

City of Emmett Council Meeting

November 13, 2018

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

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

Staff Present: City Attorney Jake Sweeten, Superintendent of Public Works Bruce Evans, Clint Seamons, Systems Administrator Mike Knittel, Building Official Brian Sullivan, Emmett Fire Chief Curt Christensen, Library Alyce Kelley, Police Chief Steve Kunka and City Clerk Lyleen Jerome.

Public Present: Jeff Wiechmann, 314 E 4th St. #2, Bill and Angie Kurta 132 S. Washington, Randy Williams 132 S. Washington, Krista Cole GCCC, Dennis Colgan 124 W. Main, Malinda Fry 620 E 2nd, Mike Fry 620 E. 2nd.

Amendments to the Agenda – None

Declaration of Conflicts of Interest – None

Councilman Nebeker made a **MOTION TO ACCEPT THE AGENDA AS PRESENTED. SECONDED, Motion Carried 5 YEA 0 NOES**

CONSENT AGENDA:

A. Approval of Minutes – October 23, 2018

B. Approval of Permits

1. Bartender Permits – Juanita Barnard, Donna Hauser, Maria de la Luz Marin

C. Approval of Water Charge Waivers - None

D. Approval of Accounts Payable

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

Elected Officials

A. Mayor –

1. Certificate of Appreciation presented to Jeff Weichmann, Mike Fry, and Denise Sorensen for another successful First Responder Crab Feed. Jeff Weichmann presented checks of the ticket sales to the following agencies – Gem County Sheriff \$260.00, Emmett Fire Department \$368.10, Gem County Fire \$674.87, Emmett Police Dept. \$1,180.98. These funds will go to the departments to help fund community projects.

B. Announcements and Good of the Order

C. City Council

Non-Consent Agenda

Business

A. Approval of agreement for cleaning service for City Hall. City Clerk, Lyleen Jerome presented the new agreement for janitorial service. **Councilman Nebeker motioned to accept the contract of service, change the effective date to January 1, 2019 and modify the agreement to include the sub-chapter numbers as needed. SECONDED, Motion Carried. 5 YEA, 0 NOES.**

B. Approval to establish a selling price for the City owned parking lot located at First Street and North Hayes St. Assistant Superintendent of Public Works, Clint Seamons presented a market analysis of value that was completed by Evans Realty which establishes a market value range from \$3,068.00 to \$11,107.93. Some discussion by the council about the analysis, a suggestion of a minimum bid of \$18,000 to \$20,000 was discussed. City Attorney explained that this will be done through a public auction not through a sealed bid process. **Councilman Nebeker, MOTIONED to set the minimum bid of \$20,000 for the sale of the city owned parking lot, with provisions for the Randall Memorial Plaque to be maintained or relocated on the property and to follow the state law in the bid process, SECONDED, Motion Carried 5 YEA, 0 NOES.** City Attorney Jake Sweeten explained that the next step is to approve a Resolution before proceeding with the sale.

C. Approval of Airport Hangar Lease Agreement – Chad & Kim Gray. Superintendent Bruce Evans presented the hangar lease agreement for approval. **Councilman Stout made a**

City of Emmett Council Meeting

November 13, 2018

motion to accept and approve airport hangar lease agreement for 20 years between Chad and Kim Gray and Mayor to sign. SECONDED, Motion Carried. 5 YEA, 0 NOES.

D. Superintendent of Public Works presented how the rates are established for those customers that require water and sewer on properties located outside of the City limits.

Superintendent is requesting that some changes be made to the current policy on water/sewer charges for those that are affected. Discussion was had on the current policy and the benefits of updating the current policy which may enhance future growth and development. City Attorney advised that a new resolution be established to update the current policy. **Councilman Nebeker motioned to move forward with a resolution establishing water/sewer rates to be the same both inside and outside City limits. SECONDED. Motion Carried 5 YEAH, 0 NOES**

City Attorney Jake Sweeten wanted to correct a statement he made earlier about the process of selling the City owned parking lot. In regards to the public auction if no bids are received the City Council shall have the authority to sell such property as it deems in the best interest of the City.

Reports:

Gem County Chamber Economic Development – Krista Cole – presented an update on economic development in the community and the direction of the program and how the current comprehensive plan is under review.

Building Official/City Planner- Brian Sullivan – Presented report

City Clerk - Lyleen Jerome – presented monthly financials for October

Fire Chief Curt Christensen – presented report

Library – Librarian Alyce Kelley – update on library auction funds \$7,139.00

Emmett Police Chief Steve Kunka– no report

Superintendent of Public Works Bruce Evans – presented report

Systems Administrator Mike Knittel – presented report

Engineer – Superintendent of Public Works Bruce Evans presented a Keller and Associates progress report on the S. Johns Avenue, E 12th to 4th Street project.

Councilman Alder made a **MOTION TO ADJOURN. SECONDED Motion Carried.**
Meeting Adjourned at 8:14 p.m.

Mayor Gordon Petrie

City Clerk Lyleen Jerome



CITY OF EMMETT

Bartender Permit Checklist

☐

New

☒

Renewal

Applicant Name: Oliva Duran

Date: 11/07/2018

Application Received: 11/07/18

☒

Application Complete

☒

Application Notarized

☐

Fingerprint Receipt Attached (New only)

☒

Copy of Driver's License Attached

☒

Permit Fee Paid

☐

Temporary Permit Language added to Receipt (New only)

☐

Background Check Results Complete (New Only)

Police Department Background Check (Attached to DL Copies)

Requested

Complete

✓

✓

Emmett Police Name/Records Check

✓

Gem County Sheriff's Name/Records Check

✓

Idaho Repository Name/Records Check

✓

Completed by

Chief of Police

City Council Approval

☒

Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐

11/27/18
Council Date

Official Alcohol License

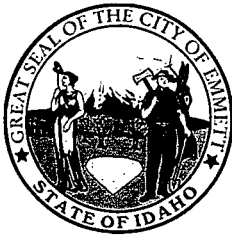
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Created

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Mailed

Tracking #



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name: Kaylee Ann Mcleod

Date: 10/30/2018

Application Received: 10/30/18

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

Police Department Background Check (Attached to DL Copies)

Requested _____ Complete ✓

✓ _____ Emmett Police Name/Records Check

✓ _____ Gem County Sheriff's Name/Records Check

_____ Idaho Repository Name/Records Check

Nedra S. Lank Completed by *[Signature]* Chief of Police

City Council Approval

☒ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐

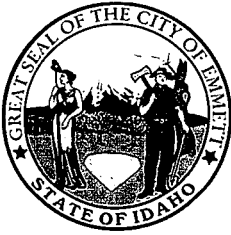
11/27/18
Council Date

Official Alcohol License

☐ Created _____

☐ Mailed _____

Tracking # _____



CITY OF EMMETT

Bartender Permit Checklist

☐ New ☒ Renewal

Applicant Name: Cynthia A Snook

Date: 11/06/2018

Application Received: 11/06/18

- ☒ Application Complete
- ☒ Application Notarized
- ☐ Fingerprint Receipt Attached (New only)
- ☒ Copy of Driver's License Attached
- ☒ Permit Fee Paid
- ☐ Temporary Permit Language added to Receipt (New only)
- ☐ Background Check Results Complete (New Only)

Police Department Background Check (Attached to DL Copies)

Requested _____ Complete ✓

<u>✓★</u>	Emmett Police Name/Records Check
<u>✓</u>	Gem County Sheriff's Name/Records Check
<u>W. Lanken</u>	Idaho Repository Name/Records Check
Completed by	Chief of Police

City Council Approval

☒ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐

11/27/18
Council Date

Official Alcohol License

☐ Created _____

☐ Mailed _____

Tracking # _____



CITY OF EMMETT
Bartender Permit Checklist

☐

New

☒

Renewal

Applicant Name: Raymond Earl Whiteaker

Date: 11/02/2018

Application Received: 11/02/18

☒

Application Complete

☒

Application Notarized

☐

Fingerprint Receipt Attached (New only)

☒

Copy of Driver's License Attached

☒

Permit Fee Paid

☐

Temporary Permit Language added to Receipt (New only)

☐

Background Check Results Complete (New Only)

Police Department Background Check (Attached to DL Copies)

Requested _____

Complete ✓

✓

Emmett Police Name/Records Check

✓

Gem County Sheriff's Name/Records Check

[Signature]

Idaho Repository Name/Records Check

Completed by

[Signature]
Chief of Police

City Council Approval

☒

Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐

11/27/18
Council Date

Official Alcohol License

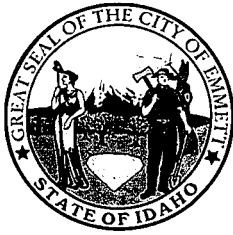
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Created _____

☐

Mailed _____

Tracking # _____



CITY OF EMMETT
Bartender Permit Checklist

☐ New

☒ Renewal

Was Rochelle L. Phillips

Applicant Name: Rochelle L Russell

Date: 11/15/18

Application Received: 11/15/18

- ☒ Application Complete
- ☒ Application Notarized
- ☐ Fingerprint Receipt Attached (New only)
- ☒ Copy of Driver's License Attached
- ☒ Permit Fee Paid
- ☐ Temporary Permit Language added to Receipt (New only)
- ☐ Background Check Results Complete (New Only)

Police Department Background Check (Attached to DL Copies)

Requested _____

Complete 11/19/18

✓ _____

Emmett Police Name/Records Check

✓ _____

Gem County Sheriff's Name/Records Check

Idaho Repository Name/Records Check

Completed by

Chief of Police

City Council Approval

☒ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐

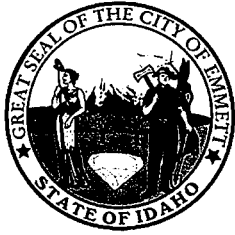
11/27/18
Council Date

Official Alcohol License

☐ Created _____

☐ Mailed _____

Tracking # _____



CITY OF EMMETT

Alcohol Permit Checklist

Business Name CC & PIZZA DBA PIZZA FACTORY

Date 11/14/18

Application Received 11/14 2018

- ☒ Application Complete
- ☒ All 3 pages Notarized
- ☒ Applicant is 21 or older
- ☒ Copy of State License Attached #3205
- ☐ Copy of Gem County License Attached #
- ☐ Premise Description Included
- ☐ Copy of Lease Attached (if premise not owned by applicant)
- ☒ Names, Address & Copy of Driver's License Attached
(any/all with Financial Interest)
- ☒ Permit Fee Paid

Police Department Background Check (Attached to DL Copies)

Requested Complete 11/19/18

City Council Approval

- ☒ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 11/27/18
Council Date

Official Alcohol License

- ☐ Created
- ☐ Mailed

Tracking #



CITY OF EMMETT

Alcohol Permit Checklist

Business Name Gem County Golf Association

Date 10/29/18

Application Received 10/29 18

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

Police Department Background Check (Attached to DL Copies)

Requested _____ Complete ✓

City Council Approval

- ☒ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 11/27/18
Council Date

Official Alcohol License

- ☐ Created _____
- ☐ Mailed _____

Tracking # _____



CITY OF EMMETT

Alcohol Permit Checklist

Business Name Idaho Pizza Company

Date 11/08/18

Application Received 11/08 18

- ☒ Application Complete
- ☒ All 3 pages Notarized
- ☒ Applicant is 21 or older
- ☒ Copy of State License Attached # 10643
- ☐ Copy of Gem County License Attached # _____
- ☐ Premise Description Included
- ☐ Copy of Lease Attached (if premise not owned by applicant)
- ☒ Names, Address & Copy of Driver's License Attached
(any/all with Financial Interest)
- ☒ Permit Fee Paid

Police Department Background Check (Attached to DL Copies)

Requested _____ Complete ✓

City Council Approval

- ☒ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 11/27/18
Council Date

Official Alcohol License

- ☐ Created _____
- ☐ Mailed _____

Tracking # _____



CITY OF EMMETT

Alcohol Permit Checklist

Business Name KT's Lanes

Date 11-19-18

Application Received 11-19-18

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

Police Department Background Check (Attached to DL Copies)

Requested 11/19/18 Complete 11/19/18

City Council Approval

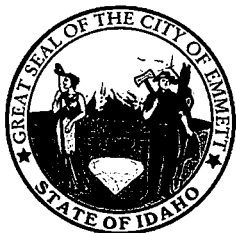
- ☐ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ _____
Council Date

Official Alcohol License

- ☐ Created _____
- ☐ Mailed _____

Tracking # _____



CITY OF EMMETT

Alcohol Permit Checklist

Business Name La Costa Mexican Restaurant/Talpa Mexican Store Date 11-08-18

Application Received 11-08 18

- ☒ Application Complete
- ☒ All 3 pages Notarized
- ☒ Applicant is 21 or older
- ☒ Copy of State License Attached # 3408
- ☐ Copy of Gem County License Attached # _____
- ☐ Premise Description Included
- ☐ Copy of Lease Attached (if premise not owned by applicant)
- ☒ Names, Address & Copy of Driver's License Attached
(any/all with Financial Interest)
- ☒ Permit Fee Paid

Police Department Background Check (Attached to DL Copies)

Requested _____ Complete ✓

City Council Approval

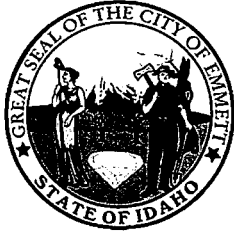
- ☒ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 11/27/18
Council Date

Official Alcohol License

- ☐ Created _____
- ☐ Mailed _____

Tracking # _____



CITY OF EMMETT

Alcohol Permit Checklist

Business Name RK RUDD LLC DBA BY RITE

Date 11/16/18

Application Received 11/16 2018

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

Police Department Background Check (Attached to DL Copies)

Requested ~ Complete 11/19/18

City Council Approval

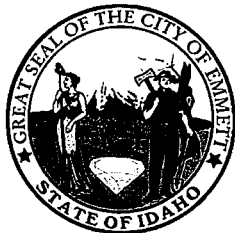
- ☐ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ _____
Council Date

Official Alcohol License

- ☐ Created _____
- ☐ Mailed _____

Tracking # _____



CITY OF EMMETT

Alcohol Permit Checklist

Business Name RW Inc. Main Street Beverage

Date 11/15/18

Application Received 11/15 2018

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

Police Department Background Check (Attached to DL Copies)

Requested _____ Completed _____

Walsh
Police Department Background Check

[Signature] Emmett Police Check

[Signature] GCSO Check

[Signature] Idaho Repository Check

City Council Approval

- ☐ Added to Council Agenda for approval

Completed by
Chief of Police *[Signature]*

City Council Approved Yes ☐ No ☐ _____

Council Date

Official Alcohol License

- ☐ Created _____
- ☐ Mailed _____

Tracking # _____



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Gordon Petrie, Mayor of the City of
Emmett, Idaho, do hereby proclaim
Friday, April 26th, 2019 as

Arbor Day

In the City of Emmett, Idaho, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 27th day of November, 2019
Mayor

GRANT AGREEMENT

Blue Cross of Idaho Foundation for Health, Inc. (the "Foundation") is pleased to award

City of Emmett, Idaho

(Type your organization's name -- the "Grantee")

with a Foundation Grant (the "Grant"). The Grant is awarded subject to the terms and conditions stated in this Grant and any exhibits or attachments thereto. Please read the terms and conditions of the Grant carefully before signing this document as the Grantee's signature constitutes the Grantee's agreement and acceptance in full of all terms and conditions contained herein.

1. AMOUNT AND ADMINISTRATION OF AWARD

Subject to the terms and conditions set out in the Grant, the Foundation is pleased to award Grantee with a conditional Grant of One Thousand Dollars (\$1,000), which shall include any interest or income arising therefrom (the "Maximum Grant Amount"). The Grant is conditional upon the proper execution of this Grant agreement by an authorized representative of Grantee.

2. PURPOSE AND USE OF GRANT FUNDS

The Grantee shall utilize Grant funds exclusively for physical activity equipment in local elementary schools, public parks, or for programs that promote physical activity among youth. Although the Grantee may disburse funds to local schools or their school programs, the Grantee agrees that Grant funds shall not be disbursed to any unrelated third-party organizations, entities, or vendors. The Grantee agrees to make its books and records pertaining to the Grant available to the Foundation at reasonable times.

3. INDEMNIFICATION

In consideration for the issuance of Grant funds, the Grantee agrees to indemnify, defend and hold the Foundation and its directors, officers, employees, agents, parent company and affiliates harmless from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs) which arise out of or relate to the Grant, or result from any act or omission of Grantee arising from projects funded through or related to the Grant.

4. GRANT TERMINATION

It is expressly agreed that any use by the Grantee of the Grant proceeds for any purpose other than for the purchase of physical activity equipment for local elementary schools, public parks, or for programs that promote physical activity among youth, or if in the Foundation's sole judgment, the Grantee becomes unable to carry out the purposes of the Grant, or ceases to be an appropriate means of accomplishing the purpose of the Grant, the Foundation may terminate the Grant at any time at its sole option. In the event of termination under this section, the Foundation shall have the right to require that all Grant amounts paid to the Grantee be repaid to it and that any outstanding Grant amount payable be cancelled.

Signature page follows:

NOW THEREFORE, the parties have read, understand and accept the terms and conditions stated in this Grant agreement. The individuals signing this Grant agreement represent and warrant that they are duly authorized to be bound by its terms. The parties do hereby execute this Grant agreement effective on the date that the BCI Foundation signs the Grant agreement.

Blue Cross of Idaho Foundation for Health, Inc.
Company

3000 E. Pine Avenue
Meridian
Idaho
83642

Address

K. Witt-Doyle
Signature

Kendra Witt-Doyle
Name

Executive Director, BCI Foundation
Title

City of Emmett, Idaho

Organization Name

501 East Main Street
Street Address
Emmett
City
Idaho
State
83617
Postal Code

DocuSigned by:
Gordon W. Petrie
3A9C251ED1D54A3...
Docusign Signature

Gordon W. Petrie
Full Name
Mayor
Your Title

11/15/2018
Date Signed



CITY OF EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd Street
Emmett, Idaho 83617

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

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

City of Emmett
Mayor Gordon Petrie
Emmett City Council

Tuesday, November 20, 2018

RE: "Approval of Mayor signature on Tree City USA 2018 Application for Certification."

Mayor, City Council:

[X] Concur with obtaining mayor signature on Tree City USA 2018 Application for Certification.

Attached is the Tree City USA 2018 Application for Certification as Exhibit A.

I recommend the following motion: "Motion to approve Mayor signature on Tree City USA 2018 Application for Certification."

Sincerely,

City of Emmett

Bruce Evans

**Superintendent
Public Works Department**

*Our vision:
Protecting and providing quality public
Improvements and services for City of Emmett*

Cc:
Clint Seamons, C.O.E. Assistant Superintendent of Public Works
Brian Sullivan, C.O.E. Planning/Building Administrator
Doricela-Millan Sotelo, C.O.E Building – Public Works Office Manager

Print this page.

Tree City USA

2018 Application for Certification



TREE CITY USA

The Tree City USA award is in recognition of work completed by the community during the 2018 calendar year.

As Mayor or Equivalent of the Community of Emmett

I herewith make application for this community to be officially certified/recertified as a Tree City USA for 2018, having achieved the standards set forth by the Arbor Day Foundation as noted below.

Standard 1: A Tree Board or Department

Community has both a Tree Board and a Department Chair or City Manager/Official

Department Chair/City Manager

Bruce Evans Superintendent of Public Works 208-365-9569 bevans@cityofemmett.org

Tree Board Chair

Bruce Evans Superintendent of Public Works 208-365-9569 bevans@cityofemmett.org

Standard 2: A Community Tree Ordinance

✓ Our community ordinance is on record

Standard 3: A Community Forestry Program with an Annual Budget of at Least \$2 Per Capita

Total Community Forestry Expenditures \$56973.87

Community Population 6829

Per Capita Spending \$8.34

Standard 4: An Arbor Day Observance and Proclamation

✓ Official Arbor Day proclamation is on record

Mayor or Equivalent Signature

Title

Date

Application Certification

To Be Completed By The State Forester:

Emmett

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2018 calendar year, having in my opinion met the four standards required for recognition.

State Forester Signature

Title

Date



Print this page.



CITY OF EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd Street
Emmett, Idaho 83617

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

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

City of Emmett
Mayor Gordon Petrie
Emmett City Council

Tuesday, November 20, 2018

RE: "APPROVAL OF A RESOLUTION DECLARING THE VALUE OF REAL PROPERTY LOCATED ON THE NORTHWEST CORNER AT THE INTERSECTION OF 1ST STREET AND SOUTH HAYES AVENUE, CONSTITUTING A PARKING LOT.

Mayor, City Council:

[X] CONCUR WITH APPROVAL OF A RESOLUTION DECLARING THE VALUE OF REAL PROPERTY LOCATED ON THE NORTHWEST CORNER AT THE INTERSECTION OF 1ST STREET AND SOUTH HAYES AVENUE, CONSTITUTING A PARKING LOT.

Attached is the resolution as Exhibit A.

I recommend the following motion: "Motion to approve A RESOLUTION DECLARING THE VALUE OF REAL PROPERTY LOCATED ON THE NORTHWEST CORNER AT THE INTERSECTION OF 1ST STREET AND SOUTH HAYES AVENUE, CONSTITUTING A PARKING LOT.

Sincerely,

City of Emmett

Bruce Evans

**Superintendent
Public Works Department**

*Our vision:
Protecting and providing quality public
Improvements and services for City of Emmett*

Cc:

CITY OF EMMETT, IDAHO
Resolution # 2018-07

A RESOLUTION DECLARING THE VALUE OF REAL PROPERTY LOCATED ON THE NORTHWEST CORNER AT THE INTERSECTION OF 1ST STREET AND SOUTH HAYES AVENUE, CONSTITUTING A PARKING LOT.

NOW THEREFORE, BE IT RESOLVED AND DECLARED by the Mayor and City Council of the City of Emmett that:

The real property located on the northwest corner at the intersection of 1st Street and South Hayes Avenue, and as more particularly described on Exhibit A, constituting a parking lot, shall be offered for sale with an established minimum price of twenty thousand dollars (\$20,000.00).

The Clerk shall publish a summary of this Resolution and provide notice of a public hearing to be held before the city council.

After the public hearing has been conducted, the city council may proceed to offer for sale the real property in question. When the property is offered for sale, the property shall be sold at a public auction to the highest bidder and no bids shall be accepted for less than the minimum declared value of twenty thousand dollars (\$20,000.00), provided however, if no bids are received, the city council shall have the authority to sell such property as it deems in the best interest of the city.

The real property will be sold for cash. The City will convey the real property by quitclaim deed. Any buyer accepts the property "AS IS." The City makes no warranties, expressed or implied. The City shall not be held responsible as to any recorded deed restriction, or other covenant respecting the condition of any improvements on said property, or to any agreement for alteration, improvements or repairs.

The successful bidder will be required to enter into an agreement to keep the existing monument on the property in perpetuity.

Passed _____, 2018 by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Exhibit A

Beginning at the Southeast corner of Block 3, of the Original Townsite of Emmettville, according to the Revised Plat of said Townsite now on file and of record in the office of the county recorder of Gem County, Idaho, run thence North along the East line of said block 140 feet; thence West parallel to the South line of said block, 145 feet; thence South 140 feet; thence East 145 feet, to said point of beginning.

EXCEPTING THEREFROM the following described tract of land, consisting of part of Lots 8 and 9 of Block 3 of the Revised Plat of the Original Townsite of Emmett, Gem County, Idaho, which plat is on file in Book 1 of Plats, at page 13, in the Office of the Recorder of Gem County, Idaho, more particularly described as follows:

Commencing at the SE corner of Block 3 of said Revised Plat of the Original Townsite of Emmett, Idaho, which boundary is also the West line of the right of way for S. Hayes Avenue; thence North along the East boundary of Block 3 of said Revised Plat of the Original Townsite of Emmett, Idaho, a distance of 50.00 feet to the True Point of Beginning; thence West, parallel with the South boundary of Block 3 of the said Revised Plat of the Original Townsite of Emmett, Idaho, a distance of 50.00 feet; thence

North, parallel with the East boundary of Block 3 of the Revised Plat of the Original Townsite of Emmett, Idaho, a distance of 90.00 feet to a point on the South boundary of the right of way for an existing alley; thence

East, along said South boundary of the right of way for said alley, and parallel with the South boundary of Block 3 of said Revised Plat of the Original Townsite of Emmett, Idaho, a distance of 50.00 feet to a point on the East boundary of Block 3 of said Revised Plat of the Original Townsite of Emmett, Idaho; thence

South along the East boundary of said Revised Plat of the Original Townsite of Emmett, Idaho, a distance of 90.00 feet to the True Point of Beginning.

200
200



CITY OF EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd Street
Emmett, Idaho 83617

Gordon Petrie, Mayor

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

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

City of Emmett
Mayor Gordon Petrie
Emmett City Council

Tuesday, November 20, 2018

RE: "Approval of new hanger lease agreement Ernest and Jenny Swatterthwait."

Mayor, City Council:

[X] Concur with approving new hanger lease agreement between Ernest and Jenny Swatterthwait and the city of Emmett

Attached is the hanger lease agreement as Exhibit A.

I recommend the following motion: "Motion to approve new hanger lease agreement between Ernest and Jenny Swatterthwait and the city of Emmett."

Sincerely,

City of Emmett

Bruce Evans

**Superintendent
Public Works Department**

*Our vision:
Protecting and providing quality public
Improvements and services for City of Emmett*

Cc:
Clint Seamons, C.O.E. Assistant Superintendent of Public Works
Brian Sullivan, C.O.E. Planning/Building Administrator
Doricela-Millan Sotelo, C.O.E Building – Public Works Office Manager

LEASE AGREEMENT

Lease agreement dated November 16, 2018 ("Lease"), between the City of Emmett, Idaho ("Landlord") and Airedale Adventures, LLC, Ernest and Jenny Satterthwait (Members) whose address is 2524 N. Hearthglow Pl., Eagle, Idaho 83616 ("Tenant").

WITNESSETH

Landlord leases and rents to Tenant, and Tenant leases and rents from Landlord, the real property described in Exhibit A which is attached hereto and incorporated herein by reference as if set out in full ("Premises"). The Premises that Landlord is leasing to Tenant is bare ground.

The term of this Lease is for a period commencing on November 16, 2018 and terminating on November 16, 2038 under the following terms and conditions:

1. RENT: Tenant shall pay Landlord rent in advance annually. The rent will be \$50.00 more per year than the rent for two (2) tie-down spaces at the Emmett Airport. Rent will be \$350.00. Rent is due on or before January 1 of each year. The method of calculating rent may be changed and the rent increased by Landlord on the third anniversary of the date of this agreement, and every three years thereafter during the term of this lease and any renewals of this lease, by giving notice sixty (60) or more days before the rent is due.
2. PROPERTY OF TENANT: Tenant shall obtain property insurance on all Property of Tenant located on the Premises and hereby releases and discharges Landlord of and from any liability for damage to the Property of Tenant. "Property of Tenant" shall mean and include all personal property of Tenant including structures, equipment, furniture, and personal belongings kept or used on or installed in the Premises that are owned by and separately assessed to Tenant.
3. WARRANTIES: There are no warranties by Landlord. Tenant, in executing this Lease, is relying upon its own judgment, information and inspection of the Premises.
4. ENTRY BY LANDLORD: Landlord shall have the right to enter the Premises at any reasonable time to examine the same and determine that Tenant is complying with the terms of this Lease.
5. INDEMNIFICATION: Tenant agrees to indemnify, defend and hold harmless Landlord and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Tenant, Tenant's agents, Tenant's employees, Tenant's representatives, Tenant's invitees, or any other person allowed on the Premises by Tenant.
6. HAZARDOUS WASTE AND HAZARDOUS MATERIALS: Tenant agrees not to store, generate, or otherwise use or bring upon the Premises, any hazardous waste as defined by Federal, State or local laws and regulations. All hazardous materials shall be stored and disposed of strictly in accordance with any State or Federal

regulations. Tenant shall hold Landlord harmless from any liability associated with Tenant's use or possession of hazardous materials.

7. USE OF PREMISES: Tenant will construct a hangar on the Premises for aeronautical purposes, primarily to store, maintain and construct aircraft. Except for hazardous materials, non-aeronautical items may be stored in the hangar provided the items do not interfere with the aeronautical use of the hangar. Items are generally considered to interfere with the aeronautical use of the hangar when they impede the movement of aircraft in and out of the hangar, or displace the aeronautical contents of the hangar. Tenant shall, at all times, comply with all laws, regulations and ordinances associated with the use of the Premises. Tenant shall not construct any additional buildings on the Premises without first obtaining Landlord's written permission. Tenant's use of the Premises shall not be changed without the written consent of Landlord. All use and operation on the Premises shall be in strict accordance to all applicable Local, State and Federal (FAA) rules and regulations.
8. USES NOT PERMITTED: Tenant shall not use and Tenant shall not permit anyone else to use the Premises for any of the following purposes:
 - (a) The operation of any business without written permission from the Landlord;
 - (b) Construction of any additional buildings without Landlord's written permission;
 - (c) Aircraft construction and maintenance not in accordance with Federal Aviation Regulations;
 - (d) Any residential use;
 - (e) The storage of any refuse or trash;
 - (f) Smoking by anyone in the hangar;
 - (g) Running the aircraft engine in the hangar;
 - (h) Fueling or de-fueling the aircraft in the hangar;
9. OPTION TO RENEW: Tenant shall have the right to renew the Lease for a period of twenty (20) years. If Tenant desires to renew the Lease, then written notice of such renewal shall be given not sooner than one (1) year and not less than one hundred twenty (120) days prior to the termination date of this Lease.
10. TERMINATION OF LEASE: In the event that Landlord ceases to own or operate the airport or finds that because of Federal, State or other restrictions, it is impractical to continue the Lease, or in the event that Landlord determines in its sole discretion that it is not in Landlord's best interest to continue with the Lease, this Lease shall terminate. Landlord shall give Tenant notice of such termination 90 or more days in advance of the termination date.
11. REPAIRS: Tenant shall repair damages, except those caused by normal use, to the airport and Premises which are the result of Tenant's action or of any invitee of

Tenant while making use of the airport or Premises. Repairs shall be completed within ninety (90) days of the date of any such damage. If Tenant cannot reasonably repair such damage within ninety (90) days, Tenant shall give notice to Landlord of that fact and request an extension of 90 days. Such an extension shall not be unreasonably withheld.

12. RELOCATION: In the event that Landlord undertakes airport renovation and/or expansion or any other project which requires the use of the Premises, Tenant shall relocate its hangar to another location. Landlord shall attempt to provide a comparable location for the substituted Premises. Landlord shall give Tenant written notice one (1) year in advance of when such relocation is required. Relocation shall be at Tenant's expense.
13. UTILITIES: Tenant shall pay before the same are delinquent all sewer, water, gas, electricity, power and other utilities used by Tenant. Tenant shall pay all connection costs, meter installation costs and any other costs associated with utilities used by Tenant. All installations must be approved by and comply with any municipal, state or federal laws and regulations.
14. TAXES AND ASSESSMENTS: Tenant shall pay all personal property taxes and assessment levied against Tenant's personal property, including the hangar and any other taxes associated with the Premises, promptly before the same become delinquent.
15. ACCESS: Tenant shall have access to the Premises by aircraft and by automobile. Automobiles may be parked inside the hangar while Tenant's aircraft is being operated, or at a parking area off of the aircraft ramps that is so designated.
16. LIENS: Tenant shall not suffer or permit any liens to be filed against the Premises or any part of the Premises. If a lien is filed against the Premises, Tenant shall cause the same to be removed of record within sixty (60) days after the date of the filing of the lien. Failure to remove the lien shall be a default under this Lease, or any renewal thereof.
17. FIRE HAZARDS: Tenant shall comply with all applicable fire codes.
18. WASTE PROHIBITED: Tenant shall not commit any waste or damage to the Premises and shall not permit any waste or damage to the Premises.
19. MAINTENANCE: Tenant shall keep and maintain the Premises in a neat and orderly manner and shall keep the Premises free from debris, garbage, and other unsightly material. Tenant shall maintain all leased surfaces not covered by asphalt or concrete in a weed-free condition.
20. LIABILITY INSURANCE: Tenant shall maintain a comprehensive liability insurance policy in an amount of not less than five hundred thousand dollars (\$500,000.00) covering the Premises during the terms of this lease. The policy shall provide coverage for all acts for which Tenant is required to indemnify Landlord under Paragraph 5 of this agreement. Tenant shall have Landlord named as an additional insured and shall provide Landlord with proof of current insurance during the term of this Lease, or any renewal thereof. The policy shall provide that the insurance

company shall give Landlord written notice of any proposed cancellation of the insurance 30 or more days in advance of such cancellation.

21. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease without the written consent of Landlord. Tenant may sublet the whole or any part of the Premises. Tenant shall promptly provide Landlord with the names and contact information of any sub-Tenants. If Tenant sublets, then Tenant shall remain liable to Landlord for full performance of Tenant's obligations.
22. ATTORNEY'S FEES: In the event an action is brought to enforce any of the terms or provisions of this Lease, or to enforce forfeiture thereof for default by either of the parties, the successful party in such action shall be entitled to recover from the losing party reasonable attorney's fees, together with such other costs as may be authorized by the court. Landlord shall be entitled to attorney's fees.
23. SERVICE OF NOTICES: Any notice may be served upon Landlord by certified mail, return receipt requested, to Landlord at 501 East Main Street, Emmett, ID 83617, and any notice may be served upon Tenant by certified mail, return receipt requested, to Tenant at the above address. Service of notice by certified mail shall be deemed complete upon the date of the post mark by certified mail. Either party may change the address for service of notice by written notice to the other party.
24. CONSTRUCTION OF STRUCTURE: Any construction approved by Landlord shall be in accordance with plans approved by Landlord. All plans and specifications shall be subject to the approval of the Landlord, the City of Emmett and the Gem County Building Inspector, the State of Idaho, and the FAA. All construction shall be at Tenant's own expense and must be according to the drawings and specifications submitted to and approved by Landlord prior to commencement of construction. Any changes must have the approval of all required approving agencies. Aesthetic design standards shall be determined by Landlord. Tenant shall comply with FAR Part 77 which requires that all such construction on an airport be coordinated with FAA using FAA Form 7460-1, "Notice of Proposed Construction or Alteration." Such forms shall be completed by the Tenant and approved by the Landlord before being submitted to the FAA. Tenant shall submit the form to the FAA unless otherwise directed by Landlord. Tenant shall provide a copy of all such forms to Landlord. The City Airport Advisory Committee with input from the Airport Manager shall approve the plans before construction is commenced. Structures shall be completed within one (1) year after construction has started.
25. NOTICE TO AIRMEN: Tenant shall notify the airport manager in writing when construction begins and when it ceases. The airport manager will request and cancel a NOTAM with the FAA in Boise, Idaho, for the appropriate time of construction.
26. SALE OF HANGAR: Tenant shall not sell the hangar without first obtaining written permission from Landlord. Landlord shall not unreasonably withhold its consent. Any sale shall be subject to the terms of this Lease.
27. REMOVAL OF STRUCTURE: At the termination of this Lease, Tenant shall be entitled to remove the hangar provided that the Tenant returns the Premises to the same or better condition as it existed immediately before Tenant commenced construction of the hangar. If the hangar has not been removed within 120 days

after the lease expires, it shall be considered the property of Landlord and Tenant shall have no further right or interest in the hangar.

28. DEFAULT: In the event Tenant fails to comply with any of the terms of this Lease, Landlord shall be entitled to give Tenant written notice of such default. If Tenant has not corrected such default within ninety (90) days after the date such notice was sent, Landlord may terminate this Lease at Landlord's option.
29. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

DATED this ____ day of _____, 2018.

LANDLORD:
CITY OF EMMETT, IDAHO

TENANT:

By: _____
Mayor

By: *Gordon Petrie*
JEANIE SATTERTHWAIT

Attest: _____
City Clerk

Jenny Satterthwait
Jenny Satterthwait

STATE OF IDAHO)
County of Gem) ss.

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared Gordon Petrie, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as the Mayor of the City of Emmett, Idaho.

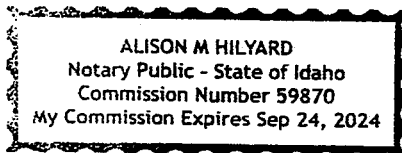
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
County of Ada) ss.

On this 16th day of November 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared Ernest and Jenny Satterthwait, known to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as the members of Airedale Adventures LLC, for said Idaho Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho

Residing at Ada County

My Commission Expires 9/24/2024

Alison M. Hilyard

Exhibit A

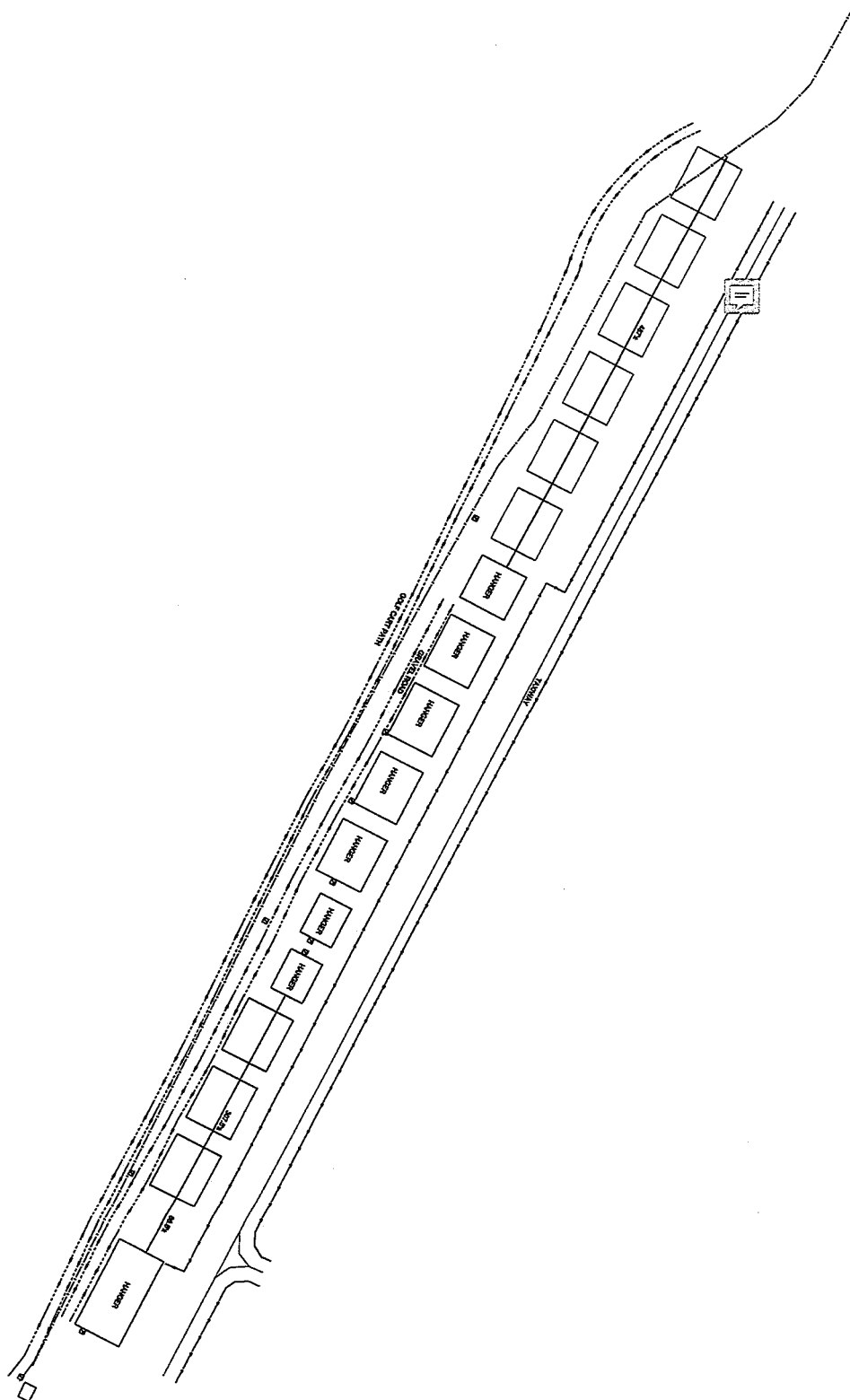


EXHIBIT MAP FOR THE CITY OF EMMETT
OF THE CITY OF EMMETT AIRPORT
LOCATED IN THE S1/2 OF THE SE1/4 OF SECTION 14,
T. 6 N., R. 2 W., B.M., GEM COUNTY, IDAHO
2018

TITLE: EXHIBIT MAP FOR THE CITY OF EMMETT AIRPORT						2030 S. WASHINGTON AVE. EMMETT, ID 83617 (208) 398-8104 FAX (208) 398-8105 WWW.SAWTOOTHLS.COM	OWNER/DEVELOPER: BRUCE EVANS CITY OF EMMETT	REVISIONS	No. BY DATE DESCRIPTION
DATE: 10/2018	DESIGNED BY:	DRAWN BY:	CHECKED BY:						
SHEET: 1	DRAWING # 18347-T	PROJECT # 18347							



CITY OF EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd Street
Emmett, Idaho 83617

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

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

City of Emmett
Mayor Gordon Petrie
Emmett City Council

Tuesday, November 20, 2018

RE: "Approval of LHTAC Key # 13493 S Johns Ave. E 12th to E 4th Pay Application # 31 to KELLER Associates signed in the amount of \$9067.09."

Mayor, City Council:

[X] Concur with approval of LHTAC Key # 13493 S Johns Ave. E 12th to E 4th Pay Application # 31 to KELLER Associates signed in the amount of \$9067.09.

Attached is Pay Application #31 as Exhibit A.

I recommend the following motion: "Motion to approve LHTAC Key # 13493 S Johns Ave. E 12th to E 4th Pay Application # 31 to KELLER Associates signed in the amount of \$9067.09."

Sincerely,

City of Emmett

Bruce Evans

**Superintendent
Public Works Department**

*Our vision:
Protecting and providing quality public
Improvements and services for City of Emmett*

Cc:
Clint Seamons, C.O.E. Assistant Superintendent of Public Works
Brian Sullivan, C.O.E. Planning/Building Administrator
Doricela-Millan Sotelo, C.O.E Building – Public Works Office Manager

Bruce Evans
Telephone # 208-365-9569, Fax # 208-365-4651
E-mail: bevans@cityofemmett.org

**Local Highway Technical
Assistance Council**

3330 Grace Street
Boise, Idaho 83703

Phone 208.344.0565
Fax 208.344.0789
Toll Free 1.800.259.6841

www.lhtac.org



Diana Thomas
Chairman

Gilbert Hofmeister
Vice Chairman

Todd Smith
Secretary/Treasurer

Jeff R. Miles, PE
Administrator

November 15, 2018

Sponsor: City of Emmet
Attention: Lyleen Jerome
EMAIL: ljerome@cityofemmett.org

Key No. 13493; S Johns Ave; E 12th to E 4th
Consultant to Pay: **Keller Associates**
Progress Report: 31
Amount to Pay: **\$9,785.33**

Agreement No. 9131

Dear Lyleen,

LHTAC has reviewed this invoice, please pay the consultant full invoice amount.

As a sponsor on a Federal-aid project, you can be reimbursed 92.66% of the invoice.

- ❖ Sign page two of the ITD-771 form as the "Second Reviewer" which is included in the invoice
- ❖ Submit a copy of your consultant payment and this invoice to: Bob Nelson, the ITD District 3 Records Inspector at bob.nelson@itd.idaho.gov

Please contact me if you have any questions.

Sincerely,

Wayne Herbel, P.E.
Agreement Administrator

Cc: Justin Walker – Keller Associates

Council Members

Association of Idaho Cities
Mayor Mac Pooler
City of Kellogg

Mayor Robert Berlin
City of Roberts

Mayor Diana Thomas
City of Weiser

Idaho Association of Highway Districts
Commissioner Neal Gier
Buhl Highway District

Commissioner Terry Werner
Post Falls Highway District

Commissioner Gilbert Hofmeister
Power County Highway District

Idaho Association of Counties
Commissioner Don Ebert
Clearwater County

Commissioner Mark Rekow
Gem County

Commissioner Todd Smith
Madison County

Ex-Officio Members
Jessica Harrison, Executive Director
Association of Idaho Cities

Nick Veldhouse, Executive Director
Idaho Association of Highway Districts

Seth Grigg, Executive Director
Idaho Association of Counties

Project: STC-7169, S Johns Ave, E 12th to E 4th St

Project No.: A013(493)

Keller Associates, Inc

Key No.: 13493

Agreement No.: 9131

ITD-771 Form Number: 31
 Invoice number: 31
 Agreement Amount: \$ 337,000.00
 Supplemental #1 \$ 15,040.00
 Supplemental #2 \$ 55,850.00
 Additional Services:
 Total Agreement Amt: \$ 407,890.00

PSA #1: \$ 100,000.00
 PSA #2: \$ 100,000.00
 PSA #3: \$ 100,000.00
 PSA #4: \$ 37,000.00
 PSA #S-1 \$ 15,040.00
 PSA #S-2 \$ 55,850.00

Begin Work: 3/31/2015
 Complete Work: 9/30/2018

Work through: 6/20/2018
 Time Expired: 1177

Total Days: 1279

Percent Time Elapsed: 92.0%

Previous Payments: \$ 373,042.98
 This Invoice: \$ 9,785.33

Total Payments: \$ 382,828.31
 Percent of Payments Paid: 93.9%
 Percent of PSA 1 Paid: 100.0%
 Percent of PSA 2 Paid: 100.0%
 Percent of PSA 3 Paid: 100.0%
 Percent of PSA 4 Paid: 32.3%
 Percent of PSA S1-1 Paid: 100.0%
 Percent of PSA S1-2 Paid: 100.0%

Fixed Fee:

This Invoice	To Date	Negotiated Fee
\$1,048.42	\$30,327.10	\$32,219.00
3%	94%	

Work Authority Number: T133980

LHTAC charges through: 3-31-18	Budget	Charged	Remaining	Percentage Spent
LHTAC charged (PL)	\$75,000.00	\$71,197.49	\$3,802.51	94.93%

Invoice Reviewed by:
 Wayne A. Herbel, P.E.
 11/6/2018

PROFESSIONAL SERVICES AUTHORIZATION and INVOICE SUMMARY

Consultant: Keller Associates, Inc.Agreement No: 9131Billing Ref No: 913106Authorization No: 4

Agreement Amounts	
Original Agreement:	\$337,000.00
Additional Services:	\$0.00
Supplementals:	\$70,890.00
TOTAL:	\$407,890.00

Consultant Invoice No: 31

PROJECT	Key Number	Project Number	Route	Location
	13493	A013(493)	STC-7169	S JOHNS AVE, E 12TH TO E 4TH ST, EMMETT

This document authorizes services to be performed as described below:

Number	Description	Amount
13493	Delivery of Complete PS&E Package	\$37,000.00
Compensation for Services Shall not Exceed:		\$37,000.00
Which Increases the Total Authorization Amount to		\$337,000.00

Authorization Issued (Agreement Administrator)

Holly McClure 10-16-17
Signature: Date:

Authorization Accepted (Consultant)

[Signature] 10/18/2017
Signature: Date:

Authorized Amount	Previous Invoices	This Invoice	Total to Date	Balance Authorized
\$37,000.00	2,152.98	9,785.33	11,938.31	25,061.69

Payment Requested (Consultant)

[Signature] 10/19/18
Signature: Date:

Payment Recommended (Agreement Administrator)

[Signature] 11/15/2018
Signature: Date:



Professional Agreement Invoice and Progress Report

ITD 0771 (Rev. 01-17)

Idaho Transportation Department

itd.idaho.gov

This page must be filled out monthly by the Consultant and forwarded to the Agreement Administrator with the monthly invoice. If necessary, attach additional sheets for continuation.

Key Number 13493	Project Number A013(493)	Project Name S Johns Ave; E 12th to 4th, Emmett, ID	Date 10/25/2018
Agreement Administrator Wayne Herbel		Progress Report Number 31	Agreement Number 9131
Consultant's Name Keller Associates, Inc.			Report/Billing Period (From and To) 4/1/2018 - 6/20/2018
Prompt Payment To Subconsultant(s) Verified <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 10/25/2018		Authorization Number 4	Invoice Number 31
Describe Work Accomplished During the Month (List Major Activities that were in progress during this period and estimate the remaining time for each.) Completed and submitted the final design package. We have also distributed the final utility correspondence letters.			
Summarize Work Completed to Date (Milestones Completed and Dates) (List Major Activities that were completed, including completion dates.) Final phase 1 report submitted to LHTAC on July 16, 2015 Final concept report submitted to LHTAC on October 30, 2015 Final Phase II/III report submitted to LHTAC on November 4, 2015 Final Phase IV report approved on February 5, 2016 Final Concept Report approved on March 8, 2016 Final Cultural Report submittal on March 15, 2016 Preliminary Design package submitted on March 14, 2016 Environmental Report Submittal on April 28, 2016 Public Hearing June 9, 2016 Environmental Evaluation Approval on Nov. 15, 2016 Submittal of Design Study Report on Nov. 15, 2016 Design Study Report Approved on January 11, 2017 Right-of-Way Plans Approved on June 6, 2017 Right-of-Way Acquisition completed in Feb. 2018 (reported by City) Final Design Package submitted on September 28, 2018			
List Information Required from ITD to Avoid Delays			
List Changes in Scope or Complexity that Requires a Supplemental Agreement or Time Adjustments Delays in the right of way acquisition will require another time extension which will be submitted shortly with a revised schedule.			
Printed Name Justin Walker, P.E.		Title Project Manager	Consultant's Signature

Distribution: DRI (Original) - Project File

Copy - Prime Consultant

Professional Agreement Invoice and Progress Report

ITD 0771 (Rev. 12-15 LHTAC)
itd.idaho.gov

Idaho Transportation Department

Status Report This page must be completed by the Agreement Administrator

A completed status report must accompany all Agreement invoices recommended for payment. The requested percentage of progress measurements for this report/billing period are required.

Key Number 13493	Program Number A013(493)	Progress Report Number 31	Agreement Number 9131
Agreement Time 1279 days	Time Passed 1177 days	Percent of Agreement Time Elapsed 92.0 %	Percent of Work Completed 93.0 %
Original Agreement Amount \$337,000.00	Supplemental(s) \$70,890.00	Current Agreement Amount \$407,890.00	Payments (Including this Payment) \$382,828.31
Percent of Agreement Dollars Paid 93.9 %			
Prompt Payment to Subconsultant(s) Verified <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Fixed Fee \$1,048.42	To Date \$30,327.10
Negotiated \$32,219.00			
If There is a Significant Variance Between the Percentages, Please Explain Project schedule and expenditures appear to be in balance.			
Consultant Invoice Number 31		This Payment Amount \$9,785.33	
Report Reviewed By Wayne A Herbel, PE			Review Date 11/15/2018

Consultant Performance To Be Completed Monthly by the Agreement Administrator

Work planned for this period was completed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Quality of work was completed satisfactory <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discussed performance with Consultant <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Explain 		
Performance: Describe the Consultants performance during this period Consultant has been responsive to LHTAC and the sponsor. It appears that this project will be completed on schedule.		
Response from Consultant: 		

- ☒ **Progress Payment:** I certify that the Agreement provisions have been reviewed, the invoice amount checked, progress is substantiated, significant material expenses have support documentation (receipts), and the costs billed are project related and represent the work accomplished. I hereby approve the progress estimate for payment.
- ☐ **Final Payment:** I certify that all work under the terms of the Agreement has been satisfactorily completed, any capital assets acquired have been delivered or value received, an affidavit of indebtedness received, and the project reviewed or audited and costs verified for work performed. I hereby approve final payment under the Agreement.

Agreement Administrator's Signature 	Date 11/15/2018	Second (Independent) Reviewer's Signature
---	---------------------------	---

Distribution: DRI (Original) - Project File

Copy - Prime Consultant



131 SW 5th Ave, Suite A
Meridian, ID 83642

(208) 288-1992

October 25, 2018

Wayne Herbel
LHTAC
3330 Grace Street
Boise, ID 83703

Re: S Johns Ave; E 12th to E 4th, Emmett, ID
Project No. A013(493), Key No. 13493

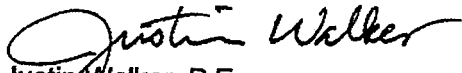
Dear Wayne:

Attached is a project update package including ITD 771 Progress Report No. 31, Invoice Statement No. 31, completed PSA, and updated project schedule.

Please contact me at (208) 288-1992 if you have any questions.

Sincerely,

KELLER ASSOCIATES, INC.


Justin Walker, P.E.
Project Manager

OCT 29 2018



131 SW 5th Ave, Suite A
Meridian, ID 83642
(208) 288-1992


Mr. Wayne Herbel
LHTAC
3330 Grace St.
Boise, ID 837403

Statement No. 31
October 19, 2018
Keller Project No. 215034-000

STC-7169 S. Johns Ave, E 12th to E 4th St., Emmett
Project No. A013(493) - Key No. 13493
Agreement No. 9131

Original Contract Cost Plus Fixed Fee:	
Supplemental No. 1	\$337,000.00
Supplemental No. 2	\$15,040.00
	<u>\$55,850.00</u>
	\$407,890.00
PSA No. 1 (Approved)	
PSA No. 2 (Approved)	\$100,000.00
PSA No. 3 (Approved)	\$100,000.00
PSA No. 4 (Approved)	\$100,000.00
PSA Supplemental No. 1 - S-1 (Approved)	\$37,000.00
PSA Supplemental No. 2 - S-1 (Approved)	\$15,040.00
TOTAL PSA'S	<u>\$55,850.00</u>
	\$407,890.00
Previous Billings:	\$373,042.98
Current Billings:	\$9,785.33
Total Billed To Date:	\$382,828.31
Amount Remaining in Approved PSA:	\$25,061.69
Total Previous Billings:	\$373,042.98
Total Billings Paid to Date:	<u>\$373,042.98</u>
Total of Previous Unpaid Billings:	\$0.00
Current Billing:	<u>\$9,785.33</u>

Submitted By:
KELLER ASSOCIATES, INC.


Justin Walker, P.E.

Statement No. 31

October 19, 2018

Keller Project No. 215034-000

Mr. Wayne Herbel
LHTAC
3330 Grace St.
Boise, ID 837403

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

Professional Services: April 1, 2018 through June 20, 2018

NAME	TOTAL HOURS	RATE	=	COST
Bakker, Steven	23.5 ✓	\$33.17 ✓	=	\$779.50 ✓
Cushing, Morgan	1 ✓	\$17.00 ✓	=	\$17.00 ✓
Hulslander, Eric	13 ✓	\$45.12 ✓	=	\$586.56 ✓
Neiwert, Adam	4.25 ✓	\$43.70 ✓	=	\$185.73 ✓
Reese, Lotwick	3 ✓	\$60.00 ✓	=	\$180.00 ✓
Sorenson, Jeffrey	49.5 ✓	\$27.89 ✓	=	\$1,380.56 ✓
Walker, Justin	4 ✓	\$47.60 ✓	=	\$190.40 ✓
	<u>98.25</u>			<u>\$3,319.75 ✓</u>
Combined Multiplier		1.6318 ✓		<u>\$5,417.16 ✓</u>
LABOR AND INDIRECT COST:				<u>\$8,736.91</u>
FIXED FEE (Proration of Labor Not-to-Exceed \$26,009.00) 12% ✓				\$1,048.42 ✓
TOTAL KELLER ASSOCIATES LABOR COST:				\$9,785.33
<u>DIRECT COSTS</u>				
SUBCONSULTANTS:				
TOTAL SUBCONSULTANTS:				\$0.00
KELLER REIMBURSABLE EXPENSES				
TOTAL REIMBURSABLES:				\$0.00
TOTAL AMOUNT DUE THIS INVOICE:				<u>\$9,785.33 ✓</u>

Project	215034-000	Emmett - S. Johns Ave; E 12th to E 4th	Invoice	0000031
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Billing Backup

Keller Associates, Inc.

Invoice 0000031 Dated 10/19/2018

Friday, October 19, 2018

1:47:16 PM

Project	215034-000	Emmett - S. Johns Ave; E 12th to E 4th KN 13493 (LHTAC)
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Task	001	Project Management
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Professional Personnel

			Hours	Rate	Amount
00167	Cushing, Morgan	4/3/2018	.50	17.00	8.50
00167	Cushing, Morgan	4/5/2018	.50	17.00	8.50
	Totals		<u>1.00</u>		17.00
	Total Labor				17.00

Total this Task \$17.00

Task	007	Final Design
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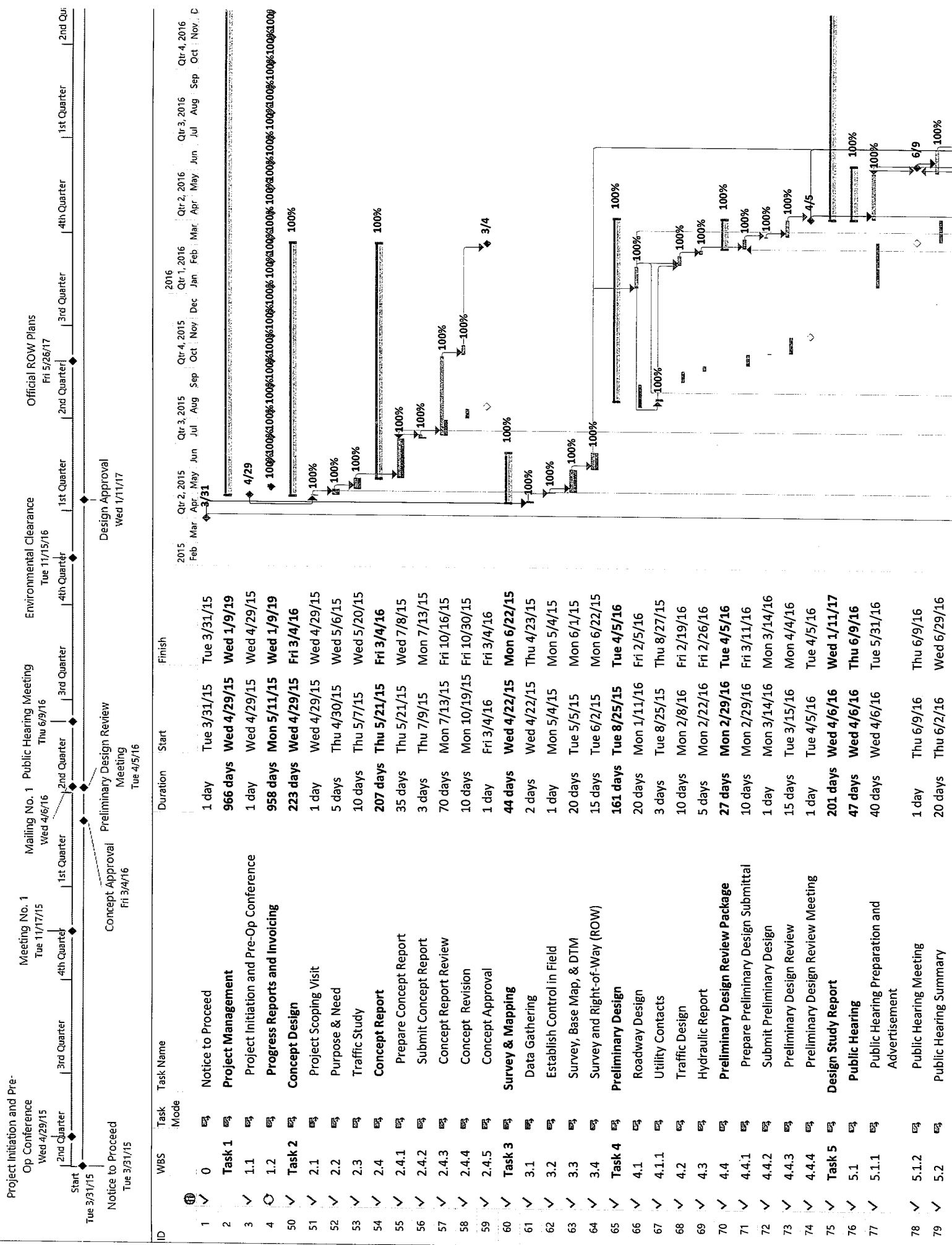
Professional Personnel

			Hours	Rate	Amount
00171	Bakker, Steven	5/23/2018	3.00	33.17	99.50
00171	Bakker, Steven	5/24/2018	1.50	33.17	49.76
00171	Bakker, Steven	5/25/2018	4.50	33.17	149.27
00171	Bakker, Steven	5/29/2018	2.00	33.17	66.34
00171	Bakker, Steven	6/19/2018	4.50	33.17	149.27
00171	Bakker, Steven	6/20/2018	<u>8.00</u>	33.17	265.36
00041	Huislander, Eric	5/21/2018	1.50	45.12	67.68
00041	Huislander, Eric	5/23/2018	1.50	45.12	67.68
00041	Huislander, Eric	5/25/2018	5.00	45.12	225.60
00041	Huislander, Eric	6/8/2018	.50	45.12	22.56
00041	Huislander, Eric	6/11/2018	2.50	45.12	112.80
00041	Huislander, Eric	6/13/2018	.50	45.12	22.56
00041	Huislander, Eric	6/19/2018	.50	45.12	22.56
00041	Huislander, Eric	6/20/2018	1.00	45.12	45.12
00158	Neiwert, Adam	6/11/2018	<u>.25</u>	43.70	10.93
00158	Neiwert, Adam	6/13/2018	4.00	43.70	174.80
00179	Reese, Lotwick	6/12/2018	<u>2.00</u>	60.00	120.00
00179	Reese, Lotwick	6/13/2018	1.00	60.00	60.00
00120	Sorenson, Jeffrey	5/30/2018	6.00	27.89	167.33
00120	Sorenson, Jeffrey	6/4/2018	4.00	27.89	111.56
00120	Sorenson, Jeffrey	6/6/2018	4.00	27.89	111.56
00120	Sorenson, Jeffrey	6/7/2018	4.00	27.89	111.56
00120	Sorenson, Jeffrey	6/11/2018	5.50	27.89	153.40
00120	Sorenson, Jeffrey	6/12/2018	4.00	27.89	111.56
00120	Sorenson, Jeffrey	6/13/2018	6.50	27.89	181.29
00120	Sorenson, Jeffrey	6/14/2018	4.00	27.89	111.56
00120	Sorenson, Jeffrey	6/18/2018	2.00	27.89	55.78
00120	Sorenson, Jeffrey	6/19/2018	2.00	27.89	55.78
00120	Sorenson, Jeffrey	6/20/2018	<u>7.50</u>	27.89	209.18
00017	Walker, Justin	5/18/2018	2.50	47.60	119.00
00017	Walker, Justin	5/21/2018	1.00	47.60	47.60
00017	Walker, Justin	5/29/2018	.50	47.60	23.80
	Totals		97.25		3,302.75
	Total Labor				3,302.75

Project	215034-000	Emmett - S. Johns Ave; E 12th to E 4th	Invoice	0000031
			Total this Task	\$3,302.75
			Total this Project	\$3,319.75
			Total this Report	\$3,319.75

Project: STC-7169, S John's Ave, E 12th to E 4th St, Emmett			Sponsor:	City of Emmett					
Project No.: A013(493)			Consultant:	Keller Associates					
Key No.: 13493			Agreement No.:	9131					
ITD Project True Minimum Milestones:			Planned	Revised	Actual	Percent Complete			
Planning	State/Local Agreement Design								
	Project Charter & Schedule								
	Consultant Agreement					3/31/2015			
Conceptual Design	Notice to Proceed					3/31/2015	100%		
	Kick-off Meeting	4/29/2015			4/29/2015	100%			
	Phase I Rpt or Waiver	5/26/2015			7/21/2015	100%			
	Final Concept Report	7/10/2015	11/15/2015		10/30/2015	100%			
	Final TS&L Report (Bridge)	N/A			N/A	N/A			
Preliminary Design	Concept Approval					8/17/2015	12/1/2015	3/8/2016	100%
	Phase II Report	8/18/2015	10/29/2015		11/4/2015	100%			
	Phase III Report	9/29/2015	11/2/2015		11/4/2015	100%			
	Preliminary Design Package Sub.	10/22/2015	3/14/2016		3/14/2016	100%			
	Preliminary Design Review	10/23/2015	4/4/2016		4/13/2016	100%			
	Hydraulics Rpt - Fm 210 Approval (BR)	10/7/2015	2/26/2016		N/A	N/A			
	Phase IV Rpt Approval (Bridge)	N/A	N/A		N/A	N/A			
	Situation & Layout Approval (Bridge)	N/A	N/A		N/A	N/A			
	Biological Evaluation Approval	N/A	N/A		N/A	N/A			
	Cultural Resource Report	7/29/2015	12/2/2015		12/14/2015	100%			
	Cultural Resource Report Approval	10/9/2015	2/12/2016		4/16/2016	100%			
	Wetlands Delineation Report	N/A	N/A		N/A	N/A			
	Environmental Evaluation Report	10/23/2015	2/26/2016		4/28/2016	100%			
	Environmental Document Approval	2/1/2016	6/15/2016		11/15/2016	100%			
	Public Hearing Submittal or Waiver	4/6/2016	6/22/2016		6/9/2016	100%			
	Hearing Complete (Wavier)	3/9/2016	6/23/2016		6/9/2016	100%			
	Design Approval	4/25/2016	8/9/2016		1/1/2017	100%			
Final Design	Initiate R/W Purchase Process					4/26/2016	1/19/2017	5/10/2017	95%
	Phase V Rpt Submittal	11/10/2015	12/14/2016		12/10/2015	100%			
	Final Design Submittal	11/24/2016	6/23/2017		9/28/2018	70%			
	Final Design Review	11/25/2016	7/17/2017			0%			
	R/W Certifiable (ITD)	ITD	ITD			95%			
PS&E	Agreements/Permits Complete					ITD	ITD		0%
	PS&E Submittal	3/28/2017	12/20/2017			0%			
	Environmental Re-Evaluation					0%			
	RE File Submittal	3/30/2017	12/22/2017			0%			
Construction	State/Local Agreement Construction								
	Project Design Close-out								
	Project Construction Close-out								

	NTP	Completion
Original Agreement	3/31/2015	3/31/2017
Supplemental Agreement #1	9/28/2015	6/16/2017
Supplemental Agreement #2	8/12/2016	8/13/2017
Supplemental Agreement #3		
Time Extension Modification	11/29/2016	9/30/2018



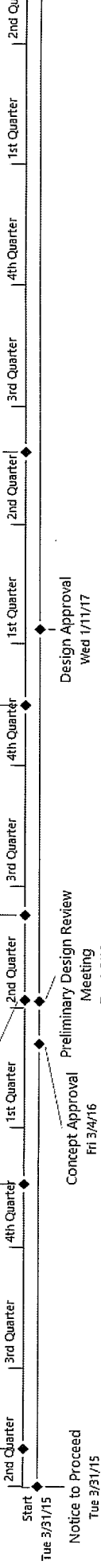
Project Initiation and Pre-Op Conference
Wed 4/29/15

Meeting No. 1
Tue 11/17/15

Mailing No. 1 Public Hearing Meeting
Wed 4/6/16

Environmental Clearance
Tue 11/15/16

Official ROW Plans
Fri 5/26/17



ID	WBS	Task Mode	Task Name	Duration	Start	Finish
88	6.3	EQ	ROW Acquisition	120 days	Mon 6/19/17	Mon 12/4/17
89	Task 7	EQ	Final Design	469.2 days	Thu 1/12/17	Wed 10/31/18
90	7.1	EQ	Stakeholder Coordination	5 days	Thu 1/12/17	Wed 1/18/17
91	7.2	EQ	Roadway Design	40 days	Thu 1/19/17	Wed 3/15/17
92	7.3	EQ	Utilities & Drainage	20 days	Mon 7/17/17	Fri 8/11/17
93	7.4	EQ	Sediment & Erosion Control Plans	10 days	Mon 4/16/18	Fri 4/27/18
94	7.5	EQ	Irrigation Design	10 days	Mon 4/30/18	Fri 5/11/18
95	7.6	EQ	Intersection & Illumination	10 days	Mon 5/14/18	Fri 5/25/18
96	7.7	EQ	Traffic Design	15 days	Mon 5/28/18	Fri 6/15/18
97	7.8	EQ	Final Design Plan Set	82.2 days	Mon 7/9/18	Wed 10/31/18
98	7.8.1	EQ	Prepare Final Design Submittal	10 days	Mon 7/9/18	Fri 7/20/18
99	7.8.2	EQ	Submit Final Design	1 day	Mon 7/23/18	Mon 7/23/18
100	7.8.3	EQ	Final Design Review	21 days	Tue 7/24/18	Wed 10/31/18
101	7.8.4	EQ	Final Design Review Meeting	1 day	Tue 10/30/18	Wed 10/31/18
102	7.9	EQ	General Design	15 days	Mon 6/18/18	Fri 7/6/18
103	Task 8	EQ	PS&E	48 days	Wed 10/31/18	Mon 1/7/19
104	8.1	EQ	Revise Final Design	22 days	Wed 10/31/18	Fri 11/30/18
105	8.2	EQ	Revise Utility Plans	10 days	Fri 11/30/18	Fri 12/14/18
106	8.3	EQ	PS&E Preparation and Deliverables	10 days	Fri 12/14/18	Fri 12/28/18
107	8.4	EQ	PS&E Submittal	1 day	Fri 12/28/18	Mon 12/31/18
108	8.5	EQ	Assemble Resident Engineer File	5 days	Mon 12/31/18	Mon 1/7/19
109	8.6	EQ	Construction Related Services (by LHTAC)	0 days	Mon 1/7/19	Mon 1/7/19
110	Task 9	EQ	Environmental Services	404 days	Thu 4/30/15	Tue 11/15/16
111	9.1	EQ	Administration	403 days	Thu 4/30/15	Mon 11/14/16
112	9.2	EQ	Document Review	15 days	Wed 3/16/16	Tue 4/5/16
113	9.3	EQ	Provide Project Information	5 days	Tue 9/15/15	Mon 9/21/15
114	9.4	EQ	Environmental Clearance	1 day	Tue 11/15/16	Tue 11/15/16
115	Task 10	EQ	Materials Reports	267 days	Wed 4/1/15	Thu 4/7/16
116	10.1	EQ	Administration	160 days	Wed 4/1/15	Thu 4/7/16
117	10.2	EQ	Constructibility	2 days	Tue 3/22/16	Wed 3/23/16
118	10.3	EQ	Materials Reports	212.5 days	Wed 4/1/15	Fri 1/22/16
119	10.3.1	EQ	Phase I Report	40 days	Wed 4/1/15	Tue 5/26/15
120	10.3.2	EQ	Phase II Report	60 days	Wed 5/27/15	Thu 11/26/15
121	10.3.3	EQ	Phase III Report	30 days	Wed 8/19/15	Mon 11/30/15
122	10.3.4	EQ	Phase V Report	30 days	Mon 11/30/15	Fri 1/22/16



CITY OF EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd Street
Emmett, Idaho 83617

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

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

City of Emmett
Mayor Gordon Petrie
Emmett City Council

Tuesday, November 20, 2018

RE: “Approval of Mayor signature on STATEMENT OF AGREEMENT Idaho Unified Certification Program Attachment to IUPC Agreement.”

Mayor, City Council:

[X] Concur with obtaining mayor signature on STATEMENT OF AGREEMENT Idaho Unified Certification Program Attachment to IUPC Agreement

Attached are the Agreement Establishing the Idaho Unified Certification Program For the Disadvantaged Business Enterprise Program in the State of Idaho” and “STATEMENT OF AGREEMENT Idaho Unified Certification Program as Exhibit A.

I recommend the following motion: “Motion to approve Mayor signature on STATEMENT OF AGREEMENT Idaho Unified Certification Program Attachment to IUPC Agreement.”

Sincerely,

City of Emmett

Bruce Evans

**Superintendent
Public Works Department**

*Our vision:
Protecting and providing quality public
Improvements and services for City of Emmett*

Cc:
Clint Seamons, C.O.E. Assistant Superintendent of Public Works
Brian Sullivan, C.O.E. Planning/Building Administrator

Bruce Evans
Telephone # 208-365-9569, Fax # 208-365-4651
E-mail: bevans@cityofemmett.org

STATEMENT OF AGREEMENT
Idaho Unified Certification Program
Attachment to IUPC Agreement

The Unified Certification Program process developed and implemented by the Idaho Transportation Department for the State of Idaho has been reviewed by the agency listed below. We acknowledge the IUPC Agreement is made and entered into by and between the participating agency noted below and the Idaho Transportation Department.

We recognize this program as the authorizing process for certification, recertification and decertification of firms in the Disadvantaged Business Enterprise Program for the State of Idaho as required by 49 CFR §26.81.

BY: _____

DATE: _____

AGENCY: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

SIGNATURE: _____

RETURN STATEMENT OF AGREEMENT TO:

civilrights@itd.idaho.gov

Office of Civil Rights
Idaho Transportation Department
P.O. Box 7129
Boise, Idaho 83703-1129

**Agreement Establishing
The Idaho Unified Certification Program
For the Disadvantaged Business Enterprise Program
in the State of Idaho**

THIS AGREEMENT is made and entered into by and between the attached listed Recipients and the Idaho Transportation Department (ITD), each a recipient as that term is defined by 49 CFR §26.81 and in accordance with the ITD approved Disadvantaged Business Enterprise (DBE) Program.

WHEREAS, 49 CFR §26.81 requires federal transportation fund recipients of a state to create a Unified Certification Program (UCP) as part of each recipient's DBE program; and

WHEREAS, the parties require certification, renewal, and decertification of firms as a DBE; and

WHEREAS, all recipients of federal transportation funds in this state are covered by the requirements of 49 CFR §26.81, and are also required to participate in a Unified Certification Program; and

WHEREAS, the parties desire to join together for cooperative action pursuant to carrying out the requirements of 49 CFR §26 and to establish an Idaho Unified Certification Program (IUCP); and

WHEREAS, the governing board of each party has by resolution authorized the entering into of the Agreement and the establishment of the IUCP; and

WHEREAS, by that agreement each current recipient and/or future recipients identified by the ITD are bound by the requirements of the IUCP and agree to abide by the requirements of the IUCP which is a continuation of the ITD current and previous process.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive therefrom, the parties agree as follows:

ARTICLE I: PURPOSES

The parties have entered into this Agreement for the purposes of creating an Idaho Unified Certification Program (IUCP) to be administered by the Idaho Transportation Department Office of Civil Rights (OCR). The ITD OCR will oversee the process for designation of a Certification Committee as stated in the approved ITD DBE Program under section III DBE Certification Process, A. Certification Committee. This Certification Committee will perform DBE certification, renewal, and decertification for Idaho recipients.

ARTICLE II: SERVICES

Section 2.1. Idaho Unified Certification Program

The IUCP is hereby created and implemented in accordance with 49 CFR §26.81, as amended.

- a. The IUCP will follow all certification, renewal, and decertification procedures in accordance with the certification standards of CFR 49, Subpart D of §26, the certification procedures of Subpart E of §26 and Subpart C of §23 as applied by the ITD in its DBE Program. This is addressed in the DBE Program Plan in Subpart E – DBE Certification Procedures. The Application Procedure for Certification as follows:
- i. Applications are conducted online at: <https://itd.dbesystem.com>
 - ii. The ITD DBE Program Coordinator reviews the application and documentation to verify that the information is complete and then requests that the appropriate district Safety Compliance Officer (SCO) perform an on-site review.
 - iii. The Certification Committee will meet every thirty (30) days or sooner if necessary. The Certification Committee will make eligibility decisions within 90 days of receipt of all required information.
 - iv. Out of state firms applying for certification must be certified within their home state to qualify for the Idaho program. On-site-reviews from the out-of-state applicant will be accepted from the home state certification entity. See Subpart E.4, "Interstate Certification", in the DBE Program Plan.
 - v. A firm that believes that they have been wrongly denied certification may appeal in writing to the United States Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Program Division, 1200 New Jersey Avenue SE, Washington, D.C. 20590. Appeals must be submitted within ninety (90) days after certification has been denied.
 - vi. A firm that receives a Notice of Intent to Decertify may request an informal hearing by the selected Hearing Officer. Requests for an oral hearing must be submitted within 10 days of the notification and will be conducted within 30 days of receipt of the request. A hearing request for written arguments must be submitted within 30 days and then the selected Hearing Officer will make a decision within 30 days from receipt of the request. Any request for a hearing must be directed to Office of Civil Rights Manager (OCRM) at the Idaho Transportation Department, 3311 West State Street, Boise, Idaho 83703-1129.
 - vii. The Idaho electronic DBE Directory located on the ITD website will be updated with additions, deletions, and other changes as they occur. In addition to this update, upon request interested members of the IUCP will be notified of changes as they occur.
- b. The IUCP will cooperate fully with oversight, review and monitoring activities of the United States Department of Transportation (USDOT) and its operating administrations.

- c. The IUCP will implement USDOT directives and guidance concerning certification, renewal, and decertification procedures in accordance with the certification standards of CFR 49, Subpart D of §26, the certification procedures of Subpart E of §26 and Subpart C of §23 as applied by the approved ITD DBE Program Plan.
- d. Each recipient party to this Agreement shall ensure that the IUCP has sufficient resources and expertise to carry out the requirements of 49 CFR §26 and §23. The ITD Office of Civil Rights is currently receiving appropriate resources to provide the needed actions to meet the requirements of 49 CFR §26 in the establishment and implementation of the IUCP.
- e. The IUCP will be fully implemented within 120 days of the Secretary's approval of the IUCP on the following schedule:
 - i. Within 90 days of the Secretary's approval of the IUCP, each party to this agreement will begin to utilize the unified procedures set forth in the IUCP Agreement.
 - ii. Within 120 days after the Secretary's approval of the IUCP, the Committee will begin to meet on a regular basis as required to certify DBE applicants.
 - iii. Within 60 days after the Secretary's approval the IUCP will post the unified DBE Directory on its website.

Section 2.2. Idaho Unified Certification Committee

The ITD/OCRM is identified as the administrator of the IUCP and responsible for the process for designation of the Certification Committee (Committee) which is established to administer the IUCP certifications as required by the approved ITD DBE Program Plan and CFR 49 §26, Subpart D and Subpart E and §23, Subpart C.

Section 2.3. DBE Directory

An online DBE Directory will be maintained by the ITD/OCR at <https://itd.dbesystem.com>.

Section 2.4. Classification of Business and Financial Information

Each recipient under this Agreement shall safeguard from disclosure to unauthorized person information that may reasonably be considered confidential business information consistent with Federal, State and local law.

ARTICLE III: TERM AND SCOPE OF AGREEMENT

Section 3.1. Term

This agreement shall be effective immediately upon its execution by all the parties hereto and the approval of the IUCP by the Secretary of the USDOT. This Agreement

and the IUCP shall continue in force as long as required by federal laws and regulations, unless terminated pursuant to Section 3.2. of the Agreement.

Section 3.2. Early Termination

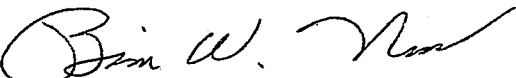
Any party to this Agreement may terminate its relationship to the IUCP upon a showing of non-recipient status, provided approval is given by USDOT for such termination.

Section 3.3. Limited Agreement

This Agreement is limited in scope and nothing contained in this Agreement shall imply any relationship between any of the signing parties beyond the creation and implementation of the IUCP.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below and attached:

IDAHO TRANSPORTATION DEPARTMENT

BY: 
BRIAN W. NESS, Director

DATE: 10/12/2017

[illegible]



CITY ORDINANCE

October Report

NEW	NEW	RESOLVED	OUTSTANDING
Junk / Abandoned Vehicles	7	7	6
Parking Violations	5	5	0
Prohibited Accumulations	0	4	2
Sidewalk Obstruction	2	2	1
Weeds/Trees	0	37	14
Animals Present / No permit	15	37	24
*Misc. Other	4	13	7
Citizen Complaint	11		
Officer Initiated	22		

***Description of Misc Other -**



EMMETT POLICE DEPARTMENT

October Patrol Statistics

	TOTAL
Felony Arrests - Male	3
Felony Arrests - Female	2
Misd. Arrests - Male	6
Misd. Arrests - Female	3
Infraction Cite	107
Dispatched Calls	381
Reports	62
Dogs Taken to Pound	8
Ordinance Calls	2

Traffic Stops

Total Stops	192
Citations issued	59
Oral Warning	127
Unfounded	0

Community Involvement

Chief Kunka assists a first grade teacher at Carberry Elementary once a week by teaching a topic in science every month.

Members of The Emmett Police Department Command Staff met with GCSO Administration and members of The Boise Police Department to discuss an upcoming Bicycle Race, Gran Fondo, that will involve a number of counties involvement this upcoming July.

EPD assisted The Emmett High School with the home coming parade, football game and dance.

Officer Mason and Chief Kunka taught stranger danger to two different pre-schools and all of the kindergarten classes at Shadow Butte Elementary.

SRO, Mayor and Fire Department assisted Principal Winegar with recognizing National Walk or bike to school day at the Emmett Middle School.

City Officials met with a representative from Ride Idaho to discuss the use of the city park for a bicycle event this upcoming summer.

Chief Kunka attended board meeting for the Recovery Center.

Chief Kunka was a panel member for senior projects at Black Canyon High School.

Members of the Emmett Police Department, GCSO, ISP and other government officials assisted with an escort to honor Private Ashley to The Emmett Cemetery.

Officer Mason met with community members to plan a bicycle rodeo during Youth Appreciation Day.

Emmett Police Department hosted Drug Take Back event on a Saturday.

On Halloween representatives from all local first responder agencies hosted the annual trunk or treat event. EPD also had representatives at Carberry's costume parade.

CASE SUMMARY REPORT

From 10/01/2018 To 10/31/2018

EMMETT POLICE DEPARTMENT

Date	Time	Initial Remarks
10/01/2018	4:58 am	PLACED MALE SUBJECT ON MENTAL HOLD
10/01/2018	9:15 am	INVESTIGATED MALE SUBJECT FOR POSSESSION OF CONTROLLED SUBSTANCE AND PARAPHERNALIA
10/01/2018	5:18 pm	ASSISTED WITH AMBULANCE CALL JUVENILE FEMALE SMOKED UNKNOWN SUBSTANCE
10/02/2018	8:30 am	
10/02/2018	12:48 pm	CITY ORDINANCE - CHICKENS PRESENT (NO PERMIT) & ROOSTER PRESENT
10/02/2018	4:00 pm	INVESTIGATED A LEWD CONDUCT, OCCURED WHEN FEMALE VICT WAS AGE 7
10/02/2018	5:34 pm	INVESTIGATION- INTERNET SWINDLE
10/03/2018	3:30 am	RECOVERED STOLEN VEHICLE/LICENSE PLATE
10/03/2018	10:11 pm	ARRESTED 37 YOA MALE FOR DISCHARGING A FIREARM AT A HOUSE
10/04/2018	11:30 am	
10/04/2018	2:35 pm	RESPONDED TO A NON- INJURY ACCIDENT 250 S WASHINGTON AVE
10/04/2018	3:32 pm	RESPONDED TO A FOUND BIKE CALL
10/05/2018	7:05 pm	RESPONDED TO A NON INJURY ACCIDENT IN THE HIGHSCHOOL PARKING LOT
10/06/2018	8:35 am	ASSISTED DEPUTY ARMSTRONG WITH DUI INVESTIGATION
10/06/2018	2:32 pm	ARRESTED A 37 YOF FOR A FELONY WARRANT
10/07/2018	7:23 pm	INVESTIGATED A PROTECTION ORDER VIOLATION AND A MALICIOUS INJURY TO PROPERTY INVOLVING A 48 YOF
10/08/2018	9:21 am	INVESTIGATED FOUND DRUG AND PARAPHERNALIA
10/08/2018	4:10 pm	ARREST 40 YOM BATTERED 40 YOM
10/08/2018	5:34 pm	RESPONDED TO A NON INJURY ACCIDENT IN THE 700 BLK OF S WASHINGTON
10/09/2018	12:08 pm	2 VEHICLE COLLISION W INJURY TO PASSENGER - 40 YO MALE CITED FOR INATTENTIVE DRIVING
10/09/2018	3:30 pm	INVESTIGATED AN AGGRAVATED ASSAULT INVOLVING TWO 13 YOA MALES
10/10/2018	3:48 pm	INVESTIGATED A THEFT REPORT; WRITTEN AS INFO ONLY FOR INSURANCE PURPOSE
10/10/2018	4:22 pm	INVESTIGATED TRAFFIEC ACCIDENT - CITED FOR FAILURE TO STOP
10/12/2018	11:06 pm	ARRESTED 47 YOA MALE FOR AGGRAVATED ASSAULT
10/14/2018	5:58 pm	CITED A 31 YOF FOR DWP, NO INSURANCE, FAIL TO REGISTER VEHICLE
10/15/2018	11:17 am	INVESTIGATED AN ILLEGAL DUMPING
10/15/2018	2:00 pm	INVESTIGATED A POSSESION OF MARIJUANA AND THEFT SUSPECT BEING A 16 YOA FEMALE
10/17/2018	12:15 am	INVESTIGATED MALICIOUS INJURY TO PROPERTY OF THREE VEHICLES TRAVELING DOWN CHEROKEE AVE.
10/17/2018	7:30 am	INVESTIGATED A VEHICLE COLLISION
10/17/2018	1:00 pm	INVESTIGATING A THEFT THAT OCCURED
10/18/2018	2:09 pm	CITY ORDINANCE - PROHIBITED PARKING - 5TH WHEEL IN ROADWAY
10/18/2018	2:20 pm	CITY ORDINANCE - SIDEWALK REPAIR
10/18/2018	2:21 pm	CITY ORDINANCE - SIDEWALK HAZARDS
10/18/2018	3:18 pm	CITY ORDINANCE - DOGS AT LARGE (X2), NO LICENSES (X2), WARNING VICIOUS
10/18/2018	5:03 pm	INVESTIGATED AGGRAVATED BATTERY IN A FIGHT BETWEEN 39 YOA MALE AND 35 YOA MALE
10/19/2018	12:57 am	RESPONDED TO A VANDALISM CALL
10/19/2018	11:01 pm	TRAFFIC STOP- FAILURE TO PROVIDE PROOF OF INSURANCE 2ND OFFENCE
10/20/2018	6:00 pm	INVESTIGATED A DOG BITE OF A 3 YOA
10/21/2018	5:00 pm	INVESTIGATED A MINOR 10-50 PI VEHICLE VS BIKE
10/23/2018	10:43 am	INVESTIGATED A 16 YOA MALE FOR POSSESSION OF A WEAPON AT SCHOOL
10/23/2018	1:23 pm	INVESTIGATED A VANDALISM THAT HAS BEEN OCCURING SINCE APPROXIMATELY 10/01/2018
10/23/2018	10:04 pm	INVESTIGATED OUT OF CONTROL 15 YO JUVENILE
10/24/2018	3:40 pm	RESPONDED TO HIT AND RUN
10/25/2018	7:41 am	RESPONDED TO A TWO VEHICLE COLLISION, NO INJURES, NO LANE BLOCKAGE

CASE SUMMARY REPORT

From 10/01/2018 To 10/31/2018

EMMETT POLICE DEPARTMENT

Date	Time	Initial Remarks
10/25/2018	7:05 pm	ARRESTED A 62 YOF FOR EXCESSIVE OUT OF STATE DUI
10/26/2018	2:00 pm	CITY ORDINANCE - CHICKENS PRESENT / NOT PENNED UP
10/26/2018	5:46 pm	INVESTIGATED AND ARRESTED A 42 YOA MALE FOR DUI
10/27/2018	3:39 am	20 YOF BATTERED BY 20 YOM
10/27/2018	2:52 pm	INVESTIGATED BURGLARY OF UNATTACHED GARAGE
10/29/2018	4:59 pm	INVESTIGATED A RUNAWAY AND SEIZED DRUGS AND PARAPHERNALIA FROM A 36 YOF
10/29/2018	5:31 pm	LOCATED A 17 YOA FEMALE RUNAWAY OUT OF GCSO
10/30/2018	7:11 am	CITY ORDINANCE - PROHIBITED PARKING - TRAILER PARKED W/ TIME EXCEEDED
10/30/2018	11:06 am	CITY ORDINANCE - JUNK/ABANDONED VEHICLE
10/30/2018	12:58 pm	CITY ORDINANCE - DOGS AT LARGE, TOO MANY & NOT LICENSED - JUNK VEH X2, TRAILER EXCEEDED 72-HR LIMIT
10/30/2018	12:58 pm	CITY ORDINANCE - DOG LICENSING X2
10/30/2018	12:58 pm	CITY ORDINANCE - DOG LICENSING
10/30/2018	1:00 pm	CITY ORDINANCE - WEED VIOLATION - EMPTY PLAT
10/30/2018	9:54 pm	INVESTIGATED SUSPICIOUS CIRCUMSTANCE OF 2 MONTH OLD WITH BROKEN ARM
10/31/2018	7:20 am	RESPONDED TO A NON-INJURY ACCIDENT IN THE ALBERTSONS PARKING LOT
10/31/2018	8:08 am	ARRESTED A 12 YOA FEMALE FOR POSSESSION OF MARIJUANA
10/31/2018	1:10 pm	CITY ORDINANCE - LIVING IN CAMPER
10/31/2018	6:35 pm	CITY ORDINANCE - POSS JUNK VEHICLES
10/31/2018	6:40 pm	CITY ORDINANCE - POSSIBLE NOISE VIOLATION

Count: 63

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