

# City of Emmett Council Meeting

September 27, 2022

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

**Council Present:** Council President Steve Nebeker, Councilor Jody Harris, Councilor Gary Resinkin, Councilor Denise Sorenson

**Council Present via telephone:** Councilor Eltona Henderson

**Council Absent:** Councilor Thomas Butler

**Staff Present:** Lyleen Jerome, Curt Christensen, Alyce Kelley, Steve Kunka, Mike Knittel, Brent Leatherman

**Staff Present via telephone:**

**Public Present:**

**Public Present via telephone:** None

**Amendments to the Agenda:** None

**Declaration of Conflicts of Interest:** None

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

## **ELECTED OFFICIALS:**

**Mayor** – Proclamations: Bowlers Month

Nomination of Austin Lindstrom to serve on the Planning and Zoning Commission.

Councilor Sorenson **MOVED TO APPOINT AUSTIN LINDSTROM TO THE PLANNING AND ZONING COMMISSION FOR A TERM OF THREE YEARS**, Seconded by Councilor Harris. **Motion passed by voice vote.**

Mayor Gordon Petrie gave the OATH OF OFFICE to serve on the Planning and Zoning Commission to Austin Lindstrom for a three-year term.

**City Council** – No Comments

**Announcements and Good of the Order** – None

## **CONSENT AGENDA:**

**Approval of Minutes** – September 13, 2022 – Comprehensive Plan Workshop

September 13, 2022 – Regular Meeting

September 20, 2022 – Special Meeting Budget Amendments

**Approval of Accounts Payable**

**Approve Permits** – Bartenders – Jaquilyn Espy and John Alan Marshall

Councilor President Nebeker moved to approve **THE CONSENT AGENDA AS PRESENTED**. Seconded by Councilor Henderson. The motion passed by **voice vote**.

## **NON-CONSENT AGENDA**

### **BUSINESS:**

Clint Seamons, Public Works Director requests approval of the Updated Master Street Plan Map. Councilor Henderson **MOVED TO APPROVE ADOPTION OF THE UPDATED MASTER STREET PLAN MAP IN THE CITY OF EMMETT TRANSPORTATION PLAN REPLACING EXISTING MAP ON PAGE 85**, Seconded by Councilor Resinkin. The motion passed by **voice vote**.

Steve Kunka, Police Chief requests approval of Ordinance #O2022-16. AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 4, CHAPTER 4, SECTION 6; VIOLATION; PENALTY; MAKING IT AN INFRACTION FOR VIOLATING CHAPTER 4; BURNING REGULATIONS; AND PROVIDING AN EFFECTIVE DATE.

Council President Nebeker **MOVED TO APPROVE ORDINANCE #O2022-16, AND DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE**. Seconded by Councilor Sorenson.

AYES: Council President Nebeker, Councilor Resinkin, Councilor Sorenson, Councilor Harris, Councilor Henderson

NAYS: None

**Motion Carried.**

Steve Kunka, Police Chief read Ordinance #O2022-16 by title.

Councilor Sorenson **MOVED TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2022-16, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY**. Seconded by Councilor Henderson

AYES: Council President Nebeker, Councilor Resinkin, Councilor Sorenson, Councilor Harris, Councilor Henderson

NAYS: None

**Motion Carried.**

City of Emmett Council Meeting

September 27, 2022

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**DEPARTMENT/ ACTIVITY REPORTS**

A. **Building Official/City Planner** –Reported

B. **Clerk** – Lyleen Jerome, City Clerk – Reported

C. **Fire** – Curt Christensen, Fire Chief– Reported

D. **Library** – Alyce Kelley, Director– Reported

E. **Police** - Steve Kunka, Police Chief– Reported.

Officer Brent Leatherman invited the Council to join the Active Shooter Training that is being offered to all City employees.

F. **Public Works** – Clint Seamons, Public Works Director– Reported

G. **Systems Administrator** – Mike Knittel, IT Systems Director– Reported

H. **Engineer** - None

Councilor Harris **MOVED TO ADJOURN**. Seconded by Councilor Henderson. The motion was passed by **voice vote**.

**Meeting Adjourned 7:42 p.m.**

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Mayor Gordon Petrie

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Lyleen Jerome, City Clerk



# CITY OF EMMETT

## Bartender Permit Checklist

Applicant Name ANGELICA OLIVOS

Date Application Received 09/16/22 By RS

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

### Police Department

Fingerprint Results Attached (New only) 9/27/22

Background Check \_\_\_\_\_

\_\_\_\_\_ Emmett Police Name/Records Check  
 ✓ \_\_\_\_\_ Gem County Sheriff's Name/Records Check  
 \_\_\_\_\_ Other

Date Requested: \_\_\_\_\_ Date Completed: 9-27-22

[Signature]  
Completed by

[Signature]  
Chief of Police

### City Council

Added to Council Agenda for approval

City Council Approved Yes  No  \_\_\_\_\_  
Council Date

### Official Permit

Created \_\_\_\_\_

Mailed \_\_\_\_\_



# CITY OF EMMETT

## Bartender Permit Checklist

Applicant Name FRANSISCO LOPEZ

Date Application Received 09/30/22 By SR

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

### Police Department

Fingerprint Results Attached (New only) 10/4/22

Background Check \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

Other

Date Requested: \_\_\_\_\_ Date Completed: 10-4-22

[Signature]  
Completed by

[Signature]  
Chief of Police

### City Council

Added to Council Agenda for approval

City Council Approved Yes  No  \_\_\_\_\_  
Council Date

### Official Permit

Created \_\_\_\_\_

Mailed \_\_\_\_\_



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

Summary of Account History as of October 6, 2022

RE: Gara McCutchen  
604 E. Main Street  
Account # 2668-00

Property was sold 12/28/21 per Warranty Deed filed with Gem County Clerk. City Clerk's office did not have knowledge that this home had transferred ownership until water was turned off on 3/1/22 for non payment of water bill. New owner contacted our office to find out why the water was off. The Utility Clerk explained that it was for non payment of the prior month billing. New owner filled out the new account application and paid the past due balance. Water was restored.

\*March billing was paid on time

\*April bill – payment was not received until May 17, 2022 creating a \$5.00 late fee

\*May bill - payment was paid in full including the prior month late fee

\*June bill- payment was paid on time

\*July bill - payment was not received until August 23, 2022 creating a \$5.00 late fee and a \$25.00 delinquent fee. The owner refused to pay the \$30.00 in late charges.

\*August bill – payment not received until 9/20/22 a \$5.00 late fee charged on 9/16/22 and another \$25.00 delinquent fee charged on 9/21/22 due to a carry over balance from the month before. This increased the past due balance to \$60.00 which was reflected in her billing sent out in the mail on September 27, 2022

\*September bill – no payment received as of this date. Payment is due the 10/10/22, \$5.00 late fee will be charged if not paid by the 10/15/22 and another \$25.00 delinquent fee will be charged if not paid by 10/20/22. If the client chooses not to pay the accumulated fees with her next bill she will be subject to disconnection of water if her balance remaining is over \$30.00.

Conclusion: Client wants us to change the City policy that was established in City Code with Ordinance #2009-04 on 3/24/09. Plus, she wants us to change her due date so it correlates with her personal finances and budget. This Client has been verbally abusive to my staff both in person and on the phone, I have instructed my staff that if she contacts our office again with complaints that they are to refer her directly to me. One of my clerks was so upset in one of the conversations with this client that she was in tears and required some in-house counseling and help to navigate through it. On September 22, 2022 Ms. McCutchen submitted a records request asking how much my staff makes and how much we collect in fees which I provided for her as required per Idaho Code 74-103. A second request was received on October 5<sup>th</sup> and I was advised by our attorney to have her fill out a formal record request form which I sent to her via e-mail on October 5, 2022. No response as of this date.

*Lyleen Jerome*

City Clerk/Treasurer/HR

City of Emmett

501 E. Main Street

Emmett, ID 83617

PH: 208-365-6050

e-mail: [ljerome@cityofemmett.org](mailto:ljerome@cityofemmett.org)

## *Statement From Utility Clerk*

My first interaction with Gara McGutchen Aragon was on 03/01/22. Her water had been shut off due to non payment. She had purchased the property a month and a half prior but had never turned in a new owner application to us, so the bills and late notices had been going to the previous property owner. She called City Hall livid that we would shut off water while there were kids in the home and not warn her prior or notify her beforehand by at least knocking on the door. I TRIED to explain to her that because she had not notified us when she purchased the property to switch utilities in to her name that we had no way of knowing who to notify. I also explained that our service technicians will sometimes have to shut off water to fifty to sixty properties a day and do not knock at each individual home to give them warning. She demanded my full name, first and last, my boss's name, the name of the person who physically shut the water off and continued to insist that just because they had not turned in a new owner application that did not give us the right to suspend service to the home. She was very abrupt and would not listen to any explanation I tried to offer. Everything I said she would cut me off. She did end up coming down to the office within the hour, turned in her application and paid the past due amount to get her water turned back on.

On 07/21/22, her property was flagged on my excessive usage report and I sent Casey out to check for a possible leak. He watched the meter for a while and it was not spinning, showing no excessive water flowing at that time. Since no leak was seen at that time no contact was made with Gara.

On 09/09/22, Gara called the office about her most recent water bill and our late fee policy and procedures. I told her we had watched her meter the month before as we noticed she was using a lot as well, but at the time the meter was not spinning. I then offered to have a service technician data log her meter as just because it was not spinning at the time it does not rule out she is not losing water at other times of the day or night. She was satisfied with that offer but then wanted to discuss the "ridiculous" turn around that we expect in our billing. Said it is insane that we expect people to receive their bills by the 1<sup>st</sup> of the month and have them paid by the 10<sup>th</sup> and then start charging late fees on the 15<sup>th</sup>. She said it was simply not enough time. I told her I was not able to extend her due date or change when we assess late fees and that is when she wanted to speak with someone who could and asked for either the City Clerk or even the Mayor. I took a message and let her know I would have Lyleen reach out to her. Her data log indicated a huge amount of water being used between midnight and five am indicating an issue with her sprinkler system, so I called and left a message on her voicemail and have not heard back from her since.

**ORDINANCE NO. 02009-4**

AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING SECTION 7-5-4 OF THE EMMETT, IDAHO, CITY CODE BY CHANGING THE UTILITY FEE SCHEDULE; BY ESTABLISHING A WATER FUND, A SEWER FUND AND A SANITATION FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: Section 7-5-4-2 C of the Emmett City Code is amended to read as follows:

C. Service Fees:

1. Fees shall be charged for the following services:

- a. New service processing fee.
- b. Delinquent shutoff service charge.
- c. Locked meter charge.
- d. After hours turn on fee.
- e. Damaged padlock replacement fee.
- f. Returned check fee.
- g. ~~Customer requested turn on fee.~~ Late fee.
- h. Customer requested temporary turn off fee.
- i. Shutoff fee after unauthorized turn on.

2. The service fees set forth in subsection C1 of this section shall be set by a resolution of the city council and may be changed from time to time by a resolution of the city council. (Ord 923, 6-13-2000; amd. Ord. O2004-2 2-10-2004)

Section 2: Sections 7-5-4-3 A and B of the Emmett City Code are amended to read as follows:

- A. Payment; Delinquencies: All bills for water furnished, sewer service and sewage treatment charges shall be due and payable at the office of the city clerk within ten (10) days after the first day of each and every month, and if not paid in full after forty (40) fifteen (15) days after the date when

rendered, a late fee shall be assessed and turn off notices shall be sent.  
water service shall be immediately discontinued If not paid in full within  
twenty days after billing a delinquent service fee will be added to  
accounts with unpaid balances, and water service will be subject to  
disconnection. ~~and the~~ Fees are to be established by resolution. The  
city shall enforce the collection of any legal charges fees being so unpaid  
without delay, in accordance with the laws of the state. Any such  
delinquent charges may be certified by the city clerk to the Gem County  
treasurer along with other municipal taxes, to be collected through the  
Gem County treasurer and which delinquent charge shall constitute a  
lien on real property of the delinquent owner if the water was billed in his  
name, the same as ordinary municipal levies and taxes. (Ord. 802, 10-  
24-1989)

- B. Disconnection and Reconnection Of Service; Reconnection Charge: All  
billings for charges or fees levied under this section shall be combined  
with billings for sewer user charges and shall be billed at the same time  
and in the same manner as such sewer user bills. Bills for water and  
sewer service shall be due and payable on the date mailed and shall be  
deemed ~~delinquent past due~~ if not paid within ten (10) days thereafter  
and a late fee charged. Bills will be deemed delinquent fifteen (15) days  
after billing thereafter and shall be subject to discontinuance of water or  
sewer service, or both after ~~forty (40) days following said mailing date.~~ (5)  
days delinquent. Upon disconnection for nonpayment of bills, a  
reconnection charge, as established by resolution, for each water and/or  
sewer connection shall be charged and fees and charges shall be  
collected before water service shall be recommenced. (Ord. 802, 10-24-  
1989; amd. Ord. O2004-2, 2-10-2004)

Section 3: Section 7-5-4-6 of the Emmett City Code is amended to read as  
follows:

7-5-4-6: UTILITY FUNDS:

- A. Funds Established: From the receipts and monies received from  
sanitation collection, water and sewer fees, sales of replaced water pipes  
and sales of machinery or equipment of the utilities of the city, there  
shall be, and hereby ~~is~~ are created and established a special funds to be  
known and designated as the ~~“utility fund”~~ “water fund,” “sewer fund”  
and “sanitation fund” of the city, and such receipts and monies shall be  
kept in a separate and distinct accounts in the records of the city. (1953  
Code 3-1109; amd 1989 Code)



B. Use Of Funds: Said receipts and monies shall be used and expended, to the extent necessary, for the purposes of paying for the sanitation, water and sewer systems of the city, or any part or portion thereof, and for all real and personal property necessary for use in connection with such sanitation, water and sewer systems, and for the purpose of extending, enlarging, replacing, maintaining and operating the sanitation, water and sewer systems, or any parts thereof.


Such receipts from the sources mentioned in subsection A of this section shall not be considered any part of the revenue or income of the city, or any part of the general fund of the city, and said special funds may be contracted against, pledged, bonded or otherwise used to the extent necessary for any of the aforesaid purposes.

~~C. Transfer Of Funds: The city council may, from time to time, by resolution, transfer from the utility fund to the general fund of the city any part of said fund which is deemed not necessary for the purpose hereinbefore in this section provided except as may be prohibited by terms of grants or other financing means. (1953 Code §3-1112; amd. 1989 Code)~~

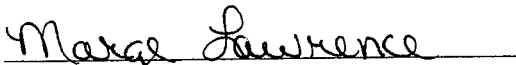
Section 4: This ordinance shall take effect and shall be in force from and after its passage, approval and publication as required by law.

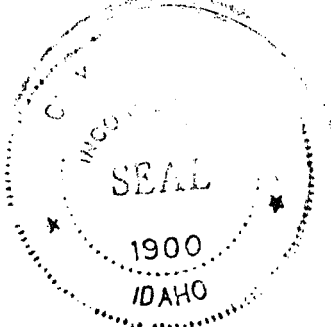
Passed by City Council on the 24th day of March, 2009.

Approved by the Mayor on the 25th day of March, 2009.

  
MAYOR

ATTEST:

  
CITY CLERK



Instrument # 271334

EMMETT, GEM, IDAHO

4-6-2009 01:57:18 No. of Pages: 3

Recorded for : CITY OF EMMETT

SHELLY GANNON

Ex-Officio Recorder Deputy

Index to: ORDINANCE

Fee: 0.00



**RESOLUTION #R2009-8**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EMMETT, IDAHO,  
AMENDING CERTAIN UTILITY FEES**

WHEREAS, AFTER PROPER NOTICE, The Emmett City Council held a public hearing on March 24, 2009, to consider amending, adding and deleting certain utility fees; and

WHEREAS, the City Council finds that the proposed fees are reasonable for the services provided;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Emmett, Idaho, that effective on and after April 1, 2009, certain City utility fees shall be as set forth in Exhibit A that is attached hereto and incorporated herein by reference as if set out in full.

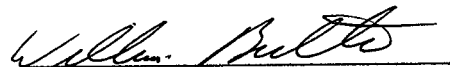
RESOLUTION introduced and passed April 14, 2009, by the following vote:

AYES:   6  

NOES:   -0-  

ABSENT:   -0-  

APPROVED:



MAYOR

ATTEST:

Marge Lawrence  
CITY CLERK

# Exhibit A

## Changes to Water and Sewer Fees

	Current	Change	New
Late Fee	\$ -	\$ 5.00	\$ 5.00
Delinquent Service Fee	\$ -	\$ 25.00	\$ 25.00
Delinquent Turn Off Fee	\$ 25.00	\$ (25.00)	\$ -
Customer Requested Temp Turn Off Fee	\$ 25.00	\$ -	\$ 25.00
Turn On Fee	\$ 25.00	\$ (25.00)	\$ -
Second Delinquent Turn Off Fee	\$ -	\$ 25.00	\$ 25.00

*TRANSACTION HISTORY*

Transaction Description - ID Number		Fund - Service		Amount	Usage	Running Balance
AP-Year	Date & Time					
<b>Customer Name</b> ARAGON, GARA MCCUTCHEN		<b>Account</b> 2668-00		<b>Route - Meter</b> 11-003104		
<b>Service Address</b> 604 E MAIN ST						
<b>Customer Address</b> 604 E MAIN ST						
<b>City</b>	EMMETT		<b>State ID</b>	Zip 83617		
<b>ADJUSTMENT 116541 NEW SERVICE</b>						
3-2022	03/01/2022 01:31:22 PM	25 - FINES/FEES		20.00		
				Total for Transaction:	20.00	20.00
<b>ADJUSTMENT 116551 BILLING CORRECTION</b>						
3-2022	03/01/2022 03:09:03 PM	25 - WATER		224.22		
				Total for Transaction:	224.22	244.22
<b>ADJUSTMENT 116553</b>						
3-2022	03/01/2022 04:20:40 PM	25 - WATER		-144.01		
				Total for Transaction:	-144.01	100.21
<b>RECEIPT 528355</b>						
3-2022	03/02/2022 08:17:10 AM	25 - WATER		-80.21		
3-2022	03/02/2022 08:17:10 AM	25 - FINES/FEES		-20.00		
				Total for Transaction:	-100.21	0.00
<b>CHARGE</b>						
3-2022	03/25/2022 02:29:53 PM	25 - WATER		36.05	700	
3-2022	03/25/2022 02:29:56 PM	26 - SEWER		50.98	600	
3-2022	03/25/2022 02:30:03 PM	27 - GARBAGE		11.81		
3-2022	03/25/2022 02:30:07 PM	27 - RECEPTACLE		2.31		
3-2022	03/25/2022 02:30:00 PM	2 - STREET LIGHTS		1.25		
				Total for Transaction:	102.40	102.40
<b>RECEIPT 533859</b>						
4-2022	04/15/2022 11:14:01 AM	25 - WATER		-36.05		
4-2022	04/15/2022 11:14:01 AM	26 - SEWER		-50.98		
4-2022	04/15/2022 11:14:01 AM	27 - GARBAGE		-11.81		
4-2022	04/15/2022 11:14:01 AM	27 - RECEPTACLE		-2.31		
4-2022	04/15/2022 11:14:01 AM	2 - STREET LIGHTS		-1.25		
				Total for Transaction:	-102.40	0.00
<b>CHARGE</b>						
4-2022	04/26/2022 04:19:04 PM	25 - WATER		42.62	1000	
4-2022	04/26/2022 04:19:06 PM	26 - SEWER		54.22	700	

Transaction Description - ID Number		Fund - Service	Amount	Usage	
AP-Year	Date & Time			Running Balance	
4-2022	04/26/2022 04:19:13 PM	27 - GARBAGE	11.81		
4-2022	04/26/2022 04:19:18 PM	27 - RECEPTACLE	2.31		
4-2022	04/26/2022 04:19:09 PM	2 - STREET LIGHTS	1.25		
Total for Transaction:			112.21		112.21
<b>ADJUSTMENT (Auto Disconnect) 118131 LATE FEE</b>					
5-2022	05/16/2022 10:27:06 AM	25 - FINES/FEES	5.00		
Total for Transaction:			5.00		117.21
<b>RECEIPT [Partial Payment] 536978</b>					
5-2022	05/17/2022 12:34:48 PM	25 - WATER	-37.62		
5-2022	05/17/2022 12:34:48 PM	26 - SEWER	-54.22		
5-2022	05/17/2022 12:34:48 PM	27 - GARBAGE	-11.81		
5-2022	05/17/2022 12:34:48 PM	27 - RECEPTACLE	-2.31		
5-2022	05/17/2022 12:34:48 PM	2 - STREET LIGHTS	-1.25		
5-2022	05/17/2022 12:34:48 PM	25 - FINES/FEES	-5.00		
Total for Transaction:			-112.21		5.00
<b>CHARGE</b>					
5-2022	05/25/2022 04:49:47 PM	25 - WATER	66.71	2100	
5-2022	05/25/2022 04:49:49 PM	26 - SEWER	54.22	700	
5-2022	05/25/2022 04:49:57 PM	27 - GARBAGE	11.81		
5-2022	05/25/2022 04:50:01 PM	27 - RECEPTACLE	2.31		
5-2022	05/25/2022 04:49:53 PM	2 - STREET LIGHTS	1.25		
Total for Transaction:			136.30		141.30
<b>RECEIPT 539768</b>					
6-2022	06/14/2022 01:26:08 PM	25 - WATER	-71.71		
6-2022	06/14/2022 01:26:08 PM	26 - SEWER	-54.22		
6-2022	06/14/2022 01:26:08 PM	27 - GARBAGE	-11.81		
6-2022	06/14/2022 01:26:08 PM	27 - RECEPTACLE	-2.31		
6-2022	06/14/2022 01:26:08 PM	2 - STREET LIGHTS	-1.25		
Total for Transaction:			-141.30		0.00
<b>CHARGE</b>					
6-2022	06/27/2022 03:19:37 PM	25 - WATER	77.66	2600	
6-2022	06/27/2022 03:19:41 PM	26 - SEWER	54.22	700	
6-2022	06/27/2022 03:19:50 PM	27 - GARBAGE	11.81		
6-2022	06/27/2022 03:19:55 PM	27 - RECEPTACLE	2.31		

Transaction Description - ID Number		Fund - Service	Amount	Usage	
AP-Year	Date & Time			Running Balance	
6-2022	06/27/2022 03:19:44 PM	2 - STREET LIGHTS	1.25		
Total for Transaction:			147.25		147.25
<b>RECEIPT 542438</b>					
7-2022	07/11/2022 03:05:22 PM	25 - WATER	-77.66		
7-2022	07/11/2022 03:05:22 PM	26 - SEWER	-54.22		
7-2022	07/11/2022 03:05:22 PM	27 - GARBAGE	-11.81		
7-2022	07/11/2022 03:05:22 PM	27 - RECEPTACLE	-2.31		
7-2022	07/11/2022 03:05:22 PM	2 - STREET LIGHTS	-1.25		
Total for Transaction:			-147.25		0.00
<b>CHARGE</b>					
7-2022	07/27/2022 10:16:21 AM	25 - WATER	276.95	11700	
7-2022	07/27/2022 10:16:23 AM	26 - SEWER	54.22	700	
7-2022	07/27/2022 10:16:32 AM	27 - GARBAGE	11.81		
7-2022	07/27/2022 10:16:35 AM	27 - RECEPTACLE	2.31		
7-2022	07/27/2022 10:16:27 AM	2 - STREET LIGHTS	1.25		
Total for Transaction:			346.54		346.54
<b>ADJUSTMENT (Auto Disconnect) 120231 LATE FEE</b>					
8-2022	08/16/2022 09:26:19 AM	25 - FINES/FEES	5.00		
Total for Transaction:			5.00		351.54
<b>CHARGE [Penalty]</b>					
8-2022	08/22/2022 12:35:41 PM	25 - FINES/FEES	25.00		
Total for Transaction:			25.00		376.54
<b>RECEIPT [Partial Payment] 546268</b>					
8-2022	08/23/2022 11:38:46 AM	25 - WATER	-246.95		
8-2022	08/23/2022 11:38:46 AM	26 - SEWER	-54.22		
8-2022	08/23/2022 11:38:46 AM	27 - GARBAGE	-11.81		
8-2022	08/23/2022 11:38:46 AM	27 - RECEPTACLE	-2.31		
8-2022	08/23/2022 11:38:46 AM	2 - STREET LIGHTS	-1.25		
8-2022	08/23/2022 11:38:46 AM	25 - FINES/FEES	-30.00		
Total for Transaction:			-346.54		30.00
<b>CHARGE</b>					
8-2022	08/26/2022 02:40:43 PM	25 - WATER	244.10	10200	
8-2022	08/26/2022 02:40:46 PM	26 - SEWER	54.22	700	

Transaction Description - ID Number		Fund - Service	Amount	Usage
AP-Year	Date & Time			Running Balance
8-2022	08/26/2022 02:40:54 PM	27 - GARBAGE	11.81	
8-2022	08/26/2022 02:40:58 PM	27 - RECEPTACLE	2.31	
8-2022	08/26/2022 02:40:49 PM	2 - STREET LIGHTS	1.25	
Total for Transaction:			313.69	343.69
<b>ADJUSTMENT (Auto Disconnect) 120922 LATE FEE</b>				
9-2022	09/16/2022 11:55:54 AM	25 - FINES/FEES	5.00	
Total for Transaction:			5.00	348.69
<b>RECEIPT [Partial Payment] 549217</b>				
9-2022	09/20/2022 11:43:44 AM	25 - WATER	-239.10	
9-2022	09/20/2022 11:43:44 AM	26 - SEWER	-54.22	
9-2022	09/20/2022 11:43:44 AM	27 - GARBAGE	-11.81	
9-2022	09/20/2022 11:43:44 AM	27 - RECEPTACLE	-2.31	
9-2022	09/20/2022 11:43:44 AM	2 - STREET LIGHTS	-1.25	
9-2022	09/20/2022 11:43:44 AM	25 - FINES/FEES	-5.00	
Total for Transaction:			-313.69	35.00
<b>CHARGE [Penalty]</b>				
9-2022	09/21/2022 12:20:23 PM	25 - FINES/FEES	25.00	
Total for Transaction:			25.00	60.00
<b>CHARGE</b>				
9-2022	09/27/2022 09:58:18 AM	25 - WATER	167.45	6700
9-2022	09/27/2022 09:58:20 AM	26 - SEWER	54.22	700
9-2022	09/27/2022 09:58:29 AM	27 - GARBAGE	11.81	
9-2022	09/27/2022 09:58:32 AM	27 - RECEPTACLE	2.31	
9-2022	09/27/2022 09:58:24 AM	2 - STREET LIGHTS	1.25	
Total for Transaction:			237.04	297.04
<b>Subtotal for Account 2668-00</b>			<b>35.00</b>	<b>297.04</b>
<b>Portion Past Due:</b>			<b>35.00</b>	<b>Total Balance:</b>



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

September 13, 2022

TO: Joe Aragon  
Gara Mccutchen Aragon  
604 E. Main Street  
Emmett, ID 83617

RE: Utility Service Fees

This is a follow-up to our telephone conversation today in regard to City's late fee policy. Attached is a copy of the City Code for your reference which defines when fees are charged on delinquent accounts.

Here are some options for you to help mitigate any future service charges that may occur:

1. Set your payment to come out of your checking account automatically on the 10<sup>th</sup> of the month – application attached.
2. Go on-line to [www.cityofemmett.org](http://www.cityofemmett.org) and pay on-line—payment is credited same day
3. Drop your payment by the office at 501 E. Main Street – payment credited same day
4. Drop your payment in the night drop box in our parking lot located behind our building - payment will be processed same day.

Also, please be aware that some payment delays may occur if you choose to use bill pay through your bank. Your bank will send the check to us through regular mail which takes several days to sometimes 10 days to get here. We do not have control over the process of the US Postal system, your payment is applied on the day it is received here in our office.

Bills are generated on the 1<sup>st</sup> of each month, payment is due by the 10<sup>th</sup>, late fee of \$5.00 charged on the 15<sup>th</sup>, and delinquent fee of \$25.00 charged on the 20<sup>th</sup>. If payment is not received your services will be subject to disconnection and will remain disconnected until the bill is brought current.

If you have any additional questions, please feel free to reach out to us Monday-Friday 8:00 – 5:00 the phone number is 208-365-6050 opt#3.

Respectfully,

*Lyleen Jerome*  
City Clerk/Treasurer/HR  
City of Emmett  
501 E. Main Street  
Emmett, ID 83617  
PH: 208-365-6050  
e-mail: [ljerome@cityofemmett.org](mailto:ljerome@cityofemmett.org)





Sec. 7-5-4-2. - Water use rates and fees.

Water charges will be determined on a usage basis, with the amount of usage determined by the amount of water passing through a water meter. The rates shall be established by resolution.

- A. *Exceptions; city council to determine rate.* Where circumstances exist that are not included in the rate structures, the proper rate shall be determined by the city council, and shall be binding upon the persons or corporations or organizations involved, keeping in mind the established rate schedules as an equitable guide.
- B. *Water for fruit spraying.* In case water is required or desired by users whose premises are not connected with the water system, such as fruit growers, such persons, associations, partnerships or corporations desiring or requiring the same shall first procure permission from the superintendent of public works, and shall file with him an estimate in writing of the quantity of water required, and said superintendent of public works will designate the standpipe or place from which water shall be drawn. If such nonconnected user intends to procure water serviced into tank vehicles having a gallonage measurement, the number of tank loads required shall be given to said superintendent of public works, and if such nonconnected users intend to procure water serviced in barrels, the gallonage and the number of barrels per load shall be given. It shall be the duty of all such users to faithfully keep a record of truckloads procured, or the number of barrels and the numbers of loads for barrels, and report the same in writing to the superintendent of public works. Such water for said purposes shall be furnished at a rate as established by resolution. Before water will be furnished to such users they shall pay to the city a minimum equal to the estimated quantity to be used. Upon a final report in writing of the numbers of gallons so furnished, if such deposit for the estimated quantity shall not equal the quantity used, the balance for the quantity used shall be paid to the city clerk.

C. *Service fees:*

1. Fees shall be charged for the following services:
  - a. New service processing fee.
  - b. Delinquent service charge.
  - c. Locked meter charge.
  - d. After hours turnon fee.
  - e. Damaged padlock replacement fee.
  - f. Returned check fee.
  - g. Late fee.
  - h. Customer requested temporary turnoff fee.
  - i. Shutoff fee after unauthorized turn on.
2. The service fees set forth in subsection C.1 of this section shall be set by a resolution of the city council and may be changed from time to time by a resolution of the city council.

(Ord. No. 802, 10-24-1989; Ord. No. 815, 12-11-1990; amd. Ord. O2004-2, 2-10-2004; Ord. No. O2009-4, 3-24-2009)

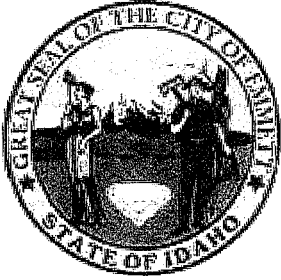
Sec. 7-5-4-3. - Bills for service; delinquencies.

- A. *Payment; delinquencies.* All bills for water furnished, sewer service and sewage treatment charges shall be due and payable at the office of the city clerk within ten days after the first day of each and every month, and if not paid in full after 15 days after the date when rendered, a late fee shall be assessed and turnoff notices shall be sent. If not paid in full within 20 days after billing a delinquent service fee will be added to accounts with unpaid balances, and water service will be subject to disconnection. Fees are to be established by resolution. The city shall enforce the collection of any legal fees being so unpaid without delay, in accordance with the laws of the state. Any such delinquent charges may be certified by the city clerk to the Gem County Treasurer along with other municipal taxes, to be collected through the Gem County Treasurer and which delinquent charge shall constitute a lien on real property of the delinquent owner if the water was billed in his name, the same as ordinary municipal levies and taxes.
- B. *Disconnection and reconnection of service.* All billings for charges or fees levied under this section shall be combined with billings for sewer user charges and shall be billed at the same time and in the same manner as such sewer user bills. Bills for water and sewer service shall be due and payable on the date mailed and shall be deemed past due if not paid within ten days thereafter and a late fee

charged. Bills will be deemed delinquent 15 days after billing and shall be subject to discontinuance of water or sewer service, or both after five days delinquent. Upon disconnection for nonpayment of bills, water and/or sewer fees and charges shall be collected before water service shall be recommenced.

- C. *Bill collection.* The officers of the city are hereby authorized and directed to take any necessary or appropriate action to collect the rates and charges hereinabove prescribed and to effectuate any provisions of this section 7-5-4.

(Ord. No. O2009-4, 3-24-2009; Ord. No. 802, 10-24-1989)



**CITY OF EMMETT**  
OFFICE OF THE CLERK  
501 E. Main Street  
Emmett, Idaho 83617  
208-365-6050

**Get a one-time \$5.00 discount when you sign-up for  
Paperless Billing!**

The City of Emmett is pleased to offer e-billing for interested customers. Rather than receiving a paper bill in the mail, one will be sent to a valid e-mail address on the first of the month. The e-bill can be printed or saved to your computer.

Sign-up for paperless billing and receive a one-time deduction of \$5.00 off your utility bill.

To take advantage of this offer, please go to our website at [www.cityofemmett.org](http://www.cityofemmett.org) and follow the link to Go Paperless. Another option is to fill out the form below and mail it back to the City of Emmett with your payment, or drop it in the drop box located in the parking lot at City Hall.

Cut on dotted line

Application for Paperless Billing

Name:	
Account Number:	
Service Address:	
Phone Number:	
E-mail Address:	
Date:	

By checking this box you authorize the City of Emmett to send you an electronic version of your bill instead of a paper copy.

# FREE from the City of Emmett!

*Direct Pay is a convenient and automatic way to pay your water, sewer and trash bill without writing a check!*

## Convenient!

When you sign up for Direct Pay, your water, sewer and trash bill is paid directly from your bank account. No more writing checks or remembering due dates. With Direct Pay your bill is paid on time.

## Secure!

You will continue to receive monthly invoices showing the amount due and the payment due date. Your payment will automatically be drawn from your account on the 10<sup>th</sup> of each month for the full amount owing. All returned checks are subject to a \$20.00 fee.

Fill out the attached application form, sign and date the application form, **attach a voided check**, and mail it to the City of Emmett. Provided all the information is correct, your next billing invoice will then be set-up for Direct Pay.

## Cancellation!

You may cancel your enrollment in Direct Pay at any time by sending a written request to cancel to:

City of Emmett  
501 E. Main Street  
Emmett, ID 83617

Or by submitting the cancellation form available on our website at [www.cityofemmett.org](http://www.cityofemmett.org)

***Remember to sign the application and attach a voided check or a copy of your savings account card; showing the bank, routing number and account number. Deposit slips will not be accepted for direct pay activation.***

## Direct Pay Application Form

Customer Name:	City Service Account #:
Circle One: <input type="checkbox"/> Owner <input type="checkbox"/> Renter <input type="checkbox"/> Other: _____	
Service Address:	Billing Address (if different)
City State Zip	City State Zip
Home Phone #:	Alternate Phone #:
Email Address:	
Circle One: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Bank Name:
I/we hereby request and authorize the City of Emmett Utility Billing to initiate deductions to my/our account and the financial institution indicated to credit the same to such account. I understand payment will be withdrawn on the 10 <sup>th</sup> of each month (if the 10 <sup>th</sup> is on a weekend or holiday, it will be withdrawn the next business day).	
This authorization shall remain in full force and effect until City of Emmett Utility Billing has written notification from me (or either of us) of its termination. I understand that terminating this authorization must be done in writing. I further understand that I will be responsible for paying all balances due by cash, check money order or credit/debit card.	
Authorized Signature:	Date:

RECEIVED

9/22/22

Lyleen Jerome  
City Clerk of Emmett  
501 East Main Street  
Emmett, ID 83617

September 20, 2022

RE: Late fees and City Council Agenda

Dear Lyleen:

Thank you for your recent follow up to our conversation regarding the unreasonable late fee policy implemented by the City of Emmett Clerk's Office for utilities. As a next step, I will be taking the matter before city council during the upcoming meeting on September 27<sup>th</sup>, 2022 and ask you to add this to their agenda as a topic of discussion.

Secondly, as a public records request, I will ask you to please send me information totaling the late fees that the City of Emmett has charged citizens since the start of 2022. If this information is not yet available, you may send me the data from the previous fiscal year as an alternative.

Lastly, please send me the salary information for all employees of the City Clerk's office as part of this public information request.

I appreciate your cooperation in this matter. Please feel free to reach out with any questions at 208-866-3955.

Sincerely,



Gara McCutchen Aragon

604 E. Main Street

Emmett, ID 83607

[garamccutchen@gmail.com](mailto:garamccutchen@gmail.com)

## Lyleen Jerome

---

**From:** Lyleen Jerome  
**Sent:** Friday, September 23, 2022 9:48 AM  
**To:** [garamccutchen@gmail.com](mailto:garamccutchen@gmail.com)  
**Subject:** Request

Gara,  
Your records request has been received and will be completed within 10 working days. The request to be added to the agenda for City Council unfortunately was received too late to make it on the September 27<sup>th</sup> agenda. I will add you to the agenda for the next regular meeting scheduled for Tuesday, October 11, 2022, the meeting will convene at 7:00 p.m.  
Thank you,

*Lyleen Jerome*

*City Clerk/Treasurer/HR*

*City of Emmett*

*501 E. Main Street*

*Emmett, ID 83617*

*PH: 208-365-6050*

*e-mail: [ljerome@cityofemmett.org](mailto:ljerome@cityofemmett.org)*



## Lyleen Jerome

---

**From:** Lyleen Jerome  
**Sent:** Friday, September 30, 2022 12:38 PM  
**To:** [garamccutchen@gmail.com](mailto:garamccutchen@gmail.com)  
**Subject:** City of Emmett - Records Request  
**Attachments:** DOC093022-09302022104521.pdf

Gara,

Attached is the information per your record's request received on 9/22/22.

Thank you,

*Lyleen Jerome*  
City Clerk/Treasurer/HR  
City of Emmett  
501 E. Main Street  
Emmett, ID 83617  
PH: 208-365-6050  
e-mail: [lj Jerome@cityofemmett.org](mailto:lj Jerome@cityofemmett.org)



**CITY OF EMMETT  
PUBLIC RECORDS INFORMATION REQUEST FORM**

501 E Main St. Emmett, ID 83617

Office: 208-365-6050

Fax: 208-365-3064

Name: GARA McCutchen ARAGON

Address: 604 E. MAIN ST

Telephone No: 208-866-3955 Fax No (optional): NONE

E-mail Address: garamecutchen@gmail.com

Date of Request: 9/22/22

**INFORMATION REQUESTED (PLEASE BE SPECIFIC):**

Under penalty of perjury, I hereby certify that I will not be using, nor will I allow to be used in any form or manner, the records, documents, or lists (hereinafter "Data") obtained from the City of Emmett as a mailing or telephone number list for any purpose, including soliciting, market research, etc., in accordance with Idaho Code 74-103.

per letter - ATTACHED  
Signature

City Employee Processing Request: Person

Date Completed: 9/30/22 Fees Collected: 0

Record Request exceeding 100 pages of copies or exceeding 2 hours of labor will be charged per fee schedule I.C.74-103 - If more than three (3) working days are needed to process this request, the requestor shall be notified, with the documents or response following within ten (10) days.



09/30/22  
10:03:11

CITY OF EMERY  
Employee Rate Query  
Rates as of 09/30/22

Page: 1 of 1  
Report ID: P560

Employee	Period	Salary	Reg Hourly	Overtime	Start Date	User ID
282 Jerome Lyleen		2490.95	0.000000	0.000000	10/12/21	
314 Johnson Stephanie		0.00	21.140000	31.710000	10/12/21	
334 Russell Rochelle		0.00	17.510000	26.270000	10/12/21	

09/23/22  
10:32:57

CITY OF EMMETT  
Revenue Budget Detail Report  
For the Accounting Periods: 1/22 - 9/22

Page: 1 of 1  
Report ID: B160A

Funds 25- 25, Accounts 346070-346070

Doc/Line #	Fund/Account/ Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
------------	------------------------------	-----------	----------------------	-------------------------	--------	------------------------------

25 WATER FUND  
346070 FEES & FINES

UB 5148 4	Billing - UB		2,375.00	1/22		
UB 5174 3	Adjustment - UB		1,865.00	1/22		
UB 5175 4	Billing - UB		3,350.00	2/22		
UB 5198 3	Adjustment - UB		1,640.00	2/22		
UB 5199 4	Billing - UB		3,700.00	3/22		
UB 5228 3	Adjustment - UB		1,735.00	3/22		
UB 5229 4	Billing - UB		3,325.00	4/22		
UB 5256 2	Adjustment - UB		1,695.00	4/22		
UB 5257 4	Billing - UB		2,600.00	5/22		
UB 5283 5	Adjustment - UB		1,655.00	5/22		
UB 5284 4	Billing - UB		4,100.00	6/22		
UB 5313 5	Adjustment - UB		1,475.51	6/22		
UB 5314 4	Billing - UB		4,275.00	7/22		
UB 5340 5	Adjustment - UB		2,090.00	7/22		
UB 5341 4	Billing - UB		3,775.00	8/22		
UB 5369 5	Adjustment - UB		2,157.50	8/22		

## Lyleen Jerome

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**From:** Lyleen Jerome  
**Sent:** Wednesday, October 5, 2022 1:27 PM  
**To:** Gara McCutchen Aragon  
**Subject:** RE: City of Emmett - Records Request  
**Attachments:** Public Records Request Form.doc

Gara,

I have been advised by the city attorney to have you fill out and sign a formal records request form. See attached. Also please be specific on the information you are requesting.

Thank you so much.

Lyleen

**From:** Gara McCutchen Aragon <garamccutchen@gmail.com>  
**Sent:** Wednesday, October 5, 2022 9:15 AM  
**To:** Lyleen Jerome <ljerome@cityofemmett.org>  
**Subject:** Re: City of Emmett - Records Request

Caution! This message was sent from outside your organization.

[Block sender](#)

Lyleen,

Thank you for the clarification, that makes much more sense. Could you please benchmark this data against what is collected for normal water payments to the city in the same months?

I appreciate your help.

Gara McCutchen Aragon  
208-866-3955  
<https://www.linkedin.com/in/gara-mccutchen-aragon-97985565>

On Oct 3, 2022, at 5:06 PM, Lyleen Jerome <[ljerome@cityofemmett.org](mailto:ljerome@cityofemmett.org)> wrote:

Gara,

I would be happy to clarify, there are two separate charges each month. For example in January the \$1,865.00 (adjustment) is the \$5.00 late fee charged to those accounts not paid by the 15th, and the \$2,375.00 (billing) is the \$25.00 delinquent fee charged to those accounts not paid by the 20<sup>th</sup>.

Thank you,

Lyleen

**From:** Gara McCutchen Aragon <[garamccutchen@gmail.com](mailto:garamccutchen@gmail.com)>  
**Sent:** Monday, October 3, 2022 4:31 PM  
**To:** Lyleen Jerome <[ljerome@cityofemmett.org](mailto:ljerome@cityofemmett.org)>  
**Subject:** Re: City of Emmett - Records Request

Lyleen,

Thank you for sending the requested information. Can you please clarify on the attached document, when there are two lines listed one for billing and the other labeled adjustment, is the adjustment line the late fees and billing is regular monthly charges to the customer?

Gara McCutchen Aragon

208-866-3955

<https://www.linkedin.com/in/gara-mccutchen-aragon-97985565>

On Sep 30, 2022, at 12:37 PM, Lyleen Jerome <[ljerome@cityofemmett.org](mailto:ljerome@cityofemmett.org)> wrote:

Gara,

Attached is the information per your record's request received on 9/22/22.

Thank you,

*Lyleen Jerome*

*City Clerk/Treasurer/HR*

*City of Emmett*

*501 E. Main Street*

*Emmett, ID 83617*

*PH: 208-365-6050*

*e-mail: [ljerome@cityofemmett.org](mailto:ljerome@cityofemmett.org)*



Sent 10/15/27  
e-mail

**CITY OF EMMETT**  
**PUBLIC RECORDS INFORMATION REQUEST FORM**  
501 E Main St. Emmett, ID 83617  
Office: 208-365-6050  
Fax: 208-365-3064

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No (optional): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date of Request: \_\_\_\_\_

**INFORMATION REQUESTED (PLEASE BE SPECIFIC):**

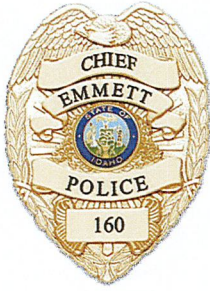
**Under penalty of perjury, I hereby certify that I will not be using, nor will I allow to be used in any form or manner, the records, documents, or lists (hereinafter "Data") obtained from the City of Emmett as a mailing or telephone number list for any purpose, including soliciting, market research, etc., in accordance with Idaho Code 74-103.**

\_\_\_\_\_  
Signature

City Employee Processing Request: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Fees Collected: \_\_\_\_\_

Record Request exceeding 100 pages of copies or exceeding 2 hours of labor will be charged per fee schedule I.C.74-103 - If more than three (3) working days are needed to process this request, the requestor shall be notified, with the documents or response following within ten (10) days.



# EMMETT POLICE DEPARTMENT

501 E. Main Street – Emmett, ID 83617  
Fax 365-6062 Phone 365-6055

**Steve Kunka, Chief of Police**

Thursday, October 6, 2022

Mayor, City Council:

I am requesting a **MOTION** to approve JSE Enterprises, LLC invoice in the amount of **\$20,825.99** for the remodel of the Emmett Police Department.

Attached is the invoice for your review.

Thank you,

Steve O. Kunka, Emmett Police Chief

Steve Kunka,

Chief of Police  
Emmett Police Department

# JSE ENTERPRISES, LLC

## Specializing In Custom Aircraft Hangars

General Building Contractor ▫ State of Idaho ▫ License RCE-11457  
Commercial ▫ Residential ▫ Remodel

**Jeff Ekberg**

**1976 Edgemont Road, Emmett Idaho 83617**

Cell 208.440.4244 ▫

Email

JSE.jeffekberg@yahoo.com



**Built With Integrity ▫ Driven By Performance ▫ Measured By Quality**

9-24-22

City of Emmett, Police Department, Billing One  
To Public Works Director

As per Estimate for Construction dated and sent, 6-24-2022

JSE Enterprises LLC billing.

1-Sawcut floor	\$810.00
2-Bristol Plumbing ground-work, see attachment	\$3950.00
3-Removal of concrete and hand dug trenches	\$2500.00
4-Purchase all insulation for walls	\$2000.00
5-Electrical work per city request, see attachment, rough in	\$6004.00
6-Fashion floors, materials purchased only, see attachment	\$2661.99
7-JSE labor and fuel, 50% of bid amount	\$2900.00

Total amount due as per Billing One

**\$20,825.99**





**EMMETT PUBLIC WORKS DEPARTMENT**  
601 East 3<sup>rd</sup> Street - Emmett, Idaho 83617  
**Clint Seamons, Public Works Director**

Wednesday, October 5, 2022

Mayor, City Council:

I am requesting a **MOTION to approve Agreement For Professional Services to Keller Associates for Emmett 12th Street Lift Station Upgrades in the amount of \$47,300.00.**

Attached is the agreement for your review.

Thank you,

Clint Seamons, Public Works Director

## AGREEMENT FOR PROFESSIONAL SERVICES

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

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **Emmett 12<sup>th</sup> Street Lift Station Upgrades** ("Project").

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

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

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

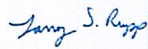
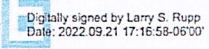
**COMPENSATION:**

*Basic Services.* As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of \$47,300 (One Hundred Forty-Seven Thousand Three Hundred dollars) for completing Tasks 1-3 as described in Attachment A.

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

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

**OWNER:** City of Emmett  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 501 E. Main Street, Emmett, Idaho 83617  
Date: \_\_\_\_\_

**CONSULTANT:** Keller Associates, Inc.  
Signature:    
Name: Larry Rupp, PE  
Title: President  
Address: 100 E Bower Street, Suite 110  
Meridian, ID 83642  
Date: 9/21/2022

## STANDARD TERMS AND CONDITIONS

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

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

**Suspension.** If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Subject to the limitations of Idaho law, including article 8 section 4 of the Idaho Constitution and the Idaho tort claims act (Idaho Code § 6-901, et seq.), and to the extent permitted by Idaho law, and without waiving any of the defenses, immunities, or other protections available thereunder, Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed \$1,000,000.

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

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

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

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

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

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

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

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

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

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

## **ATTACHMENT A - SCOPE OF SERVICES, COMPENSATION, SCHEDULE Emmett 12<sup>th</sup> Street Lift Station Upgrades**

### **Scope of Work**

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Date: September 2022

Project Number: 210022

Project Name: Emmett 12<sup>th</sup> Street Lift Station Upgrades

Consultant Company Address: Keller Associates, 131 SW 5<sup>th</sup> Ave, Ste A, Meridian, ID 83642

Consultant Project Manager/Contact Information: Justin Walker, PE (direct 208.813.7590; mobile 208.859.2932, jwalker@kellerassociates.com)

### **PROJECT DESCRIPTION**

The City of Emmett (Owner) intends to construct upgrades to the 12<sup>th</sup> Street Lift Station. No improvements are anticipated to the incoming sewer mains or outgoing 12-inch pressure sewer main. The key objectives of the project include:

- Increase the pumping capacity of the lift station.

The 2016 Wastewater Collection System Plan documented an existing firm pumping capacity of 715 gpm. It further projected 2035 peak hour flows to be approximately 1,000 gpm. The proposed upgrades are expected to increase the lift station firm capacity to between 1,000 to 1,500 gpm as established by the ongoing wastewater collection system plan update. The ongoing wastewater collection system master plan will be used to establish flow projections and depth criteria. Lift station facilities are anticipated to include upgrades to the pumps, motors, electrical gear, standby generator, and limited site improvements. It is noted that the downstream receiving gravity sewer main has been previously upsized to a 24-inch which was also identified as a related improvement to the 12<sup>th</sup> St. Lift Station upgrades in the 2016 plan. Consultant services are more particularly described in the following sections.

### **CONSULTANT SERVICES**

#### **Task 1 – Project Management**

Project management includes general project administration services including contract administration, project accounting, regular progress reports, maintaining project schedule, and internal project administration. Budget for the preliminary engineering design phase assumes project schedule of four months.

- 1.1. **Kickoff meeting:** Schedule a project kick-off meeting to discuss key design concepts, project goals and objectives, and project constraints.

**Deliverables:** Regular progress reports, invoices, and kickoff meeting agenda and minutes.

**Task 2 –Surveying Services**

The Consultant will provide the following services:

**2.1. Topographic Survey Services:** Consultant will complete a topographic survey of the lift station site (approximately 50'x50' in size). Survey will pick up marked utilities and visible features. A property boundary survey will not be completed.

**Assumptions:**

- No geotechnical field services, evaluation, or report will be provided.
- No property boundary surveying or research will be conducted for right of way or easement acquisition.

**Deliverables:**

- Topographic survey of project area consistent with NAVD 88 (vertical) and NAV 83 (horizontal) datums.

**Owner Responsibilities:**

- Property ownership documentation.
- Property permission for surveying efforts.

**Task 3 – Preliminary Design**

The Consultant will provide the following services:

**3.1. 30% Design:** Consultant to complete the following tasks as part of a 30% design effort:

- Use sewer flows, population projections, and existing gravity pipeline depths from the ongoing master plan to assess proposed lift station and pressure main(s) operational conditions (such as pump cycle time, pump/motor horsepower, pressure main velocity, wet well fill time, receiving gravity sewer main flow implications, and response time) for initial construction and 20-year flow conditions.
- Assess need and viability of an electrical/control building along with exterior composition, footprint, and location on existing site plan.
- Develop a preferred phasing plan for improvements to the lift station operation for initial conditions and 20-year flow conditions established in the ongoing master plan. Phasing plan will recommend preferred pump size and generator size.
- Develop recommended preliminary design modifications to lift station site improvements, electrical and control facilities on existing lift station site.
- Coordinate with Idaho Power regarding upgrades to power supply for proposed improvements. Prepare electrical load calculations and develop electrical one-line

diagram and preliminary control strategy compatible with the Owner's existing SCADA system.

**3.2. Preliminary Engineering Report (PER):** Prepare and submit PER to the Department of Environmental Quality (DEQ). PER will represent (30%) design plans.

**3.3. Opinion of Probable Cost:** Prepare a 30% design level opinion of probable cost.

**3.4. Design Review Meeting:** Participate in a 30% design review meeting with the Owner.

**Assumptions:**

- No environmental, land use, or regulatory evaluations or permitting support will be provided.

**Deliverables:**

- PER.
- Opinion of probable cost.

**Owner Responsibilities:**

- Owner input regarding design criteria.
- Available information about adjacent development and property owner.

**Task 4 – Final Design**

Final design of the lift station facilities will be completed by Consultant. Consultant will prepare civil, mechanical, electrical and control (P&ID) design plans and specifications for the construction of the lift station improvements. Consultant will coordinate with Owner's SCADA system integrator (ACS) to develop a P&ID drawing and control strategy specification. Design will not include control panel or wiring drawings. It is assumed that SCADA communication will be with fiber. It is contemplated that the bidding documents will include a bid allowance for the Owner's SCADA integrator to complete SCADA programming and integration. The Consultant will provide the following services as part of final design:

**4.1. Design Drafting:** Consultant will perform design drafting in AutoCAD for the construction plans.

**4.2. Bidding and Technical Specifications:** Technical specifications will be based on Consultant's standard specifications. Front-end construction bidding documents (bid advertising, instructions to bidders, bid forms, bid bonds, insurance requirements, agreements, general provisions, and supplemental conditions) shall be based on Engineers Joint Contract Documents Committee (EJCDC).

**4.3. 75% Plans:** Consultant to complete 75% plans and submit a review set of plans to the Owner and meet with Owner to receive comments and discuss plans.

**4.4. 100% Plans, Specifications, and Bidding Documents:** Consultant will incorporate appropriate revisions/comments into a final set of stamped plans, specifications, and bidding documents. Prepare an updated opinion of probable cost using the bid schedule developed for the project.

**Deliverables:**

- 75% Plan package (electronic copy in PDF format).
- 100% Plans, specifications, and bidding documents (2 hard copies – 11x17; electronic copy in PDF format).
- Updated cost estimate at 100% design.

**Owner Responsibilities:** Owner will provide the following.

- Legal and risk review of contract documents.

**Task 5 – Bidding Support Services**

Consultant will provide bidding support for a single, public advertisement bid process with a single lump sum bid package/schedule. Bidding support will include attendance at a prebid meeting, responding to contractor questions during the bidding process, issuing addenda, attending the bid opening, reviewing bids, and recommending an action in response to the submitted bids.

**Deliverables:**

- Recommending for award with bid tabulation.

**Owner Responsibilities:** Owner will provide the following information/tasks.

- Pay for advertisement costs.
- Provide legal and risk assessment review services for bidding documents if required.
- Provide a meeting location for the prebid meeting and bid opening.

**Task 6 – Construction Support**

The scope of work for this task will be determined at a future time.

**TIME OF COMPLETION**

Consultant will complete Tasks 1 through 3 within three months of having information requested.

**COMPENSATION**

The Consultant will be compensated in accordance with the following table.

<b>Summary of Professional Services Fees</b>			
<b>Task</b>	<b>Description</b>	<b>Billing</b>	<b>Fee/Budget</b>
Task 1	Project Management & Kickoff Meeting	LS	\$4,700
Task 2	Surveying	LS	4,400
Task 3	Preliminary Design	LS	38,200
Task 4	Final Design	LS	TBD
Task 5	Bidding Support Services	LS	TBD
Task 6	Construction Support	LS	TBD
<b>TOTAL ENGINEERING</b>			<b>\$47,300</b>



**SERVICES NOT PROVIDED BY CONSULTANT**

1. Environmental field work, permitting, and/or reporting.
2. Funding administration or application support.
3. Regulatory, land use, building permitting
4. SCADA programming and integration. District integrator will provide input on SCADA equipment and functionality including a radio pathway study if needed.
5. Public outreach.
6. Other services not included in the scope of work.



**EMMETT PUBLIC WORKS DEPARTMENT**  
601 East 3<sup>rd</sup> Street - Emmett, Idaho 83617  
**Clint Seamons, Public Works Director**

Wednesday, October 5, 2022

Mayor, City Council:

I am requesting a **MOTION to approve Agreement For Professional Services to Keller Associates for Emmett Quail Run Lift Station Upgrades in the amount of \$47,800.00.**

Attached is the agreement for your review.

Thank you,

Clint Seamons, Public Works Director

## AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of \_\_\_\_\_ (“Effective Date”) between the City of Emmett (“Owner”) and Keller Associates, Inc. (“Consultant”).

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

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

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

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

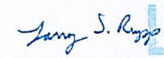
**COMPENSATION:**

*Basic Services.* As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of \$47,800 (One Hundred Forty-Seven Thousand Eight Hundred dollars) for completing Tasks 1-3 as described in Attachment A.

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

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

**OWNER:** City of Emmett  
\_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 501 E. Main Street, Emmett, Idaho 83617  
\_\_\_\_\_  
Date: \_\_\_\_\_

**CONSULTANT:** Keller Associates, Inc.  
\_\_\_\_\_  
Signature:  Digitally signed by Larry S. Rupp  
Date: 2022.09.21  
17:16:18-06'00'  
\_\_\_\_\_  
Name: Larry Rupp, PE  
\_\_\_\_\_  
Title: President  
\_\_\_\_\_  
Address: 100 E Bower Street, Suite 110  
Meridian, ID 83642  
\_\_\_\_\_  
Date: 9/21/2022  
\_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

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

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

**Suspension.** If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Subject to the limitations of Idaho law, including article 8 section 4 of the Idaho Constitution and the Idaho tort claims act (Idaho Code § 6-901, et seq.), and to the extent permitted by Idaho law, and without waiving any of the defenses, immunities, or other protections available thereunder, Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed \$1,000,000.

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

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

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

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

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

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

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

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

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

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

## **ATTACHMENT A - SCOPE OF SERVICES, COMPENSATION, SCHEDULE Emmett Quail Run Lift Station Upgrades**

### **Scope of Work**

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Date: September 2022

Project Number: 210022

Project Name: Emmett Quail Run Lift Station Upgrades

Consultant Company Address: Keller Associates, 131 SW 5<sup>th</sup> Ave, Ste A, Meridian, ID 83642

Consultant Project Manager/Contact Information: Justin Walker, PE (direct 208.813.7590; mobile 208.859.2932, jwalker@kellerassociates.com)

### **PROJECT DESCRIPTION**

The City of Emmett (Owner) intends to construct upgrades to the Quail Run Lift Station. No improvements are anticipated to the incoming sewer mains or outgoing 6-inch pressure sewer main. The key objectives of the project include:

- Increase the pumping capacity of the lift station.
- Establish a plan for this lift station that meets long-term growth expectations

The 2016 Wastewater Collection System Plan documented an existing firm pumping capacity of 133 gpm. It further projected 2035 peak hour flows to be approximately 450 gpm. The proposed upgrades are expected to increase the lift station firm capacity to between 500 to 750 gpm as established by the ongoing wastewater collection system plan update. The ongoing wastewater collection system master plan will be used to establish flow projections. It is noted that the downstream receiving gravity sewer main will be upsized as part of a separate project to accommodate Quail Run lift station upgrades. Consultant services are more particularly described in the following sections.

### **CONSULTANT SERVICES**

#### **Task 1 – Project Management**

Project management includes general project administration services including contract administration, project accounting, regular progress reports, maintaining project schedule, and internal project administration. Budget for the preliminary engineering design phase assumes project schedule of four months.

- 1.1. **Kickoff meeting:** Schedule a project kick-off meeting to discuss key design concepts, project goals and objectives, and project constraints.

**Deliverables:** Regular progress reports, invoices, and kickoff meeting agenda and minutes.

**Task 2 –Surveying Services**

The Consultant will provide the following services:

- 2.1. **Topographic Survey Services:** Consultant will complete a topographic survey of the lift station site (approximately 40'x40' in size not including any area in Substation Road or S Plaza Road). Survey will pick up marked utilities and visible features.

**Assumptions:**

- No geotechnical field services, evaluation, or report will be provided in the initial phase of the project but can be provided as an additional server or completed in future phases of the project.
- No property boundary surveying or research will be conducted for right of way or easement acquisition in the initial phase of the project but can be provided as an additional server or completed in future phases of the project.

**Deliverables:**

- Topographic survey of project area consistent with NAVD 88 (vertical) and NAV 83 (horizontal) datums.

**Owner Responsibilities:**

- Property ownership documentation.
- Property permission for surveying efforts.

**Task 3 – Preliminary Design**

The Consultant will provide the following services:

- 3.1. **30% Design:** Consultant to complete the following tasks as part of a 30% design effort:

- Use sewer flows, population projections, and existing gravity pipeline depths from the ongoing master plan to assess proposed lift station and pressure main(s) operational conditions (such as pump cycle time, pump/motor horsepower, pressure main velocity, wet well fill time, receiving gravity sewer main flow implications, and response time) for initial construction and 20-year flow conditions.
- Evaluate up to two alternative lift station configurations and locations that will satisfy build-out flow conditions and improve maintenance and operations of the lift station including one alternative being a new submersible wet well and pump style lift station south across the street in the parking area. Develop comparative cost estimates. Coordinate with Owner to establish the preferred alternative. Document anticipated regulatory, environmental, land use, and permitting requirements for implementing the preferred alternative.
- 
- Develop a preferred phasing plan for improvements to the lift station operation for initial, 20-year, and build-out flow conditions. Phasing plan will recommend preferred pump size and generator size.

- Coordinate with Idaho Power regarding upgrades to power supply for proposed improvements. Prepare electrical load calculations and develop electrical one-line diagram and preliminary control strategy compatible with the Owner's existing SCADA system.

**3.2. Preliminary Engineering Report (PER):** Prepare and submit PER to the Department of Environmental Quality (DEQ). PER will represent 30% design plans which are estimated to include up to 5 sheets including a cover sheet, site plan, mechanical plan, electrical one-line diagram, and P&ID sheet.

**3.3. Opinion of Probable Cost:** Prepare a 30% design level opinion of probable cost.

**3.4. Design Review Meeting:** Participate in a 30% design review meeting with the Owner.

**Assumptions:**

- No environmental, land use, or regulatory evaluations or permitting support will be provided.

**Deliverables:**

- PER.
- Opinion of probable cost.

**Owner Responsibilities:**

- Owner input regarding design criteria.
- Available information about adjacent development and property owner.

**Task 4 – Final Design**

Final design of the lift station facilities will be completed by Consultant. Consultant will prepare civil, mechanical, electrical and control (P&ID) design plans and specifications for the construction of the lift station improvements. Consultant will coordinate with Owner's SCADA system integrator (ACS) to develop a P&ID drawing and control strategy specification. Design will not include control panel or wiring drawings. It is assumed that SCADA communication will be with fiber. It is contemplated that the bidding documents will include a bid allowance for the Owner's SCADA integrator to complete SCADA programming and integration. The Consultant will provide the following services as part of final design:

**4.1. Design Drafting:** Consultant will perform design drafting in AutoCAD for the construction plans.

**4.2. Bidding and Technical Specifications:** Technical specifications will be based on Consultant's standard specifications. Front-end construction bidding documents (bid advertising, instructions to bidders, bid forms, bid bonds, insurance requirements, agreements, general provisions, and supplemental conditions) shall be based on Engineers Joint Contract Documents Committee (EJCDC).



4.3. **75% Plans:** Consultant to complete 75% plans and submit a review set of plans to the Owner and meet with Owner to receive comments and discuss plans.

4.4. **100% Plans, Specifications, and Bidding Documents:** Consultant will incorporate appropriate revisions/comments into a final set of stamped plans, specifications, and bidding documents. Prepare an updated opinion of probable cost using the bid schedule developed for the project.

**Deliverables:**

- 75% Plan package (electronic copy in PDF format).
- 100% Plans, specifications, and bidding documents (2 hard copies – 11x17; electronic copy in PDF format).
- Updated cost estimate at 100% design.

**Owner Responsibilities:** Owner will provide the following.

- Legal and risk review of contract documents.

**Task 5 – Bidding and Construction Support**

The scope of work for this task will be determined at a future time.

**TIME OF COMPLETION**

Consultant will complete Tasks 1 through 3 within three months of having information requested.

**COMPENSATION**

The Consultant will be compensated in accordance with the following table.

**Summary of Professional Services Fees**

Task	Description	Billing	Fee/Budget
Task 1	Project Management & Kickoff Meeting	LS	\$4,100
Task 2	Surveying	LS	3,200
Task 3	Preliminary Design	LS	40,500
Task 4	Final Design	LS	TBD
Task 5	Bidding and Construction Support	LS	TBD
<b>TOTAL ENGINEERING</b>			<b>\$47,800</b>

**SERVICES NOT PROVIDED BY CONSULTANT**

1. Environmental field work, permitting, and/or reporting.
2. Funding administration or application support.
3. Regulatory, land use, building permitting
4. SCADA programming and integration. District integrator will provide input on SCADA equipment and functionality including a radio pathway study if needed.
5. Public outreach.
6. Other services not included in the scope of work.