORDINANCE - WEED VIOLATION
06/10/2019	11:46 am	INVESTIGATED THE THEFT OF A BICYCLE FROM THE LIBRARY.
06/10/2019	1:17 pm	RESPONDED TO A INJURY ACCIDENT AT THE 600 BLOCK OF S WASHINGTON AVE
06/10/2019	3:55 pm	INVESTIGATED A HIT AND RUN.
06/10/2019	8:30 pm	CITE AND RELEASED A 40 YOA FEMALE FOR PETIT THEFT
06/11/2019	12:08 am	INVESTAGED A 19 YOA MALE FOR DUI/ELUDING/OPEN CONTAINER
06/11/2019	10:00 am	CITY ORDINANCE - WEED VIOLATION
06/11/2019	10:43 am	CITY ORDINANCE - WEED VIOLATION
06/11/2019	4:58 pm	ARRESTED A 51 YOA MALE FOR POSS OF CONTROLLED SUBSTANCE, POSS OF DRUG PARAPHERNALIA, AND OPEN CONTAINER BY DRIVER.
06/12/2019	9:00 am	CITY ORDINANCE - WEED VIOLATION
06/12/2019	3:23 pm	CITY ORDINANCE - BOAT/TRAILER PARKING VIOLATION
06/12/2019	8:00 pm	TOWED A VEHICLE PARKED IN A NO PARKING ZONE
06/13/2019	12:04 pm	ARRESTED A 18 YOA MALE FOR A MISDEMEANOR WARRANT.
06/13/2019	12:47 pm	CITED A 28 YOA FEMALE FOR NO INSURANCE 2ND OFFENSE
06/13/2019	1:58 pm	RESPONDED TO A CHILD LOCKED IN A VEHICLE.
06/13/2019	6:05 pm	INVESTIGATED THE PASSING OF A FORGED \$100 BILL
06/13/2019	6:23 pm	ARRESTED A 37 YOA MALE FOR POSS OF CONTROLLED SUBSTANCE.
06/13/2019	8:42 pm	INVESTIGATED A 20 YOA FEMALE ON A MENTAL HOLD
06/13/2019	10:45 pm	INVESTGATED A VANDALISM ON A VEHICLE
06/14/2019	2:15 pm	INVESTIGATED A THEFT INVOLVING A 71 YOA FEMALE VICTIM

CASE SUMMARY REPORT

From 06/01/2019 To 06/30/2019

EMMETT POLICE DEPARTMENT

Date	Time	Initial Remarks
06/14/2019	10:21 pm	ARRESTED A 36 YOM FOR A WARRANT/NCO VIOLATION/POSSESSION OF MARIJUANA
06/15/2019	5:45 pm	RESPONDED TO A FIGHT IN PROGRESS AND HAD A 63 YOA MALE RESIST, OBSTRUCT, AND DELAY MY ACTIONS.
06/15/2019	10:21 pm	INVESTIGATED MALE SUBJECT FOR POSSESSION OF CONTROLLED SUBSTANCE
06/16/2019	4:33 am	ARESTED A 50 YOM FOR DUI
06/16/2019	1:05 pm	INVESTIGATED AN UNATTENDED DEATH
06/17/2019	7:56 am	INVESTIGATED A BURGLARY
06/17/2019	3:21 pm	ASSISTED HEALTH & WELFARE WITH SERVICE OF SUMMONS AND ENDORSEMENT - REMOVAL OF CHILDREN
06/17/2019	6:39 pm	IVESTIGATED A REPORT OF CHILD ABUSE OF A 3 YOM.
06/17/2019	7:58 pm	CITED A 36 YOA MALE FOR POSSESSION OF A CONTROLLED SUBSTANCE.
06/18/2019	6:28 am	CITY ORDINANCE - WEED VIOLATION
06/18/2019	6:56 am	CITY ORDINANCE - WEED VIOLATION
06/18/2019	6:57 am	CITY ORDINANCE - WEED VIOLATION ALONG ROADWAY OF MULTIPLE FIELDS
06/18/2019	7:16 am	CITY ORDINANCE - WEED VIOLATION
06/18/2019	7:31 am	CITY ORDINANCE - DOG AT LARGE X2 & LICENSING X2
06/18/2019	8:00 am	CITY ORDINANCE - WEED VIOLATIONS
06/18/2019	8:36 am	CITY ORDINANCE - WEED & TREE VIOLATIONS
06/18/2019	8:51 am	CITY ORDINANCE - JUNK VEHICLE
06/18/2019	9:09 am	CITY ORDINANCE - PROHIBITED PARKING / RV EXCEEDED 72 HR LIMIT
06/18/2019	4:46 pm	INVESTIGATED A CITIZEN COMPLAINT.
06/18/2019	5:52 pm	RESPONDED TO A NON INJURY ACCIDENT IN THE ALBERTSONS PARKING LOT.
06/18/2019	6:13 pm	RESPONDED TO A NON- INJURY ACCIDENT AT HWY 16 AND S JOHNS AVE
06/18/2019	7:12 pm	INVESTIGATED A DOG BITE.
06/18/2019	8:25 pm	RESPONDED TO A NON INJURY ACCIDENT ON S JOHNS NEAR ALBERTSONS
06/18/2019	8:32 pm	CITY ORDINANCE - WEED VIOLATION
06/20/2019	1:51 pm	INVESTIGATED MALICIOUS INJURY TO PROPERTY - \$500-1000 IN BROKEN WINDOWS TO CEMENT TRUCK - UNKNOWN SUSPECTS
06/21/2019	2:23 pm	CITY ORDINANCE - WEED VIOLATION
06/21/2019	2:58 pm	ARRESTED A 39 YOM FOR 5 FTA BENCH WARRANTS
06/21/2019	3:56 pm	CITY ORDINANCE - PROHIBITED PARKING - CAMPER EXCEEDED 72HR TIME LIMIT
06/21/2019	6:06 pm	INVESTIGATED THREATING/HARASSING TEXT MASSEGES
06/23/2019	9:00 am	INVESTIGATED A VANDALISM
06/23/2019	8:28 pm	TOOK REPORT OF A CRASH THAT HAPPENED IN A PARKING LOT
06/23/2019	10:30 pm	INVESTIGATED REPORT OF A DOMESTIC BATTERY
06/24/2019	12:45 am	CITED A 21 YOM FOR FURNISHING ALCOHOL TO MINORS
06/24/2019	6:35 pm	ARRESTED A 27 YOM AND A 27 YOF FOR FELONY WARRANTS
06/24/2019	7:57 pm	INVESTIGATED THE UNATTENDED DEATH OF A 78 YOM
06/26/2019	10:21 am	INVESTIGATED DAMAGE TO THE WINDSHILELD OF A VEHICLE
06/26/2019	10:40 am	CITY ORDINANCE - WEED VIOLATION
06/26/2019	10:40 am	CITY ORDINANCE - POSSIBLE LAND USE VIOLATION (MECHANIC SHOP IN RESIDENTIAL)
06/26/2019	10:50 am	CITY ORDINANCE - PROHIBITED PARKING - TRAILER IN ROADWAY
06/26/2019	10:50 am	CITY ORDINANCE - CAMPER OBSTRUCTING SIDEWALK
06/26/2019	3:31 pm	REPORT OF CAR ACCIDENT; VEHICLE VS. STREET STOP SIGN
06/26/2019	3:49 pm	CITY ORDINANCE - DOG LICENSING X3
06/26/2019	7:08 pm	RESPONDED TO A NON REPORTABLE CRASH
06/27/2019	4:34 pm	RESPONDED TO AN UNATTENDED DEATH CALL
06/28/2019	1:37 am	INVESTIGATED A VEHICLE VS BICYCLE CRASH
06/28/2019	6:30 am	CITY ORDINANCE - JUNK VEHICLES
06/28/2019	7:00 am	CITY ORDINANCE - OBSTRUCTING SIDEWALK WITH BOAT/TRAILER
06/28/2019	9:49 pm	CITED A 45 YOM FOR DISTURBING THE PEACE AND PEDESTRIAN UNDER THE INFLUENCE

CASE SUMMARY REPORT

From 06/01/2019 To 06/30/2019

EMMETT POLICE DEPARTMENT

Date	Time	Initial Remarks
06/29/2019	9:34 am	INVESTIGATED ATTEMPTED BURGLARY OF EHS SNACK SHACK - DAMAGE / ATTEMPTED FORCED ENTRY
06/30/2019	2:30 pm	INVESTIGATED A HARASSMENT CALL
06/30/2019	6:20 pm	INVESTIGATED A VANDALISM
06/30/2019	10:05 pm	44 YO MALE ARRESTED FOR AGGRAVATED ASSAULT

Count: 98

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



CITY ORDINANCE June Report

	NEW	RESOLVED	OUTSTANDING
Junk / Abandoned Vehicles	2	1	34
Parking Violations	5	2	3
Prohibited Accumulations	1	0	7
Sidewalk Obstruction	2	0	4
Weeds/Trees	16	5	17
Animals Present / No permit	8	3	20
*Misc. Other	2	1	4
Citizen Complaint	11		
Officer Initiated	27		

*Description of Misc Other -

City's Strategic Pillars
Tuesday, July 16th, 2019

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

Public Works Department Goals this Budget Year 2018/19 (with percentage of completion to date)

- Implement Airport Pavement, & Master C.I.P. Plan. – 25% completion
- Create Cemetery Master Plan. – 5% Completion
- Create and implement Road Improvement Plan to provide for Safe Route planning for pedestrians, bicycles and motor vehicles. – 40% completion
- Replace all water distribution system lines less than 6 inches in diameter to meet mandatory minimum main line size requirement. – 40% completion
- Reduce I&I inside sewer collections pipes to less than 50% of current rate of 4 million gallons per day as of 2016 per Sewer C.I.P. – 40% completion

Expenditures requiring authorization from higher and purpose of expenditure

- **None**

Training last 30 days

- **See monthly training report**

No less than Top Ten Accomplishments since last report

1. This past week staff finished up PED Ramp on 12th St and will be removing the vinyl flags that were placed there years ago. 100%
2. Fiber conduit on 12th St for walk path has been completed in preparation to 12 St Pathway construction.
3. Removal of 2 hazard trees in main city park per certified arborist recommendation - **Cancelled due to wet weather until fall of 2019, Bruce will watch trees for any further damages.**
4. Installing under-ground bore for fiber-optic conduit from Water Tower to Library – **25% complete, tabled**
5. Finalizing LHTAC - 14393 S. Johns Ave. 4th to 12th Street R.O.W. Purchases, final payment & purchase title document to City Council 4/9/2019 – **99% complete**
6. Finalizing LHTAC - 14393 S. Johns Ave. 4th to 12th Street final plan design & budget for construction. – **45% complete**
7. 2019 Local Children Pedestrian Safety (CPS) Program Safe Routes to School 12th Street Pathway agreement between City of Emmett & LHTAC - **100% complete**
8. Preparing to continue with 12" water transmission mainlines along with new 8" water mainline replacement with new 1" water service down S Johns Avenue from 1st Street going south. **Waterlines & new water services installed to 4th Street to date. Pavement repairs started. Looks like full asphalt repairs from 1st Street to 4th Street.**
9. Repairs to bad water valves and water valve boxes - **25% complete**
10. Water valve exercising for all water distribution valves. – **72% complete**
11. Preparing underground irrigation systems for summer season. – **35% complete**
12. Reviewing and building safety equipment for W.W.T.P. – **50% complete**

Plan for next 30 to 45 days

- Public Works Staff has started grading alleyways.
- Train Planning Clerk
- Present last 4 proposed hangar lease agreements to City Council. This will complete all the Hangar Master plan spaces available. **Currently getting prepared to hold Public Hearing to Increase Tiedown Fee and Hangar Lease Fee on 8-13-2019.**
- Repairs to sewer collection mainline on Phillips Street from N. Moffatt Avenue to N. Pine Avenue.
- Review Cemetery fees and create Master C.I.P. Plan
- Sewer manhole grout for leak repairs, sewer manhole replacement that are leaking water

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

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)
- With adequate infrastructure for growth

Systems Admin Goals (with percentage of completion to date)

- Complete fiber optic network to inner city facilities. Begin next phase that includes Fire Department, Library, WWTP. **10% Boring started for this next section.**
- Migrate all servers to cloud over the next 5 years. **Exploring SharePoint as File Server replacement now. 5%**
- Complete Geographic Information System mapping of all city infrastructure assets (ongoing). **All water; meters left. Working on valve numbers now. 90%**
- Install fiber to additional nodes and cameras on east side complex of the City Park. **Next spring/summer**
- Fiber down 12th to Well 9 coupled with Sidewalk project. **Conduit and boxes almost finished to Johns. 70%**

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. Setup call center at EOC for bike race
2. ICRMP meeting for new cyber security training they are offering
3. Initial programming on Dell R530 server finished
4. Neptune software fix for clerk's office, also training PW people
5. Evidence room battery backup and power fail plan
6. Veeam backup/replication setup for Gilfoy
7. Computers from State Dept of Ed
8. Conduit supply order for downtown fiber loop
9. SysAdmin initial Sharepoint setup for use
10. Bandshell door lock issue
11. Password/security training for Library Staff
12. Conference calls fiber with Idaho Falls, Sandy, IRON
13. VMware test machine for server upgrades
14. Evidence room phone problem/replacement
15. New employee setups
16. Credit card terminal issue fix
17. USB freezing computer issue
18. SCADA issue and printer at WWTP
19. New monitor install WWTP
20. Review USDA grant paperwork
21. Meeting with Tina Wilson

Plan for next 30 days

22. Grant reimbursement paperwork	23. Re-work of GIS valve map
24. Verizon Master License Agreement	25. Put together price structure for dark fiber
26. Modify fire voicemail for car seat installs	27. Document all switch ports on the network
28. PD DC computer cycle out	29. Migration of PD old video to Axon body cameras
30. Move Syslog server to new location- on hold	31. 12 th Street fiber/walk path project
32. Install RADIUS authentication server for wifi system	33. Meet with legal go over possible fiber agreements