City of Emmett Council Meeting

March 8, 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 Thomas Butler, Councilor Jody Harris, Councilor Gary

Resinkin, Councilor Denise Sorenson

Council Present via telephone: Tona Henderson

Council absent:

Staff Present: Brian Sullivan, Lyleen Jerome, Curt Christensen, Mike Knittel, Steve Kunka, Clint Seamons

Public Present: Everett Maltbie, Carla Porath, Carol Briggs, Burton Briggs, Penny Egyen, Jerry Barber, Jim Hines,

Ray Foutz

<u>Public Present via telephone</u>: None <u>Amendments to the Agenda</u>: None <u>Declaration of Conflicts of Interest:</u> None

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

ELECTED OFFICIALS:

Mayor – Mayor Petrie proclaimed March 2022 as National Nutrition Month and presented the Proclamation to Carol Briggs. Mayor Petrie presented certificates of appreciation to Everett Maltbie, Jerry Barber and Jim Hines commemorating their service in the Vietnam War.

City Council - None

Announcements and Good of the Order - None

CONSENT AGENDA:

Approval of Minutes February 22, 2022

Approval of Accounts Payable.

Approve Permits - Kassandra Mahurin and Sophia Knuchell

Council-President Nebeker moved to approve THE CONSENT AGENDA. Seconded by Councilor Resinkin. The motion passed by voice vote.

<u>DISCUSSION/INFORMATION UPDATES</u>: Ray Fouts spoke to the Council in regards to the upcoming speed limit change on South Johns that will begin March 14, 2022.

NON-CONSENT AGENDA

BUSINESS:

A. Brian Sullivan, Building/Zoning Administrator requests approval of Final Plat for LJB Commercial Minor Subdivision, #21-02. Councilor Henderson moved to approve LJB COMMERCIAL MINOR SUBDIVISION, AND RECOMMENDS APPROVAL OF THE PLAT WITH THE SITE-SPECIFIC CONDITIONS. Seconded by Councilor Butler. The motion passed by voice vote

- B. Brian Sullivan, Building/Zoning Administrator requests approval of Final Plat #FP21-004 for 210 Main, LLC, Payette River Orchards Subdivision Phase 4. Councilor Sorenson moved to approve PAYETTE RIVER ORCHARDS SUBDIVISION PHASE 4 APPLICATION #FP21-004 WITH THE SITE-SPECIFIC CONDITIONS. Seconded by Councilor Butler. The motion passed by voice vote
- C. Curt Christensen, Fire Chief requests approval of Grant Application for Disaster Relief and Emergency Assistance. Councilor Sorenson moved to approve GRANT APPLICATION UNDER THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT, WITH THE MAYOR TO SIGN. Seconded by Council President Nebeker. Motion Passed by Roll Call Vote AYES- Council President Nebeker, Councilor Butler, Councilor Harris, Councilor Resinkin, Councilor Sorenson, Councilor Henderson. NOES None
- D. Clint Seamons, Public Works Director requests approval of Surplus of Equipment. Council President Nebeker motioned to APPROVE THE SURPLUS OF PUBLIC WORKS EQUIPMENT BY PUBLIC AUCTION USING PICKETT AUCTION SERVICES LLC. Seconded by Councilor Resinkin. The motion passed by Voice Vote.
- E. Mike Knittel, Systems Administrator requests approval of a Site and Tower Lease Agreement between the City of Emmett and CTC Telecom, Inc. Council President Nebeker moved to approve THE SITE AND TOWER LEASE AGREEMENT BETWEEN THE CITY OF EMMETT AND CTC TELECOM, INC. Seconded by Councilor Resinkin. Motion passed by Roll Call Vote AYES Council President Nebeker, Councilor Butler, Councilor Harris, Councilor Resinkin, Councilor Sorenson, Councilor Henderson.

 NAYS None

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-Absent
- E. Police Steve Kunka, Police Chief-Reported
- F. Public Works Clint Seamons, Public Works Director-Reported
- G. Systems Administrator Mike Knittel, IT Systems Director-Reported
- H. Engineer None

City of Emmett Council Meeting

March 8, 2022

Councilor Butler moved to ADJOURN, Seconded by Councilor Harris. The motion was passed by voice vote.
Meeting Adjourned 7:55 p.m.
Mayor Gordon Petrie Lyleen Jerome, City Clerk



CITY OF EMMETT

Bartender Permit Checklist

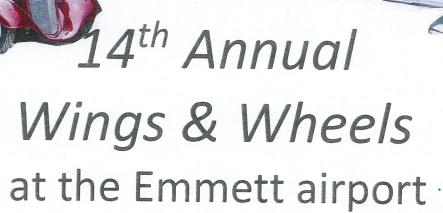
Applicant Name	E HANNAH BARRETT
Date Applicatio	n Received 02/23/22 By SJ
	New Application Renewal Application
	Application Notarized
	Fingerprint Receipt Attached (New only)
	Background receipt (New only)
\boxtimes	Copy of Driver's License Attached
	Permit Fee Paid
\boxtimes	Temporary Permit Language added to Receipt (New only)
Police De	epartment
	Fingerprint Results Attached (New only)
П	Background Check
_	Emmett Police Name/Records Check
	Gem County Sheriff's Name/Records Check
	Other
Da	te Requested: Date Completed:
	Completed by Chief of Police
City Cour	
	Added to Council Agenda for approval
Cit	cy Council Approved Yes No Council Date
Official F	Permit
	Created
	Mailed



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name	BLAKE KOHL
Date Application	Received 02/23/22 By SJ
\boxtimes	New Application Renewal Application
\boxtimes	Application Notarized
	Fingerprint Receipt Attached (New only)
	Background receipt (New only)
\boxtimes	Copy of Driver's License Attached
\boxtimes	Permit Fee Paid
\boxtimes	Temporary Permit Language added to Receipt (New only)
Police Depa	artment
	Fingerprint Results Attached (New only)
	Background Check
	Emmett Police Name/Records Check
	Gem County Sheriff's Name/Records Check
	Other Other
Date	Requested: Date Completed: Date Completed:
	Completed by Chief of Colice
City Counci	
	Added to Council Agenda for approval
City	Council Approved Yes No Council Date
Official Per	mit
	Created
	Mailed





Saturday
April 16, 2022
8 a.m. until 2 p.m.

Aircraft fly in & open house

Awards for spot landing, nicest aircraft & rarest aircraft.

Show N' shine for classic/antique cars & trucks

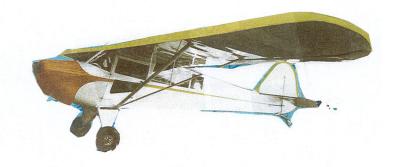
All participants must be staged by 10:00 a.m.

Dash plaques for all participants. Car registration donation \$5

Benefit breakfast hosted by culinary students at the Payette River Technical Academy

For more information contact John at 208-369-3941







EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd Street - Emmett, Idaho 83617 Clint Seamons, Public Works Director

Monday, March 14, 2022

Mayor, City Council:

I am requesting a MOTION to approve payment to TC Sales & Service in the amount of \$40,344.00 for Hawthorne Lift Station Vaughan Submersible Chopper Pump with original BID having been approved by city council on November 9th 2021.

Attached is the invoice for your review.

Thank you,

Clint Seamons, Public Works Director

TC Sales & Service

PO Box 963 Sandy, UT 84091 US

sales@tcsalesco.com

BILL TO

Emmett WWTP 1478 Cascade Road Emmett, ID 83617 Attn: A. Abercrombie Invoice

SHIP TO

Emmett WWTP – 1478 Cascade Road Emmett, ID 83617 Attn: Andrew A. (208) 573-7627

call 24 hrs prior to delivery

INVOICE #

DATE

TOTAL DUE

DUE DATE

TERMS Net 15 **ENCLOSED**

2707

01/21/2022

\$40,344.00

02/05/2022

P.O. NUMBER

SALES REP

SHIP DATE 01/17/2022

SHIP VIA
OLD DOMINION

TRACKING NO. 77839811526

26 435 740

OALL

ВG

DATE

SERVICE

DESCRIPTION

QTY

RATE

AMOUNT

Vaughan Model S4K-082 Casing, cast ductile iron with 4" ANSI CL 125 discharge flange.

Impeller, Cutter Bar, Cutter Nut Upper Cutter, minimum Rockwell

C60.

Mechanical Seal, cartridge type with ductile iron gland, Viton Orings, tungsten carbide faces, and integral stainless steel sleeve as manufactured by Vaughan.

Elastomers, Buna N

Bearings, oil bath lubricated with minimum 100,000-hour L-10

bearing life.

Bearing Housing, cast ductile iron with piloted motor mount. TO BE

PLUGGED OFF.

Shaft, heat treated steel

Motor, 5 HP, 1200 RPM, 3/60/460, 1.15 SF, Class 1, Group C & D, 15 min CIA duty submersible motor, tandem seals, moisture sensors, thermostats and 25' of

cable.

4" Spark Proof Base Elbow, cast

ductile iron

4" Guide Bracket, cast nonsparking aluminum bronze. Intermediate Stiffener Brackets, 316 stainless steel located every 10

feet.

Top Mounting Bracket and Chain Holder Bracket, 316 stainless steel. Pump Finish: Sandblast min 30 MDFT Tnemec PL Series 431

epoxy.

2 19,672.00

39,344.00

DATE SERVICE DESCRIPTION QTY RATE AMOUNT

Estimated 8 to 10 weeks after receipt of approved submittals, released to production and executed purchase order.

SUBTOTAL 39,344.00
SHIPPING 1,000.00
TOTAL 40,344.00

BALANCE DUE

\$40,344.00



EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd Street - Emmett, Idaho 83617 Clint Seamons, Public Works Director

Thursday, March 10, 2022

Mayor, City Council:

I am requesting a MOTION to approve Idaho Transportation Department Cooperative Agreement For Maintenance of State Highway SH-16, SH-52 with Mayor to sign.

Attached is the agreement for your review.

Thank you,

Clint Seamons, Public Works Director



MEMORANDUM OF UNDERSTANDING Between THE IDAHO TRANSPORTATION DEPARTMENT AND THE CITY OF EMMETT

PURPOSE

The Idaho Transportation Department (ITD) and the City of Emmett (the City) desire to provide for the maintenance of state highway routes within the City, to arrange for the particular maintenance functions to be performed by the City and those to be performed by the State, and to specify the terms and conditions under which such work will be performed.

AUTHORITY

Authority for this Memorandum of Understanding (MOU) is established by Sections 40-310(5), 40-317(4), and 67-2326 through 67-2333 of the Idaho Code.

RESPONSIBILITIES AND PROCEDURES

This MOU supersedes previous Cooperative Maintenance Agreements which cover the same route description described in Section 13. In consideration of the mutual covenants and promises herein contained, it is agreed that the City will perform such maintenance work as is specifically delegated to it and ITD will perform those particular functions of maintenance delegated to it on the state highway routes or portions thereof as hereinafter described under Sections 10 and 14 or as said sections may be subsequently modified with the written consent of the parties hereto acting by and through their authorized representatives.

1. MAINTENANCE DEFINED

Maintenance is defined as follows:

- a. The preservation and keeping of right-of-way and each type of roadway, structure, and facility in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.
- b. Provisions as necessary for the safety and convenience of traffic and the upkeep of traffic control devices.
- c. The general utility services such as roadside planting and vegetation control.
- d. The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility.
- e. Upkeep of illumination fixtures on the streets, roads, highways, and bridges, which are required for the safety of persons using the said streets, roads, highways, and bridges.

2. DEGREE OF MAINTENANCE

The degree and type of maintenance for each highway or portion thereof shall mean doing the work and furnishing the materials and equipment to maintain the highway facility herein described in a manner as near as practicable to the standard in which they were originally constructed and subsequently improved. Provided however, nothing herein shall be construed to require reconstruction of any highway.

3. HIGHWAY

Highway, as used herein, includes the entire right-of-way which is secured or reserved for use in the construction and maintenance of the traveled way and roadsides as hereinafter described.

4. ROADWAY

Roadway means the area between the inside face of curbs or the area between the flow lines of paved gutters; otherwise, the entire width within the highway which is improved for vehicular use including improved shoulders and side slopes, if they exist.

5. IMPROVED ROADSIDES

Improved roadside is the area between the roadway, as defined under Section 4, and the right-of-way boundary lines, including curb and sidewalk.

Curb relates to a timber, concrete, asphalt, or masonry structure separating or otherwise delineating the roadway from the remainder of the highway and shall include paved gutters. Medians that separate the roadways for traffic in opposite directions are considered a part of the improved roadsides. Sidewalk applies to the paved or otherwise improved surface area between the face of curb or edge of roadway and right-of-way boundary, including paved entrances or driveways.

6. UNIMPROVED ROADSIDES

Unimproved roadsides relate to the area between the roadway and right-of-way boundary wherein curbs and sidewalks do not exist.

7. BRIDGES

Bridges are structures that span more than 20 feet measured between abutments along the centerline of the street and multiple span structures where the individual spans are in excess of 10 feet measured from center-to-center of supports along the centerline of the street. All other cross-drainage structures shall be classified as culverts.

8. TRAFFIC CONTROL DEVICES

Traffic control devices include all signs, pavement markings, and highway illumination placed on or adjacent to the street or highway for the regulations, guidance, warning and aid of pedestrian and traffic movement thereon. Traffic signals will be treated under a separate agreement.

9. FRONTAGE ROADS

Frontage roads are roads constructed on either side of the highway to provide authorized road access to adjacent properties in lieu of access directly from the highway.

10. ROUTINE MAINTENANCE

Routine maintenance to be performed on the roadway or roadsides shall consist of such work as patching, spot sealing, crack sealing, snow plowing, snow removal, sanding, care of drainage, upkeep and repair of bridges, culverts, curbs, benches and sidewalks, street sweeping and cleaning, repair of damage and cleaning up after storms and traffic accidents, control of roadside vegetation, care of landscaped areas, planters, trees or other ornamental plantings, and upkeep and operation of traffic control devices, all in the manner as hereinafter specified.

a. Roadway

- (1) Surface Repair: The patching of holes, depressed areas, spot sealing, undersealing, etc.
- (2) <u>Crack Sealing</u>: The cleaning, filling and sealing of cracks in pavement with sealing compounds.
- (3) Sweeping and Cleaning: The removal of dirt or litter normally coming onto the roadway from action of traffic or from natural causes, such as flood and storm debris.
- (4) <u>Snow Removal</u>: The removal of snow from the roadway by plowing, sweeping, and hauling and shall include applying sand and/or salt when required. The hauling away of snow need only apply

- on those highway sections where snow storage is limited or at such times when accumulations become greater than storage area capacity.
- (5) <u>Utilities</u>: Including manholes, boxes or other appurtenances shall be maintained by their owners.
- (6) Storm Sewers: Shall be kept clean and free from debris; traps and sumps cleaned as required after each storm.
- (7) <u>Culverts</u>: Shall be kept clean and free from debris; inlets and outlets shall be kept free of debris and growing grass or brush.

b. Bridges

Shall be inspected in accordance with the national inspection standards of *U.S. Code*, *Section 116(d)*, *Title 23*, administered by the State. Bridges designed to American Association of State Highway Transportation Officials (AASHTO) H-20 or better standards must be inspected on a frequency not to exceed two years. Bridges that are posted for restricted weight limits and/or designed to AASHTO HS-15 or less will be inspected on an annual basis. Inspections are to be accomplished by a qualified inspector. The State's district engineer shall be immediately notified of major defects. See current edition of *AASHTO Manual for Maintenance Inspection of Bridges* for inspector's qualifications, inspection reporting procedures, and structural analysis for load capacity of bridges.

c. Improved Roadsides

- (1) Curbs: Shall be kept in repair by cleaning, patching, lifting, and aligning.
- (2) <u>Sidewalks</u>: Shall be kept in repair by cleaning, patching, lifting, aligning, and regrading if of gravel or other non-cemented material.
- (3) <u>Lawn or Grass Areas</u>: Shall be kept mowed, watered, edges trimmed, and the watering operations shall not flood or sprinkle on the roadway.
- (4) Trees and Plantings: Shall be kept trimmed with dead material removed and hazardous limbs pruned. This agreement shall not be construed as restricting, prohibiting or otherwise relieving the City of the responsibility for inspection and upkeep of trees in a manner that will insure maximum safety to both vehicular and pedestrian traffic or to restrict or relieve the City from following the same policy and procedure generally followed by it with respect to streets of the City in the matter of requiring sidewalk repairs and control of vegetation to be made by or at the expense of abutting owners who are under legal obligation to perform such work.
- (5) Benches and Planters: Shall be kept in repair by cleaning, patching, aligning, and painting.

d. Unimproved Roadsides

- (1) <u>Ditchings</u>: Foreslopes, backslopes, and ditches shall be bladed and ditched regularly as required to keep as near as possible to the original typical cross section.
- (2) <u>Cleaning</u>: Foreslopes and backslopes shall be mowed as required. Trees and shrubs shall be kept trimmed, dead material removed and hazardous limbs pruned, waterways shall be kept free of debris.

e. Traffic Control Devices

Traffic control devices installed and maintained on the urban extensions of the State Highway System shall be in conformance with the recommendations and specifications of the current *Manual on Uniform Traffic Control Devices for Streets and Highways* as approved by AASHTO and as adopted by ITD. The maintenance to be performed on these items shall consist of furnishing all necessary labor, material, services, and equipment to install, replace, operate, and/or repair in accordance with this agreement.

All traffic control devices installed inside right-of-way of the State Highway System shall be the responsibility of the State. See section 14 for delegated maintenance responsibility.

- (1) Route Guide Signing: This includes all official designation guide signs at junctions of the urban extensions of the State Highway System, all entering community signs and all U.S. or State Highway System route markers necessary to properly identify and keep the motorist sure of the routes.
- (2) Other Guide Signs: This includes all other guide signs of an informational nature identifying streets, city parks, landmarks, and items of geographical or cultural interest that the community desires to sign.
- (3) <u>Warning Signs</u>: These will include all signs used to indicate conditions that are actually or potentially hazardous to users of the highway or street.
- (4) <u>Speed Signs</u>: These will include all regulatory signs to indicate speed limits that have been designated in accordance with statutory provisions.
- (5) Other Regulatory Signs: These will include all regulatory signs, other than the speed sign and lane control sign which are used to indicate the required method of traffic movement or use of the public highway or street.
- (6) <u>Highway Lighting</u>: This includes all fixed illumination of the roadway or sidewalks for purposes of providing better visibility of persons, vehicles or roadway features. All highway lighting shall be installed and maintained in accordance with current policies of the State. Maintenance shall include all upkeep of supports, interconnecting service, electrical energy costs, cleaning, lamp renewal, and associated labor and material costs required to maintain the lighting system in continuous nighttime operation.
- (7) <u>Lane-Line Markings</u>: These will include those lines dividing the roadway between traffic moving in opposite directions, lane-lines separating two or more lanes of traffic moving in the same direction, painted channelization, pavement edge markings, and no passing barrier lines where required.
- (8) Other Pavement Markings: These include all stop lines, crosswalk lines, parking space limits and word and symbol marking set into or applied upon the pavement surface or curbing or objects within or adjacent to the roadway for the purpose of regulating or warning traffic.

11. ENCROACHMENT PERMITS

If ITD delegates authority to issue encroachment permits to the City, the authority shall pertain to all parts of the highway or street throughout the particular length indicated under Section 17 and/or 17-a of this agreement. Authority to issue encroachment permits shall not be assigned to the City unless they have adequate ordinances governing the encroachments together with an administrative organization and procedure capable of enforcing the ordinances.

Permits shall be issued on a form provided by ITD and the City will furnish a copy of each permit to ITD. The City agrees to follow current policies of the ITD regarding encroachment unless the City, by ordinance or other regulation, imposes more restrictive regulations as stated below. Prior approval of ITD shall be secured before any permit is issued for the original installation of any utility line, driveway or other permanent encroachment within the highway right-of-way.

If the City, by ordinance or other regulation, imposes more restrictive regulations and requirements regarding signs, marquees and/or driveways than above set forth or as provided in current ITD policies, nothing in these provisions shall be construed to prevent the City from enforcing such restrictive regulations in the granting or refusing of permits with respect to any State Highway. Where authority to issue encroachment permits is retained by ITD, all local ordinances which are more restrictive than ITD policy will be observed. When

authority to issue Encroachment permits is retained by ITD, approval of the City will be secured prior to the issuance of a permit. State permit forms will be used and a copy will be forwarded to the City for its record.

The City or ITD shall comply with its usual policy with respect to collecting costs from permittees in such cases as fees or charges are made by the City or ITD for encroachment work on streets or highways.

No signs, billboards or structures other than those authorized and installed by ITD or the City as necessary for the regulating, warning, and guiding of traffic shall be permitted within or to overhang the right-of-way of any State Highway, except in accordance with these provisions:

- a. Signs or marquees extending over the sidewalk and right-of-way may be installed on a permitted basis in business districts only, subject to the following restrictions:
 - No sign or marquee shall be permitted to project over the roadway nor to extend beyond a vertical line located 18 inches outside the inside face of the curb.
 - Signs extending over the sidewalk area shall have no part thereof less than 12 feet above sidewalk or ground level. Marquees extending over the sidewalk area shall have no part thereof less than eight feet above sidewalk or ground level.
- b. Displays or signs overhanging the right-of-way may be authorized on a permit basis only outside of business districts when the display is placed flat against and supported by the building and providing it does not extend more than 12 inches into the right-of-way.
- c. All signs and marquees shall conform to the city building and/or sign code excepting that minimum clearance requirements as herein specified must be complied with.
 - They shall at all times be maintained in a good appearing and structurally safe condition. Any existing sign or marquee suspended or projected over any portion of State Highway right-of-way, which constitutes a hazard, shall be immediately repaired or removed.
- d. Signs or displays will not be permitted which resemble, hide, or because of their color, interfere with the effectiveness of traffic signals and other traffic control devices. Illuminated signs or displays containing red, yellow, or green lights will not be permitted to overhang the right-of-way.
- e. Temporary municipal decorations may be installed and suspended over the State Highway on a permit basis only. They shall not be permitted in locations that interfere with the visibility and effectiveness of traffic control devices.
 - It is understood that none of the provisions listed above (a. to e. inclusive) will be in conflict the Beautification of Highways Act of 1966, *Idaho Code*, *Section 40*, *Chapter 28*.
- f. Use of state highway right-of-way for benches, planters, and trees is subject to the following conditions:
 - Benches, planters, and trees must be at least 18 inches from the face of the curb. When benches, planters, and trees are placed on sidewalks, there must be a four-foot open space for pedestrians and bicyclists measured at a right angle from the edge of the sidewalk, or as an alternative, spacing that meets city-approved standards.
 - Benches, planters, and trees should not obstruct crosswalks or wheelchair ramps, or force pedestrians into the street by their placement.
 - Benches, planters, and trees should not be placed so as to impede the sight distance of vehicles using the highway.
 - Benches, planters, and trees shall not bear markings or signs that resemble official traffic signs.
 - Cities allowing benches, planters, and trees on state highway right-of-way agree to indemnify, defend
 regardless of outcome, and hold harmless, ITD from all accidents or occurrences resulting in damage
 to property, injury, or loss of life related to bench placement on highway right-of-way within the city.

12. TRANSPORTATION PERMITS

Transportation permits will be required on State Highways for all vehicles and their loads that exceed legal limitations. If authority to issue transportation permits is delegated to the City, such authority shall pertain only to travel that originates and terminates within the City corporate limits.

13. ROUTE DESCRIPTION

Route No.	Milepost	Length Miles	Description of Route		
#1 SH 16	111.754 to 113.927	2.173	Portions of SH16 within the city limits of Emmett, beginning at MP 111.754 and proceeding northwestly to the junction of SH52 at MP 113.927.		
#2 SH 52	29.788 to 30.412	0.624	Portions of SH52 within the city limits of Emmett, beginning at MP 29.788 and proceeding east on SH52 to the intersection of SH16		
#3 SH52	30.412 to 31.848	1.436	Beginning at the intersection of SH16 and proceeding north along SH52(Washington St)to the northern city limits of Emmett		

14. DELEGATION OF MAINTENANCE

The maintenance work to be performed by the City or State shall conform to the provisions hereof and shall include those operations as hereinafter indicated.

MAINTENANCE FUNCTION AGENCY TO PE			TO PERFOR	M WORK	
ROADWAY	Route No.1	Route No.2	Route No.3	Route No.	Route No.
1. Surface Repair	ITD	ITD	ITD		
2. Crack Sealing	ITD	ITD	ITD		
3. Sweeping and Cleaning	CITY	CITY	CITY		
4. Snow Removal	ITD	ITD	CITY		
5. Utilities	CITY	CITY	CITY		
6. Culverts	ITD	ITD	ITD		
7. Storm Sewers	CITY	CITY	CITY		
BRIDGES					
1. Main Structure	ITD	ITD	ITD		
2. Pedestrian Walks	CITY	CITY	CITY		
IMPROVED ROADSIDES					
1. Curbs	CITY	CITY	CITY		
2. Sidewalk	CITY	CITY	CITY		
3. Lawn or Grass Areas	CITY	CITY	CITY		
4. Trees and Planting	CITY	CITY	CITY		<u> </u>
5. Medians	CITY	CITY	CITY		
6. Benches and Planters	CITY	CITY	CITY		
UNIMPROVED ROADSIDES					
1. Ditching	ITD	ITD	ITD		
2. Cleaning	ITD	ITD	ITD		
3. Weed Eradication	ITD	ITD	ITD		
TRAFFIC CONTROL DEVICES					
1. Route Guide Signs	· ITD	ITD	ITD		
2. Other Guide Signs	CITY	CITY	CITY		
3. Warning Signs	CITY	CITY	CITY		
4. Speed Signs	ITD	ITD	ITD		
5. Other Regulatory Signs	CITY	CITY	CITY		
6. Highway Lighting	CITY	CITY	CITY		
7. Lane-Line Markings	ITD	ITD	ITD		
8. Other Pavement Markings					
Parking Space Limits	CITY	CITY	CITY		
Crosswalks	CITY	CITY	CITY		
Stop Bars	CITY	CITY	CITY		
School Crossing	CITY	CITY	CITY		
Railroad Crossing	CITY	CITY	CITY		
Lane Control	CITY	CITY	CITY		
ISSUE PERMITS ENCROACHMENTS	ITD	ITD	ITD		
ISSUE PERMITS TRANSPORTATION	ITD	ITD_	ITD		

15. DELEGATION OF COSTS

All agencies shall bear all costs of maintenance obligations assigned to them under this agreement.

16. SUBSEQUENT IMPROVEMENTS

When a highway section or portion thereof is improved to urban standards, i.e., with curbs, sidewalks, etc., the delegation of maintenance shall automatically change to conform to the provisions as provided for similar sections under this agreement.

FINANCING

ITD and the City shall bear all costs of maintenance obligations assigned to them under this MOU.

LIMITATIONS

Nothing in this MOU between ITD and the City shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations of the State of Idaho and of the United States.

Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

EFFECTIVE DATE

This MOU shall become effective upon signature of the Director of ITD or delegate and the signing authority of the City of Emmett, whichever is most recent, and shall remain in full force and effect until amended or terminated.

METHOD OF TERMINATION

This MOU shall remain in force unless formally terminated by either party after thirty (30) days written notice to other party.

AMENDMENTS

Amendments to this MOU shall become effective upon mutual agreement and written approval by the Director of ITD or delegate and the signing authority of the City of Emmett.

SIGNATURES

IDAHO TRANSPORTATION DEPARTMENT

Ву	Date	
D3 District Engineer		
THE CITY OF EMMETT		
Ву	Date	
Mayor		



EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd Street - Emmett, Idaho 83617 Clint Seamons, Public Works Director

Thursday, March 10, 2022

Mayor, City Council:

I am requesting a MOTION to approve Agreement For Professional Services to Keller Associates for Upper Pressure Zone 1 Storage Tank and Future Booster Station in the amount of \$36,700.00 using ARPA funds with Mayor to sign.

Attached is the agreement for your review.

Thank you,

Clint Seamons, Public Works Director

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agre Emmett ("Ow	his is an Agreement effective as of ("Effective Date") between the City of the companies of the City of the					
Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: <u>Upper Pressure Zone 1 Storage Tank and Future Booster Station</u> ("Project").						
The Owner ar	nd the Consultant agree to the following Pro	oject scope, schedule,	and compensation:			
SCOPE: Consi	ultant's services under this Agreement are pent A.	generally identified as	follows:			
SCHEDULE: T services in acc	he Agreement shall commence on the aborcordance with the schedule outlined in Atta	ve written date. Cons achment A.	ultant anticipates to complete its			
sum amount o	ON: . As compensation for services to be perfo of \$36,700 (Thirty-Six Thousand Seven Hun y Consultant on a time and materials basis has) for Task 8 and 10. Compensation for Ta	dred dollars) for Tasks with an estimated bu	s 1-2 as described in Attachment A. dget of \$8,500 (Eight Thousand Five			
	vices. Compensation for performing Addinent to this Agreement.	tional Services will be	pursuant to a mutually agreed			
In Witness Wi further ackno	hereof, the parties hereto have executed the wledges that it has reviewed and accepted	nis Agreement as of th the attached Standar	e date first above written. Owner d Terms and Conditions.			
OWNER:	City of Emmett	CONSULTANT:	Keller Associates, Inc.			
Signature: Signature:						
Name: Name: James Bledsoe						
Title:	Title: Principal					
Address:	501 E. Main Street, Emmett, Idaho 83617	Address:	100 E Bower Street			
		-	Meridian, ID 83642			
Date:		Date:	2/25/2022			
•						

STANDARD TERMS AND CONDITIONS

- 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.
- 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 be 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

CITY OF EMMETT UPPER PRESSURE ZONE 1 STORAGE TANK AND FUTURE BOOSTER STATION SCOPE OF WORK

PROJECT DESCRIPTION

The City of Emmett ("Owner") has contracted with Keller Associates, Inc. ("Consultant") to provide the engineering design of a new water storage tank and future booster station (booster station design as an optional task). These improvements were identified as a recommended improvement in the 2016 Water Master Plan as Alternative No. 3 and 2, respectively. The Consultant's scope of work has been developed based on the following project description. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

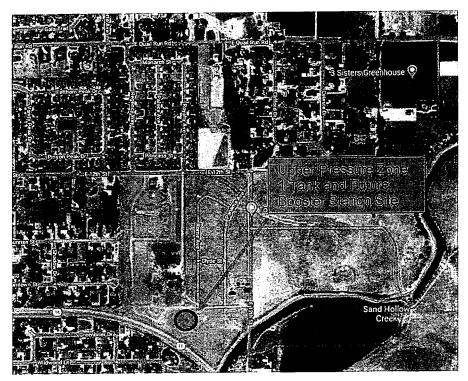
The Consultant shall design a new above ground, welded-steel or bolted-steel, 250,000 to 500,000 gallon water storage tank. This tank will be filled by existing system main pressure zone water pressure, and boosted out of the tank into the Pressure Zone 1 by the previously constructed 12th Street Booster Station. The offsite supply and delivery water mains to and from the water tank have also been previously designed and constructed by others.

The location of the tank will be just south of the Legacy Heights Subdivision on property owned by a church on which the City has an existing permanent easement, located within the Upper Pressure Zone 1. The storage tank will be sized to provide Upper Pressure Zone 1 with fire flows and operation and peaking storage.

The new tank will be filled by an 8-inch water main in the Legacy Heights Subdivision that is connected to a 12-inch watermain in E 12th St (designed and constructed by the Legacy Heights developer). The tank will deliver water to the existing 12th Street Booster Station through a 14-inch/12-inch water main also in the Legacy Heights Subdivision designed and constructed by the developer. Additional design elements will include an onsite overflow pond and piping, a SCADA performance specification and piping and instrumentation drawing (P&ID) drawing, tank level monitoring, intrusion alarms, and onsite yard piping.

It is anticipated that a future booster station will be constructed at this same location that will draw water out of the same tank and pump up to a new Upper Pressure Zone 2 and bench reservoir. Task 10 includes an optional task to include design services for this booster station.

The construction delivery approach for this project will be Design-Bid-Build. The project location is shown in the below snippet, represented by the blue-shaded circle. The project is anticipated to be constructed with local funds and American Rescue Plan Act (ARPA) funds.



Consultant's services are limited to those services outlined in the following scope of work.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities:

- 1.1. <u>General Project Management</u>. Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.
- 1.2. <u>Kickoff Meeting</u>. Participate in a project kickoff meeting. Prepare agenda and meeting notes. The purpose of this meeting will be to establish Owner design criteria, review the overall project schedule including major milestones and meetings, review project constraints and objectives, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.
- 1.3. Request for Information. Prepare initial request for information for data to be used in the design process.

Owner Responsibilities:

• Provide meeting space for project meetings. Provide advertising as needed.

Assumptions:

- Project management budget assumes a project schedule of up to 3 months for task 2.
- Project is being funded by Owner reserve funds and ARPA Funds. There are no special funding reporting and accounting requirements required by the Consultant.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This
 assumption applies to this task as well as subsequent tasks.
- No funding support is anticipated. It can be provided as an additional service.

Deliverables:

- Monthly invoices and project update summaries.
- Kickoff meeting agendas and meeting notes.

Request for information.

TASK 2: PRELIMINARY ENGINEERING REPORT (PER)

Consultant Responsibilities:

- 2.1. <u>Design Criteria</u>. Document design criteria that will serve as basis for design. Tank sizing will be established by using a 1,500 gpm fire demand for two hours plus equalization/operational storage for the upper pressure zone 1 and zone 2 as determined by the City's most current water model.
- 2.2. <u>Topographic Surveying</u>. A topographic survey has been furnished by the Owner/property owner. Consultant can rely on the accuracy and completeness of the survey without independent verification. No additional surveying support will be provided.

2.3. Geotechnical Investigation.

- a. Consultant will utilize the services of a sub-consultant to complete a geotechnical investigation for the proposed tank site.
- b. The sub-consultant will supervise two (2) bores to be completed by the subconsultant's drilling company. Note depth to rock or refusal (if encountered), the depth to groundwater, and classify soil in accordance with ASTM standards.
- c. The sub-consultant will provide recommended pavement section, lateral earth pressures for existing types of soils, including seismic values and site classification, soil profiles, provide recommended back-filling procedures and recommendations for type(s) of foundations that would be suitable, reuse of onsite soils, structural fill specifications, over excavation recommendations, compaction specifications, allowable bearing capacities, estimated settling of tank (provide recommendations to minimize differential settlement of ½" over 50 feet), groundwater depth, required frost protection depth, and infiltration testing (depending on site drainage requirements).
- 2.4. <u>Site Layout</u>. Develop 30% concept design showing site civil layout and tank orientation on selected site. Concept to include general grading concepts and reflect considerations for alternative tank dimensions, above grade/below grade/partial bury, overflow piping location, overflow pond/channel, inlet piping, outlet piping, stormwater disposal, communication strategy for SCADA, and freeze protection.
- 2.5. <u>Tank Alternatives</u>. Evaluate up to two design alternatives with the Owner. Alternative evaluations are anticipated to be limited to the following tank components (it is assumed the Owner prefers a welded or bolted-steel tank for tank type):
 - a. Mixing alternatives mechanical mixing, separate inlet/outlet piping, and Tideflex mixing system
 - b. Roof alternatives
- 2.6. <u>Electrical and Controls</u>. Coordinate with Owner and power utility to identify power constraints and Owner SCADA communication preferences. Prepare one-line diagram for power and a narrative describing the communication strategy and objectives.
- 2.7. Opinion of Probable Cost. Provide an opinion of probable cost for the project.
- 2.8. <u>Workshop Meeting</u>. Meet with Owner to review concepts and alternatives and select preferred alternative for design.
- 2.9. <u>Draft PER</u>. Prepare draft PER. In addition to the minimum regulatory requirements, PER to include concept drawings showing conceptual site layout with yard piping, offsite piping (designed and constructed by others), and tank layout (including future booster station location). Submit to Owner and Idaho Department of Environmental Quality (DEQ) for review.
- 2.10. Final PER. Address Owner and agency comments into final PER.

- Provide input on tank criteria and preferred alternatives and booster station location.
- Obtain or provide information for land parcel for the tank site, easements, and rights-of-way.
- Provide concurrence on the location of the geotechnical investigation; assist in pre-marking locations for test pits / boring. Provide equipment and personnel to dig test pits at the tank site.
- Review and provide one set of consolidated comments on the Draft PER.

Assumptions:

- Land and easement acquisition, negotiations, and legal descriptions are not included.
- Tank location and sizing are based on recommendations in the planning study and will not be reevaluated as part of this scope of work.
- City will be providing permitting support for the tank overflow.
- Water quality monitoring beyond chlorination is not required.
- Chlorine reinjection will not be a part of this project.
- Power is readily available and located adjacent to the site.
- Three-dimensional fluid dynamic modeling for tank mixing is not included in scope of work.
- Only two bore hole(s) to an approximate depth of 50 feet below tank finish floor elevation will be provided at the proposed tank site.
- Pavement sections and curbing will not be needed for access and parking.
- Radio path survey, if required, will be provided by others or completed as an additional service.

Deliverables:

- Geotechnical Report.
- Agenda and meeting notes for Workshop Meeting.
- Draft and Final PER.

TASK 3: FINAL DESIGN

Consultant Responsibilities:

- 3.1. Plan Sheets. Prepare general, site civil, mechanical, electrical, structural, instrumentation and control plan sheets for the site, tank, outfall structure, onsite yard piping, overflow piping, and drain piping. A performance specification along with schematic layout and floor plan will be developed for the tank (approximately three sheets). Instrumentation and control plan sheets will generally include a network layout drawing (if applicable), control panel layout drawings, piping and instrumentation diagrams (P&ID), control panel one-line diagrams, wiring diagrams, input/output schedule, and the instrumentation schedule. Coordinate location of site piping, overflow piping, tank penetrations for tank level monitoring, mixing, access, venting, security cameras, and other appurtenances with the Owner. Prepare 50% and 90% review sets.
- 3.2. Specifications. Provide front end documents that will include standard bidding forms, contract forms, construction forms, and general conditions based on the 2013 edition of EJCDC. Incorporate Owner requirements, supplemental conditions, and special provisions and project constraints. Prepare technical specifications. Technical specifications will be prepared to detail the materials, processes, and the products that are to be used in the construction of the storage tank. Prepare front end documents and table of contents for the 50% review set, and complete draft technical specifications for the 90% review set.
- 3.3. <u>50% Design and Review Workshop Meeting</u>. Submit 50% design review drawings and specifications table of contents to the Owner. Participate in a 50% design review workshop meeting.
- 3.4. <u>90% Design and Review Workshop Meeting</u>. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting.

- 3.5. <u>Agency Submittal</u>. Agency design checklists will be completed and submitted along with the final plans and specifications to Agency for review. Prepare a Building Department review submittal (final permit will be obtained by Contractor).
- 3.6. <u>Final Approval</u>. Upon Owner and Agency review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.
- 3.7. Opinion of Probable Cost. Prepare an opinion of updated opinion of probable cost for the project at 50%, 90% and/or final design.

- Review and provide one set of consolidated comments on the 50% and 90% design deliverables.
- Provide legal and risk reviews of the bid documents.
- Complete building permit submittal and application.
- Pay for any associated permitting fees not assigned to the Contractor.
- Owner's SCADA integrator (ACS) will complete panel and wiring design independent of the Consultant's contract.

Assumptions:

- Project will not include irrigation or landscaping of the site.
- Extensive architectural features and architectural renderings are not included in the tank design.
- Contractor will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), prepare traffic control plans, and secure associated permits.
- Shoring (if required) will be designed by the Contractor.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the
 project design, and/or project support above and beyond that described is considered an additional
 service.
- The following design standards and references are to be followed where relevant during the development of the project:
 - Idaho Standards for Public Works Construction (ISPWC)
 - City of Emmett Supplemental Standards
 - EJCDC for front end contracting and bidding documents (Div 00)
- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site
 design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.

Deliverables:

- 50% design submittal, including one PDF submittal (prepared in 22"x34"; reviewed in 11"x17") and 2 11"x17" paper copies.
- 90% design drawings and specifications, including one PDF submittal (prepared in 22"x34"; reviewed in 11"x17") and 2 11"x17" paper copies.
- 100% stamped design package, including one PDF submittal (prepared in 22"x34"; reviewed in 11"x17") and 211"x17" paper copies.
- Opinion of probable cost.
- Building permit submittal.

TASK 4: SERVICES DURING BIDDING

Consultant Responsibilities:

- 4.1 <u>Advertisement</u>. Provide the Owner with a bid advertisement for the Owner to publish in the local newspaper of record. Assist Owner with posting advertisement to on-line plan room.
- 4.2 Documents. Distribute bidding documents including addenda to bidders.
- 4.3 <u>Pre-Bid.</u> Attend and conduct a pre-bid meeting with Contractors interested in the project. The pre-bid will include a meeting and a site tour to provide a forum for answering Contractor questions.
- 4.4 <u>Addenda</u>. If required, respond to bidder questions and prepare up to three addenda during the bidding process to clarify, correct, or change the issued documents.

- 4.5 Bid Opening. Attend and conduct the bid opening and review Contractor bids with the Owner.
- 4.6 <u>Bid Evaluation</u>. Evaluate the bids received, prepare bid summary, and provide a recommendation for award.

- Make arrangements for and pay for the advertisement of the project.
- · Attend the pre-bid meeting.
- Attend the bid opening meeting.
- Provide legal services if required.
- Award the bid.

Assumptions:

 One bid package and one bidding process to a single Contractor is assumed. If multiple bid packages or rebidding or addressing bid protests is required, these services will be provided as an additional service.

Deliverables:

- Bid advertisement for the Owner's use.
- Three paper copies and one electronic copy in PDF format of the bidding documents including 11"x17" plans will be delivered to the Owner.
- Bid evaluation letter.

TASK 5: CONSTRUCTION PHASE SERVICES

Consultant Responsibilities:

This task includes the engineering services to support the Owner during the construction of the project by one prime Contractor. Consultant's level of effort during construction is often affected by the selected Contractor. The fee estimate, level-of-effort projections, and schedule assumptions represent Consultant's professional judgement. As activities progress, it may become apparent some modifications to this scope are necessary due to changes in the Contractor's schedule and work. Consultant will advise the Owner of such issues and any fee and/or schedule impact prior to implementing revised activities. This task will include the following:

- 5.1. Construction Contract Administration. Consult with Owner and act as Owner's representative.
- 5.2. <u>Contract Documents</u>. Incorporate addenda and prepare construction documents for distribution to Owner and Contractor.
- 5.3. Pre-Construction Meeting. A pre-construction conference will be chaired by the Consultant and attended and conducted by the Owner, the Contractor, major suppliers, and subcontractors. The purpose of this meeting will be to establish lines of communication as well as procedures and timelines for the job. Consultant will prepare meeting agenda and meeting notes to be distributed to attendees.
- 5.4. <u>Construction Meetings</u>. Conduct onsite construction progress meetings every two weeks (during periods of active construction) with Owner and Contractor representatives and distribute meeting agenda and subsequent meeting notes with action items to attendees. Meetings to be held during periods of active construction.
- 5.5. <u>Contractor Schedule</u>. Review Contractor's proposed construction time schedule and critical path sequencing.
- 5.6. <u>Submittals</u>. Review Contractor's submittals for general conformance to the specified materials and methods noted in the design plans and specifications. Reviews will not specify Contractor techniques, sequencing, procedures, means or methods of construction or to safety precautions.

- 5.7. <u>Test Results</u>. Receive and review test results provided by the Contractor and/or Owner. These test results are anticipated to include: soil, rebar, concrete, asphalt, and water quality test reports. These tests will be used to assess if results conform with the plans and specifications. The review of the test results will not be considered as an independent evaluation of the procedures used during testing.
- **5.8.** Requests for Information (RFIs). Respond to RFIs from Contractor or Owner and provide clarification of Contract Documents.
- 5.9. Pay Requests. Review and recommend to Owner the Contractor pay requests.
- 5.10. Change Orders. Review change order and work directive requests.
- 5.11. Field Orders. Prepare and issue field orders requiring minor changes in the work.
- **5.12.** Startup Support. Provide startup assistance. Startup is assumed to be one day of support from the Consultant.
- 5.13. <u>Substantial and Final Completion Inspections</u>. Hold a Substantial Completion inspection with Owner Staff for the purpose of issuing a Notice of Substantial Completion to the Contractor. This Substantial Completion inspection will include the development of a "punch-list" for the Owner to use as the Contractor's final work to be completed. A final walkthrough will be held at the site to check that punch list items have been completed.

- Review and process Contractor pay requests, change orders and other construction related documents.
- · Attend construction meetings.
- SCADA programming and integration (anticipated to be by ACS)

Assumptions:

- Work will be performed by one General Contractor.
- Material testing services such as soil compaction, concrete, asphalt, steel, pipe pressure, and bacteria
 will be provided by the Contactor. Contractor shall also be responsible for specialty inspection services
 as outlined in the contract documents.
- Budget assumes 8 months of construction.
- Budget assumes up to 50 submittals reviews, 25 resubmittal reviews, 50 RFIs, 10 field orders, and 5 change orders. Consultant will notify the Owner that the Consultant is commencing an additional service when any of these limitations have been reached.

Deliverables:

- Two paper copies and one electronic copy in PDF format of the bidding documents including 11"x17" plans and will be delivered to Owner.
- One paper copy and one electronic copy of the Contract documents and will be delivered to Contractor.
- Pre-construction meeting agenda and meeting notes.
- Submittal reviews.
- Substantial and final completion checklists.

TASK 6: TASK 6: CONSTRUCTION OBSERVATION SERVICES:

Consultant Responsibilities:

6.1. Construction Observation Services. Consultant will provide intermittent construction observation to observe onsite construction activities. Such visits and observation are not intended to be an exhaustive or continuous check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Based on these observations, the Consultant shall keep the Owner informed about the progress of the work and shall endeavor to guard the Owner against known defects and deficiencies observed in the work. Construction observation services are intended to be supplemental to the similar observations that will be completed by the Owner on a day-to-day basis. In completing these services, it is recognized that the Contractor is solely responsible for furnishing and performing the work in accordance with the contract documents. The level of involvement during construction can be adjusted as requested by the Owner and will be managed by Consultant to remain within the budgeted amount. Owner will be notified if budgeted amount is being exhausted more quickly than expected.

Owner Responsibilities:

Provide day-to-day construction observation. Alert Consultant of any concerns observed.

Assumptions:

The budget assumes the construction schedule will be limited to 8 months with an average of two site
visits per week and approximately three hours per site visit including travel to and from the site is being
assumed for budgeting purposes. Consultant will be entitled to additional compensation if the schedule
is lengthened.

Deliverables:

Copies of inspection logs or photos, upon request of Owner.

TASK 7: PROJECT CLOSEOUT

Consultant Responsibilities:

- 7.1. O&M Manual. Consultant will receive from the Contractor an operation and maintenance manual (O&M) that includes all major equipment. Consultant to provide brief supplement outlining the purpose, design criteria, operations/controls (including normal operations, theory of operation, tank isolation, and draining), and a summary of recommended preventative maintenance activities.
- 7.2. Record Drawings. The Record Drawings will be provided using the Contractor maintained set of "Red-line" drawings and will show locations of installed components of the Project as identified by the Contractor. These Record Drawings will show significant changes made during construction. Contractor drawings will be reviewed, noted and submitted to Owner as part of the O&M Manual.

Owner Responsibilities:

- Provide information for O&M manual as requested by Consultant.
- Provide comments on draft O&M manual provided.

Assumptions:

- The Contractor will prepare operation and maintenance manual information and submit it to the Consultant.
- Because Record Drawings are based on unverified information provided by other parties, the Consultant does not warrant their accuracy.

Deliverables:

 Two 11"x17" paper copy and one electronic copy in PDF format of construction plans marked "Record Drawings".

- Two paper copies and one electronic copy in PDF format of the Operations and Maintenance Manual provided to the Owner.
- Provide one copy of the operations and maintenance manual to Agency for review.

TASK 8: PERMITTING

Consultant will coordinate with Contractor to prepare a single building permit application. The City will waive all fees for the building permit.

Owner Responsibilities:

- Provide legal review as needed.
- Pay for any and all associated permitting costs.
- Permitting and coordination effort for the overflow water discharge permit (into local drain).
- Obtain cross access and pipeline easement for corridor from tank site to Empire Street.

Assumptions:

- A no-cost building permit will be issued by the City.
- No other land use approvals are required including a special use permit.

Deliverables:

Building permit application packet.

TASK 9: BOOSTER STATION (Future Task):

It is contemplated that the PER and design services for the booster station will be completed at a future time separately from the tank portion of the project. The Upper Zone 2 booster station will house pumps that will draw from the new storage tank and boost water into the Upper Pressure Zone 2. The booster station is anticipated to include two duty pumps with space for a third pump in the future. The design pumping rate will be confirmed during the preliminary design phase but is expected to be less than 500 gpm. It is assumed that the booster station will be a skid-mounted, packaged pump station and building similar to the 12th Street booster station (but with only two pumps. The station is anticipated to include motor controls, on-site backup power (within 7-ft of building), SCADA integration (by City integrator), and other project elements.

Consultant's services for the booster station are as outlined in previous Tasks with the following clarifying assumptions.

- Task 2: PER
 - 2.3 Geotechnical Investigations: One additional borehole will be completed to a depth up to 7
 feet at the proposed booster station site
 - 2.9 Draft PER: A separate PER will be developed for the booster station element and yard piping that will also include a floor plan and building elevation sheets in the drawing package.
- Task 3: Final Design
 - o 3.1 Plan Sheets: It is assumed the booster station design drawings will be packaged in a separate bid package and bid schedule developed separately from the tank.
- Task 5: Construction Phase Services
 - o 5.12 Startup Support: One additional day of startup support is assumed.
 - Assumptions: An additional 25 submittals reviews, 12 resubmittal reviews, 25 RFIs, 5 field orders, and 5 change orders is assumed.
- Task 6: Construction Observation Services
 - Assumptions: The construction window for the booster station will be determined at a future time.

TASK 10: MANAGEMENT RESERVE (ADDITIONAL SERVICES):

From time to time the Owner may have additional tasks related to the project or additional tasks may be encountered that are not identified in this scope of work. For these instances, a time and material budget is established in order for Consultant to complete the additional services. A Management Reserve in the amount of \$7,500 is incorporated into this agreement to allow Owner Staff (Public Works Director and Water Superintendent) to authorize Additional Services if needed. The scope, schedule and budget for such items will be agreed upon in writing through a task order prior to incorporation into the work.

ADDITIONAL SERVICES (not included in scope of work)

- Special use permits, environmental services, or additional permitting beyond those described in the scope of work
- Power utility rebate support
- Public outreach/meetings or stakeholder outreach support
- Field investigations, including subsurface investigations, to check available record drawings
- Construction phase surveying (quantities, staking, record)
- Funding administration support
- Project site tours
- Easements and right-of-way acquisition support
- Multiple design alternatives (i.e alternative tank or booster station footprints or construction materials) for bidding purposes
- Surge analysis
- Completion of the warranty walkthrough 11-months after the issuance of Substantial Completion to the Contractor

SCHEDULE

Consultant anticipates the following project schedule (not including the booster station design outlined in Task 9). The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary:

Task	Schedule	Comments
Task 2 – Preliminary Engineering Report Submittal	90 days	Preliminary Engineering Report will be submitted to Owner and Agency within 90 days from receiving Notice to Proceed from Owner.
Task 3 – 50% Design Complete	60 days	50% Design Plans will be completed within 60 days after receiving PER approval from DEQ.
Task 3 – 90% Design Complete	60 days	90% Design Plans will be completed within 60 days after receiving Owner comments from the 50% review design meeting.
Task 3 – 100% Design Submission to Agency	30 days	100% Design Plans and Specifications will be completed and submitted to Agency within 30 days after receiving Owner comments from the 90% review design meeting.

COMPENSATION

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from

the Owner. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated annually in January. Lump sum amounts shall include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

Task	Туре	Amount
Task 1 – Project Management	LS	\$4,600
Task 2 – Preliminary Engineering Report	LS	\$32,100
Task 3 – Final Design	LS	TBD
Task 4 – Services During Bidding	LS	TBD
Task 5 — Construction Phase Services	LS	TBD
Task 6 – Construction Observation Services	T&M	TBD
Task 7 — Project Closeout	LS	TBD
Task 8 – Permitting	T&M	\$1,300
Task 9 – Booster Station (Future Task)	LS	TBD
SUBTOTAL COST		\$38,000
Task 10 –Management Reserve (Additional Services)	T&M	\$7,500

LS = Lump Sum T&M = Time and Materials



CITY OF EMMETT PLANNING & ZONING DEPARTMENT

STAFF RECOMMENDATION

DESCRIPTION: SAW MILL SUBDIVISION#2, A RE-PLAT OF LOT 2, BLOCK 1 OF SAWMILL

SUBDIVISION

FILE NUMBER: MIN-22-001

CITY COUNCIL REVIEW DATE: MARCH 22, 2022

PROPERTY OWNER: MOUNTAIN WEST IRA INC. FOR JOHN WYMAN

13905 W. WAINWRIGHT DR.

BOISE, ID 83713

APPLICANT: JOHN WYMAN

208 N. JOHNS

EMMETT, ID 83617

SITE LOCATION: 522 S. MILL ROAD, RPE87900010020

STAFF PLANNER: BRIAN SULLIVAN

1. APPLICATION SUMMARY & OVERVIEW

The applicant, John Wyman, filed a minor subdivision application (combining the preliminary and final plat) to create 4 lots from lot 2 of Saw Mill Minor Subdivision. The total acreage of lot 2 is 1.21 acres. Lot 1 is .28 acres, or 12,196 sf., lot 2 is .27 acres or 11,761sq. ft., lot 3 is .35 acres or 15,245 sf., and lot 4 is .30 acres or 13,068 sf. The minimum lot size in the R-3, multi-family residential zone is 8,000 sf. for the first 2 units, plus 800 sf. for each additional unit.

ECC 10-2-4, Sub-section "M" notes that a minor subdivision with no new roads or infrastructure with no more than four (4) building lots may obtain preliminary approval from the administrator. Final approval must be obtained from the City Council. No public hearing is required for Final Plat applications and no notice was given (other than posting the meeting agenda).

Staff Recommendation: Staff finds that all procedural requirements of the Subdivision Ordinance have been met, including payment of the fees associated with the application. Staff recommends approval of the Saw Mill Subdivision #2- Minor Subdivision

application.

2. APPLICATION & PROPERTY FACTS

A. Site Address/Location:

The subject property is located at 522 S. Mill Road, Emmett, ID. The property is located in Township 06N, Range 01W, Section 7, Boise Meridian, Gem County Idaho.

B. Current Owner(s):

Mountain West IRA Inc. for John Wyman

13905 W. Wainwright Dr.

Boise, ID 83713

C. Applicant(s): John Wyman

D. Representative: Same

E. Present Zoning: R-3, Multi-Family Residential

F. Present Comprehensive Plan Designation: Area of City Impact

3. APPLICATION PROCESS FACTS

A. Relevant Ordinances and Required Actions:

The subject application will in fact constitute a Combined Plat/Minor Subdivision application, as determined by Emmett City Code. The City Council must review and decide to either grant, grant with conditions, or deny the request.

4. LAND USE

A. Existing Land Use(s): Lot 1 of Sawmill subdivision has an existing garage, and lot 2 is vacant land.

- B. Description of Character of Surrounding Area: The immediate vicinity has single-family residential homes and duplexes.
- C. Adjacent Comprehensive Plan, Zoning and Land Use:

	COMP PLAN DESIGNATION	ZONING DESIGNATION	LAND USE
North of site	Area of City Impact	A-2 Rural Transitional Ag. – County R-2, Duplex-City	Bare land 3 Duplex's
South of site	Area of City Impact	A-2 Rural Transitional Ag- County	Single-Family Resident
East of site	Area of City Impact	R-3 Multi-Family Residential	Single-Family residential and vacant land
West of site	Area of City Impact	R-1 Single-Family Residential	Twin Buttes Subdivision

D. Existing Site Characteristics:

The property is vacant land with shop on lot 1 of Sawtooth Sub.

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

- 1. The Final Plat stamped 1/25/2022 by Jeremiah B. Fielding with Eagle Land Surveying, LLC. is approved with the following changes:
 - a. Applicant shall comply with all Final Plat review comments of the County Surveyor (if any) regarding the technical elements of the Final Plat drawing.
 - b. Review fees from the County Surveyor will need to be paid prior to signing the Mylar.

Revise the final plat (if needed) per the above comment and submit two (2) paper copies and one (1) digital copy to the Emmett P&Z Department for final review <u>before</u> preparing the Mylar copy for final signature.

- 2. Approval period: Final plat shall be filed with the county recorder within one year after written approval by the city, otherwise such approval shall become null and void unless prior to said expiration date an extension of time is applied for by the sub-divider and granted by the city council.
- 3. The applicant shall comply with all plat recording procedures outlined in ECC 10-2-4.K
- 4. Within ten (10) days of recording the final plat, the applicant shall prepare new deeds and legal descriptions for lots 1 and 2 and record said documents with the Gem County Recorder's Office. Copies of the recorded deeds and legal descriptions are to be provided to the Zoning Department.

VICINTY MAP SOME: 1'=500'

SAW MILL SUBDIVISION No. 2
RE-PLAT OF LOT 2, BLOCK 1, SAW MILL SUB. MIN #20-001
LOCATED IN THE SW 1/4 OF SECTION 7, T. 6 N., R. I W., B.M.,
GEM COUNTY, CITY OF EMMETT, IDAHO 2022

6. ANY FITINE STRUCTHES ERECTED WITHN THE SURDINGEN SHOWN HEREDS SAUL RETURN OFFICE AND PRECATION SECURINGS. AND SHULL MEET ALL RECURED CITY OF DAMETT BURDING SETSACKS. I, JANNAN BILLING SETHICKS SHILL BE IN ACCORDINGE WITH THE APPLICATE ZOWING AND SUBMINISCH RECULATIONS AT THE TIME OF ISSUMING ON AS SPECIALLY APPRICATE AND/OF PROMES, OF AS SPECIALLY APPRICATE AND/OF PROMES, OF THE ALL. AS THE PARTEL LES MITHI ZONE O PER MAP NO. 16012702704, EFFETTRE FOUNT OF HEITOPHEADER, DONE OF MY AND LINGERTHANKED, BUT POSSERIE, FLOOD HAZARD. 4. THERE IS A 10 FOOT WISE PUBLIC UTLITY, IRRICATION AND CRAINING. EXISTENT FALL SCHIEDED ON ALL LOT LINES WITHIN THIS SUBGRISSION.



ROYSON DATE 1-23-22
PLAT
OF
SAM MILL SUBDIVISION NO. 2
SEC. 7, T. 6 N., R. 1 F., B.M.

LAND SURVEYOR:
UREACH FILDING
EAGLE LAND SURVEYING, LLC.
106 W. MAIN ST. UNIT D
MODLETON, D. 83644
208-861-7313

CURRENT ZONNO: R-3
PARENT ZONNO: R-3
PARENT STEPACO 10020
CARACE: ZETACK
CARACE: ZETACK
CARACE: ZETACK
REM YARE: IO'
REM YARE: IO'
STEE SINCE: SEE
LOT SZEE MAI: 8,000 SF
LOT AREA SSS SF/12AC
SITE ADDRESS: SZZ S, MILL RO

| NOSX # 614-7-3-00-000 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-164 | 19-1

EAGLE LAND SURVEYING, LLC.
108 R. MAN ST. UNT & MORTON, D 83644
(709) 681-7313, PATEZZOSPANOROW

OWNER:
MOUNTAIN WEST IRA, INC.
STE 150
BOISE, IDAHO 83704

DAHO LICENSE NO. 12220

JEREMUH B. FIELDING, P.L.S.

Boundary Line
Saction Line
Saction Line
Property Line
Property Line
Telephone Line
Overhead Power Line
Cas Line

Edge of Povemen Contour Line Fiber Optic Line

SURVEYOR'S CERTIFICATE

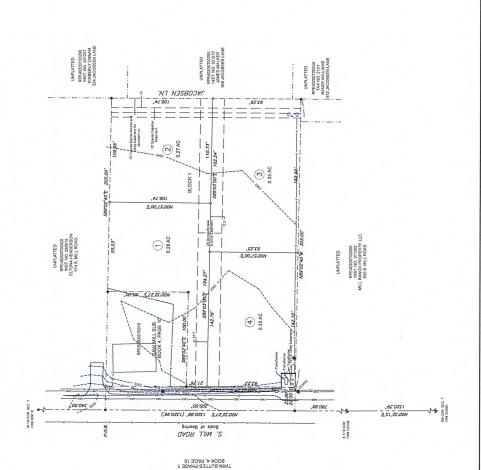
**L-REMA B RELANG, DESERT SERVE MIN I MA.

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**REMA MO SUMPRO, MA.

**REMA M



Set 1/2" rebar with plastic cap labeled PLS 12220"

Found Brass Cap Colculated Point

1111

Point of Beginning Telephone Monhole

Telephone Riser

Θ

Power Pole

Record Distance

() P.O.B. (7)

Lot Number

Found 1/2" rebor

Found 5/8" rebor

LEGEND



CITY OF EMMETT

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

Building & Zoning Department

Brian Sullivan: bsullivan@cityofemmett.org Alishia Elliott aelliott@cityofemmett.org Ph: (208) 365-9569

Fax: (208) 365-4651

March 15, 2022

RE: Saw Mill Minor Subdivision # 2, MIN 22-001

Mayor and City Council,

Staff has reviewed the referenced subdivision plat, Saw Mill Subdivision #2, a re-plat of lot 2, Block 1 of Sawmill Subdivision, and recommends approval of the final plat with site specific conditions from the staff report being part of the approval.

Proposed Motion:

I would like to make a motion to approve Saw Mill Minor Subdivision #2, MIN 22-001, with the following conditions.

- 1. Comply with all Final Plat review comments.
- 2. All review fees from County Surveyor being paid prior to signing the Mylar.
- 3. Submit two (2) paper copies and 1 digital copy of the final plat to the Zoning department for review prior to printing the Mylar.
- 4. Final plat must be recorded within 1 year of written approval unless an extension is requested and granted by the City.
- 5. The applicant is to follow all recording requirements as outlined in ECC 10-2-4K.
- 6. Within ten (10) days of recording the final plat, new deeds and legal descriptions for lots 1-4 shall be prepared and recorded in Gem County Recorder's Office.

OR

I make a motion to deny the final plat of Saw Mill Subdivision # 2 for the following reason:

Sincerely.

Brian Sullivan

Building / Zoning Administrator

City's Strategic Pillars 3/22/2022

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

Building/Zoning Department Goal

- Educate staff to obtain intimate knowledge of building and zoning codes. 45%
- Update outdated city ordinances, implement new ordinance----70% zoning and building only.
- Obtain accessibility inspector certification----40%
- Comprehensive Plan overhaul and revision----- 25%
- Digitalize and organize all building and zoning files and plans----16%

Accomplishments since last report

- 1. Permits, February: New house = 10, Foundation Only =, Commercial =, Duplex = 2, Tri-plex = 1, Apartment = 3- Hangars = Manufactured Home =, Fees Collected: \$32,071.37
- 2. Reviewing house plans and zoning applications
- 3. Started preliminary work on updating our zoning map
- 4. Continued work with Logan Simpson for the comprehensive plan
- 5. Drafted Area of City Impact map for proposed new boundaries, met with County Zoning Staff and County Commissioners to discuss proposed boundary change
- 6. Completed review of Rise Inc. Tenant Improvement

Plan for next 30 days

- 7. Daily operations, plan reviews, contractor talks, developer talks, etc.
- 8. Updates to Title 7, water and sewer, city code.
- 9. Prepare a workshop for zoning commission members
- 10. Complete BAS (Boundary and Annexation Survey) report to Census Bureau
- 11. Staff to attend the Business expo with a Comp. Plan Booth
- 12. Addressing of subdivisions
- 13. Review plans for remodel of Rise facility on S. Johns
- 14. Review plans for remodel and addition of Sawtooth Land Surveying building
- 15. Start Preliminary Budget
- 16. Zoning Applications:
- Review Sawmill Sub, replat of lot 2 into 4 lots Council meeting 3-22-22
- Construction Drawings for Gem Valley Townhomes Review
- Construction Drawings for Payette River Estates Sub. Review

Training (see attached)

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

City's Strategic Pillars 03/22/22

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

Clerk's Goals this Budget Year

- Increase ACH (Direct Pay) 10% from prior year
- Update All Application Forms/ On-line Access /Submission On-line
- Digitalize Resolutions and Legal Documents
- ADA Compliance Updates to City Hall modify walk up payment window-customer friendly

Expenditures requiring authorization / purpose of expenditure - none

Training

Accomplishments since last report

- February Transactions in 19 work days
 - o ACH (Direct Pay) customers **572** 17% of total accounts
 - Over the counter Water/Sewer payments (checks/cash) 1855
 - On-Line Credit Card Payments 606
 - Over the counter credit card payments 66
 - Disconnection late letters mailed 307
 - Water disconnections due to non-payment 70
 - New Water/Sewer Accounts opened 18
 - Cemetery Lots Sold/Deeds Issued 21
 - o Bartender/ Alcohol Permits 4
 - o Dog License -30
 - Business Registration Certificate 7
 - Other Permits/License 1
 - Accounts Payable Claims processed 131
 - Onboard new employees 2
 - Employee terminations 1
 - o Payroll processed- 142 transactions
- Updated financials February
- February Bank Reconciliation on 6 bank accounts
- iii-A Annual Report presented by Susan Lasuen
- Budget meeting with all Directors #1

- Attend ICCTFOA District III Meeting March 25, 2022
- Audit Report by Zwygart & Associates presentation scheduled for April
- Budget meeting with Directors #2
- Scan Minute Book updates to archives file
- Update Ordinance and Resolution Logs
- Records retention and destruction
- Review and update ICRMP Asset List for insurance coverage
- Get bids to update/modify walk up customer window for easier customer access
- Shampoo Carpet and Chairs in Council Room
- Landscaping with rock around City Hall building before lawn mowing begins

City of Emmett, Idaho
Monthly Financial Report
February 2022

GENERAL FUND Cash Investments STREET FUND Cash Investments LIBRARY FUND Cash Investments Designated Funds CEMETERY FUND Cash Investments PERPETUAL CARE FUND CASH INVESTMENTS WATER FUND Cash Investments SEWER FUND Cash Cash Cash Cash Cash Cash Cash Cash	\$ \$ \$ \$ \$ \$	287,409 321,101 75,277 126,181 67,848 21,897 125,728 21,670 74,414
Investments STREET FUND Cash Investments LIBRARY FUND Cash Investments Designated Funds CEMETERY FUND Cash Investments PERPETUAL CARE FUND CASH INVESTMENTS WATER FUND Cash Investments SEWER FUND	\$ \$ \$ \$ \$ \$ \$	75,277 126,181 67,848 21,897 125,728 21,670 74,414
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Cash Investments LIBRARY FUND Cash Investments Designated Funds CEMETERY FUND Cash Investments PERPETUAL CARE FUND CASH INVESTMENTS WATER FUND Cash Investments SEWER FUND	\$ \$ \$ \$ \$ \$	75,277 126,181 67,848 21,897 125,728 21,670 74,414
Investments LIBRARY FUND Cash Investments Designated Funds CEMETERY FUND Cash Investments PERPETUAL CARE FUND CASH INVESTMENTS WATER FUND Cash Investments SEWER FUND	\$ \$ \$ \$ \$ \$	75,277 126,181 67,848 21,897 125,728 21,670 74,414
LIBRARY FUND Cash Investments Designated Funds CEMETERY FUND Cash Investments PERPETUAL CARE FUND CASH INVESTMENTS WATER FUND Cash Investments Bond Reserve	\$ \$ \$ \$ \$ \$ \$	75,277 126,181 67,848 21,897 125,728 21,670 74,414
Cash Investments Designated Funds CEMETERY FUND Cash Investments PERPETUAL CARE FUND CASH INVESTMENTS WATER FUND Cash Investments Bond Reserve	\$ \$ \$ \$ \$ \$ \$	21,897 125,728 21,670 74,414
Investments Designated Funds CEMETERY FUND Cash Investments PERPETUAL CARE FUND CASH INVESTMENTS WATER FUND Cash Investments Bond Reserve	\$ \$ \$ \$ \$ \$ \$	21,897 125,728 21,670 74,414
Designated Funds CEMETERY FUND Cash Investments PERPETUAL CARE FUND CASH INVESTMENTS WATER FUND Cash Investments Bond Reserve	\$ \$ \$ \$ \$	21,897 125,728 21,670 74,414
CEMETERY FUND Cash Investments PERPETUAL CARE FUND CASH INVESTMENTS WATER FUND Cash Investments Bond Reserve SEWER FUND	\$ \$ \$	21,897 125,728 21,670 74,414
Cash Investments PERPETUAL CARE FUND CASH INVESTMENTS WATER FUND Cash Investments Bond Reserve SEWER FUND	\$ \$ \$	125,728 21,670 74,414
Investments PERPETUAL CARE FUND CASH INVESTMENTS WATER FUND Cash Investments Bond Reserve SEWER FUND	\$ \$ \$	125,728 21,670 74,414
PERPETUAL CARE FUND CASH INVESTMENTS WATER FUND Cash Investments Bond Reserve SEWER FUND	\$ \$	21,670 74,414
CASH INVESTMENTS WATER FUND Cash Investments Bond Reserve SEWER FUND	\$	74,414
WATER FUND Cash Investments Bond Reserve	\$	74,414
WATER FUND Cash Investments Bond Reserve	\$	
Cash Investments Bond Reserve SEWER FUND		
Investments Bond Reserve SEWER FUND		
Bond Reserve SEWER FUND	\$	508,066
SEWER FUND		3.712M
	\$	174,183
Cash		
	\$	187,949
Investments	\$	4.779M
Bond Reserve	\$	319,338
SANITATION FUND		
Cash	\$	773
Investments	\$	119,791
TECHNOLOGY FUND		
Cash	\$	150,525
GOV'T FUND PROJECTS		

BUDGET VS. ACTUAL YEAR	TO DATE			
50501 , 101,10,0,11 1 1 1 1 1 1				
GENERAL FUND REVENUES AND EXPENDITURES				
Fiscal Year 2021-22 Budget \$2,884,683				
Revenues to Date	\$ 1,798,108	62%		
Expenditures to Date	\$ 1,228,253	43%		
Road & Street Fund Revenues and Expendit	URES	<u> </u>		
Fiscal Year 2020-22 Budget \$ 634,361				
Revenues to Date	\$ 361,172	57%		
Expenditures to Date	\$ 166,657	26%		
LIBRARY FUND REVENUES AND EXPENDITURES				
Fiscal Year 2020-22 Budget \$ 260,612	ć 1C1 007	62%		
Revenues to Date	\$ 161,897 \$ 102,726	39%		
Expenditures to Date	\$ 102,720	55/0		
CEMETERY FUND REVENUES AND EXPENDITURES				
Fiscal Year 2020-22 Budget \$ 124,241				
Revenues to Date	\$ 65,543	531%		
Expenditures to Date	\$ 50,923	41%		
Experiarea to Date	Ψ 50,525			
WATER FUND REVENUES AND EXPENDITURES				
Fiscal Year 2020-22 Budget \$1,825,300				
Revenues to Date	\$ 761,561	42%		
Expenditures to Date	\$ 554,074	30%		
SEWER FUND REVENUES AND EXPENDITURES				
Fiscal Year 2020-22 Budget \$2,161,800				
Revenues to Date	\$ 1,025,678	47%		
Expenditures to Date	\$ 629,261	29%		
SANITATION FUND REVENUES AND EXPENDITURES				
Fiscal Year 2020-22 Budget \$ 659,200	d 201.152	450/		
Revenues to Date	\$ 301,163	46%		
Expenditures to Date	\$ 299,944	46%		
TECHNOLOGY UTILITY FUND REVENUES AND EXPEN	NDITURES			
Fiscal Year 2020-22 Budget \$ 26,000				
Revenues to Date	\$ 102,587	395%		
Expenditures to Date	\$ 17,167	66%		

1	FIC REVENUE TAX COLLECTIONS	S COLLE	CTIONS AT A G	LANCE
Budget		\$1,972,625		
	Revenues to Date		\$ 1,219,569	62%
STATE SHA	ARED REVENUE COLLECTI	ONS		
Budget		\$ 683,570		
	Revenues to Date		\$ 419,948	61%
BUILDING	PERMIT REVENUES COLL	ECTIONS		
Budget		\$ 125,000		
	Revenues to Date		\$ 69,149	55%

City's Strategic Pillars

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

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

- Work to provide a training area to include a burn building where class A materials can be burnt and provide a constant, realistic and rigorous training program (50% of completion)
- Provide all equipment necessary to allow for daily mission execution while meeting operational goals. (70% of completion)
- Implement a community based risk program that educates so that in each iteration high standards will be enforced, thus making our community safer. (50% of completion)
- Provide a positive work environment thus keeping well-trained and motivated firefighters for at least five year tours. (78% of completion)

Expenditures requiring authorization from higher and purpose of expenditure

No less than Top Ten Accomplishments since last

- Inspected 1st Baptist church, Carberry, Calvary School, Cowboy Chop House, Gem County Motor Sports, Gem County Recreation District, High Rock Law, Peoples Financial
- Assisted Carberry with questions regarding blocking an exit
- Working with Hughs Fire to have E1 seat fixed
- Assisted a local company with access questions
- Assisted Middle School with a rehanging a Knox box
- Changed out smoked detector batteries and lights for 2 residents, Installed 3 smoke detectors
- Helped mitigate an oil spill
- Responded to questions regarding access being blocked by construction
- Responded to 5 requests for car seats requests, 1 installed
- Responded to business regarding to fire flows
- Walked through proposed new brewery and communicated back
- Answered question regarding changes to WASCO
- Received plans for two TI's
- Assisted a resident to a car and helped her to the hospital
- Met with department heads to discuss Mill Annexation
- · Answered recycling questions regarding hazardous waste and collection sites and times
- Attended a Idaho Fire Chief Board meeting
- Participated in a Career Day at Emmett High School

Plan for next 30 days

- Get AFG Grant submitted
- Insulate Hazmat trailer
- Inspect all Assisted Livings
- Finish leak testing SBCA bottles
- Set-up kids presentation
- Career day EHS
- Look in to financial feasibility of compensation for long call outs

Training (See Attached)

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

Emp, Title	Training/Hours	Date	Location	Cost/Certificate
DC, Captain, 2FF	Elevator Class	2/5/22	Weiser	\$0
			111	
# Emp. Trained	Total Training Hours			Total Cost
		1 Pr		

City's Strategic Pillars

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

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

- Retain 100% of Staff for no less than 5 years.
- Proactively make residences and businesses along 1/5 of the main arterials in the city at least 80% ordinance compliant
 each year, in addition to reacting to citizen complaints; new arterials will be targeted each year (2020 4th Street). (20%)
- Update our reserve program with the newest policies and procedures directed by Idaho P.O.S.T. and double the number of
 officers. (as of 1-10-22 hiring focus is on filling full time openings)
- Updating (99% complete) and implementing (36% completed) a complete standardized protocols and policies manual
 utilizing current industry practices. This is a partnership with Lexipol that has been recognized in risk management for law
 enforcement.

Expenditures requiring authorization from higher and purpose of expenditure Training Last 30 days

See attached

- Officer Hall began POST on the 10th of January. Will be completing POST April 15th.
- Hall and Roehr are setting guidelines for how long they have to give before citations are issued with certain ordinances.
 This has been forwarded to the prosecutor for his review. Prosecutor has approved and guidelines have been shared with patrol.
- Will be meeting with a representative from the High School to go over newer lockdown procedures. SRO and Rep. from high school will be meeting before they do there first lock down drill of the school year.
- IT has completed installment of e-citation and waiting for training in April before putting it in action.
- Hayden Wright has started phase I and will be sworn in during the 2nd council meeting in March.
- Officer Harris has completed and passed all requirements and will start March 14.
- Rifle upgrades have been completed. Paper work being sent to ATF. Waiting on Paper work for last 2.
- Researching yearlong grant that could fund a traffic officer through ITD.
- Officer Parker and Officer Leatherman have been assigned the duties of recruitment.
- Step program wadges and starting wadges for an officer have been increased.
- Working with public works on getting speed limit signs up in Harvest Valley Subdivision. Speed limit signs have been installed.
- City Mechanic fixed mobile speed trailer and it has been used in Harvest Valley Subdivision.
- Will be meeting with Clint this week to discuss getting wall put back up in PD.
- Met with fire, public works and building and built a plan on meeting with john wood to discuss Stony's.
- Working on getting speed limit changed on Lincoln and Boise Ave.

- Implementation of new lockdown procedure.
- Researching yearlong grant that could fund a traffic officer through ITD.
- Will be putting on collection of fingerprint training for all patrol and deputies.
- Police Department join social media platform.
- Get officers trained in ABLE (Active Bystandership for Law Enforcement project).
- Installment of e-citation.
- Look into obtaining grants for the purchase of digital speed limit signs.
- Working on improving Alert sense with dispatch and process for reporting of missing children. Need to meet with Sherriff
 Wonder to set guidelines.
- Remodel will be done by the assistance of public works. Get estimates for replacement of wall, replacement of carpet and repaint PD. Have a sketch of remodel and will be getting it to public works.
- Working with public works and county roads on getting the speed limit to be 25 on 12th street to the east of Washington.



EMMETT POLICE DEPARTMENT

February Patrol Statistics

	TOTAL
Felony Arrests - Male	0
Felony Arrests - Female	2
Misd. Arrests - Male	18
Misd. Arrests - Female	2
Traffic Stops	72
Infraction Cite	13
Dispatched Calls	271
Officer Initiated	78
Reports	74
Dogs Taken to Pound	2
Ordinance Calls	5

Community Involvement

Gave an escort from the high school to Old Freeze Out for the High School Cheerleaders who made it to state.

Participated in Carberry Family Night/NASA Night.

Participated by having a booth at Emmett High School's Career Day.

Nature	Reported
Suspicious	22:01:58 02/28/22
Agency Assist	20:33:36 02/28/22
Traffic Stop	20:33:03 02/28/22
Agency Assist	19:23:41 02/28/22
Civil Compl	14:37:31 02/28/22
Found Property	14:20:56 02/28/22
Funeral Escort	11:47:06 02/28/22
Disturb Peace	10:42:10 02/28/22
Welfare Check	09:05:46 02/28/22
Harassment	08:40:23 02/28/22
Runaway	08:07:15 02/28/22
Suspicious	21:53:23 02/27/22
Animal Cmplnt	17:22:22 02/27/22
Accident PD	16:53:58 02/27/22
Domestic	16:01:04 02/27/22
Agency Assist	14:43:19 02/27/22
Suspicious	13:39:47 02/27/22
Civil Compl	12:31:55 02/27/22
Public Assist	11:54:50 02/27/22
Public Assist	10:17:16 02/27/22
Alarm Fire	06:04:42 02/27/22
Disturb Peace	00:31:22 02/27/22
Stray Dog	00:10:51 02/27/22
DUI	23:02:02 02/26/22
Traffic Stop	22:07:52 02/26/22
Suspicious	21:30:50 02/26/22
Traffic Stop	21:09:04 02/26/22
Traffic Stop	20:59:57 02/26/22
Parking Problem	17:24:31 02/26/22
Traffic Compl	12:09:00 02/26/22
Theft	10:32:02 02/26/22
Fire Structure	10:07:19 02/26/22
Juvenile Prob	09:36:59 02/26/22
Alarm Bus	00:34:54 02/26/22
Warrant Arrest	22:17:36 02/25/22
Traffic Stop	21:25:16 02/25/22
DUI	21:02:28 02/25/22
Traffic Stop	20:27:44 02/25/22
Traffic Compl	19:51:29 02/25/22
Animal Cruelty	17:14:28 02/25/22
Animal Cmplnt	16:58:38 02/25/22
Harassment	16:03:11 02/25/22
Domestic	15:47:27 02/25/22
Medical	14:45:01 02/25/22

Nature	Reported
Public Assist	14:40:48 02/25/22
Public Assist	13:14:37 02/25/22
Disturb Peace	12:39:10 02/25/22
Public Assist	12:29:30 02/25/22
Harassment	11:29:44 02/25/22
Disturb Peace	11:24:00 02/25/22
Accident PD	10:54:46 02/25/22
Disturb Peace	10:12:13 02/25/22
Juvenile Prob	10:09:22 02/25/22
Fraud	09:24:13 02/25/22
Traffic Hazard	09:21:47 02/25/22
Welfare Check	08:00:00 02/25/22
Domestic	05:19:58 02/25/22
Traffic Stop	01:20:05 02/25/22
Welfare Check	00:45:50 02/25/22
Animal Cmplnt	22:50:24 02/24/22
Traffic Compl	21:02:15 02/24/22
Traffic Stop	20:28:16 02/24/22
Traffic Stop	20:07:58 02/24/22
Traffic Stop	19:09:04 02/24/22
Traffic Stop	16:41:05 02/24/22
Probation Viol	13:34:56 02/24/22
Mental Hold	12:26:12 02/24/22
Juvenile Prob	11:39:50 02/24/22
Juvenile Prob	10:16:40 02/24/22
Theft	09:43:40 02/24/22
Juvenile Prob	09:21:13 02/24/22
Unattended Dth	09:07:30 02/24/22
Harassment	08:34:23 02/24/22
Hazard	07:56:33 02/24/22
Traffic Compl	06:05:51 02/24/22
Property Damage	19:18:00 02/23/22
Welfare Check	17:36:05 02/23/22
Juvenile Prob	17:12:21 02/23/22
Stray Dog	16:07:15 02/23/22
Alarm Medical	15:56:37 02/23/22
Agency Assist	12:29:16 02/23/22
Juvenile Prob	11:09:46 02/23/22
Traffic Compl	10:37:41 02/23/22
Traffic Stop	07:39:39 02/23/22
Traffic Hazard	06:26:47 02/23/22
911 AHM	01:25:12 02/23/22
Alarm Fire	00:34:46 02/23/22
Suicidal Subj	20:47:28 02/22/22

Nature	Reported
Accident PD	18:09:50 02/22/22
Custodial Int	16:09:36 02/22/22
Fraud	15:26:50 02/22/22
Theft	15:03:25 02/22/22
Funeral Escort	14:08:34 02/22/22
Welfare Check	13:05:53 02/22/22
Juvenile Prob	11:15:17 02/22/22
Traffic Hazard	10:33:41 02/22/22
Hazard	09:24:27 02/22/22
911 AHM	09:20:41 02/22/22
Alarm Bus	07:17:09 02/22/22
Alarm Bus	01:20:25 02/22/22
Traffic Stop	21:33:48 02/21/22
Parking Problem	20:21:46 02/21/22
Public Assist	17:49:05 02/21/22
Welfare Check	16:42:29 02/21/22
Welfare Check	15:25:45 02/21/22
Civil Compl	15:04:02 02/21/22
Mental Issue	14:50:36 02/21/22
Fire Vehicle	13:37:53 02/21/22
Medical	11:08:13 02/21/22
Juvenile Prob	10:49:11 02/21/22
Traffic Stop	09:38:40 02/21/22
Mental Issue	01:19:49 02/21/22
Theft-Automobil	23:44:35 02/20/22
Medical	23:21:17 02/20/22
Mental Hold	19:18:15 02/20/22
Public Assist	18:55:35 02/20/22
Traffic Compl	18:30:43 02/20/22
Suspicious	18:13:01 02/20/22
Welfare Check	13:58:09 02/20/22
Animal Found	13:48:56 02/20/22
Warrant Arrest	11:21:54 02/20/22
Suicidal Subj	07:02:37 02/20/22
Welfare Check	06:04:28 02/20/22
Unattended Dth	05:50:43 02/20/22
Agency Assist	00:02:42 02/20/22
Warrant Arrest	23:07:11 02/19/22
Sex Offense	20:52:58 02/19/22
Public Assist	20:21:59 02/19/22
Stray Dog	20:10:08 02/19/22
Traffic Stop	19:25:53 02/19/22
Traffic Stop	15:20:04 02/19/22
Animal Cmplnt	14:57:26 02/19/22

Nature	Reported
911 AHM	14:17:30 02/19/22
Trespassing	14:07:53 02/19/22
Accident PD	13:44:12 02/19/22
Alarm Bus	12:43:26 02/19/22
Traffic Stop	12:27:45 02/19/22
Agency Assist	08:01:38 02/19/22
911 AHM	07:18:04 02/19/22
Structure Fire	03:08:13 02/19/22
Disorderly	23:12:45 02/18/22
Traffic Stop	22:49:55 02/18/22
Traffic Compl	21:09:59 02/18/22
Intoxication	19:51:46 02/18/22
Traffic Stop	19:12:49 02/18/22
Traffic Compl	18:07:49 02/18/22
Civil Compl	16:40:25 02/18/22
Warrant Arrest	16:02:01 02/18/22
Welfare Check	14:34:18 02/18/22
Child Abuse	14:20:53 02/18/22
Public Assist	14:05:45 02/18/22
Public Assist	13:55:31 02/18/22
Harassment	13:37:15 02/18/22
Juvenile Prob	12:42:01 02/18/22
Theft-Automobil	12:08:13 02/18/22
Sex Offense	11:47:44 02/18/22
Fraud	11:25:49 02/18/22
Public Assist	10:45:27 02/18/22
911 AHM	08:44:40 02/18/22
Threats	08:36:05 02/18/22
Mental Issue	05:36:56 02/18/22
Medical	05:03:30 02/18/22
Medical	22:03:12 02/17/22
CPO NCO Viol	21:47:17 02/17/22
Traffic Stop	21:46:53 02/17/22
Intoxication	21:35:43 02/17/22
Animal Cmplnt	18:42:41 02/17/22
Sex Offense	17:43:49 02/17/22
Recovered Prop	17:38:25 02/17/22
Drugs PCS	17:18:46 02/17/22
Welfare Check	17:04:15 02/17/22
Property Damage	17:00:28 02/17/22
Juvenile Prob	15:39:54 02/17/22
Wanted Person	15:34:11 02/17/22
Disturb Peace	14:20:41 02/17/22
Juvenile Prob	12:35:34 02/17/22

Nature	Reported
Threats	11:03:56 02/17/22
Stray Dog	10:54:35 02/17/22
Welfare Check	10:28:59 02/17/22
Harassment	09:20:59 02/17/22
Traffic Stop	07:44:42 02/17/22
Traffic Stop	07:26:32 02/17/22
Traffic Stop	23:17:54 02/16/22
Traffic Stop	23:06:08 02/16/22
Traffic Stop	21:48:15 02/16/22
Traffic Stop	20:10:27 02/16/22
Juvenile Prob	19:22:00 02/16/22
Animal Cmplnt	18:19:30 02/16/22
Mental Hold	16:49:12 02/16/22
Civil Compl	14:48:10 02/16/22
Traffic Stop	13:34:17 02/16/22
Fire Structure	13:17:58 02/16/22
Found Property	13:02:11 02/16/22
Sex Offense	12:40:49 02/16/22
Hazard	11:42:27 02/16/22
Traffic Stop	07:48:57 02/16/22
Traffic Stop	07:43:39 02/16/22
Suspicious	05:24:35 02/16/22
Medical	00:17:57 02/16/22
Suspicious Veh	22:29:53 02/15/22
Suspicious Veh	20:43:09 02/15/22
Disturb Peace	14:41:07 02/15/22
Civil Compl	13:39:48 02/15/22
911 AHM	13:15:59 02/15/22
Sex Offense	12:32:38 02/15/22
Accident PD	11:52:31 02/15/22
Trespassing	09:10:03 02/15/22
Medical	07:14:20 02/15/22
Medical	22:50:23 02/14/22
Traffic Stop	22:48:48 02/14/22
Traffic Stop	22:15:48 02/14/22
Traffic Stop	21:24:38 02/14/22
Traffic Stop	20:49:12 02/14/22
Traffic Stop	20:07:34 02/14/22
Traffic Stop	19:53:48 02/14/22
Fire Gas Leak	19:45:24 02/14/22
Threats	16:37:27 02/14/22
Theft	15:05:50 02/14/22
Traffic Compl	14:53:20 02/14/22
Harassment	14:33:55 02/14/22

Nature	Reported
Stray Dog	14:28:32 02/14/22
Parking Problem	14:23:18 02/14/22
Traffic Stop	10:25:27 02/14/22
Traffic Stop	09:20:53 02/14/22
Animal Cmplnt	08:11:46 02/14/22
Mental Issue	06:07:45 02/14/22
Alarm Fire	05:49:07 02/14/22
911 AHM	00:05:33 02/14/22
Alarm Fire	00:01:24 02/14/22
Traffic Stop	22:27:45 02/13/22
Traffic Stop	21:29:24 02/13/22
Traffic Stop	21:15:29 02/13/22
Traffic Stop	20:27:12 02/13/22
Extra Patrol	20:19:39 02/13/22
911 AHM	18:17:00 02/13/22
Theft	18:08:04 02/13/22
Alarm Res	16:59:04 02/13/22
Alarm Bus	07:58:20 02/13/22
Traffic Stop	21:55:07 02/12/22
Traffic Stop	21:50:54 02/12/22
Traffic Stop	21:16:09 02/12/22
Traffic Stop	20:38:07 02/12/22
Animal Found	18:18:45 02/12/22
Welfare Check	18:12:06 02/12/22
Alarm Res	14:39:00 02/12/22
Traffic Stop	12:56:24 02/12/22
Traffic Stop	10:35:31 02/12/22
Juvenile Prob	09:57:17 02/12/22
Alarm Res	09:09:30 02/12/22
Juvenile Prob	05:47:45 02/12/22
DUI	01:47:47 02/12/22
Civil Compl	01:24:46 02/12/22
Traffic Stop	21:43:27 02/11/22
Alarm Res	19:18:03 02/11/22
Traffic Stop	17:25:51 02/11/22
Parking Problem	16:13:35 02/11/22
Suspicious	16:09:15 02/11/22
Fraud	14:35:11 02/11/22
Parking Problem	12:58:11 02/11/22
Medical	12:45:14 02/11/22
Trespassing	09:17:31 02/11/22
Alarm Bus	22:48:40 02/10/22
Runaway	21:32:19 02/10/22
Traffic Compl	21:02:03 02/10/22

Nature	Reported
Medical	19:19:01 02/10/22
Animal Cmplnt	18:06:17 02/10/22
Traffic Stop	15:43:45 02/10/22
Welfare Check	15:11:58 02/10/22
Suspicious	13:28:30 02/10/22
911 AHM	11:10:20 02/10/22
Mental Issue	10:15:07 02/10/22
Alarm	08:31:26 02/10/22
Traffic Stop	07:32:30 02/10/22
Medical	06:36:04 02/10/22
Suspicious Veh	00:35:56 02/10/22
Traffic Stop	22:20:37 02/09/22
Traffic Stop	22:09:32 02/09/22
Traffic Stop	21:22:52 02/09/22
Harassment	14:59:54 02/09/22
Found Property	14:50:04 02/09/22
Traffic Compl	13:42:33 02/09/22
Burglary Res	12:40:21 02/09/22
Tobacco Viol	12:32:59 02/09/22
Drugs PCS	08:19:13 02/09/22
Medical	21:48:11 02/08/22
911 AHM	19:32:39 02/08/22
ATLC	19:05:34 02/08/22
Agency Assist	18:55:58 02/08/22
Missing Person	17:37:02 02/08/22
Theft	15:08:47 02/08/22
Parking Problem	13:45:32 02/08/22
Accident PD	07:56:48 02/08/22
Fire Structure	07:49:59 02/08/22
Juvenile Prob	07:00:00 02/08/22
Medical	06:07:21 02/08/22
Traffic Stop	01:01:32 02/08/22
Traffic Stop	00:09:40 02/08/22
Animal CmpInt	00:02:20 02/08/22
Traffic Stop	23:33:43 02/07/22
Public Assist	22:34:32 02/07/22
Unwanted Subj	20:29:11 02/07/22
Domestic	19:50:51 02/07/22
Traffic Stop	19:21:25 02/07/22 18:44:03 02/07/22
Traffic Compl	
911 AHM	15:44:04 02/07/22 15:29:49 02/07/22
Suicidal Subj	15:29:49 02/07/22
Juvenile Prob	13:57:55 02/07/22
911 AHM	15.57.55 02/07/22

Nature	Reported
Medical	13:44:51 02/07/22
Traffic Compl	13:25:37 02/07/22
Accident PD	12:18:43 02/07/22
Traffic Hazard	11:40:19 02/07/22
Drugs PCS	10:36:32 02/07/22
Tobacco Viol	10:14:41 02/07/22
Information	09:48:13 02/07/22
Traffic Hazard	07:50:33 02/07/22
Welfare Check	20:48:51 02/06/22
Medical	18:28:05 02/06/22
Animal Cmplnt	15:31:41 02/06/22
Runaway	14:12:33 02/06/22
Traffic Stop	02:37:58 02/06/22
Traffic Stop	23:52:50 02/05/22
Traffic Stop	23:16:22 02/05/22
Custodial Int	19:38:29 02/05/22
911 AHM	19:09:34 02/05/22
Welfare Check	18:38:59 02/05/22
DUI	16:16:34 02/05/22
Traffic Stop	14:42:55 02/05/22
911 AHM	13:55:01 02/05/22
Accident PD	13:15:43 02/05/22
Theft	12:43:24 02/05/22
Public Assist	11:36:49 02/05/22
Traffic Stop	09:59:03 02/05/22
Traffic Stop	09:28:42 02/05/22
Public Assist	06:02:02 02/05/22
Traffic Stop	02:20:58 02/05/22
Traffic Stop	01:22:12 02/05/22
Welfare Check	00:59:17 02/05/22
Disorderly	23:16:53 02/04/22
Welfare Check	17:52:06 02/04/22
Accident PD	17:49:58 02/04/22
Custodial Int	16:15:54 02/04/22
Child Abuse	16:10:07 02/04/22
Disturb Peace	15:37:18 02/04/22
Public Assist	15:26:20 02/04/22
Threats	15:07:43 02/04/22
Accident PD	12:45:56 02/04/22
Suspicious Veh	12:09:54 02/04/22
Agency Assist	12:08:18 02/04/22
Animal Cmplnt	10:40:08 02/04/22
Civil Compl	09:20:27 02/04/22
Animal Found	08:35:17 02/04/22

Nature	Reported
911 AHM	06:27:49 02/04/22
Medical	04:39:44 02/04/22
Threats	16:55:51 02/03/22
Medical	16:32:52 02/03/22
Extra Patrol	16:13:59 02/03/22
Civil Compl	15:37:37 02/03/22
Drugs PCS	15:13:07 02/03/22
Medical	14:48:31 02/03/22
Traffic Hazard	14:07:14 02/03/22
Battery	13:57:49 02/03/22
Public Assist	13:10:18 02/03/22
Suspicious	11:27:37 02/03/22
Medical	09:13:18 02/03/22
911 AHM	09:03:33 02/03/22
Runaway	05:58:49 02/03/22
Suspicious	01:15:18 02/03/22
Disturb Peace	23:52:01 02/02/22
Theft	23:02:45 02/02/22
CPO NCO Viol	22:36:18 02/02/22
Suicide	22:06:06 02/02/22
Animal Lost	21:53:32 02/02/22
Public Assist	19:12:28 02/02/22
Public Assist	17:01:52 02/02/22
Traffic Stop	16:26:38 02/02/22
Found Property	15:49:36 02/02/22
Stray Dog	15:10:37 02/02/22
Trespassing	14:27:59 02/02/22
Medical	12:21:46 02/02/22
Accident PD	11:59:14 02/02/22
Traffic Compl	09:32:20 02/02/22
Traffic Stop	06:31:14 02/02/22
Medical	04:10:42 02/02/22
Traffic Stop	03:44:17 02/02/22
Traffic Stop	22:43:41 02/01/22
Suspicious Veh	22:41:37 02/01/22
Traffic Stop	21:49:13 02/01/22
Suspicious	21:25:54 02/01/22
Accident PD	18:01:57 02/01/22
Suspicious Veh	16:22:01 02/01/22
Drugs PCS	13:41:29 02/01/22
Tobacco Viol	13:39:46 02/01/22
Trespassing	12:34:59 02/01/22
Tobacco Viol	12:25:08 02/01/22
Civil Compl	11:33:16 02/01/22

Nature	Reported
Traffic Compl	10:07:09 02/01/22
Alarm Res	09:06:37 02/01/22
Traffic Compl	08:08:17 02/01/22

Steve Kunka

From:

Ryan Bertalotto <rbertalotto@heyburncity.org>

Sent:

Tuesday, March 15, 2022 7:24 PM

To:

Steve Kunka

Cc:

William Huff

Subject:

Request to transfer Surplus property

Chief Kunka,

The city of Heyburn Police Department is in the process of implementing laptops into our patrol fleet as well as installing gun locks into our marked units. Whereas the city of Emmett has declared these items a surplus, the Heyburn Police Department is requesting the declared surplus laptop stands and gun locks (if still available) to be transferred as property of the city of Heyburn for our police vehicles. Should the city of Emmett be able to accommodate this request I would be glad to drive up with one of my team members to collect the items.

Respectfully, Ryan Bertalotto, Chief of Police City of Heyburn Police Department PO Box 147/1800 J Street Heyburn ID 83336

PH: 208-679-4545 Fax: 208-679-0662

Sent from my iPhone

City's Strategic Pillars 3/22/22

- 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 Goals

- Replace all water distribution lines less than 6" in diameter to meet mandatory minimum main line size requirement. 75%
- Design for well #6 at City Park. 60%
- Reduce I&I inside sewer collection lines to less than 50% of current rate per Sewer Capital Improvement Plan. 60%
- Implement Airport Pavement, and Master Capital Improvement Plan. 50%
- Start design on Wastewater Treatment Plantair piping 25%
- Design Hawthorne Lift Station. 35%
- Replace Utilities at Wardwell Loop. 15%
- Create Cemetery Master Plan. 5% on hold

Expenditure requiring authorization / purpose of expenditure

- 02/11/22 Sawtooth Land Surveying, locate monuments \$9,365.00
- 02/11/22 Memorial Monuments & Vaults, cemetery \$7,306.00
- 11/10/21 Keller Associates, WWTP \$9,409.50
- 02/04/22 Riverside Inc, Impeller SST \$20,278.00

Training during last 30 days

Mone

Accomplishments since last report

- Notice of speed limit reduction: Beginning 3/14/22 the speed limit on S Johns Ave starting from 12th ST heading towards 4th ST will be reduced to 20 MPH. On 2/3/22 notification was posted on city road construction webpage and signs placed onsite on at 4th St and 12th ST roundabouts. Starting 2/16/22 notification will be in newspaper under News You Can Use.
- 2. Annual Residential Backflow Testing: On April 1st, the 1st reminder letter to have residential backflows tested by June 1st, will go out by mail. City residents can visit www.cityofemmett.org/backflow to view notification of Change to Residential Backflow Testing Starting in 2022 letter, list of backflow testers, and the 1st reminder letter that will be posted on 4/1/22.
- 3. Annual Park Maintenance and Tree Trimming has been completed
- 4. Installed new niche at City Cemetery
- 5. Cleaned aeration basin at Waste Water Treatment Plant
- 6. Replaced check valves at Quail Run Lift Station
- 7. Worked with Sawtooth Survey to locate and reset new control points in the city right of way.

- 1. Update: Locust St and Johns Ave intersection is temporarily open until paving can occur in spring
- 2. Sawtooth Land Survey has been contracted by the city to complete survey work on the Wardwell/McKinley Loop between 12/14/21 to 12/24/21for the upcoming water/sewer replacement and road reconstruction.
- 3. South Johns Avenue Rehabilitation Project: Mailboxes are being set back in place. Landscaping and any retaining walls are next to be completed
- 4. Sewer manhole grout and/or replacement for those leaking water
- 5. Repair bad water valves and water valve boxes
- 6. Water valve exercising for all water distribution valves.
- 7. Flushing for the next thirty days.
- 8. Upgrade fire hydrants older than 18 years.
- 9. Placing new digital speed signs on Johns Ave between 4th and 12th both north and south bound.
- 10. Placing new Rectangular Rapid Flashing Beacon Pedestrian Crosswalk System at the 4th St and Johns Ave roundabout.

City's Strategic Pillars

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

Systems Admin Goals (with percentage of completion to date)

- Complete fiber optic network to inner city facilities. Airport in planning stage. 88% Airport & Locust Booster will be last major sites to complete. Airport in works with Fatbeam partner. Cemetery to be completed in Spring.
- Migrate all servers to cloud over the next 5 years. 35% SysAdmin, Library, Public Works converted to SharePoint cloud storage. Will get clerks converted after FTTH pilot project.
- Complete Geographic Information System mapping of all city infrastructure assets (ongoing). **80% Working on zoning items, especially for comp plan.**
- Convert city network from a bridged configuration to routed. 40% Initial plan and IP address scheme. Converted City Park, Highlands Booster, Fire Department, Industrial Park, and Tin building thus far.
- ARPA Projects and Reporting completion. 15% Initial project plans approved by council. Product procurement in process.

Expenditures requiring authorization from higher and purpose of expenditure

None

Training last 30 days No less than Top Ten Accomplishments since last report

- 1. CTC tower agreement Industrial Park
- 2. Veeam backup/replication server upgrade
- 3. Docufiber mapping agreement finalized
- 4. Digline fee schedule addendum and agreement
- 5. GIS Shape files for comp plan
- 6. Upgrade test UNVR video recorder firmware
- 7. Auditors for CARES and ARPA funds
- 8. Build VLAN how to config guide
- 9. Computer rotation plan/purchase for 6 machines
- 10. Electrical fixes/upgrades at tin building for network rack
- 11. Veeam training for Office 365 records retention
- 12. Airport weather station config and website
- 13. Tin Building and Water tower distro switches install
- 14. Special evidence laptop setup for
- 15. Replace camera server at Well 9
- 16. Comp plan GIS data for land use maps
- 17. New crash reporting software for PD training
- 18. Assist county with new router configurations
- 19. Verizon account management meeting and cost review

20.	Finalize fiber ordinance	21.	ARPA Treasury report guidance book
22.	Veeam 0365 server setup	23.	Eticket laptop software installs
24.	Builder kick off for fiber to the home pilot	25.	Cemetery lighting and camera expansion
26.	GIS fiber mapping platform build	27.	Cemetery fiber pull
28.	Cemetery and water GIS updates	29.	Develop recreation page for website
30.	WWTP Cameras install headworks	31.	VMWare upgrade virtual servers clerks/PW