



***Office of the City Clerk
501 East Main Street
Emmett, Idaho 83617***

CONSENT AGENDA ITEMS

Proposed Motion:

I move to approve the Consent Agenda as presented and for the Mayor to sign where appropriate.

City of Emmett Council Meeting

September 23, 2025

Regular Meeting

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

1. Mayor Petrie called the meeting to order at 5:30 p.m.
2. Mayor Petrie led the Pledge of Allegiance
3. Chris Abrahamsen offered the Community Invocation

Council Present: Council President Tona Henderson, Councilor Tom Butler, Councilor Jody Harris, Councilor Gary Resinkin, Councilor Denise Denham

Council Present by Zoom: None

Council Absent: Councilor Steve Nebeker

City Attorney: Jake Sweeten

Staff Present: Brian Sullivan, Lyleen Jerome, Alyce Kelley, Mike Knittel, Steve Freemyer

Staff Absent: Curt Christensen, Steve Kunka

4. **Amendments to the Agenda:** None
5. **Declaration of Conflict of Interest:** None
6. **Declaration of Council Members' Discussion Outside an Open Meeting:** None

7. **ELECTED OFFICIALS:**

- A. Mayor: None
- B. City Council: None
- C. Announcements and Good of the Order: None

8. **CONSENT AGENDA:**

- A. Approval of Minutes – August 12, 2025 Regular Meeting, August 19, 2025 Special Meeting
- B. Approval of Accounts Payables
- C. Approve Road Closures for America250 & Gem County Recreation District July 4, 2026 Parade

Councilor Resinkin moved to approve consent agenda as presented and for the mayor to sign where appropriate, Seconded by President Henderson. Motion carried by unanimous voice vote.

9. **BUSINESS:**

- A. **Prosecution Services Agreement – City of Emmett / Gem County – Erick Thompson, Gem County Prosecutor & Jake Sweeten, City Clerk.**

President Henderson MOVED TO accept the **Prosecution Services Agreement between the City of Emmett and Gem County Prosecutor Erick Thompson**. Seconded by Councilor Butler.

Role call vote; voting yea: Council President Henderson, Councilor Butler, Councilor Harris, Councilor Resinkin, Councilor Denham; voting nay: none.

Agreement Approved.

- B. **SECOND READING - Ordinance No. O2025-05 - AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, GRANTING TO INTERMOUNTAIN GAS COMPANY A TWENTY (20) YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM; PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME, SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY; SETTING FORTH THE RULES OF THE FRANCHISE AND GRANT; PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S PLANS, ACCOUNTS, AND BOOKS; REQUIRING GRANTEE TO FURNISH CERTAIN MAPS; SETTING FORTH THE ANNUAL PAYMENT TO THE CITY, AND THE FILING OF ANNUAL REPORTS WITH THE CITY; REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE; REQUIRING COMPLIANCE WITH SAFETY REGULATIONS; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR SURRENDER OF FRANCHISE; GRANTING RIGHT TO SALVAGE; REQUIRING WRITTEN ACCEPTANCE; PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE; PROVIDING FOR PAYMENT OF PUBLICATION COST;**

City of Emmett Council Meeting

September 23, 2025

Regular Meeting

SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL. - Jake Sweeten, City Clerk.

President Henderson MOVED TO have proposed Ordinance #O2025-05 read a second time by title only. Seconded by Councilor Denham.

Role call vote; voting yea: Council President Henderson, Councilor Butler, Councilor Harris, Councilor Resinkin, Councilor Denham; voting nay: none.

Jake Sweeten read the title of the proposed ordinance for the second time.

- C. Ordinance No. O2025-09 - AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING EMMETT CITY CODE SUB-SECTIONS A: DEFINITIONS AND B: ACCUMULATION OF WEEDS OR RUBBISH PROHIBITED, OF SECTION 4-2-2: REMOVAL OF WEEDS AND RUBBISH, BY FURTHER DEFINING THE TERM "WEEDS," PROVIDING FOR THE PROHIBITION OF THE ACCUMULATION OF WEEDS AND RUBBISH, PROVIDING A PENALTY FOR VIOLATIONS, AND PROVIDING AN EFFECTIVE DATE - Jake Sweeten, City Clerk.

Councilor Denham MOVED TO approve Ordinance No. O2025-09 and dispense with the rule that the ordinance be read on three different days and to have the proposed ordinance read once by title only. Seconded by Councilor Resinkin.

Role call vote; voting yea: Council President Henderson, Councilor Butler, Councilor Harris, Councilor Resinkin, Councilor Denham; voting nay: none.

Jake Sweeten read the title of the proposed ordinance.

Councilor Denham MOVED TO accept the first and only reading of Ordinance No. O2025-09, direct the Mayor to sign, and have the ordinance published in summary. Seconded by President Henderson.

Role call vote; voting yea: Council President Henderson, Councilor Butler, Councilor Harris, Councilor Resinkin, Councilor Denham; voting nay: none.

Ordinance Approved

10. DEPARTMENT ACTIVITY REPORTS:

- A. Building Official/City Planner – Brian Sullivan - reported
- B. City Treasurer – Lyleen Jerome reported
- C. Fire Department – None
- D. Library – Alyce Kelley - reported
- E. Police Department – None
- F. Public Works – Steve Freemyer - reported
- G. Systems Administrator – Mike Knittel - reported
- H. City Clerk – Jake Sweeten reported
- I. Engineer – None

12. ADJOURN:

Councilor Butler MOVED TO ADJOURN. Seconded by Councilor Harris.

Motion carried by unanimous voice vote.

Meeting adjourned at 5:49 p.m.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

Mayor Gordon Petrie

Jake Sweeten, City Clerk

**CITY OF EMMETT
PLANNING & ZONING DEPARTMENT**

601 E. 3RD EMMETT, IDAHO 83617

PHONE: (208) 365-9569

WEB PAGE: WWW.CITYOFEMMETT.ORG

STAFF REPORT

**DESCRIPTION: PAYETTE RIVER ORCHARDS SUBDIVISION PHASE 6 - FINAL
PLAT APPLICATION**

FILE NUMBER: FP25-006

CITY COUNCIL MEETING DATE: OCTOBER 14, 2025

APPLICANT: CHERYL HEATH, KM ENGINEERING, LLP

OWNERS: 210 MAIN, LLC

STAFF PLANNER: BRIAN SULLIVAN

1. APPLICATION SUMMARY

The applicant, 210 Main LLC, is requesting approval of a Final Plat application for Payette River Orchards Subdivision, Phase 6. The subdivision includes 49 residential lots, 7 common lots reserved for landscaping, irrigation, and utilities. The majority of the improvements have been installed. The owners are asking for approval of a bond in the sum of \$209,625.53 for guarantee of the remaining items for completion. The bond is 150% of the total amount to complete the improvements. A detailed list of the improvements has been submitted with this application. The items have been reviewed by staff and the dollar amount remaining is acceptable. The subdivision is located on E. 12th Street. The Preliminary Plat was approved by the City Council on 1/6/2020.

Emmett City Code (ECC) 10-2-4 outlines the procedures for Final Plat approval. Sub-section 'F' notes that prior to approving or disapproving a plat, "at least one public meeting (deliberation) shall be held by the City Council." No public hearing is required for Final Plat applications and no notice was given (other than posting the meeting agenda).

ECC 10-2-3.L.1 outlines the required approval period for Preliminary Plat applications. It states, "Failure to file and obtain the certification of acceptance of the final plat application from the sub divider within one year after action by the city council shall cause all approvals of said preliminary plat to be null and void, unless an extension of time is applied for by the sub divider and granted by the city."

Staff Recommendation: Staff recommends approval of the final plat, and adopt the Site-Specific Conditions of Approval.

2. APPLICATION & PROPERTY FACTS

A. Site Address/Location:

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

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

C. Applicant(s): Cheryl Heath, KM Engineering, LLP

D. Representative:

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

3. APPLICATION PROCESS FACTS

A. Application Submittal:

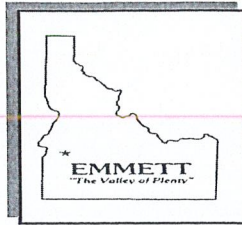
The application for this item was received by the Zoning Department on August 21, 2025.

B. Relevant Ordinances and Required Actions:

The subject application will in fact constitute a Final Plat application, as determined by Emmett City Code 10-4. The City Council must review and make a decision to either grant, grant with conditions, or deny the application.

4. SITE SPECIFIC CONDITIONS OF APPROVAL

1. Comply with all Final Plat review comments.
2. All review fees from Keller's being paid prior to signing the Mylar
3. All punch list items complete prior to city signing the Mylar. Staff will verify any items are complete.
4. City requires the petitioner to supply a set of as-built plans on Mylar as well as on CD -Rom or disc in AutoCAD format and PDF format.
5. Post a bond for 150% of the estimated completion of the remaining improvement. The amount due for the bond is \$209,625.53 for completion of the remaining improvements. Staff has reviewed these items and approves this bond amount.
6. Completed, signed and recorded Declaration of Covenants, Conditions, and Restrictions of Payette River Orchards Subdivision.
7. Final plat must be recorded within 1 year of written approval unless an extension is requested and granted by the City.
8. The applicant is to follow all recording requirements as outlined in ECC 10-2-4K.
9. Within ten (10) days of recording the final plat, new deeds and legal descriptions for all lots shall be prepared and recorded in Gem County Recorder's Office.



RECEIVED
AUG 21 2025

CITY OF EMMETT
MASTER PUBLIC HEARING APPLICATION

601 E. 3rd Street, Emmett, Idaho 83617 www.cityofemmett.org phone: (208) 365-9569 fax (208) 365-4651

TYPE OF APPLICATION: (Please check all that apply.)

- | | | |
|---|--|---------------------------------------|
| ☐ ANNEXATION | ☐ DEVELOPMENT | ☐ SUBDIVISION, |
| ☐ APPEAL | AGREEMENT | MODIFICATION |
| ☐ COMPREHENSIVE PLAN | ☐ REZONE | ☐ VACATION |
| TEXT AMENDMENT | ☐ SPECIAL USE PERMIT | ☐ VARIANCE |
| ☐ COMPREHENSIVE PLAN | ☐ SUBDIVISION, | ☐ ZONING TEXT |
| MAP AMENDMENT | PRELIMINARY | AMENDMENT |
| ☐ DESIGN REVIEW | ☒ SUBDIVISION, FINAL | |
| | ☐ SUBDIVISION, | |
| | COMBINED/MINOR | |

PROJECT NAME: Payette River Orchards No. 6

SITE INFORMATION:

(This information can be found on the Assessor's property information assessment sheet.)

Quarter: _____ Section: 16 Township: 6N Range: 1W Total Acres: 14.343

Subdivision Name (if applicable): Payette River Orchards No. 6

Lot: _____ Block: _____

Site Address: 0 Landmark St.

City: Emmett

Tax Parcel Number(s): RP06N01W160191

Current Zoning: _____ Current Land Use: _____

PROPERTY OWNER:

Name: 210 Main, LLC

Address: 210 W. Main Street

City: Emmett State: ID Zip: 83617

Telephone: 208.407.8830

Fax: _____

APPLICANT:

Name: Cheryl Heath - KM Engineering, LLP

Address: 5725 N. Discovery Way

City: Boise State: ID Zip: 83669

Telephone: 208.639.6939 Fax: _____

Email: cheath@kmengllp.com

I consent to this application and allow City staff to enter the property for site inspections related to this application.

[Signature] 8/21/25

Signature: (Owner)

Date

I certify this information is correct to the best of my knowledge.

Cheryl Heath August 20, 2025
Signature: (Applicant) Date

NOTE: THIS APPLICATION MUST BE SUBMITTED WITH THE APPLICABLE CHECKLIST (S).

OFFICE USE ONLY

File No.: FP25-006 Received By: SP Date: 8/21/25 Fee: 1700 Receipt No: 0294417



PLAT OF PAYETTE RIVER ORCHARDS SUBDIVISION No. 6

A PARCEL OF LAND SITUATED IN THE N1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF EMMETT, IDAHO.

FOUND ALUMINUM CAP
 5/8" REBAR PLS 4108*
 E 17/16 CORNER SECTIONS 9/16
 PER CH&F No. 348143

FOUND 5/8" REBAR PLS 4108*
 E 17/16 CORNER SECTIONS 9/16
 PER CH&F No. 348143

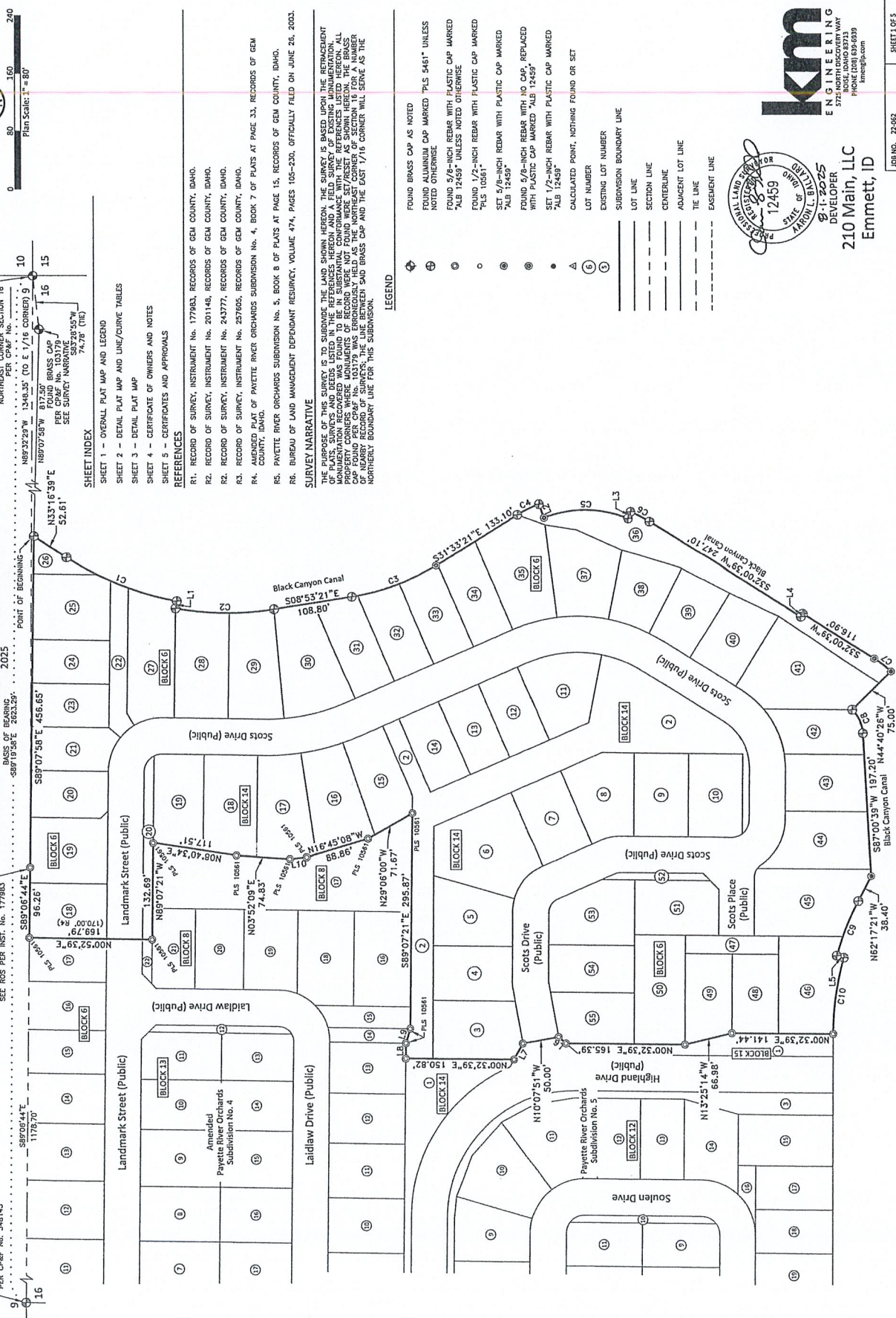
POINT OF COMMENCEMENT
 5/8" REBAR PLS 4108*
 NORTHEAST CORNER SECTION 16
 PER CH&F No. 348143

POINT OF BEGINNING
 5/8" REBAR PLS 4108*
 NORTHEAST CORNER SECTION 16
 PER CH&F No. 348143

POINT OF COMMENCEMENT
 5/8" REBAR PLS 4108*
 NORTHEAST CORNER SECTION 16
 PER CH&F No. 348143

POINT OF COMMENCEMENT
 5/8" REBAR PLS 4108*
 NORTHEAST CORNER SECTION 16
 PER CH&F No. 348143

POINT OF COMMENCEMENT
 5/8" REBAR PLS 4108*
 NORTHEAST CORNER SECTION 16
 PER CH&F No. 348143



SHEET INDEX

- SHEET 1 - OVERALL PLAT MAP AND LEGEND
- SHEET 2 - DETAIL PLAT MAP AND LINE/CURVE TABLES
- SHEET 3 - DETAIL PLAT MAP
- SHEET 4 - CERTIFICATE OF OWNERS AND NOTES
- SHEET 5 - CERTIFICATES AND APPROVALS

REFERENCES

- R1. RECORD OF SURVEY, INSTRUMENT No. 177983, RECORDS OF GEM COUNTY, IDAHO.
- R2. RECORD OF SURVEY, INSTRUMENT No. 201146, RECORDS OF GEM COUNTY, IDAHO.
- R3. RECORD OF SURVEY, INSTRUMENT No. 243777, RECORDS OF GEM COUNTY, IDAHO.
- R4. RECORD OF SURVEY, INSTRUMENT No. 257605, RECORDS OF GEM COUNTY, IDAHO.
- R5. PARCEL MAP OF PAYETTE RIVER ORCHARDS SUBDIVISION No. 4, BOOK 7 OF PLATS AT PAGE 33, RECORDS OF GEM COUNTY, IDAHO.
- R6. BUREAU OF LAND MANAGEMENT DEFENDANT RESURVEY, VOLUME 474, PAGES 105-230, OFFICIALLY FILED ON JUNE 26, 2003.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF PLATS, SURVEYS AND DEEDS LISTED IN THE REFERENCES HEREON AND A FIELD SURVEY OF EXISTING MONUMENTATION. ALL MONUMENTATION RECORDED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE REFERENCES LISTED HEREON. ALL MONUMENTATION NOT FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE REFERENCES LISTED HEREON WAS RELOCATED TO THE CORNER OF THE SECTION 16 FOR A NUMBER OF NEARBY RECORD OF SURVEYS. THE LINE BETWEEN SAID BRASS CAP AND THE EAST 1/16 CORNER WILL SERVE AS THE NORTHERLY BOUNDARY LINE FOR THIS SUBDIVISION.

LEGEND

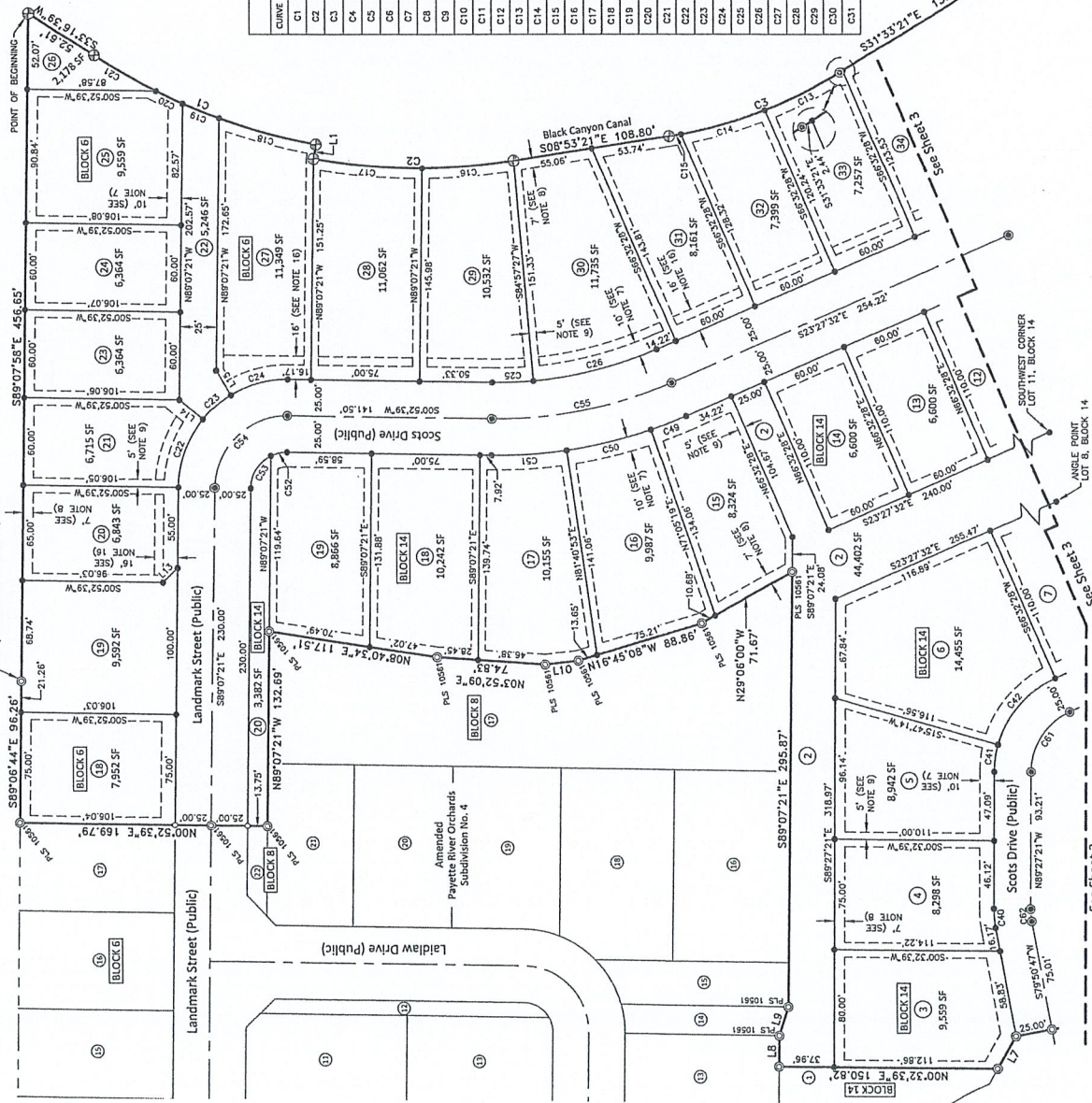
- FOUND BRASS CAP AS NOTED
- FOUND ALUMINUM CAP MARKED "PLS 5461" UNLESS NOTED OTHERWISE
- FOUND 5/8-INCH REBAR WITH PLASTIC CAP MARKED "ALB 12459" UNLESS NOTED OTHERWISE
- FOUND 1/2-INCH REBAR WITH PLASTIC CAP MARKED "PLS 10561"
- SET 5/8-INCH REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- FOUND 5/8-INCH REBAR WITH NO CAP, REPLACED WITH PLASTIC CAP MARKED "ALB 12459"
- SET 1/2-INCH REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- CALCULATED POINT, NOTHING FOUND OR SET
- EXISTING LOT NUMBER
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- CENTERLINE
- ADJACENT LOT LINE
- TIE LINE
- EASEMENT LINE



210 Main, LLC
 Emmett, ID

BOOK PAGE

LINE TABLE			
LINE	BEARING	DISTANCE	
L1	N79°57'56"W	10.00'	
L2	S68°55'45"E	20.00'	
L3	S68°55'45"E	10.00'	
L4	S57°59'21"E	5.00'	
L5	N16°09'56"W	10.00'	
L6	N40°10'16"E	13.42'	
L7	N07°30'08"W	25.36'	
L8	S89°07'21"E	20.95'	
L9	S72°21'00"E	20.79'	
L10	N06°26'29"W	23.27'	
L11	N45°32'39"E	17.14'	
L12	N45°32'39"E	14.14'	
L13	S44°07'21"E	14.14'	
L14	S39°21'4"W	21.05'	
L15	S59°00'30"W	11.00'	



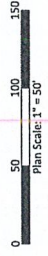
CURVE	CURVE TABLE					CHORD
	RADIUS	LENGTH	DETA	CHORD BEING	CHORD	
C1	410.00	166.337	13.71437	S27°39'21.1"	161.19	
C2	420.00	138.72	16.56246	S20°34'1.1"	138.09	
C3	430.00	126.96	22.40000	S20°13'21.1"	125.77	
C4	480.00	32.84	1029.902	S26°18'40.1"	32.89	
C5	460.00	170.00	42.95822	S20°24'54.1"	171.21	
C6	170.00	30.00	10.06538	S20°57'24.1"	29.96	
C7	125.00	29.05	13.18146	S36°40'06.1"	28.98	
C8	500.00	36.36	41.14100	S36°40'06.1"	35.58	
C9	400.00	80.80	113.2640	N08°03'43.1"	80.46	
C10	390.00	106.33	163.7116	N11°38'43.1"	106.00	
C11	400.00	33.18	37.7058	N66°05'55.1"	53.14	
C12	400.00	27.41	35.5636	N7°15'21.15"	27.41	
C13	320.00	57.73	107.0133	S26°33'14.1"	57.65	
C14	320.00	60.63	105.1122	S17°47'26.1"	60.54	
C15	320.00	8.23	1.8284	S09°37'43.1"	8.23	
C16	420.00	63.43	63.9133	S34°33'46.1"	63.37	
C17	420.00	76.26	101.6133	S04°53'07.1"	75.18	
C18	410.00	69.33	94.4233	S14°55'14.1"	68.85	
C19	410.00	26.75	34.4116	S24°14'33.1"	26.74	
C20	410.00	20.26	25.0522	S29°57'42.1"	20.26	
C21	410.00	49.37	63.5156	S26°49'41.1"	49.34	
C22	75.00	50.61	309.3936	S89°47'44.1"	48.65	
C23	75.00	25.49	192.8116	S10°53'38.1"	25.37	
C24	75.00	41.72	312.5208	S16°03'26.1"	41.18	
C25	275.00	26.41	9.5512	S20°24'30.1"	26.40	
C26	275.00	88.39	126.4599	S14°15'03.1"	88.01	
C27	225.00	63.07	161.1251	S19°21'00.1"	63.46	
C28	225.00	72.80	162.9116	S19°21'00.1"	72.28	
C29	225.00	60.18	115.1928	S18°54'22.1"	60.00	
C30	225.00	21.37	9.2633	S19°21'00.1"	21.36	
C31	125.00	38.36	77.3349	S40°43'34.1"	38.24	

		CURVE TABLE				
CURVE	LENGTH	CURVE	DELTA	CHORD		
C32	125.00'	69.00'	31°17'33"	S65°25'14"N	66.12'	
C33	125.00'	20.31'	9°16'38"	S85°13'32"W	20.22'	
C34	75.00'	73.07'	55°45'28"	N61°13'32"W	70.29'	
C35	21.50'	7.80'	20°47'09"	M40°01'27"W	7.76'	
C36	21.50'	13.15'	35°02'20"	N17°52'11"W	12.94'	
C37	20.00'	3.83'	24°00'11"	N17°52'11"W	8.32'	
C38	20.00'	23.04'	65°59'49"	S67°11'27"W	21.76'	
C39	20.00'	3.33'	1°41'52"	S66°71'14"W	3.23'	
C40	70.00'	3.00'	10°41'52"	N85°11'43"E	3.005'	
C41	70.00'	18.62'	15°43'14"	N85°15'00"E	18.57'	
C42	70.00'	62.01'	57°45'14"	S48°50'00"E	60.00'	
C43	70.00'	29.33'	24°00'11"	N17°52'27"E	28.11'	
C44	25.00'	16.00'	36°59'12"	S17°52'37"E	15.81'	
C45	25.00'	23.18'	53°07'48"	S62°52'37"E	22.36'	
C46	75.00'	76.62'	58°32'00"	N61°11'38"E	73.33'	
C47	175.00'	63.45'	20°46'22"	N61°17'38"E	63.10'	
C48	175.00'	105.98'	44°31'14"	N60°06'39"W	104.36'	
C49	325.00'	35.00'	4°32'51"	S13°11'00"E	35.76'	
C50	325.00'	60.00'	10°35'34"	S13°38'54"E	60.00'	
C51	325.00'	52.16'	9°11'45"	S13°43'14"E	52.11'	
C52	25.00'	11.87'	26°44'37"	S12°29'40"E	11.56'	
C53	25.00'	75.54'	63°19'23"	S52°79'40"E	76.22'	
C54	30.00'	27.80'	50°00'00"	S44°07'21"E	70.71'	
C55	300.00'	127.42'	24°20'01"	S11°27'27"E	126.47'	
C56	200.00'	193.63'	52°28'11"	S04°16'33"W	186.15'	
C57	100.00'	102.61'	58°32'00"	S61°16'39"W	97.78'	
C58	50.00'	70.00'	81°00'00"	M45°52'17"E	65.03'	
C59	50.00'	7.74'	6°52'00"	N50°52'31"W	7.73'	
C60	45.00'	18.85'	24°00'11"	N17°52'77"W	18.71'	
C61	45.00'	51.83'	65°59'49"	S67°11'27"W	49.02'	
C62	45.00'	3.00'	10°41'52"	N85°11'43"E	8.30'	

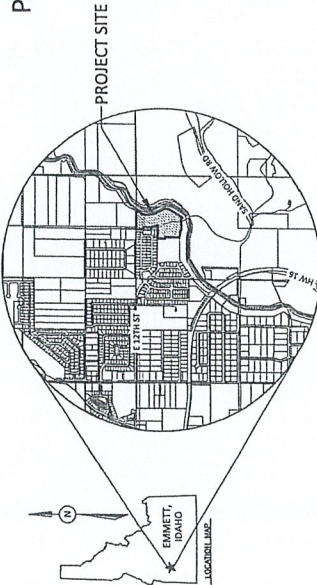


ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
krmengllp.com

DEVELOPER
210 Main, LLC
Emmett, ID



PLAT OF
PAYETTE RIVER ORCHARDS SUBDIVISION No. 6



VICINITY MAP
NO SCALE



DEVELOPER
210 Main, LLC
Emmett, ID

K. M. ENGINEERING
ENGINEERING
575 NORTH DISCOVERY WAY
BOISE, IDAHO 83733
PH: 208.333.8888
KME@GMAIL.COM

PAYETTE RIVER ORCHARDS SUBDIVISION No. 6

HEALTH CERTIFICATE

DATE 04/15/2015

HEALTH OFFICER

APPROVAL OF CITY OF EMMETT ENGINEER

CITY ENGINEER _____ DATE _____

APPROVAL OF EMMETT CITY COUNCIL

WE, THE MAYOR AND CITY CLERK AT AND FOR THE CITY OF EMMETT, GEM COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____, 20____, THIS PLAT OF PAXETTE RIVER ORCHARDS SUBDIVISION No. 6 AND THE STREETS AND ROAD DEDICATIONS SHOWN HEREON, WERE DULY ACCEPTED AND APPROVED.

DATE _____ MAYOR _____

DATE _____

QTY CLERK _____

CERTIFICATE OF COUNTY SURVEYOR

GEM COUNTY SURVEYOR
 UNDER IDAHO CODE 50-1305

DATE

CERTIFICATE OF GEM COUNTY ASSESSOR

DATE _____

COUNTY ASSESSOR _____

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF GEM, STATE OF IDAHO, FOR THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY AND AFFIRM THAT THE PROPERTY TAX FOR THE PROPERTY DESCRIBED HEREIN IS PAID IN FULL THROUGH THE 20____ TAX YEAR. THE PROPERTY TAX LEVIED FOR THE 20____ TAX YEAR IS A LIEN DUE AND NOT YET PAYABLE. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE _____

COUNTY TREASURER _____

CERTIFICATE OF COUNTY RECORDER



km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6539
kmenrllp.com

3-21-2025
DEVELOPER
210 Main, LLC
Emmett, ID



210 Main, LLC

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

October 7, 2025

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

Re: *Payette River Orchards Subdivision No. 6*
Warranty and Guarantee of Completion of Improvements

Mr. Sullivan,

We (210 Main, LLC) appreciate the City's attention to final plat application to Payette River Orchards Subdivision No. 6 ("PRO #6"). This letter is to address the necessary items for completion of construction of PRO #6 and quantify the financial guarantee for completion after filing of the final plat.

All of the bondable items in the below table are under contract or will be completed by us. The table below identifies each contractor, the amount, and the remaining balance for completion of the work. Contracts and estimates for each are also attached. Pursuant to Emmett City Code we agree to deposit with the Emmett City clerk a cash deposit, in the amount of 150% of estimated cost to complete these items: **\$209,625.53.**

#	Item	Contractor	Amount	At 150%
1	Retainage- Punch List	Granite Excavation	\$ 73,443.64	\$110,165.46
2	Canal Storm Line (CO1)	Granite Excavation	\$ 12,698.79	\$ 19,048.19
3	Street Signs	Specialty Construction	\$ 900.00	\$ 1,350.00
4	Pressure Irrigation	W Brand	\$6,926.00	\$ 10,389.00
5	Landscaping	Butterfield Lawn & Landscape	\$ 45,781.93	\$ 68,672.89
			<u>\$139,750.36</u>	<u>\$209,625.53</u>

Pursuant to Emmett City Code we agree to progress payments out of the cash deposit equal to the amount deposited for such item when such item is verified as completed by the City. The items are anticipated to be completed as follows:

#1 – Retainage – Punch List is anticipated to be completed upon the contractor completing the City of Emmett's punch list of items for the improvements, likely within a month.

#2 – Canal Storm Line (C01) – Will be completed in coordination with Black Canyon Canal during the off season when the canal is empty. It is anticipated to be completed within the next three months.

#3 – Street Signs – Will be completed as soon as the subcontractors can get on site and likely within a month.

#4 – Pressure Irrigation – Will be completed in coordination with Black Canyon Canal, it is anticipated to be completed within the next three months.

#5 - Landscaping is anticipated as three to six months to complete, weather permitting.

Each individual cash deposit will be held by the Emmett City clerk until completion of each item or confirmation of progress billing or April 14, 2026. With these amounts on deposit for incomplete items with the Emmett City clerk, the City agrees to issue building permits on all the lots in PRO #6 as requests for building permits are submitted.

In the event this work is not completed by April 14, 2026, the City of Emmett may proceed to have such work completed and reimburse itself for the cost and expense of completing such work from the cash deposit.

We appreciate your consideration and approval of the PRO #6 final plat.

210 Main LLC

Adam Little

By: Adam Little, Its: Member

Enclosed:

#1 and #2 – progress billing from Granite Excavation;

#3 – Bid from Specialty Construction; and

#4 and #5 – Calculation of Cost based on current billing and remaining work for Pressure Irrigation and Landscaping.

To(OWNER): 210 MAIN, LLC
PO BOX 488
EMMETT, ID 83617

From: GRANITE EXCAVATION, INC.
23 WARM LAKE HWY
CASCADE, ID 83611
(208) 382-4188

Project: PAYETTE RIVER ORCHARDS 6
EMMETT, IDAHO

Application No: 6
Invoice No: 25007-06
Invoice Date: 9/25/2025
Terms: Net 30
Due Date: 10/25/2025
Period To: 9/30/2025
Project No: 25007
Contract Date:

For:

Original Contract sum.....	1,417,576.50
Change Orders.....	87,223.15
Contract sum.....	1,504,799.65
Completed to date.....	1,468,872.62
Retainage.....	73,443.64
Total earned less retainage.....	1,395,428.98
Previous billings.....	1,367,930.88
Current payment due.....	27,498.10
Sales tax.....	0.00
Total due.....	27,498.10

[#1 Retainage - Punch List]

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PO BOX 488
EMMETT, ID 83617

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From: GRANITE EXCAVATION, INC.
23 WARM LAKE HWY
CASCADE, ID 83611
(208) 382-4188

Via(Architect/
Engineer)

For:

No.	Description	Total Quantity	Unit	Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
1	Mobilization	1	LS	6,837.64	6,837.64	1	6,837.64	6,837.64	0.00
2	Construction Entrance/Concrete Washout	1	LS	2,193.43	2,193.43	1	2,193.43	0.00	2,193.43
3	Quality Control	1	LS	16,117.30	16,117.30	1	16,117.30	16,117.30	0.00
5	Connect To Existing Sewer Main	2	EACH	1,557.06	3,114.12	2	3,114.12	3,114.12	0.00
6	8" Sewer Main	2,046	LF	45.37	92,827.02	2,046	92,827.02	92,827.02	0.00
7	4" Sewer Service	48	EACH	792.81	38,054.88	48	38,054.88	38,054.88	0.00
8	48" Sewer Manhole	14	EACH	4,437.80	62,129.20	14	62,129.20	62,129.20	0.00
9	Connect To Existing Water Main	2	EACH	1,482.21	2,964.42	2	2,964.42	2,964.42	0.00
10	12" Water Main	2,058	LF	66.41	136,671.78	2,058	136,671.78	136,671.78	0.00
11	8" Water Main	103	LF	46.94	4,834.82	103	4,834.82	4,834.82	0.00
12	Fittings & Gate Valves	1	LS	29,398.48	29,398.48	1	29,398.48	29,398.48	0.00
13	Single Water Service	48	EACH	1,592.56	76,442.88	48	76,442.88	76,442.88	0.00
14	Water Sample Station	1	EACH	2,526.32	2,526.32	1	2,526.32	2,526.32	0.00
15	Fire Hydrants (Including Storz)	5	EACH	7,674.87	38,374.35	5	38,374.35	38,374.35	0.00
16	Blow Offs	1	EACH	2,193.44	2,193.44	1	2,193.44	2,193.44	0.00
17	12" Storm Drain	94	LF	69.02	6,487.88	94	6,487.88	6,487.88	0.00
18	1000 Gallon Sand & Grease Trap	1	EACH	5,723.81	5,723.81	1	5,723.81	5,723.81	0.00
19	Seepage Beds	1	EACH	25,336.06	25,336.06	1	25,336.06	25,336.06	0.00
20	12" GIRR	71	LF	69.99	4,969.29	71	4,969.29	4,969.29	0.00
21	GIRR Precast Headwalls (Budget, Waiting On Precast Price)	2	EACH	2,542.33	5,084.66	2	5,084.66	5,084.66	0.00
22	Clearing and Grubbing	631,729	SF	0.08	50,538.32	631,729	50,538.32	50,538.32	0.00
23	Excavation	34,622	CY	2.45	84,823.90	34,622	84,823.90	84,823.90	0.00
24	Embankment	34,622	CY	2.55	88,286.10	34,622	88,286.10	88,286.10	0.00
25	Move Excess Stockpile To Lots 45-49, Block 6	3,666	CY	1.39	5,095.74	3,666	5,095.74	5,095.74	0.00
26	Final Subgrade	102,932	SF	0.16	16,469.12	102,932	16,469.12	16,469.12	0.00
27	6" Minus Pitrun Subbase Prep	4,847	CY	24.20	117,297.40	4,847	117,297.40	117,297.40	0.00
28	3/4" Road Mix Base Prep	2,071	CY	35.99	74,535.29	2,071	74,535.29	74,535.29	0.00
29	HMA Paving	1,385	TON	106.84	147,973.40	1,385	147,973.40	147,973.40	0.00
30	Lot Grading	494,697	SF	0.04	19,787.88	250,000	10,000.00	10,000.00	0.00
31	Concrete Sidewalks, Curb & Gutter, Valley Gutters, etc.	1	LS	215,106.44	215,106.44	1	215,106.44	215,106.44	0.00
32	Backfill Sidewalks and Final Clean Up	1	LS	6,800.31	6,800.31	1	6,800.31	6,800.31	0.00

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PO BOX 488
EMMETT, ID 83617

From: GRANITE EXCAVATION, INC.
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Via(Architect/
Engineer)

Page 3

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
33	Manhole Collars	18 EACH	549.45	9,890.10	18	9,890.10	9,890.10	0.00
34	Water Valve Collars	10 EACH	457.88	4,578.80	10	4,578.80	4,578.80	0.00
35	Monitoring Well Collars	2 EACH	335.78	671.56	2	671.56	671.56	0.00
36	PIRR Sleeving	60 LF	24.82	1,489.20	0	0.00	0.00	0.00
37	Export Excavation	3,666 CY	3.26	11,951.16	0	0.00	0.00	0.00
CO1	Storm Drain Changes	1 LS	87,223.15	87,223.15	0.85441	74,524.36	47,772.42	26,751.94
				1,504,799.65	1,468,872.62	1,439,927.25	28,945.37	



SPECIALTY CONSTRUCTION SUPPLY

348 NW 13th Place , Meridian, Idaho 83642

Phone (208) 322-6800 • Fax (208) 322-2636 • Toll Free (888) 574-7732

www.specialtysupply.com

Public Works License # PWC-C-12763-AAA-2-4 (02785, 01550, 18700, 01570, 07100)

Oregon Construction Registration #125917

Contractor Registration # RCE-20560

QUOTATION

Sales Person: Josh Hopkins

Page 1

Project: Payette River Orchard 6

Bid Date: 8/14/2025

ITEM	QTY	UNITS	SIGNS AND STRIPING	UNIT PRICE	TOTAL
1	2.00	EA	Install Street Name Sign Landmark St & Scots Dr Scots Dr & Scots Pl	\$ 450.00	\$ 900.00
				Total:	\$ 900.00

* Freight on materials not included unless otherwise stated.

* Prices quoted do not include sales or use tax.

* Totals and average prices are shown for your convenience.
Our invoice will reflect the unit prices for the actual quantities required and furnished.

* Returns must be pre-approved and are subject to a minimum of a 20% Restocking fee.

* Prices are based on furnishing all of the material on this quotation at truck or carload quantities. Prices on individual items will be furnished on request.

* Quantities are based on our take off and are not guaranteed.

* Above prices quoted for acceptance within 30 days and apply to this project only.

#4 Pressure Irrigation		cost
Feet of 6" pipe	1,285	
Cost per linear foot	\$ 3.20	\$4,112.00
services	14	
cost per service	\$ 201.00	\$2,814
Total Cost remaining Pressure Irrigation:		<u>\$6,926.00</u>

#5 Landscaping PRO6	SF	
L19 B6	9,592	
L20 Block 14	3,382	
L2 Block 14 (75%)	33,302	
L42 Block 6	7,287	
L52 Block 6	1,338	
	<u>54,901</u>	
PRO6 Acres	1.26	
2025 Pricing on 1.2 of Landscaping		
Landscaping	\$36,400	
Hydroseeding	\$ 7,190	
	<u>\$43,590</u>	
	1.2	
2025 Price per acre	<u>\$36,325.00</u>	
PRO6 Acres	1.26	
Price for PRO6	<u>\$ 45,781.93</u>	

W- Brand

1542 Cascade Rd
Emmett, ID 83617 US
SWeigand.WBrand@gmail.com



INVOICE

BILL TO

210 Main
Little Enterprises
210 W Main Street
Emmett, ID 83617

*PROG - pressure Irr.
ABG*

INVOICE # 1477**DATE 07/01/2025****DUE DATE 07/16/2025****TERMS Net 15**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/15/2025	Labor	Rolled out wire for 2" pump	1.50	70.00	105.00
05/22/2025	Labor	Crossing at common trench	18	70.00	1,260.00
05/22/2025	45 Excavator		8	140.00	1,120.00
05/23/2025	Labor	Intermittent drain for leaks and cut	21	70.00	1,470.00
05/23/2025	45 Excavator		12	140.00	1,680.00
05/23/2025	Parts	grout	3	32.50	97.50T
05/27/2025	Labor	Started road crossing, installed mega lugs	10	70.00	700.00
05/27/2025	45 Excavator		5	140.00	700.00
05/28/2025	Labor	Put drain in for Rocky Top, installed 4" casing on canal for soft hose,	22	70.00	1,540.00
05/28/2025	45 Excavator		11	140.00	1,540.00
05/29/2025	Labor	Started step downs at road crossing by end of pavement	14	70.00	980.00
05/29/2025	45 Excavator		7	140.00	980.00
06/03/2025	Labor	Finished road crossing, completed 2 step ups for grade, moved dirt for drain	20	70.00	1,400.00
06/03/2025	45 Excavator		9	140.00	1,260.00
06/04/2025	Services	Install Thrust Block	3	75.00	225.00
06/04/2025	Services	Install Services	5	201.00	1,005.00
06/05/2025	Services	Install Thrust Block	4	75.00	300.00
06/05/2025	Services	Install Services	4	201.00	804.00
06/09/2025	Labor	Grades for changes at 2" pump,	6	70.00	420.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		cut out dirt			
06/09/2025	45 Excavator		3	140.00	420.00
06/10/2025	Labor	SE swell - moved dirt, lasered T and 45 across swell,	7	70.00	490.00
06/10/2025	45 Excavator		6	140.00	840.00
06/10/2025	Services	Install Thrust	3	75.00	225.00
06/10/2025	Services	Install Service	3	201.00	603.00
06/10/2025	Services	Install Drian	1	201.00	201.00
06/11/2025	Services	Install Services	5	201.00	1,005.00
06/11/2025	Services	Install Thrust Block	2	75.00	150.00
06/11/2025	Labor	SE swell, moved material, lasered T and 45 across swell	7	70.00	490.00
06/11/2025	45 Excavator		6	140.00	840.00
06/12/2025	Labor	Dug deep for 4" crossing avoiding mega lug and 90's	8	70.00	560.00
06/12/2025	45 Excavator		5	140.00	700.00
06/12/2025	Services	Install Services	4	201.00	804.00
06/12/2025	Services	Install Drain	1	201.00	201.00
06/12/2025	Services	Install Thrust Block	3	75.00	225.00
06/13/2025	Labor	Added 20' to Rocky Top crossing (93' all together) put drian rock and fill, 4" perf line NE corner	16	70.00	1,120.00
06/13/2025	45 Excavator		12	140.00	1,680.00
06/16/2025	Labor	Added material to NE corner, moved back black rock and wire on slope	6	70.00	420.00
06/16/2025	45 Excavator		3	140.00	420.00
06/17/2025	Labor	pulled landscape back, de watered lines, tied in and put landscape back	9	70.00	630.00
06/17/2025	45 Excavator		4	140.00	560.00
06/17/2025	Services	Installed Services	2	201.00	402.00
06/18/2025	Labor	Shut off line and drained, put landscape back, installed green irrigation boxes	12	70.00	840.00
06/18/2025	45 Excavator		3	140.00	420.00
06/18/2025	Services	Installed Services	2	201.00	402.00
06/18/2025	Services	Installed Thrust Block	2	75.00	150.00
06/19/2025	Labor	Opened all valves and pressurized, bled air out of lines	3	70.00	210.00
06/23/2025	Labor	Cleaned piles from common areas, fixed slope on N side for pipe, got pipe for job by church	3	70.00	210.00
06/23/2025	45 Excavator		11	140.00	1,540.00
06/24/2025	Labor	Tie in on N side, found and fixed	8	70.00	560.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		valve box in same area, drianed line			
06/24/2025	45 Excavator		3	140.00	420.00
06/24/2025	Services	Installed Service	1	201.00	201.00
06/24/2025	Services	Installed Valve	1	145.00	145.00
06/27/2025	Services	Installed Services	5	201.00	1,005.00
06/27/2025	Services	Installed Thrust Block	1	75.00	75.00
06/30/2025	Labor	Installed lines by church, tied in, found and plugged leak,	23	70.00	1,610.00
06/30/2025	45 Excavator		11	140.00	1,540.00
06/30/2025	Services	Installed Thrust Block	1	75.00	75.00
06/30/2025	Parts	misc. parts for repair	1	27.00	27.00T
06/30/2025	Services	Install Pipe 6" and 4", Phase 6	2,540	3.20	8,128.00
06/30/2025	Services	Install Wie, Phase 6	3,200	0.25	800.00
07/01/2025	Disposal	material haul off	1	150.00	150.00

SUBTOTAL	49,080.50
TAX	7.47
TOTAL	49,087.97
BALANCE DUE	\$49,087.97

Butterfield Lawn & Landscape
P.O. Box 935 Emmett, ID 83617
Barry Butterfield 208-989-9339

Highland Subdivision
Emmett, ID

This bid is for Highland common lot located south of the new church.

Install sprinklers on 1.2 acres of common area *↳ include hose bib @ boxes for blow-out/air vent/* \$12,350

Landscape corner of 12th & Empire approximately 20' X 30' area:

2 Shade Master Locust 2" (shade for bench sitting area)

1 Canada Red Choke Cherry 2"

1 Black Hills Spruce 5'-6'

5 Ivory Halo Dogwoods 5 gal.

3 Curl Forester Grass plants 1 gal.

7 Daylilies 1 gal.

Weed Fabric

Rock

Drip system

Planting Fee \$ 3,500

Install 10 shade trees along east side along canal on Highland property *↳ to be planted when dormant* \$ 4,800

Apply 250 yards compost to north end of lot \$ 7,750

Prepwork (skid steer, dump truck) \$ 5,000
(17 hours completed as of 7/9)

Add boulders to corner and along east border
Estimated 10-12 \$ 3,000

Total \$36,400

excludes hydroseeding - Goal at mid-August

*Bill to: 210 Main, LLC
adam@ratterdot.com*

Ada. ~~AA~~ 7/10/25

A & D HYDROSEEDING LLC.

Serving the Treasure Valley from Weiser to Mountain Home

(208) 922-5451

8334 Baseline Road

Melba, Idaho 83641

A LATE FEE OF 1.5% PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS

INVOICE

PLEASE PAY FROM THIS INVOICE

DATE: 8-18-25

INVOICE #

DUE DATE: 9-1-25

210 Main LLC

P.O. Box 488

Emmett, ID 83617

(208) 407-8830

ORDER DETAILS

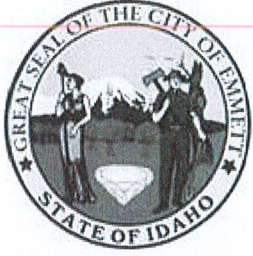
Hydroseeding done at the SW corner of
E 12th Street and Empire, Common Area.

TERMS

TOTAL:

\$ 7,190.⁰⁰

THANK YOU



CITY OF EMMETT

Zoning Department
601 E. 3rd Street
Emmett, Idaho 83617
208-365-9569

October 7, 2025

Mayor and Emmett City Council,

Kent Brown is requesting a one-year time extension for Payette River Estates Subdivision. The preliminary plat for Payette River Estates is due to expire on August 8, 2024. ECC 10-2-3L allows an extension of time to file a final plat and shall state the reasons for failure to file the final plat application. Extension of time shall not exceed 1 year. More than one extension may be granted upon showing of good cause.

Ownership of this development has changed from the previous owner. Due to the requirement of a lift station over in home sewer grinders, as was originally submitted with the construction drawings, it has delayed the new owners from starting construction. The engineered plans for the sewer lift station have been submitted and is under review by city engineers.

Staff is in support of this time extension showing good cause.

Possible Motion:

I would like to make a motion to grant a one-year time extension to October 14, 2026, to file a final plat for Payette River Estates Subdivision.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Sullivan", is written over a horizontal line.

Brian Sullivan
Zoning Administrator

KENT BROWN PLANNING SERVICES

October 7, 2025

City of Emmett
601 E. 3rd St.
Emmett, ID 83617

RE: Time Extension of Payette River Estates (PP-21-004)

Dear Brian Sullivan,

On behalf of Endurance Holdings LLC., please accept this request for a one-year extension for the Payette River Estates Subdivision. Payette River Estates Subdivision was originally approved on February 8, 2022. Consecutive time extensions have been submitted and approved.

The developer is currently working on the design for the sewer lift station to increase the service area of the lift station to include the area to the north and on the 404 permit with Army Corps. These development plan issues have delayed the completion of the construction plans for the Payette River Estates Subdivision.

Therefore, please accept this request for a one-time extension of Payette River Estates (PP-21-004).

Sincerely,

A handwritten signature in black ink, appearing to read "Kent Brown", with a stylized, cursive script.

Kent Brown
Planner



Pay Estimate Period	
9/1/2025 – 9/30/2025	
Upper Pressure Zone 1 Storage Tank	\$74,544.78

Date: October 8, 2025

To: Steven Freemeyer
City of Emmett
601 E. 3rd St.
Emmett, ID 83617

Subject: Upper Pressure Zone 1 Storage Tank --
Application and Certificate for Payment #3

Pay Request # 3

Pay to Order of:

Granite Excavation, Inc.
23 Warm Lake Hwy.
Cascade, ID 83611

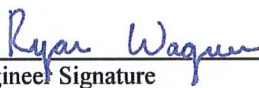
For District review and approval, we have enclosed the following items:

Pay Request No.	Pay Estimate Period	Project No.	Description
3	9/1/2025-9/30/2025	210022-086	14" and 8" fittings and valves, tank sensing line, tank valve vault, 12' overflow, pond outlet

Item	Contract Funds ¹	Amount Recommended for Payment (Including 5% Retainage)	Total Recommended for Payment to Date	Percent Complete
Total	\$1,255,183.22	\$74,544.78	\$229,748.67	18%

1. There have been no change orders to date.

We have reviewed the attached Application and Certificate for Payment and recommend the City pay the requested amount. If the attached pay request is found acceptable, please sign.


Engineer Signature

10/08/2025

Date

City of Emmett Signature

Date

Enclosure(s): Granite Excavation, Inc. Construction Pay Application #3 (8/07/2025)



Contractor's Application for Payment No. 3

Application Period:	09/01/2025 - 09/30/2025	Application Date:	10/7/2025
To (Owner):	The City of Emmett	Via (Engineer):	Keller Associates
Project:	Upper Pressure Zone 1 Storage Tank	Contract:	
Owner's Contract No.:	25-012	Engineer's Project No.:	210022-86

**Application For Payment
Change Order Summary**

Approved Change Orders		1. ORIGINAL CONTRACT PRICE
Number	Additions	
		2. Net change by Change Orders
		3. Current Contract Price (Line 1 ± 2)
		4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)
		5. RETAINAGE:
		a. 5% X \$241,840.70 Work Completed
		b. 5% X Stored Material
		c. Total Retainage (Line 5.a + Line 5.b)
		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)
		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)
		8. AMOUNT DUE THIS APPLICATION
		9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

(4) By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the certifications are sufficient

Contractor Signature

By: **Sage Warner** Date: 10/7/2025

Payment of: \$ **74,544.78**
(Line 8 or other - attach explanation of the other amount)

is recommended by: **Ryan Wagner** 10/08/2025
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date)
(Owner)

Approved by: _____ (Date)
Funding or Financing Entity (if applicable)

Progress Estimate - Lump Sum Work

EJDC® C-620 Contractor's Application for Payment
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Page 2 of 12

Contractor's Application

Progress Estimate - Unit Price Work

For (Contract):										Application Number: 3		
Application Period: 08/01/2025-08/31/2025										Application Date: 10/7/2025		
A										F		
Item		Contract Information				B	C	D	E			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
1	PVC Conduits	555	LF	\$9.18	\$5,094.90	400	\$3,672.00		\$3,672.00	72.1%	\$1,422.90	
1	Clear & Grub	21,747	SF	\$0.19	\$4,131.93	21747	\$4,131.93		\$4,131.93	100.0%		
1	Excavation	1,035	CY	\$19.68	\$20,368.80	700	\$13,776.00		\$13,776.00	67.6%	\$6,592.80	
1	Import Embankment	2,628	CY	\$35.78	\$94,029.84						\$94,029.84	
1	Export Pipe Spoils	178	CY	\$5.11	\$899.36	150	\$766.50		\$766.50	85.2%	\$132.86	
1	Connect To Existing Water Main	3	EACH	\$3,925.54	\$11,776.62	3	\$11,776.62		\$11,776.62	100.0%		
1	14" Water Main (Tank Discharge)	226	LF	\$84.51	\$19,099.26	200	\$16,902.00		\$16,902.00	88.5%	\$2,197.26	
1	8" (Tank Fill)	122	LF	\$67.23	\$8,202.06	100	\$6,723.00		\$6,723.00	82.0%	\$1,479.06	
1	8" Upper Zone 1 Distribution	195	LF	\$40.81	\$7,957.95	195	\$7,957.95		\$7,957.95	100.0%		
1	8" Control Valve & Vault W/Bypass	2	EACH	\$52,803.42	\$105,606.84	0.75	\$39,602.57		\$39,602.57	37.5%	\$66,004.28	
1	8" Drain Flex To Box	37	LF	\$416.30	\$15,403.10	37	\$15,403.10		\$15,403.10	100.0%		
1	12" Overflow Flex To Box	37	LF	\$266.00	\$9,842.00	37	\$9,842.00		\$9,842.00	100.0%		
1	Pond Outlet	1	EACH	\$7,575.74	\$7,575.74	1	\$7,575.74		\$7,575.74	100.0%		
1	Final Subgrade	7,273	SF	\$0.25	\$1,818.25	2500	\$625.00		\$625.00	34.4%	\$1,193.25	
1	Gravel Access Road	507	CY	\$40.28	\$20,421.96						\$20,421.96	
1	Landscape Rock W/Fab	90	CY	\$102.07	\$9,186.30						\$9,186.30	
2	R&R Asphalt	2,800	SF	\$13.26	\$37,128.00						\$37,128.00	
2	Connect To Existing Water Main	3	EACH	\$3,075.07	\$9,225.21						\$9,225.21	
2	8" C900 Water Main	379	LF	\$64.14	\$24,309.06						\$24,309.06	
2	Tie Over Fire Hydrant	1	EACH	\$1,572.04	\$1,572.04	1	\$1,572.04				\$1,572.04	
2	R&R Sidewalk, C&G	275	SF	\$13.91	\$3,825.25						\$3,825.25	
Totals							\$138,754.41		\$138,754.41	33.2%	\$278,720.07	

WHITE PETERSON

ATTORNEYS AT LAW

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.

CANYON PARK AT THE IDAHO CENTER

5700 E. FRANKLIN RD., SUITE 200

NAMPA, IDAHO 83687-7901

TEL (208) 466-9272

FAX (208) 466-4405

PROPOSAL FOR LEGAL SERVICES FOR THE CITY OF EMMETT

WHITE PETERSON

ATTORNEYS AT LAW

MARC J. BYBEE
MAREN C. ERICSON
WM. F. GIGRAY, III
LINDA C. HALSEY
MATTHEW A. JOHNSON
JACOB M. JONES
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PHILIP A. PETERSON
WILLIAM L. PUNKONEY

WILLIAM F. NICHOLS (1955-2025)
TERRENCE R. WHITE, RETIRED
WILLIAM F. "BUD" YOST, RETIRED

* Also admitted in OR

September 12, 2025

Gordon Petrie, Mayor
City of Emmett
501 E. Main St.
Emmett, ID 83617

Emmett City Council:
Tona Henderson, President
Steve Nebeker *Denise Sorenson*
Jody Harris *Thomas Butler*
Gary Resinkin

RE: Proposal for Legal Services

Dear Mayor Petrie and City Councilmembers:

White, Peterson, Gigray, & Nichols, P.A. ("White Peterson") respectfully submits for your consideration our Proposal for Legal Services for the City of Emmett.

The attorneys and staff at White Peterson take great pride in the quality of legal services we provide to municipal and public entities. Our attorneys are fully licensed to practice in Idaho, and are also recognized leaders in public law, with several having been honored with highly regarded awards from the Idaho Municipal Attorneys Association and the Idaho State Bar. Our attorneys have actively shaped public policy by testifying before the Idaho Legislature and have successfully advocated in courts throughout Idaho, including the Idaho Supreme Court.

We welcome the opportunity to discuss the legal services White Peterson can offer to the City of Emmett. If you have any questions about our proposal, please feel free to contact me. We look forward to further discussion with you.

Very truly yours,

WHITE PETERSON



Matthew A. Johnson

TABLE OF CONTENTS

About the Firm.....	4
Local Government Law: Areas of Expertise.....	5
Attorneys.....	8
Access, Communication and Availability.....	16
Conflict of Interest.....	17
Proactive Approach to Legal Services.....	18
Compensation.....	19
General Company Data.....	20

ABOUT THE FIRM

White Peterson is a general practice law firm with a specialization in representing and advising local government clients. The Firm's collective experience in representing local government clients includes ongoing legal services in all phases of municipal operations. This firm has been in Nampa since 1968 and has represented municipal clients for over 50 years. Presently, there are ten attorneys practicing in the Firm. Our offices are located directly in front of the Ford Idaho Center in Nampa, Idaho with easy access to Interstate 84.

The following is a list of many of our municipal and special service district clients:

- Cities:** City of Carey; City of Cascade; City of Ketchum; City of Kuna; City of McCall; City of Melba; City of Sun Valley; City of Wilder
The Firm also represented the City of Nampa from 1974 to 2014, the City of Meridian from 1998 to 2004, the City of Caldwell from 1990 to 1995 and the City of Greenleaf from 1990 to 2002.
- Highway Districts:** Nampa Highway District No. 1; Canyon Highway District No. 4; Golden Gate Highway District No. 3; Notus Parma Highway District No. 2.
- Fire Districts:** Caldwell Rural Fire Protection District; Eagle Fire Protection District; Homedale Rural Fire Protection District; Jerome Fire Protection District; Ketchum Fire District; Kuna Rural Fire District; Meadows Valley Fire Protection District; Middleton Rural Fire Protection District; Moscow Rural Fire Protection District; Nampa Fire Protection District; New Plymouth Fire Protection District; North Ada County Fire and Rescue District; North Bannock Fire Protection District; Star Fire Protection District; Sunset Fire Protection District; Swan Valley Fire Protection District; Timberlake Rural Fire Protection District; Wilder Rural Fire Protection District
- Cemetery Districts:** Greenleaf Cemetery District; Joint Fairview Cemetery Maintenance District; Kuna Cemetery District; Pleasant Ridge Cemetery Maintenance District
- Irrigation Districts:** Golden Gate Irrigation District; Canyon Hill Irrigation District; Emmett Irrigation District
- Other:** Blaine County Housing Authority; Canyon County Ambulance District; Garden Valley Recreation District; Greater Middleton Parks & Recreation District; Housing Authority of the City of Wilder; 2 Forks Recreational Water and Sewer District; North Lake Recreational Sewer and Water District; Nampa Auditorium District; Wilder Free Library District.

White Peterson specializes in the following areas of law directly related to its municipal clients:

Local Government Law

Our Firm works with our local government clients on a daily basis to understand, handle, and administer under Idaho's municipal corporations law, and associated governance laws such as the Open Meetings Law, Public Records Law, and Ethics in Government Law. We routinely assist with public records reviews and requests, records management policy, municipal powers questions, meeting organization, executive session issues, ethics and conflict of interest questions, elections administration, and budget issues and concerns. Our legal support staff also works closely with local government clerks to track, calendar, notice, and record as necessary on these general municipal corporation procedures.

Ordinance/Policy/Regulations Drafting

Our Firm has experience in drafting all types of ordinances, regulations and policy for local government entities. It is an everyday part of our practice.

We also are active in monitoring, and at times participating, in legislative and regulatory activity that will impact our local government clients. This includes active involvement in both the Idaho Municipal Attorneys and the Association of Idaho Cities. We are also members of the International Municipal Lawyers Association. Our involvement in tracking and commenting on legislation helps us to provide counsel to our local government clients on issues of concern and local ordinance or policy changes needed in response to state or federal legislative or regulatory changes.

Land Use and Real Estate Law

White Peterson has substantial experience in land use regulation as well as real property and right-of-way acquisitions. We guide our clients through the entire lifecycle of real estate and development projects. Our experience covers key planning and zoning processes such as annexations, platting, special use permits, and variances. We also handle the practical side of securing land for public use, including easements, rights-of-way, and the development of administrative or recreational facilities. For more complex initiatives, we are well-versed in structuring acquisitions that involve joint powers agreements and establishing local improvement districts to bring community projects to life.

We have experience in guiding our clients through large construction and development projects, including new water systems, sewer system upgrades, city halls, fire stations, administrative offices, real estate purchases, elementary and high schools, and event facilities, such as the Idaho Center in Nampa.

We also have handled the wide variety of land use matters within planning, zoning, and development. This includes assisting clients with comprehensive planning, areas of city impact, subdivision and development ordinances, zoning amendments and regulations, land use hearings, administrative appeals, and additional land use issues under the Local Land Use Planning Act (LLUPA).

Public Safety and Code Enforcement

White Peterson has worked closely with police and fire departments for municipal clients of all sizes. We have assisted in a variety of matters including public records, personnel matters, labor negotiations, analysis of constitutional issues such as due process, and departmental organization. White Peterson also has ongoing experience with the enforcement of international safety codes, fire codes, building codes, nuisance abatement, and municipal codes.

Public Works and Municipal Utilities

The Firm has extensive experience with municipal public works and administrative utilities, including wastewater, storm water, drinking water, irrigation, parks and roads and streets. Our attorneys have decades of legal experience counseling cities, highway districts, water and sewer districts, and irrigation districts. In addition, we are experienced and have assisted with municipal utility rate-setting and adjustments, obtaining public works project financing and working with the Idaho Revenue Bond Act (including assisting with both elections and judicial confirmation lawsuits), acquiring rights-of-way, handling eminent domain issues (including prosecuting and defending), handling water rights, and negotiating use of qualified facilities by private utilities, as well as advising in the creation, application, and enforcement of city public works policy.

Water Rights, Environmental Law, Administrative Law and Regulatory Compliance

White Peterson is experienced in negotiations, compliance, and administrative agency actions related to wastewater, storm water, drinking water and water rights, irrigation, airports, highways and transportation. Our firm is able to assist clients with issues arising from federal regulatory programs, such as the Clean Water Act, National Environmental Policy Act, Clean Air Act, RCRA, and CERCLA. In addition, we assist clients with state regulatory issues arising under the Idaho Environmental Protection and Health Act, the state water quality standards, underground storage tank requirements, and general natural resource and environmental concerns. We are experienced with administrative rule-making and administrative review processes, as well as assisting city staff with enforcing local restrictions and permits required by federal and state law.

Collections

Our Firm has worked closely with our local government clients to address collections policies and practices. We have advised and assisted on collections policy, collections process updates, collections notices, options for small-claims courts proceedings, and additional options such as special assessments when appropriate.

Litigation

White Peterson has considerable litigation experience. The following is an illustrative list of the types of litigation our Firm has handled for local government clients: declaratory judgment actions; defense of ACLU suits and claims involving speech, rights of assembly and petition gathering; defense of claimed violations of Article VIII, Section 3 of the Idaho Constitution; election contests; eminent domain; fair housing; highway validation; human rights; inverse and de facto condemnation claims; judicial review; land use planning matters; Open Meeting Law; quiet title actions; breach of contract claims; easement disputes; and tort claims.

Employment Law

Our Firm helps clients develop effective personnel policies which address hiring practices and protocols, pre-employment inquiry process, employee evaluation, discipline and discharge hearings, including issues unique to public sector employers, and unemployment claims and hearings. We have conducted investigations into allegations of employee misconduct and have made recommendations to the employers regarding employee discipline ranging from oral reprimands to discharge. We have reviewed, commented upon, and revised employee improvement plans to clarify expectations and consequences. We have also assisted in the development of employee benefits policies and addressed employee benefit issues. Part of our work in this area is to coordinate with our client's employment insurance carrier to improve the likelihood that adverse action against an employee will not result in litigation, or, if litigation ensues, increase the probability of a favorable outcome for the client.

Labor Law

White Peterson has considerable experience and familiarity with the Fair Labor Standards Act, Equal Employment Opportunity Act of 1972 together with the Presidential Executive Orders Nos. 12898 and 13166 and the regulations issued by the Equal Employment Opportunity Commission, Americans with Disabilities Act, Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act of 1974, Uniformed Services Employment and Reemployment Rights Act of 1994, Age Discrimination in Employment Act, Family and Medical Leave Act, Equal Pay Act of 1963, and the Civil Rights Acts of 1964 and 1991 which prohibit discrimination in employment.

Finance

Our Firm is regularly involved with the financial side of municipal administration. This has included involvement in the budgeting process and in the development and establishment of standing funds (including standing funds under joint powers agreements with other governmental agencies). Our attorneys also work with government auditors on a regular basis to ensure best accounting practices are followed. Additionally, our firm has experience with the Idaho Depository Law, municipal bonds, and impact fees.

Intergovernmental Relations

It is very important for municipalities to work together with neighboring jurisdictions, State, and Federal agencies. We have experience in drafting and coordinating joint powers agreements, cooperative efforts of various jurisdictions, including state agencies, when there is a common problem or a need to coordinate. These efforts have included responses to NPDES, FEMA, MS4 regulation, highway jurisdictional matters involving work agreements, material site ownership and operation, joint crushing operations, corridor access management, highway exchange maintenance agreements, joint lobbying efforts on legislation both involving state and county legislative efforts and bill drafting. Our firm members are very involved in the Association of Idaho Cities and Idaho Municipal Attorneys Association.

ATTORNEYS

Designation of Proposed Primary Attorneys: White Peterson proposes that the primary attorneys for the City of Emmett will be Matthew A. Johnson and Marc J. Bybee. Jacob M. Jones will serve as primary backup and as an additional point of contact.

MATTHEW A. JOHNSON

<i>Practice Areas</i>	Municipal and Local Government; Planning and Zoning; Land Use; Environmental and Natural Resources; Water Rights; Administrative Law and Regulatory Compliance; Public Policy; Employment Law; Real Estate
<i>Education</i>	Washington University in St. Louis, J.D. 2007; Washington University in St. Louis, M.A. Political Science 2007; College of Idaho, B.A. 2000
<i>Admitted</i>	2007, Idaho and U.S. District Court, District of Idaho
<i>Memberships</i>	Idaho Municipal Attorneys; International Municipal Lawyers Association; Third Judicial District Bar Association (President, 2010-2011; Secretary, 2009-2010) Idaho State Bar Real Property Section
<i>Community Interests</i>	Nampa Chamber of Commerce (Board member <i>ex officio</i>); Rotary Club of Nampa; Boys and Girls Club of Nampa (Board member); First United Presbyterian Church.
<i>Awards</i>	2015 Mountain States Super Lawyers Rising Star; 2013 Idaho Municipal Attorneys Rising Star Award; 2007 American Bar Association, Section of State and Local Government, Student Award.
<i>References</i>	Peter Hendricks, Mayor Jim Keating, City Administrator Nancy Flannigan, City Clerk City of Sun Valley P.O. Box 416 Sun Valley, Idaho 83353 (208)622-4438 Jade Riley, City Administrator Trent Donat, City Clerk City of Ketchum 480 East Ave. N. Ketchum, Idaho 83340 (208)726-3841

Mitch Minnette
Nampa Chamber of Commerce, CEO
323 11th Avenue South
Nampa, Idaho 83651
(208) 249-4268

Mr. Johnson focuses a significant portion of his practice on local government entities. He has served as the primary city attorney for the City of Sun Valley since July 2016 and the City of Ketchum since October 2016. Upon joining the firm, he served as the primary City Attorney for the City of Melba, an assistant attorney focused on planning and zoning for the City of Wilder; and an assistant city attorney for the City of Nampa. He currently serves as the firm's chairperson for its local government practice group.

Environmental and administrative law is a particular area of expertise for Mr. Johnson. During his time serving the City of Nampa, he worked closely with the Department of Public Works for the City of Nampa on preparation, review, negotiation, and response to National Pollutant Discharge Elimination System (NPDES) permits for storm water and wastewater issued by the EPA. Mr. Johnson served on the City's storm water regulatory team that sought to address and handle new storm water regulations imposed on the City by EPA. He also advised the City's wastewater regulatory team.

In addition to wastewater and storm water issues, Mr. Johnson has also assisted Nampa and other local government clients with water rights, right-of-way and access issues, special district formation, rate-setting and adjustments, procurement and sale of property, real property acquisition, and utility relocation. He has also handled the range of general municipal law issues, such as public records, open meetings, ordinances and resolutions, contract negotiations, finance and budget issues, and elections issues.

More recently, a substantial portion of Mr. Johnson's practice has been serving as the primary city attorney for the cities of Sun Valley and Ketchum. The range of projects for these cities runs the gamut of local government law issues. Recent projects of particular note include:

- Advising the City of Ketchum throughout processes, including election, on the bonding and construction of a new fire station, and the acquisition of a new city hall building including condemnation issues;
- Assisting and advising the City of Sun Valley in reviewing and updating their personnel policy and best practices, as well as assisting in personnel transitions;
- Successfully defending the City of Ketchum in a union arbitration proceeding related to a fire district employee;
- Handling administrative appeals processes for the City of Ketchum;
- Successfully managing personnel disciplinary matters and defending unemployment and personnel claims;
- Managing litigation teams on a number of lawsuits brought against the City of Ketchum, including arguments before the Idaho Supreme Court;
- Providing numerous public records and open meetings law presentations and updates to city councils, planning and zoning commissions, and city staffs;
- And perhaps most importantly, infinite meetings and exchanges (often small in scope) with various local government officials and staff to discuss questions and issues so as to refine policies, manage personnel issues, go through appropriate procedural steps, and in general

provide for efficient and economical operations while proactively preventing major legal issues.

Mr. Johnson is in good standing and licensed to practice law before all courts and administrative agencies of the State of Idaho.

MARC J. BYBEE

<i>Practice Areas</i>	Municipal Law; Fire Districts and Department Law; Contract Law; Real Property and Land Use Law; Eminent Domain; Government Procurement; General Corporate Representation; Civil Litigation; Probate; Guardianships; Landlord-Tenant.	
<i>Education</i>	University of Idaho College of Law, J.D. 2013, Boise State University, Bachelor of Business Administration, 2010; Chief Symposium Editor, Idaho Law Review 2012-13.	
<i>Admitted</i>	2013, Idaho State Bar; 2019, U.S. District Court, District of Idaho.	
<i>Memberships</i>	Idaho State Bar; Idaho Municipal Attorneys Association; Idaho State Bar Litigation Section; Idaho State Bar Government & Public Sector Lawyers Section; Idaho State Bar Taxation, Probate & Trust Law Section; Idaho State Bar Real Property Section.	
<i>Awards</i>	2024, Idaho Municipal Attorneys Rising Star Award.	
<i>Community Interests</i>	Caldwell Chamber Government (Ex-officio Board member/legal counsel); Volunteer Coach for Inferno Soccer Club; Member of the City of Caldwell Parks and Recreation Committee.	
<i>References</i>	Joe Stear, Mayor City of Kuna 751 W. 4th St. Kuna, Idaho 83634 (208)922-5546	Cory Dickard, Mayor City of Melba 401 Carrie Rex Ave. Melba, Idaho 83641 (208) 495-2722
	Steve Rhodes, Mayor City of Wilder 107 4th St. Wilder Idaho, 83676 (208) 482-6204	T.J. Lawrence, Fire Chief Kuna Rural Fire District 150 W. Boise Street Kuna, Idaho 83634 (208) 922-1144

Mr. Bybee joined White Peterson in 2019, bringing six years of intensive litigation experience from his time at the Canyon County Public Defender's Office. As a trial attorney for the county, he was in court daily, representing clients in a wide range of misdemeanor and felony cases. This demanding role honed his skills in legal analysis, courtroom advocacy, and high-stakes negotiation. His background provides a distinct advantage in advising our municipal clients on crafting enforceable ordinances and vigorously defending the City's interests in any potential litigation.

Since joining the firm Mr. Bybee has developed a substantial practice in municipal and government law, and has established himself as a trusted advisor to multiple Idaho municipalities. Presently, Mr. Bybee works as the primary attorney for the City of Kuna, City of Wilder (which also involves representing the Wilder Housing Authority), and the City of Melba, as well as specialized entities like the Kuna Rural Fire District and the Ketchum Fire District. Mr. Bybee has also assisted in the representation of multiple cities, fire districts, and highway districts on a project basis. By

representing a wide range of local government clients, he has developed a deep understanding of how to provide effective, proactive legal advice that keeps public entities operating smoothly and out of court.

Mr. Bybee is a proven advocate who has successfully represented clients at the highest level, having twice argued cases before the Idaho Supreme Court. Mr. Bybee has managed or assisted with complex litigation related to firefighter's retirement benefits, eminent domain (including through a railroad right of way), breach of contract and lien foreclosure, public road validation, and complex probate proceedings. Mr. Bybee's deep litigation experience directly informs his advisory work, where he drafts policies, codes, and contracts designed to protect the City's interests and prevent disputes before they begin.

In addition to his work for public sector clients, Mr. Bybee serves as legal counsel for multiple private corporations, regularly represents clients in probate and guardianship matters, and also maintains a practice in real property and landlord-tenant law.

Mr. Bybee is in good standing and licensed to practice law before all courts and administrative agencies of the State of Idaho.

JACOB M. JONES

<i>Practice Areas</i>	Municipal and Local Government; Real Estate; Corporate and Business Formation; Civil Litigation.
<i>Education</i>	University of Idaho, J.D., 2022 (<i>magna cum laude</i>), Brigham Young University, B.A. Political Science, 2019; Chief Managing Editor, Idaho Law Review 2020-22
<i>Admitted</i>	2022, Idaho State Courts; 2024, District of Idaho
<i>Memberships</i>	Idaho State Bar Association; Idaho Municipal Attorney's Association
<i>Community Interests</i>	Caldwell Chamber of Commerce
<i>References</i>	Judith Nissula, Mayor City of Cascade 105 S. Main St. P.O. Box 649 Cascade, Idaho 83611 (208) 315-1962
<i>Publications</i>	<i>The Wrongly Read Right: Insurrection and the Second Amendment Right to Bear Arms</i> , AMAN MCLEOD & JACOB M. JONES (2025).

Mr. Jones attended the University of Idaho College of Law where he graduated *magna cum laude* (top six percent of his class). He was also the Chief Managing Editor of the Idaho Law Review, where he oversaw and managed more than thirty student editors in review and revision of legal scholarship.

During law school, he worked as a legal clerk for the Honorable Judge Faren Eddins. He also interned with the City of Idaho Falls Legal Department, participating in meetings with City Officials and making recommendations to the City Attorney. Mr. Jones also interned with the City of Moscow Legal Department where he worked as a prosecutor. He also worked at Herrington & Associates, PLLC, a private law firm specializing in representing local government entities. Upon graduating from law school, he began work as a Deputy Prosecutor in Bonneville County where he represented the county in court daily gaining valuable courtroom experience.

Mr. Jones joined White Peterson in June of 2023, and has been actively engaged in the firm's local government practice. As the primary attorney for the City of Cascade, he is the city's trusted advisor on the full range of municipal issues, from day-to-day guidance to contract negotiation to complex code enforcement actions.

His expertise is particularly suited for a community like Emmett, with deep, hands-on experience in:

- **Land Use and Infrastructure:** Guiding cities through growth by managing annexations, subdivision updates, and development agreements, ensuring public infrastructure like water and wastewater systems can support new projects.
- **Water and Special Districts:** His role as lead counsel for the Golden Gate and Weiser Irrigation Districts demonstrates a practical command of Idaho's water laws, district

governance, and right-of-way issues. He also advises fire and EMS districts on governance, funding, and interlocal agreements.

- **Transparent and Defensible Governance:** Mr. Jones focuses on proactive compliance with Idaho's Open Meetings and Public Records laws. He provides clear training for councils and staff, helps craft defensible findings for public hearings, and has experience managing litigation and administrative appeals to protect the city's interests.

Should a matter escalate, he is an experienced civil litigator, prepared to manage a case from start to finish. His experience includes motion practice, taking and defending depositions, working with and deposing expert witnesses, and negotiating favorable resolutions. This comprehensive skill set ensures the City is protected by a strong advocate who can defend its interests in court.

LOCAL GOVERNMENT ASSISTANT

Itzel Lopez, our municipal law and policy legal assistant, will serve as primary support staff. Itzel coordinates and communicates with our local government clients, particularly with clerks, to assist in policy and legal support.

ADDITIONAL ATTORNEYS

The following attorneys would be available on specialized issues or projects as needed:

- **William F. Gigray** – Mr. Gigray has significant experience in municipal law, impact fees and land use law. Additionally, Mr. Gigray has more than 40 years of experience serving as general counsel for municipal and numerous special service districts since the mid-1970s.
- **William L. Punkoney** - Mr. Punkoney has significant experience providing legal counsel to municipalities including the Cities of Wilder and McCall; The Nampa Development Corporation; Caldwell School District No. 132; the Fire Protection Districts for Nampa, Star, Marsing and Wilder, among others.
- **Brian O'Bannon** – Mr. O'Bannon focuses on intellectual property, constitutional and appellate law, and supports the other attorneys in the office with his expertise in legal research and writing. Mr. O'Bannon regularly supports our local government attorneys with litigation and appellate matters.
- **Phillip A. Peterson** – Mr. Peterson has significant experience with employment benefits and tax law.
- **Maren C. Ericson** – Maren joined the firm in May 2024. She focuses on all things local government, and works with the firm's various public clients. Prior to joining White Peterson, Maren worked for nine years as an associate and a partner at firms representing municipal agencies in Southern Idaho. She received the Idaho Municipal Attorneys Rising Star Award. Maren's practice has also included business transactions, real estate, corporate counsel, employment and HR, and civil litigation.
- **Linda C. Halsey** – Linda Halsey joined the firm in September 2024. Her practice areas focus on business law, local government, and civil litigation. She earned her J.D. from University of Idaho in 2024, and graduated cum laude with an emphasis in business law.

-
- Luke C. Dominiak – Luke Dominiak joined the firm in August on 2025. His practice areas focus on business law, local government, civil litigation and real property. He earned his J.D. from University of Idaho in 2025, and graduated as a distinguished executive member on the Idaho Law Review.

The attorneys of our Firm are all in good standing and licensed to practice before all courts and administrative agencies of the State of Idaho.

Martindale-Hubbell Rating: White Peterson has an AV Preeminent rating

ACCESS, COMMUNICATION AND AVAILABILITY

Our office is located at 5700 E. Franklin Rd., Suite 200, in Nampa, Idaho. We are prepared to provide in-person or remote attendance for meetings and legal services as necessary or requested. Mileage and travel costs would be billed to the City unless otherwise incorporated via negotiation into a retainer agreement.

Our office hours are 8:00 a.m. to 5:00 p.m. Legal services during the evening, weekends, or holidays are available via appointment. Our local government attorneys are experienced with handling meetings and appointments outside of normal business hours.

Our Firm provides our attorneys with communication technology, including smart phones, such that they are reasonably available at most times, including by e-mail, and are able to respond promptly when needed in emergency situations or upon appointment outside regular business hours. We are experienced in making arrangements to be available in emergency or urgent situations, including in-person attendance of meetings, telephonic attendance, and videoconference attendance.

For efficiency purposes and to manage costs to the City, our intention would be to primarily provide day-to-day legal counsel and communication via telephone, electronic mail, and videoconferencing. However, due to the close proximity between the City and our office, we can be available for in-person meetings (such as council, commission, or staff meetings) as in person attendance is requested and desired by the City.

Our local government team of attorneys and support staff allows us to timely handle needed legal services. We encourage open and regular communication between City officials and staff and our office to assist in expediting information gathering and responses on issues. An initial contact, via telephone or e-mail, on a question or issue would typically be through the primary attorneys or our local government assistant. That inquiry would then be addressed directly by Mr. Johnson, Mr. Bybee, or Ms. Lopez, or if they are unavailable forwarded to another member of our local government team for review and response. An initial verbal or electronic response will typically be provided within one day of inquiry. Most standard inquiries will be fully addressed and a written response provided within three to fourteen days depending on complexity, or in situations requiring substantial additional research or drafting an anticipated schedule of response will be provided within that same timeframe. Our office is experienced and fully prepared to handle and address emergency or urgent issues within shorter timeframes when necessary.

Our local government team is experienced in working with outside legal counsel in specialized areas such as bond counsel or with insurance-provided defense counsel. We are fully willing to coordinate with the City as needed in such situations where outside counsel is needed or desired.

CONFLICT OF INTEREST

We have performed a conflict-of-interest review on clients of the firm, looking back three years, and have identified no current legal engagements where our firm is representing a client directly adverse to the City of Emmett or imminently likely to be adverse to the City of Emmett. At this time, we do not anticipate any conflicts of interest regularly arising with respect to performance of City Attorney duties for the City of Emmett.

PROACTIVE APPROACH TO LEGAL SERVICES

White Peterson has successfully helped local government clients of all sizes navigate challenges and opportunities through an approach that emphasizes experienced and preventative legal counsel. Our approach to legal services encourages that the City Attorney be a key sounding board for the City governance and management team. We emphasize a pro-active and preventative approach to legal services that seeks to identify potential issues and problems early so they can be prevented via planning, policy and administration, minimizing the need to handle problems retroactively or through costly litigation. While we have significant experience in problem-solving and fixing and can do so as needed; we encourage an approach to legal services that is problem-preventing. To this end, while being budget-conscious, we encourage provision of legal services that allows for regular and early communication of City management with the City Attorney and provides for regular attendance and participation of the City Attorney in governing meetings.

Municipal law is an area that is becoming increasingly complex and specialized. The breadth of our firm's experience and practice areas allows us to provide Emmett an experienced primary City Attorney who is the main point of contact and a consistent point of communication, while also providing the experience and capabilities of a full-service law firm. Since our attorneys representing local government clients also coordinate through our local government practice group, we are also able to offer experiences and insights from a variety of local governments so as to share and provide ideas and solutions. In addition, our practice group proactively monitors the Idaho Legislature in order to understand proposed legislation that could affect our municipal clients. By doing so, we are able to prepare our clients for changes in the law that could affect daily operations. The diversity of experience and practice areas within our firm also allows us to provide a broader range of legal services, which helps to minimize the need to bring in outside counsel.

White Peterson's preventative legal services philosophy also focuses on helping our local government clients, as needed, to develop policies and procedures to help streamline and standardize processes. This also includes being available for training and education for City leaders and staff. Such training and process development can help achieve cost-savings through minimizing ad hoc decision making and by providing guidance and consistency through staff or governance transitions.

A pro-active approach to legal services also helps promote the values of transparency, openness, civility, and responsiveness that the City has identified as key values for Emmett.

COMPENSATION

As a general philosophy for compensation on local government services, White Peterson has adopted the maxim of "fair compensation for services reasonably and fairly rendered." Particularly with our local government clients where there can be wide variation in demand, we encourage an open and on-going dialogue regarding services needed and balancing convenient access to legal counsel with the budgetary constraints of an entity.

White Peterson is open to negotiation on different types of compensation structures. Generally, we find two primary approaches to compensation to be the likely options: (1) pure hourly rate services; or (2) a monthly retainer for a set number of hours of services. Each of these options is explained more below.

Option 1: Hourly Rate. Under this option, the City would pay for services on an as-needed hourly basis, and the work would be billed to the client after it is performed. White Peterson would bill at the following discounted hourly rates (please note, our shareholder and principal attorneys' regular rates are between \$350 and \$425 per hour):

- Shareholder and principal attorney rate: \$275.00 per hour.
- Associate attorney rate: \$225.00 per hour.
- Legal assistance rate: \$120.00 per hour.

Option 2: Monthly Retainer. Under this option, the City would pay a monthly retainer that would provide the City a set number of hours each month. If the City exceeded the number of hours, the hours thereafter would be billed at the hourly rates set forth below. If not all hours are used in a month, those hours would 'roll over' and could be used the following month(s). Some of our government clients prefer this model because it allows them to manage legal costs to stay within a fixed budget. If the City selects this model, we would propose the following:

- Retainer: \$4,200 per month for 16 hours of legal services
 - This comes to a total of \$50,400 in legal costs for the year.
- Hourly rates if the retainer (and any banked hours) are exceeded in a month:
 - Shareholder and principal attorney rate: \$285.00 per hour.
 - Associate attorney rate: \$235.00 per hour.
 - Legal assistance rate: \$125.00 per hour.

This proposal (both options) includes reimbursement for actual out-of-pocket expenses associated with requested legal services. Such expenses would be identified separately on the monthly service invoices.

Expenses that would not be incurred but for legal services for the City, such as filing fees and postage on County items would be reimbursable. Basic document reproduction (such as copies of a legal opinion for the City Council) would not be claimed for reimbursement; but major/large quantity or specialized document reproduction would be considered a reimbursable out-of-pocket expense. Conference or workshop registration costs would only be reimbursable if the Firm is attending at the direction of the City and the Firm would not have been attending otherwise.

GENERAL COMPANY DATA

Legal Name and Address:

White, Peterson, Gigray & Nichols, P.A.
5700 E. Franklin Road, Suite 200
Nampa, Idaho 83687-7901

Point of Contact:

Matthew A. Johnson or Marc J. Bybee
5700 E. Franklin Road, Suite 200
Nampa, Idaho 83687-7901
Tel: (208) 466-9272
Fax: (208) 466-4405
Email: mjohnson@whitepeterson.com or mbybee@whitepeterson.com

Type of Entity:

Professional Association

Federal Employer Identification Number:

82-0309660

Professional Liability Insurance:

White Peterson carries professional liability insurance with Travelers with coverage limits over \$1,000,000 per occurrence. Certificate of proof of insurance will be provided as necessary.

**AGREEMENT FOR CITY ATTORNEY CIVIL LEGAL SERVICES
BY WHITE PETERSON, GIGRAY & NICHOLS, P.A.**

Parties:

City of Emmett	City	City Hall 501 E. Main St. Emmett, ID 83617
White, Peterson, Gigray & Nichols, P.A.	White Peterson	5700 E Franklin Rd, Suite 200 Nampa ID 83687

THIS AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES (“Agreement”) is made by and between the CITY OF EMMETT, a municipal corporation organized and existing by virtue of the laws of the state of Idaho, and WHITE, PETERSON, GIGRAY & NICHOLS, P.A., an Idaho Professional Association.

RECITALS

- A. White Peterson will provide City Attorney civil legal services to the City commencing on or about October 1, 2025 pursuant to this Agreement; and
- B. The City finds that is in the best interest of the City to enter into this Agreement with White Peterson for the provision of City Attorney civil legal services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound thereby, City and White Peterson covenant and agree as follows:

**SECTION 1
INCORPORATION OF RECITALS**

- 1.1** The Parties agree that the foregoing Recitals are contractual and binding and are incorporated herein as if set forth in full.

**SECTION 2
DEFINITIONS**

In addition to any other definitions set forth in this Agreement, for all purposes of this Agreement the following terms are defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 2.1 Agreement:** Means and refers to this Agreement for City Attorney Civil Legal Services by White, Peterson, Gigray & Nichols, P.A.
- 2.2 City:** Means and refers to the City of Emmett, an Idaho Municipal Corporation and Party to this Agreement.
- 2.3 City Attorney Civil Legal Services or Legal Services:** Means and refers to legal services, as requested by the mayor, department heads, and officers of the City involving and including:
- Civil matters; and
 - Authority to act as and in the capacity of the City Attorney; and
 - Representation of the City in civil court actions.
- 2.4 Effective Date:** Means and refers to the date this Agreement becomes effective which is October 1, 2025.
- 2.5 White Peterson:** Means and refers to White, Peterson, Gigray & Nichols, P.A. and Idaho Professional Service Corporation and Party to this Agreement.

SECTION 3 SERVICES PROVIDED BY WHITE PETERSON

- 3.1** Pursuant to the terms of this Agreement, White Peterson as an independent contractor is hereby appointed by the City to perform general civil legal services for the City as requested. Litigation services (whether representing the City as a plaintiff or defendant) will constitute specialized legal services, and may be provided pursuant to this Agreement if requested by the City, and at White Peterson's discretion. Where requested services are anticipated to be litigation services or other specialized legal services, beyond those typically anticipated within general civil local government legal representation, the Parties will provide for review and approval of a Scope of Work describing the anticipated services and an estimate of time and cost. Such Scopes of Work are subject to later change orders and modifications upon discussion and approval. White Peterson will also provide administrative services, as necessary, to be performed primarily by White Peterson's local government legal assistant.

SECTION 4 PAYMENT FOR SERVICES/ REVIEW AND FEE NEGOTIATION

City agrees to pay White Peterson for City Attorney Civil Legal Services rendered pursuant to the terms of this Agreement as follows:

4.1 Compensation for general civil legal services performed by White Peterson will be paid by the City at the Discounted Hourly Rates specified in the attached Schedule A. Litigation services, if provided by White Peterson, will be paid by the City at the regular hourly rates of White Peterson or by such other rates as may be negotiated in a Scope of Work under Provision 3.1. The City will also reimburse White Peterson for actual out-of-pocket expenses (such as travel, filing fees, postage, etc.) incurred by White Peterson in the performance of authorized services.

4.1.1 City shall also reimburse White Peterson for actual out-of-pocket expenses (such as travel, filing fees, postage, legal research costs, etc.) incurred by White Peterson in the performance of the Legal Services, as authorized by City.

4.1.2 White Peterson will provide the City with a monthly itemized invoice of all Legal Services performed (including all out-of-pocket expenses). Provided the invoice is received by the tenth (10th) day of the month, the City shall remit payment to White Peterson by the fifteenth (15th) business day of the following month.

SECTION 5 TERM

- 5.1** The term of this Agreement shall commence October 1, 2025 and shall continue until the end of the City's 2026 Fiscal Year (September 30, 2026), and is subject to renewal or extension as set forth in this Agreement.
- 5.2** At the expiration of the initial term ending and each successive fiscal year thereafter, this Agreement shall automatically renew for a one (1) year term unless otherwise terminated by the parties.
- 5.3** The hourly rates identified in Schedule A shall increase by three percent (3%) per Fiscal Year commencing on October 1, 2026 and each following Fiscal Year thereafter, or by a different amount if agreed to in writing by the Parties prior to the rate adjustment going into effect.

SECTION 6 REPRESENTATIONS AND WARRANTIES OF WHITE PETERSON

- 6.1 Authority:** White Peterson has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.
- 6.2 No Prohibition to Performance:** There are no judgments, liens, actions, or proceedings existing or pending against White Peterson which would materially affect White Peterson's ability to enter into or perform under this Agreement.

- 6.3 **Corporate Status:** White Peterson is a professional service corporation duly organized, validly existing, in good standing under the laws of the State of Idaho and has all necessary corporate powers to enter into this Agreement.
- 6.4 **Designated Primary Attorney(s):** White Peterson acknowledges that Matthew A. Johnson and Marc J. Bybee are designated as the attorneys who will be primarily supervising the City Attorney Civil Legal Services to the City pursuant to this Agreement.
- 6.5 **Performance of Services:** White Peterson agrees to perform all of the services and work set forth in this Agreement in a timely, efficient, and professional manner in accordance with the terms of this Agreement and in compliance with existing laws, ordinances, rules, and/or regulations of any applicable regulatory authority or governmental body.
- 6.6 **Non-Exclusive Agreement:** White Peterson acknowledges that this Agreement shall not be interpreted to limit the City's authority to retain the services of outside legal counsel to perform any legal services, whether as a result of the City's need for special expertise or otherwise.
- 6.7 **Insurance:** For purposes of this Agreement, White Peterson will carry professional liability insurance with coverage limits over \$1,000,000.00 per occurrence. Certificate of proof of insurance will be provided to the City.

SECTION 7 GENERAL PROVISIONS

- 7.1 **Binding Effect:** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the Parties.
- 7.2 **Choice of Law:** This Agreement will be interpreted in accordance with the laws and statutes of the state of Idaho. Venue for any legal action will be in Ada County, Idaho.
- 7.3 **Notices:** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed as follows:

City: Gordon Petrie, Mayor City of Emmett 501 E. Main St. Emmett, ID 83617	White Peterson: Matthew A. Johnson or Marc J. Bybee White, Peterson, Gigray, & Nichols, P.A. 5700 East Franklin Road, Suite 200 Nampa, ID 83687
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- 7.4 **Paragraph Headings:** The paragraph headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective paragraphs.

- 7.5 Partial Invalidity:** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 7.6 Waiver:** The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- 7.7 No Assignment by White Peterson:** White Peterson shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time.
- 7.8 Handwritten Provisions:** Handwritten provisions inserted in this Agreement, and initialed by the Parties in ink, shall control all typewritten provisions in conflict therewith.
- 7.9 Entire Agreement:** This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, and constitutes (along with the other documents referred to in this Agreement) a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter.
- 7.10 Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original Agreement, but all of which shall be considered one instrument.
- 7.11 Amendments:** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the Parties.

CITY OF EMMETT

By: _____
Gordon Petrie, Mayor

ATTEST:

Jake Sweeten, City Clerk

**WHITE, PETERSON, GIGRAY, &
NICHOLS, P.A.**



By:

Matthew A. Johnson, President

SCHEDULE A

DISCOUNTED HOURLY RATES

	<i>\$ Per Hour Rate</i>
Shareholder Attorneys	\$275.00
Associate Attorneys	\$225.00
Legal Assistants	\$120.00



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

Building & Zoning Department

Brian Sullivan:
bsullivan@cityofemmett.org
Shannon Ferraro
sferraro@cityofemmett.org
Ph: (208) 365-9569 ex. 6

October 8, 2025

RE: Planning Services Contract

Possible Motion:

I make a motion to approve the contract between the City of Emmett and South Landscape Architecture, PC, dba South Beck & Baird for review and amendments to Emmett City Code, Title 9 and 10, not to exceed \$15,000.00 with this contract, and for the mayor to sign.

OR

I make a motion to deny the contract between the City of Emmett and South Landscape Architecture, PC, dba South Beck & Baird for review and amendments to Emmett City Code, Title 9 and 10.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Sullivan", with a long horizontal flourish extending to the right.

Brian Sullivan
Building/ Zoning Administrator

AGREEMENT

for

CONSULTING SERVICES

Between

SOUTH LANDSCAPE ARCHITECTURE, P.C. dba SOUTH BECK & BAIRD (SBB)

and

CITY OF EMMETT, IDAHO

This Agreement is made and entered into between the City of Emmett ("CITY") and SBB through its Principal ("CONTRACTOR") this ____ day of _____, 2025.

In consideration of the mutual promises herein contained, the CITY and CONTRACTOR agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, CONTRACTOR shall furnish to CITY, services associated with the review and amendment of Emmett City Code, Title 9, Zoning and Title 10, Subdivisions. Such services shall be performed by individuals as employees or independent contractors of the CONTRACTOR and not as employees of the CITY.

2. TERM

The Agreement shall commence on October 1, 2025, and shall end on September 30, 2026, unless extended by motion of the City Council and agreed to by CONTRACTOR. CONTRACTOR will perform services with due and responsible diligence consistent with sound professional practices. Any services identified by Task Order are expected to be completed by CONTRACTOR, even if after September 30, 2026.

3. COSTS

- 3.1. Basic Services. As compensation for Basic Services to be performed by CONTRACTOR, the CITY will pay CONTRACTOR for services as follows:
\$250.00 for each hour (not to exceed a total of \$15,000.00) with any work to be approved by the CITY prior to commencement. See Task List attached.
- 3.2. Additional Services. The CONTRACTOR shall not take any action hereunder which could cause the amount for which CITY would be obligated to CONTRACTOR to exceed costs defined herein. However, that this sum may be increased or decreased from year to year by the CITY if additional services are required or the scope of work is adjusted for any reason, through an Addendum to this Agreement.

3.3. Reimbursable Expenses. The CITY shall pay for items as Reimbursable Expenses if the items have had previous approval. At no time shall the CONTRACTOR purchase any items without prior approval, or the item shall be deemed as non-reimbursable, and the CONTRACTOR shall be responsible for the payment. Prior approval shall be made through the Planning and Zoning Department.

3.4. Invoice and Payment. CONTRACTOR will submit invoices by the 25th of each month. CITY will make payment within 30 calendar days of the invoice date. CONTRACTOR shall keep accurate records of services rendered and provide detailed invoices to CITY.

4. CITY OWNERSHIP OF INFORMATION

All deliverables resulting from this Agreement, including hard and digital copies of information, data, mapping, graphics, exhibits and other documents, are the property of the CITY. The CONTRACTOR shall not reuse or modify said deliverables without the CITY'S written permission.

5. TERMINATION

The CITY and CONTRACTOR may terminate this Agreement by giving thirty (30) days written notice thereof. If terminated by CITY, CONTRACTOR shall be paid by the CITY for the portion of the work completed prior to termination.

6. MODIFICATIONS

The CITY may request to modify this Agreement at any time and CITY and CONTRACTOR shall agree to an equitable adjustment in cost and schedule.

7. DISPUTE RESOLUTION

Should a dispute arise, CITY and CONTRACTOR agree to negotiate all disputes between them in good faith for a period of thirty (30) calendar days from the date the dispute is raised in writing by either the CITY or CONTRACTOR.

If the parties fail to negotiate a resolution to any such dispute within such thirty (30) calendar days, then the parties may resolve any such dispute by mutually agreed alternative dispute resolution technique. If a mutually agreed alternative dispute resolution technique cannot be reached within sixty (60) calendar days from the date the dispute is raised in writing by either the City or Contractor, then either party may commence action through a court of law.

8. SUSPENSION OF SERVICES

If the CITY suspends services of the CONTRACTOR for any reason for more than thirty (30) days, the CITY and the CONTRACTOR shall agree to an equitable adjustment in cost and schedule.

9. INSURANCE

CONTRACTOR shall procure and maintain insurance as set forth below. CONTRACTOR shall cause CITY to be listed as an additional insured on any applicable general liability insurance policy carried by CONTRACTOR

Workers' Compensation	Statutory
General Liability	
Each occurrence (Bodily Injury and Property Damage)	\$50,000
General Aggregate	\$50,000
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 500,000
Professional Liability	\$1,000,000
Each Claim Made	\$1,000,000
Annual Aggregate	\$1,000,000
Errors and Omissions	\$1,000,000

10. Not owned or operated by the government of China. Pursuant to Idaho Code Section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

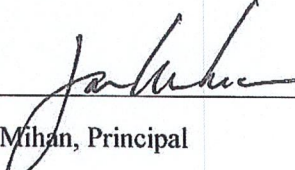
CITY: CITY OF EMMETT

CONTRACTOR: SOUTH LANDSCAPE
ARCHITECTURE, P.A., dba SOUTH BECK &
BAIRD

By: _____

Gordon Petrie, Mayor

Address: 501 E. Main Street, Emmett, ID,
83617

By:  _____

Jim Mihan, Principal

Address: 2002 S. Vista Ave., Boise, ID, 83705

PROFFESIONAL PLANNING SERVICES

SCOPE OF WORK

TASK LIST

1. Review Emmett City Code Title 9, Zoning and Title 10, Subdivisions for possible amendments.
2. Prepare Ordinance Amendments of Title 9, Zoning and Title 10, Subdivisions to ensure compatibility.
3. Attend meetings as required.
 - a. Prepare information for meetings.
 - b. Prepare to discuss issues and ramifications of decisions.
4. Other duties as assigned.
5. Communications to come through the Mayor, Planning and Zoning Administrator, or City Attorney only.



Office of the City Clerk
501 East Main Street
Emmett, Idaho 83617

September 19, 2025

Mayor Petrie &
Emmett City Council

RE: *Intermountain Gas Company Franchise Ordinance*

Mayor & Council:

This is the final step with the renewal of the Intermountain Gas Company Franchise Ordinance. Franchise ordinances have a unique requirement for passage. I've enclosed Idaho Code Section 50-329 that is applicable. The proposed ordinance was published in the September 17, 2025 edition of the Messenger Index and has been read in open meeting twice already. For the October 14, 2025 meeting, the Ordinance is being read for the third and final time in accordance with Idaho Code Section 50-902. The ordinance will then be passed.

For tonight, the first suggested motion is:

"I move to dispense with the rule requiring that ordinances be read once in full and have proposed Ordinance No. O2025-05 read for the third and final time by title only."

The ordinance would then be read.

Suggested motion for the passage and adoption of the ordinance:

"I move to pass and adopt Ordinance No. O2025-05."

Sincerely,

Jake Sweeten
City Clerk



Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 50
MUNICIPAL CORPORATIONS
CHAPTER 3
POWERS

50-329. **FRANCHISE ORDINANCES** — REGULATIONS. No ordinance granting a franchise in any city shall be passed on the day of its introduction, nor for thirty (30) days thereafter, nor until such ordinance shall have been published in at least one (1) issue of the official newspaper of the city; and after such publication, such proposed ordinance shall not thereafter and before its passage be amended in any particular wherein the amendment shall impose terms, conditions or privileges less favorable to the city than the proposed ordinance as published; but amendments favorable to the city may be made at any time and after publication; provided that an ordinance granting a franchise to lay a spur, railroad track or tracks connecting manufacturing plants, warehouses or other private property with a main railroad line, need not be published before the same is passed by the council. No franchise shall be created or granted by the city council otherwise than by ordinance, and the passage of any such ordinance shall require the affirmative vote of one-half (1/2) plus one (1) of the members of the full council. Franchises created or granted by the city council for electric, natural gas or water public utilities, as defined in chapter 1, title 61, Idaho Code, or to cooperative electrical associations, as defined in section 63-3501(a), Idaho Code, shall be for terms of not less than ten (10) years and not greater than fifty (50) years unless otherwise agreed to by the utility or cooperative electrical association. All publications of ordinances granting a franchise, both before and after passage, shall be made at the expense of the applicant or grantee. Where an ordinance granting a franchise is sought to be amended after the same has been in force, the provisions of this section as to publication, before final action upon such amendment, shall apply as in cases of proposed ordinances granting original franchises.

History:

[50-329, added 1967, ch. 429, sec. 25, p. 1249; am. 1995, ch. 226, sec. 1, p. 777.]

How current is this law?

ORDINANCE NO. O2025-05

AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, GRANTING TO INTERMOUNTAIN GAS COMPANY A TWENTY (20) YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM; PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME, SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY; SETTING FORTH THE RULES OF THE FRANCHISE AND GRANT; PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S PLANS, ACCOUNTS, AND BOOKS; REQUIRING GRANTEE TO FURNISH CERTAIN MAPS; SETTING FORTH THE ANNUAL PAYMENT TO THE CITY, AND THE FILING OF ANNUAL REPORTS WITH THE CITY; REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE; REQUIRING COMPLIANCE WITH SAFETY REGULATIONS; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR SURRENDER OF FRANCHISE; GRANTING RIGHT TO SALVAGE; REQUIRING WRITTEN ACCEPTANCE; PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE; PROVIDING FOR PAYMENT OF PUBLICATION COST; SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF EMMETT, IDAHO;

Section 1: Grant of Authority.

There is hereby granted to Intermountain Gas Company, a corporation, its successors and assigns (hereinafter collectively referred to as "Grantee") a twenty (20) year extension to the right and authority to construct, install, maintain and operate a gas transmission and distribution system, including mains, pipes, conduits, services and other necessary structures and appliances appertaining in, under, upon, over, across and along the streets, alleys, bridges and public places within the present and future corporate limits of the City of Emmett, Idaho (hereinafter referred to as "City") for the furnishing, transmission, distribution and sale of gas, whether artificial, natural, mixed or otherwise, for heating, domestic, industrial and other purposes and for transmitting gas into, through and beyond said City. The City represents that it has the sole power and authority to make this grant of authority and agrees to notify Grantee in writing if the City should cease to have this power.

Section 2: Use of Streets and Rules Governing the Same.

Grantee shall secure a permit for any opening it shall make in the streets, alleys and public places in the City and shall be subject to all applicable ordinances, but no fee shall be required of Grantee for any such permit. Grantee may, however, open or disturb the streets, alleys, and public places without a permit if an emergency exists requiring the immediate repair of facilities. The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body of the City may designate for such purpose, but not so as unreasonably to interfere with the proper operating of Grantee's facilities and service. Whenever the City shall pave or repave any street or shall change the grade or line of any street or public place or shall construct or reconstruct any conduit, water main, sewer or water connection or other city public works or city utility, it shall be the duty of the Grantee when so ordered by the City to change its mains, services and other property in the streets or public places at its own expense so as to conform to the established grade or line of such street or public place and so as not to interfere with the conduits, sewers and other mains of the City as constructed or reconstructed; however, the Grantee shall not be required to relocate pipes, mains and appurtenances when the street, alley or public ground in which they are located is vacated for the convenience of abutting property owners and not as an incident to the public improvement, unless the reasonable cost of such relocation and the loss and expenses resulting therefrom is first paid to Grantee. The City will avoid the need for such moving or changing whenever possible. In the event Federal, State or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained. Whenever the City grants a permit for an excavation in a street, alley or other public ground and the work contemplated by the permit may expose gas pipes, mains and appurtenances of the Grantee, the City shall furnish a copy of the permit to Grantee at least 48 hours prior to such work.

Section 3: Grantee Subject to All Powers of City Rules Governing Repair and Reconstruction of Streets.

The exercise of privileges herein granted shall be subject at all times to all of the powers of the City and all regulatory ordinances adopted pursuant thereto. The Grantee shall not unnecessarily or unreasonably obstruct the use of or damage any street or alley and shall within a reasonable time and as early as practicable upon completion of any construction or repair work, restore all City streets and alleys to the same order and condition as they were before the excavation was made insofar as reasonably possible. The Grantee shall maintain, repair and keep in good condition for a period of one year all portions of streets and alleys disturbed by it or its agents. The Grantee shall be responsible for any obstruction in any street, alley or other public place caused by it in the operation and maintenance of its properties occurring at any time and shall promptly remove such obstruction. Any such obstruction which, after proper notice to Grantee demanding removal is not promptly removed by the Grantee may be taken care of by the City and the costs thereof shall be charged against Grantee. For purposes of this Section, Grantee's above-ground facilities or temporary construction materials and equipment shall not be considered an "obstruction".

Section 4: Term of Franchise and Grant.

Such right and authority, permission and power is hereby granted for a term of twenty (20) years from and after the date of the final acceptance of this Ordinance by the Company, herein referred to as the primary term. This franchise will automatically renew for successive periods of ten (10) years unless cancelled at the end of a term by either party by written notice to the other party no less than 180 calendar days prior to the end of the primary term or the then current successive term.

Section 5: City Right to Inspection of Grantee's Plans, Accounts and Books – Grantee to Furnish Certain Maps.

Upon reasonable advance notice, the City shall have access to Grantee's records to the extent necessary to verify the accuracy of the Franchise fee payments required herein during the normal business hours of Grantee. The Grantee shall furnish, upon request, the City with a complete set of maps, including plans and profile of the distribution system of the Grantee and any future extensions. The City shall make every reasonable effort to maintain the confidentiality of any trade secrets or other proprietary information (such as proprietary maps and other mapping information) provided pursuant to this Section, including execution of a data sharing agreement with Grantee. Any map supplied shall not be used for locating gas facilities with the intent of excavating. Prior to excavating, the City shall request line locates per the requirements of Idaho Statute Chapter 22 Underground Facilities Damage Prevention.

Section 6: Payment To City And Filing Of Annual Written Report With The City

As consideration for this franchise and grant said Grantee, its successors and assigns, during the franchise period, shall pay to the City three percent (3%) of the gross receipts received from all

sales of gas by Grantee within the corporate limits of the City through use, operation or possession of this franchise and grant.

Such payments shall be made on a quarterly basis and shall be in lieu of any and all other fees, charges, licenses or taxes (other than ad valorem taxes) related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of the public service providers' franchise with the City which the City may impose for the rights and privileges herein granted or for the privilege of doing business within the City.

The Grantee shall file 30 days after the end of each calendar quarter with the City a report for the preceding calendar quarter, which report shall contain a statement of all the gross receipts arising from all sales of gas by said Grantee within the City for the calendar quarter preceding such report, and at the same time the Grantee shall pay to the City the stipulated percentage of the gross quarterly receipts due for the calendar quarter which said report is made and filed.

Section 7: Grantee Liability - Indemnification

It is expressly understood and agreed by and between the Grantee and the City that the Grantee shall save the City harmless from all loss sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever, resulting from negligence on the part of the Grantee in the construction, operation or maintenance of its gas system in the City. The City shall notify the grantee's representative in the City within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any negligence as aforesaid on the part of the Grantee. Nothing herein shall require Grantee to save and hold the City harmless to the extent any loss sustained by the City is caused by the acts, omissions, or negligence of the City its agents, representatives, contractors, officers, directors, employees, or other parties subject to its direction or control.

Section 8: Insurance

Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a certificate evidencing the insurance of the Grantee against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less than \$500,000.00 per person and \$1,000,000.00 total for each occurrence. Provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 et. seq.) or any similar legislation.

Section 9: Safety Regulation Compliance

Grantee shall comply with and conform to all safety regulations promulgated by the United States, State of Idaho, or any regulatory body having jurisdiction thereof.

Section 10: Agreement Not to Compete – Reserve to City Power of Eminent Domain

In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof the City agrees not to engage in the business of distributing and selling gas during the life of this franchise or any extension thereof in competition with the Grantee, its successor and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho.

Section 11: Surrender of Franchise

In the event natural gas at any time shall cease to be available to Grantee for the distribution and sale hereunder, Grantee reserves the right to surrender this franchise and in the event of such surrender prior to any expiration or termination of this franchise, or in any of such events, Grantee reserves the right to salvage all of its plant, works and facilities, and will restore City's streets and alleys damaged by such salvage operation.

Section 12: Written Acceptance

The Grantee shall within thirty (30) days after the passage and publication of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

Section 13: Publication Costs

The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

Section 14: Forfeiture

Any material violation by the Grantee, its vendee, lessee or successors of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder should Grantee fail to cure such violation within sixty (60) calendar days of City's providing Grantee written notice, which shall be served upon Grantee by registered mail on its Region Director at 555 South Cole Road, Boise, ID 83709, or if not reasonably capable of being cured within sixty (60) calendar days, within such other reasonable period of time as the parties may agree. This provision shall not prevent the Grantee from submitting such question of forfeiture to proper court determination.

This Ordinance shall take effect and be in force immediately, following its passage, approval, and publication as required by law, and the execution of the "Acceptance and Consent" by Grantee.

DATED this ____ day of _____, 2025

CITY OF EMMETT

Gordon Petrie, Mayor

ATTEST:

Jake Sweeten, City Clerk

ACCEPTANCE AND CONSENT

INTERMOUNTAIN GAS COMPANY, as the franchisee and 'Grantee' in the ordinance set forth above, accepts the franchise set forth therein at the time of Grantee's execution, and agrees to abide by the terms and conditions thereof. Specifically (and pursuant to I.C. § 50-329A), IGC consents to the three percent (3%) franchise fee assessed by the City pursuant to this ordinance.

DATED this ____ day of _____, 20__

By: Eric Martuscelli
Its: VP, Field Operations & Customer Experience

Public Comment at Idaho Council Meetings

In Idaho, public comment at council meetings is a growing trend, with several cities and the state legislature implementing policies to allow residents to voice their concerns directly to decision-makers.

Idaho City

CITIZEN COMMENTS This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. To ensure adequate public notice, Idaho Law provides that any item requiring Council action must be placed on the agenda of an upcoming Council meeting, except for emergency circumstances. Comments related to future public hearings should be held for that public hearing. **Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed.** Persons wishing to speak will have 5 minutes. Comments regarding performance by city employees are inappropriate at this time and should be directed to the mayor, either by subsequent appointment or after tonight's meeting, if time permitting.

Mountain Home

The City of Mountain Home values and encourages community input and looks forward to hearing from you.

Public comment is any comment provided as part of a public meeting. City Council public comments can be provided written or in-person.

RECOGNIZING PERSONS IN THE AUDIENCE ____ Mayor Sykes (Please limit comments to a maximum of 3 minutes) The purpose of this agenda item is to provide an opportunity for members of the public to address the City Council on matters that are not listed on the current agenda and are within the subject matter jurisdiction and municipal purview of the City. Comments may not involve personnel matters, legal disputes, or the private non-municipal affairs of the constituency. Comments regarding Zoning or Land Use issues may only be made during properly noticed public hearings.

Guidelines and Tips

- Residents of Mountain Home wishing to speak on matters only related to the City of Mountain Home will be given up to three (3) minutes per speaker. **Comments regarding Zoning or Land Use issues may only be made during properly noticed public hearings. Please be advised that each speaker's public comment is being recorded.**

- Questions will not be answered during a speaker's turn at the podium, but a speaker may leave their contact information with the City Clerk for staff to follow up.
- Give your name and city of residence.
- All comments should be addressed to the Presiding Officer, not individual Councilmembers, staff or members of the audience.
- During election season, no person may use the public comment portion of a meeting to promote or oppose any candidate for public office.

Caldwell

Join the City Council Meeting to discuss important community issues and city policies. This is a great opportunity for residents to stay informed and participate in local governance.

Community input is encouraged to help shape the future of Caldwell.

Sign up at meeting, allowed 3 minutes to share, no limit on number of citizens to talk.

Nampa

Open Comment Period: Residents wishing to share comments with the Mayor and Nampa City Council are invited to sign up in advance or at the Clerk's office. Typically three minutes is allowed per person for comments unless otherwise indicated due to time constraints. The open comment period occurs after the meeting begins at 5:30 p.m. (Note: this is different than public hearing comments, which begin at 6:00 p.m.).

(7) Public Forum Nampa residents wishing to speak on a non-agenda item (5 person limit); 3-minute limit per speaker. Comments related to Zoning and Land Use matters may only be made during properly noticed Public Hearings.

An open period for public comment may no longer be optional for all levels of Idaho government. Feb. 13, 2025

Rep. Chris Bruce, R-Kuna, got the green light from the House leadership-controlled Ways and Means Committee to introduce a bill requiring all public meetings to have a public comment period for residents to address people making decisions in their community, either in person or remotely by phone or video call. This would also apply to meetings at the Idaho Legislature, including committees that currently don't allow remote testimony.

This would include all public meetings, **including city councils**, county commission meetings, as well as boards and commissions governing parks and recreation departments, libraries, arts, planning & zoning, and other functions of government.

Recommended rules of public comment section to be placed on city website.

Join the Emmett City Council Meeting to discuss important community issues and city policies. This is a great opportunity for residents to stay informed and make comments on city-related items that are not on the agenda. Community input is encouraged to help shape the future of Emmett.

- Citizens can sign up at the meeting and are allowed 3 minutes per speaker, five total speakers per comment period.
- Comments related to Zoning and Land Use matters may only be made during properly noticed Public Hearings.
- During election season, no person may use the public comment portion of the meeting to promote or oppose any candidate for public office.
- Questions may not be answered during the speaker's time, but a speaker can leave their contact information with the City Clerk for follow up.
- All comments should be addressed to the Presiding Official, not individual council members, staff or members of the audience.
- Repeated comments regarding the same or similar topics previously addressed are out of order and may not be allowed.
- Comments regarding employee performance is inappropriate during this time and should be directed to the mayor's office.
-

Recommended to be added to the City Council Agenda, right after the Consent Agenda and right before Department Head Activity Reports

The purpose of this agenda item is to provide an opportunity for members of the public to address the City Council on matters that are not listed on the current agenda and are within the city jurisdiction. Comments are limited to 3 minutes per speaker. Comments regarding performance by city employees or legal disputes are inappropriate at this time and should be directed to the mayor's office. Comments regarding Zoning or Land Use issues may only be made during properly noticed public hearings. Questions may not be answered during speaker time. All council meetings and public comments are being recorded.



Emmett City Council Meeting
October 28, 2025

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Wanting to make Comment

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Extra-Large Display Digital Kitchen Timer with 7.4" LED Screen, 6 Alarms & 4 Volume Levels, 3 Memory Presets, Magnetic Stand Rechargeable Count Down/Up Timer

\$29.⁹⁹



**Building and Zoning Department,
Brian Sullivan, Director
10/14/25**

Emmett'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.

Building and Zoning Department Main Operational Goals for FY 2025:

Building:

Goal 1: To digitize all commercial and subdivision plans;

Goal 2: To improve responsiveness to customers;

Goal 3: To create an online portal for inspection requests and to update inspection results.

Zoning:

Goal 1: To upgrade zoning maps using GIS software

Goal 2: To review the current city code in relation to the new Comp. Plan and update the code as necessary.

Goal 3: To propose mileage and per diem payments to members of the zoning commission for each regular meeting pursuant to the IC Sec. 67-6504, not to exceed \$50.00.

Major accomplishments [NMT 7] since the last report [show date accomplished]:

1. Address Payette River Orchards subdivision, phase 6.
2. Groveland Subdivision Phase 1 construction drawings.
3. Public hearings with zoning commission.

Major tasks planned for the next thirty days [NMT 10]:

1. Boundary changes to the Historic Downtown District will be in conjunction with design review manual updates.
2. Design review manual and ordinance updates will be scheduled soon.
3. Short Term Rental public hearing will be scheduled for November.
4. Final Plat of Payette River Orchards Phase 6 to council for approval. 10/14/25
5. Bring annexation and subdivision application to Council in October.
6. Work on 3 property boundary adjustments.

Expenditures requiring council authorization this fiscal year and the amount expended:

\$15,000.00, Planning services

Training accomplished since the last report [show date accomplished]:

Percent of budget expended since the last business day of last month: 90% Building, 80% Zoning

Emmett City Clerk's Office,
Lyleen Jerome, Treasurer

Emmett'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 City Clerk Main Operational Goals for FY 2025-26

Goal 1: To pass annual audit with no audit exceptions

Goal 2: To assist new City Clerk in cross-training the entire office in all duties of operations, allowing the office to function at a higher level.

Goal 3: Structure a new fund for the City Treasurer, separate from the City Clerk in the next budget year.

Expenditures requiring council authorization this fiscal year and the amount expended:

Replacing entry doors on City Hall Expended to Date: \$0.00

Major accomplishments since the last report:

1. Billed School District for SRO Officers
2. Annual audit scheduled for December 22nd and 23rd
3. Submitted Idaho Department of Labor 3rd Quarter Report
4. Balanced Key Checking Account
5. Processed payroll

Major tasks planned for the next thirty days:

1. Submit quarterly payroll reports to IRS
2. Reconcile monthly statements
3. Reconcile impact fee accounts
4. Prepare Monthly Financial Statement
5. Audit Latecomers Fees and submit payment
6. Review employee files and update salary increases for new fiscal year

Training accomplished since the last report [show date accomplished]:

Continue to cross train staff on end of year processes

Percent of budget expended since the last business day of last month:

**Emmett Fire Department,
Curt Christensen, Chief**

Emmett'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 Main Operational Goals for FY 2025:

Goal 1: Secure a minimum of \$300,000 in external funding this budget year.

Goal 2: Establish living quarters at the Washington Street Station by FY 2028.

Goal 3: Replace outdated and essential firefighting equipment.

Expenditures requiring council authorization this fiscal year and the amount expended:

Major accomplishments [NMT 7] since the last report [show date accomplished]:

- Re submitted and renewed State EMS license 9/29
- Car Seat installation event 6 car seats installed (Free), 16 people station visits throughout the day 9/27
- Changed Flags Library and EFD 10/7
- SCBA fLow Testing Completed 10/9
- Received update on EMAC reimbursement from Decembers deployment
- Received a Grant \$2000 for our Open house for expenses, Valor Health donated \$250 for Chili

Major tasks planned for the next thirty days [NMT 10]:

- ~~Get all certifications for pervious classes~~
- ~~Order Turnouts for Firefighters (10 Year Life span)~~
- ~~Get SCBA's flow tested~~
- Go after AFG grant

Training accomplished since the last report [show date accomplished]:

- Attended FORCE conference- invitation only 9/29-9/30

Percent of budget expended since the last business day of last month:

- 124%- The overage is due to Deployments and some of those dollars have come in.

Emmett Public Library
Alyce Kelley, Director 10/2/2025

Emmett'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 Public Library Operational Goals for FY 2025:

Goal 1: To complete the RFID conversion of the complete library collection.

Goal 2: To develop a deeper understanding among staff of our automation system, thus improving best practices of letting the system work for us, resulting in improved patron experiences.

Goal 3: Develop a Centennial Giving Campaign that grows to establish an endowment with ICF.

Expenditures requiring council authorization this fiscal year and the amount expended:

Non at this time

Major accomplishments [NMT 7] since the last report [show date accomplished]:

Library Painting by Shipman Painting finished

LYNX Directors Meeting 9/19/2025

Idaho Community Foundation Forever grant completed & pending

Meeting with ICF on Library endowment Fund

Library Board Meeting 9/11/2025

Staff Monthly Meeting 9/10/2025

Book signing 9/20/2025 Moving Mountains, about Idaho's first nurse practitioner

Friends of the Library book sale 9/26 & 27 (made \$1300+)

Major tasks planned for the next thirty days [NMT 10]:

Self-checkout stations installed & ready for patron use 10/7/2025

Library Board Meeting 10/9/2025

Friends of Library Week 10/19-25/2025 & special Meeting 10/21/2025

Staff Meeting 10/22/2025

Library Centennial Celebration "Milestone Moments" a series of planned monthly presentations (October 25th will feature Downwinders info)

Training accomplished since the last report [show date accomplished]:

Percent of budget expended since the last business day of last month:

Emmett Police Department
Steven Kunka, Chief

Emmett'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 Main Operational Goals for FY 2026:

Goal 1: To have the Code Enforcement Officer obtain 100% compliance with the city codes and ordinances on all primary streets within the city limits within a year.

Specifically: Washington Avenue, Johns Avenue, 12th Street, 4th Street, and Main Street.

Goal 2: To create and maintain an information-only Facebook page to provide timely updates, public safety information, and department announcements to the community.

Goal 3: To establish a dedicated K9 Team consisting of a sworn officer who is both a Drug Recognition Expert (DRE) and certified with a narcotics detection to focus on locating drug dealers and disrupting the flow of narcotics into the community.

Expenditures requiring council authorization this fiscal year and the amount expended:

Major accomplishments [NMT 7] since the last report [show date accomplished]:

- Officer Martinez has started phase IV and if completed like expected will be off FTO and on his own by October 17. 10-2
- Officer Garcia has received POST Basic Certification. 10-3
- Officer Bender has begun Phase IV and if completed like expected will be off FTO and on his own by October 17. 10-2
- Drake Harper has started Phase II of FTO. 10-2
- Officer Armstrong, Officer Nunez and Chief Kunka will be completing stranger danger at the 3 elementary schools during the month of October. 10-2
- Have trained 2 officers with Red Dot Optics for 9mm. Cpl. Hall and Lt. Huff will be completing this training for all others during the month of October. 10-2
- Officer Stewart is working on Revamping FTO Manual. 9-20

Major tasks planned for the next thirty days [NMT 10]:

- Update and revamp FTO Manual. 9-20
- Update Body Cams per agreement. Still waiting for cameras to arrive. Sgt. Huff checked on this. 9-28
- Starting to explore purchasing replacements for older patrol units and purchasing of a new vehicle for the new SRO position. 8-31

Training accomplished since the last report [show date accomplished]:

Percent of budget expended since the last business day of last month:

**Public Works,
Streets, Sewer, Water, Parks, Cemetery, Airport
Steven Freemyer, Director**

Emmett'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.

Public Works Main Operational Goals for FY 2025/26:

Goal 1: To update and replace all utilities and roadway on the Wardwell/McKinnley loop

Goal 2: To reduce inflow and infiltration (I&I) in the City's wastewater collection system by at least 15%

Goal 3: To find funding for Boise Ave roadway replacement

Expenditures requiring council authorization this fiscal year and the amount expended:

07/10/25 Cues, Inc, Public Works - \$11,612.25

08/15/25 Keller Associates, Upper Pressure Zone 1 Storage - \$11,002.00

09/08/25 USA Blue Book, WWTP - \$10,774.66

Major accomplishments since the last report:

None.

Major tasks planned for the next thirty days:

Finish design for Wardwell/Mckinely Loop rehab 45%

Repair Army Corps Levy concerns

Working with City Attorney to require certificate of liability insurance and \$250 security deposit for public events.

SwiftComply backflow program installation is ongoing.

Correct billing for Shadow Butte Industrial Park

Continue construction on upper pressure zone tank on 12th St.

Continuing work on new city park located beside Dagger Falls.

Updating Cemetery fees

DOPL Backflow Tester exam to be completed.

Training accomplished since the last report:

9/24/25 Roadway Materials Class LHTAC 3 Employees

10/7/25 Pavement Maintenance Class LHTAC 3 Employees

Percent of budget expended since the last business day of last month:

Water- 50%

Sewer- 46%

**IT (Systems Administration),
Mike Knittel, Director**

Emmett'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.

IT Department's Main Operational Goals for FY 2025:

Goal 1: To complete current fiber-optic deployment projects by the end of the 2026 calendar year.

Goal 2: Modernize all common forms for fillable access on our website including ADA compliance overhaul.

Goal 3: To complete the installation of the standardized security access system on all city doors.

Expenditures requiring council authorization this fiscal year and the amount expended:

Major accomplishments [NMT 7] since the last report [show date accomplished]:

10-7-25

- Airport door lock issues resolved
- Rotation computers x3
- Setup remote work items for Treasurer
- Water tank fiber conduit relocate
- Syringa fiber testing at Well 9 hut
- Locust fiber manholes GIS
- Drop cable installs on Kayak

Major tasks planned for the next thirty days [NMT 10]:

- **144 count fiber splicing at Highland hut**
- **Dagger Falls easement conduit**
- **Dagger Falls phase 3 mainline cable**
- **Fiber install 12th street water tank**
- **Access control phase 2 equipment order and program**
- **Fire department access control**
- **Website ADA compliance changes**

Training accomplished since the last report [show date accomplished]:

Percent of budget expended since the last business day of last month:

4%

Percent of budget expended since the last business day of last month: %