

## City of Emmett Council Meeting

October 23, 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**. Al Cinnamon offered the **Community Invocation**.

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

**Staff Present:** City Attorney Jake Sweeten, Superintendent of Public Works Bruce Evans, Clint Seamons, Systems Administrator Mike Knittel, Building Official Brian Sullivan, Emmett Fire Deputy Tim Perkins, Emmett Library Alyce Kelley, Charmaine Williams, and City Clerk Lyleen Jerome.

**Public Present:** Carla Porath, 403 E 2<sup>nd</sup> St, Emmett, Angie Kurta, 132 S Washington, Emmett, Bill Kurta, 132 S Washington, Emmett, Cindy Briggs, 867 W Comanche, Emmett, Al Cinnamon, 610 S Hawthorne, Emmett, Krista Cole, GCCC, Charmaine Williams, Emmett Police Dept.

**Amendments to the Agenda** – None

**Declaration of Conflicts of Interest** – None

Councilman Nebeker made a **MOTION TO ACCEPT THE AGENDA AS PRESENTED**. A **SECOND** made by Councilman Henderson. **Motion Carried**.

### **CONSENT AGENDA:**

- A. **Approval of Minutes** – October 9, 2018 – Council Meeting
- B. **Approval of Permits**
  - 1. **Bartender Permits** – Nichole Dee Rowley
- C. **Approval of Water Charge Waivers** - None
- D. **Approval of Accounts Payable**

Councilman Nebeker made a **MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED**. A **SECOND** made by Councilman Alder. **Motion Carried**

### **Elected Officials**

- A. **Mayor** –
  - 1. **Proclamation** – National Friends of Libraries Week October 21-28, 2018
- B. **Announcements and Good of the Order**
- C. **City Council**

### **Non-Consent Agenda**

#### **Business**

- A. **Approval of Purchase Agreement with Gem County Road and Bridge** – Councilman Made a **MOTION TO APPROVE FINAL PURCHASE AGREEMENT BETWEEN GEM COUNTY ROAD AND BRIDGE DEPARTMENT AND THE CITY OF EMMETT TO PROCEED TO FINALIZE PURCHASE FROM THE GEM ROAD AND BRIDGE DEPARTMENT AND THE MAYOR TO SIGN AND NOTARIZE THE DOCUMENT**. A **SECOND** made by Councilman Resinkin. 6 YEAH, 0 NOES
- B. **Approval to Pay Hawkeye Builders, Inc.** Pay Application #3 - \$2508.29 – Councilman Nebeker made a **MOTION TO APPROVE PAYMENT #3 TO HAWKEYE BUILDERS, INC. REGARDING THE 2017 ONE YEAR FINAL SIDEWALK AND ADA RAMP REPAIRS PROJECT FINAL PAYMENT IN THE AMOUNT OF \$2508.29, HAVE THE MAYOR TO SIGN CONTRACT TO PAYMENT #3 TO HAWKEYE BUILDERS, INC. ALONG WITH SIGNING THE RELEASE FOR THE ONE YEAR SECURITY BOND FROM HAWKEYE BUILDERS INC**. A **SECOND** made by Councilman Henderson. 6 YEAH, 0 NOES
- C. **Approval of Airport Hangar Lease Agreement** – Chad & Kim Gray – **NO ACTION**
- D. **Approval of Airport Hangar Lease Agreement** – Tailwind Partners, LLC – Councilman Nebeker made a **MOTION TO APPROVE THE AIRPORT HANGAR LEASE AGREEMENT BETWEEN TAILWIND PARTNERS LLC JOSH AND CALE WESTER AND THE CITY OF EMMETT HAVE THE MAYOR TO SIGN DATE AND NOTARIZE THE LEASE AGREEMENT**. A **SECOND** made by Councilman Resinkin. 6 YEAH, 0 NOES

City of Emmett Council Meeting

October 23, 2018

- E. **Approval to accept appraisal bid on City owned parking lot** – There was a discussion about the price for getting an appraisal and it was decided that the city does not want to go forward with getting an appraisal due to the price being too high. Councilman Nebeker made a **MOTION TO HAVE TWO BROKER COMPARABLE MARKET ANALYSIS BY INDIVIDUALS THAT DEAL WITH COMMERCIAL PROPERTIES. A SECOND** made by Councilman Henderson. **Motion Carried**

**Reports:**

**Building Official/City Planner- Brian Sullivan** – presented annual report

**City Clerk - Lyleen Jerome** – Nothing to report

**Fire Deputy Chief – Tim Perkins** – Nothing to report

**Library – Librarian Alyce Kelley** – presented annual report

**Emmett Police Dept. – Charmaine Williams** – presented report

**Superintendent of Public Works - Bruce Evans** – spoke about helping the Senior Center to paint the parking lot.

**Systems Administrator - Mike Knittel** – Presented Report

**Engineer** – None

Councilman Alder made a **MOTION TO ADJOURN. A SECOND** made by Councilman Resinkin. **Motion Carried.**

**Meeting Adjourned at 7:40 p.m.**

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**Mayor Gordon Petrie**

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**City Clerk Lyleen Jerome**



# CITY OF EMMETT

## Bartender Permit Checklist

**Applicant Name:** Juanita Barnard

**Date:** 10/22/2018

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Application Received: 10/22/18

- ☒ 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

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Police Department Background Check (Attached to DL Copies)

Requested \_\_\_\_\_ Complete \_\_\_\_\_

<u>✓/A</u>	Emmett Police Name/Records Check
<u>✓/A</u>	Gem County Sheriff's Name/Records Check
<u>_____</u>	Idaho Repository Name/Records Check
<u><i>[Signature]</i></u>	<u><i>[Signature]</i></u>
Completed by	Chief of Police

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City Council Approval

☒ Added to Council Agenda for approval

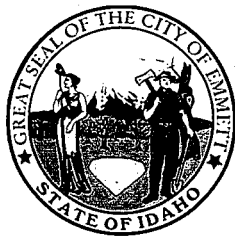
City Council Approved Yes ☐ No ☐ 11-13-18  
Council Date

Official Alcohol License

☐ Created \_\_\_\_\_

☐ Mailed \_\_\_\_\_

Tracking # \_\_\_\_\_



# CITY OF EMMETT

## Bartender Permit Checklist

**Applicant Name:** Donna Hauser

**Date:** 10/29/2018

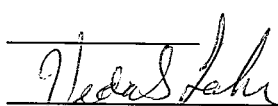
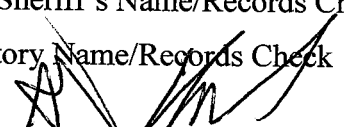
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Application Received: 10/29/18

- ☒ 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

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Police Department Background Check (Attached to DL Copies)

Requested _____	Complete _____
<input checked="" type="checkbox"/> _____	Emmett Police Name/Records Check
<input checked="" type="checkbox"/> _____	Gem County Sheriff's Name/Records Check
<input checked="" type="checkbox"/> _____	Idaho Repository Name/Records Check
 Completed by _____	 Chief of Police _____

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City Council Approval

☒ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐

11-13-18  
Council Date

Official Alcohol License

☐ Created \_\_\_\_\_

☐ Mailed \_\_\_\_\_

Tracking # \_\_\_\_\_



# CITY OF EMMETT

## Bartender Permit Checklist

**Applicant Name:** Maria de la Luz Marin

**Date:** 10/16/2018

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Application Received: 10/16/18

- ☒ 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

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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>Wade S. Landon</u>	Idaho Repository Name/Records Check
Completed by	Chief of Police

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City Council Approval

☒ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐ 11-13-18  
Council Date

Official Alcohol License

☐ Created \_\_\_\_\_

☐ Mailed \_\_\_\_\_

Tracking # \_\_\_\_\_

## AGREEMENT FOR CLEANING SERVICES

Agreement effective November 15, 2018 between The City of Emmett, Idaho, an Idaho Municipal Corporation, with an address at 501 E. Main Street, Emmett, ID 83617 ("City") and Three Sisters Cleaning, an Idaho sole-proprietor business, with an address at 2660 S. Substation Road, Emmett, Idaho ("Contractor").

### 1. BACKGROUND

City. The City is the owner of property located at 501 E. Main Street, Emmett, ID 83617 that requires customary cleaning and janitorial services.

Contractor. Contractor has experience in and is capable of providing such services.

Retention of Services. The City desires to engage Contractor under the terms of this agreement to provide its experience, skills, and supervision as to the services described herein. Contractor desires to provide such services in accordance with the terms and conditions of this agreement.

### 2. AGREEMENT

In consideration of the terms, covenants, and conditions expressed in this agreement, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are acknowledged, and based on the foregoing recitals which are incorporated into this agreement, the parties mutually agree to the terms contained within this Agreement.

#### ENGAGEMENT

Engagement. The City engages Contractor to undertake the services set forth on Schedule 3.1 attached ("Services").

Services as an Independent Contractor. Contractor agrees to perform the Services.

Consideration. Contractor shall be entitled to compensation in an amount of \$200.00 per week for the Services.

Supervision. In accordance with Contractor's status as an independent contractor and not as an employee, the City shall not have the right to control the means or methods by which Contractor performs the Services. However, the City shall have the right to control or direct Contractor as to the result to be accomplished with respect to such Services.

Payment of Taxes; Employee Benefits. As an independent contractor, Contractor (i) agrees to be solely responsible for all federal, state, and local payment, withholding, and filing requirements for payroll, income, self-employment, retirement, disability, or unemployment taxes, assessments, or regulations, and (ii) is not eligible for any vacation, sick leave, pension, bonus, insurance, or other benefit now or in the future established by the City or others for employees of the City.

Insurance. Contractor shall provide to the City certificates of insurance evidencing (i) workers compensation insurance and (ii) general liability and automobile insurance.

Non-Exclusive Agreement. Nothing in this agreement shall prevent the City from using the services of another independent contractor from performing similar work in accordance with City's needs.

Term and Termination.

Term. The term of this Agreement shall commence on the effective date of this agreement and shall continue until terminated pursuant to Section 3.8.2.

Termination. Either party may terminate this agreement at any time by providing to the other party thirty (30) days written notice.

Force Majeure. No party to this agreement shall be held liable in damages for failure to comply with any of the terms or conditions of this agreement if compliance is prevented by, or failure is the result of, any valid law, order, rule, executive order or regulations of any local, State or Federal government or agency, or if prevented by force majeure. "Force majeure" as used herein shall mean any cause beyond the control of the party which despite the exercise of due diligence, said party is unable to foresee, prevent or overcome, including but not limited to an Act of God, fire, flood, explosion, strike, sabotage, an act of the public enemy, civil or military authority, court orders, laws or regulations, insurrection or riot or utility failure.

3. GENERAL PROVISIONS

Notices. All payments, notices, claims, requests and other communications ("Notices") under this Agreement (i) shall be in writing, and (ii) shall be addressed or delivered to the relevant address stated above or at such other address as shall be given in writing by a party to the other. Notice complying with the provisions of this Section shall be deemed to have been delivered (i) upon the date of delivery if delivered in person, or (ii) upon the date of the postmark on the return receipt if deposited in the United States Mail, with postage prepaid for certified or registered mail, return receipt requested, unless an earlier delivery date is indicated by the return receipt.

Attorney Fees and Costs. If a suit, action, or other proceeding arising out of or related to this agreement is instituted, the prevailing party shall be entitled to recover its reasonable attorney fees, expert witness fees, and costs (i) incurred in any settlement negotiations, (ii) incurred in preparing for and prosecuting any suit, action, or other proceeding, and (iii) incurred in preparing for and prosecuting any appeal of any suit, action, or other proceeding. This section shall survive and remain enforceable notwithstanding any rescission of this agreement or a determination by a court of competent jurisdiction that all or any portion of the remainder of this agreement is void, illegal, or against public policy.

Governing Law, Jurisdiction, and Venue. This agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree

that the courts of Idaho shall have exclusive jurisdiction and agree that Gem County is the proper venue.

Time of the Essence. Time is of the essence with respect to the obligations to be performed under this agreement.

Rights Cumulative. Except as expressly provided in this agreement, and to the extent permitted by law, any remedies described in this agreement are cumulative and not alternative to any other remedies available at law or in equity.

Nature of Agreement. Nothing contained in this agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership, duty, obligation or liability on or with regard to either party.

Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

Entire Agreement. All Schedules and Exhibits to this agreement constitute a part of this agreement. This agreement, together with the accompanying Schedules and Exhibits, constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

Severability. The invalidity of any portion of this agreement, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this agreement.

Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instruments.

Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument adopted and executed by the parties.

Further Assurances. The parties will execute such additional documents as may be requested to facilitate the fulfillment of this agreement and as otherwise may be necessary.

CITY OF EMMETT

THREE SISTERS CLEANING

\_\_\_\_\_  
Gordon W. Petrie, Mayor

\_\_\_\_\_  
*Eden Roberts*  
Eden Roberts, Owner

\_\_\_\_\_  
Attest, City Clerk

Approved By City Council On: \_\_\_\_\_



### Schedule 3.1 – Services

The outlined services will include the City Hall Lobby and Bathrooms, City Clerk's Office, City Council Meeting Room and the Police Department

**Weekly Services:**

- Empty Trash Cans
- Vacuum All Carpets, including under desks
- Mop All Hard Surface Floors
- Clean All Desk and Counter Tops
- Dust All Furniture
- Dust All Window Ledges including Around Windowed Doors
- Clean Bathrooms, including all Sinks, Toilets and Mirrors
- Keep Paper Supplies Full including Paper Towels and TP

**Monthly Services:**

- Clean Fronts of Desks
- Clean All Glass Doors and Windows that are surround the doors (both sides)
- Clean Window Casings on outside of Entry Doors to remove dirt and cobwebs
- Remove Cobwebs around the outside door entry areas
- Sweep the Outside Entry Walkways

**Semi-Annual Services:**

- Wipe down and vacuum all chairs in the Council Room
- Dust Lobby Ceiling Fixtures, Lights and Ledges.

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# CITY OF EMMETT PUBLIC WORKS DEPARTMENT

601 East 3<sup>rd</sup> Street  
Emmett, Idaho 83617

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

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

City of Emmett  
Mayor Gordon Petrie  
Emmett City Council

Wednesday, November 07, 2018

RE: "Approval to set a price for Parcel RPE3210003007A, a city owned parking lot."

Mayor, City Council:

[ X ] Concur with setting a price for Parcel RPE3210003007A, a city owned parking lot."

Attached is the summary of Comparable Market Analysis and correspondence as Exhibit A.

**I recommend the following motion: "Motion to approve setting the price at \$XXXXXX for Parcel RPE3210003007A, a city owned 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:  
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

## Comparable Market Analysis

Realtor	Was CMA provided?	Price Value of CMA
John Evans	Yes*	\$11,107 to \$3,068
Vicky Churchfield	NO*	n/a

\* Attachments/Responses from realtors are included



Direct Line: 208-365-8545  
Phone: 208-365-4495  
Fax: 208-955-2693  
Email: John@JohnEvans.cc  
Web: www.JohnEvans.cc  
CELL : 208.365.8545

**John Evans** Assoc. Broker GRI Co-Owner

Property that is listed and has sold in 2017 & 2018 data from Intermountain ML and Loop net

Owner: CITY OF EMMETT

Subject Property: City Parking lot 1st street located between True Value & the old Clarity

Legal: 06N 01W SEC 07 EMMETTSTVILLE TOWNSITE SUB TAX1989 -TAXXXXXX BLK 03

Parcel: # RPE3210003007A

Property: frontage 145' depth 140' not a square lot

Property size: 15812sqft.

Sold listings	sold price	land size	DOM	Sqft /land	Date sold	information
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1) 98674978 1018 Washington Frontage access to Washington	\$60,000	.21	6			cash sale frontage with building permit
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2) 98578902 tbd Hwy 16 Frontage and access to Hwy 16	\$200,000	1.	7			access between D&B need for parking lot
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3) 1121 Hayes New owner sold for a parking lot, had to be rezoned Cost to tear down home, improvements on the lot	\$24,000	110 S Washington				needed parking
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4) New Bowman Park sold for \$40,000 3/3/2018 sold 14244 sqft lot (sold at 2.81 sqft)						access to Main street and Washington frontage
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Subject has great frontage on 1st Street, parking for business

No building permit and only can be Municipal purposes ( subject of zoning and City of Emmett Attorney)

"an Emmett public short-term vehicular parking lot, then the city may hold and use the property for any municipal purpose, for example, a city park or city beautification project"

Need work est cost \$2,500 to \$3,000 for seal coat and stripping.

Need work at flower planter islands need removed to opening parking use or fixed in working order. \$5,000 to \$6,000

How I got to this price: Bowman lot sold for \$40,000. as a Park. At \$2.81 per sqft.

It could have a building, and it has location and parking.

1/2 price for Building permit. 1.41 per sqft = \$18,025

1/2 priced for location. .70 per sqft + \$11,068

This is hard to come with a price, with improvements that are needed in the future improvements adjustments will be - \$8,000

My opinion of the subject property from SOLD is value: **\$11,107.93**

Improvements could be negotiated off the price to: **\$3,068**

Price value \$11,107 to \$3,068.

John Evans  
Evans Realty LLC  
Assoc.-Broker, Co-Owner

*John Evans* 10/31/18



# CITY OF EMMETT PUBLIC WORKS DEPARTMENT

601 East 3<sup>rd</sup> Street  
Emmett, Idaho 83617

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

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

City of Emmett  
Mayor Gordon Petrie  
Emmett City Council

Wednesday, October 24, 2018

RE: "New hangar lease agreement for Chad and Kim Gray."

[ XXX ] CONCUR for the following reasons:

- Approval letter dated 10/24/2018 from Emmett Public Works Department.

[       ] NON – CONCUR for the following reasons:

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

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Bruce Evans  
Telephone # 208-365-9569, Fax # 208-365-4651  
E-mail: [bevans@cityofemmett.org](mailto:bevans@cityofemmett.org)

**FILE COPY**



# CITY OF EMMETT PUBLIC WORKS DEPARTMENT

601 East 3<sup>rd</sup> Street  
Emmett, Idaho 83617

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

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

City of Emmett  
Mayor Gordon Petrie  
Emmett City Council

Wednesday, October 24, 2018

RE: "New hangar lease agreement for Chad and Kim Gray."

Mayor, City Council:

Attached is a copy of the new lease agreement between City of Emmett and Chad & Kim Gray. Chad and Kim Gray have signed new lease agreement.

**I recommend the following motion: I recommend to approve the new hangar lease agreement for 20-years between Chad and Kim Gray and City of Emmett and Mayor to sign.**



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

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Bruce Evans  
Telephone # 208-365-9569, Fax # 208-365-4651  
E-mail: [bevans@cityofemmett.org](mailto:bevans@cityofemmett.org)

**FILE COPY**

## LEASE AGREEMENT

Lease agreement dated \_\_\_\_\_, 2018 ("Lease"), between the City of Emmett, Idaho ("Landlord") and Chad & Kim Gray whose address is 4 Snow springs Dr., Garden Valley, Idaho 83622 ("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 \_\_\_\_\_, 2018 and terminating on \_\_\_\_\_, 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 reasonable



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:

*King Gray*  
*Chad Gray*

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Gem )

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.

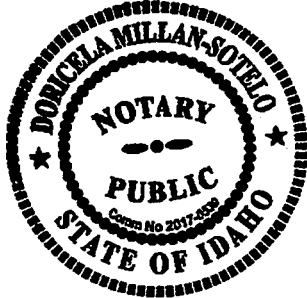
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Gem )

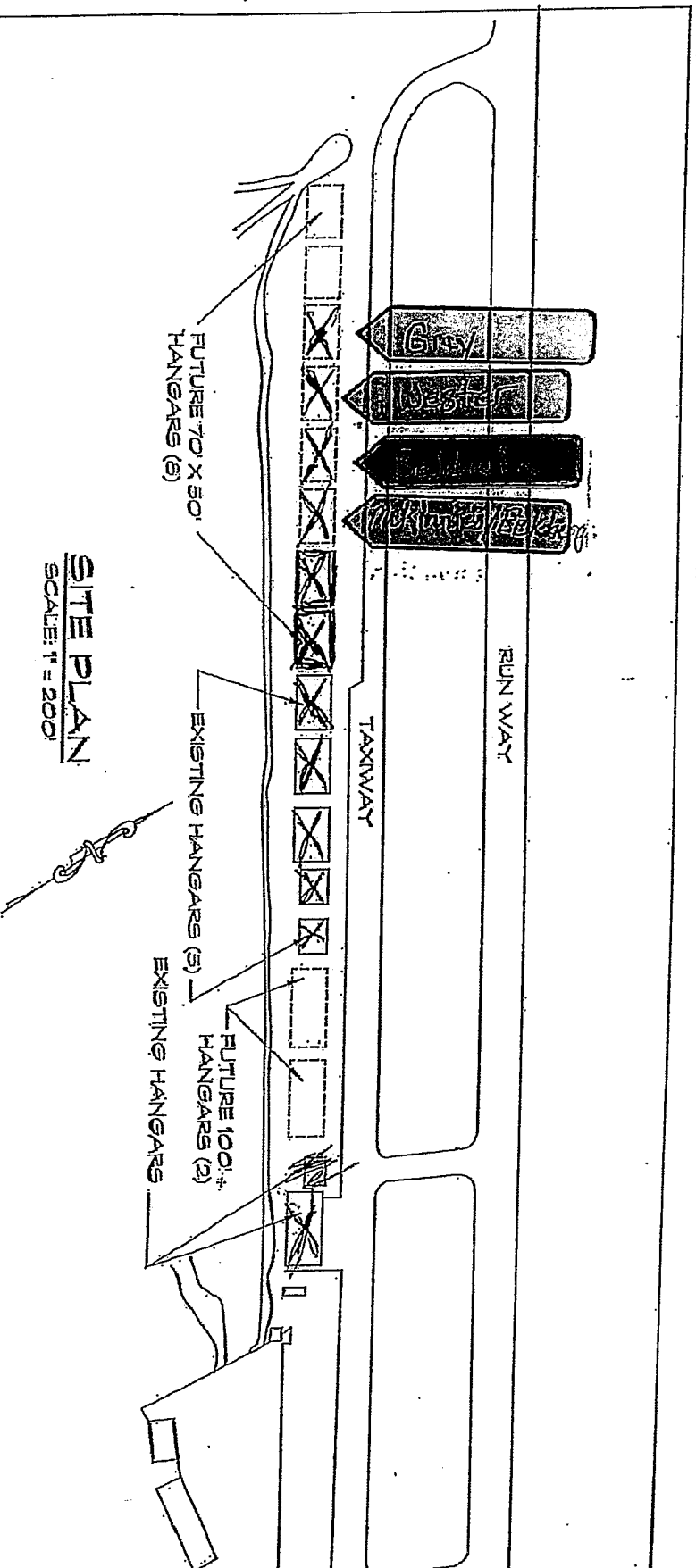
On this 23 day of October, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared Kim Gray known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as the manager of \_\_\_\_\_, for said company.

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 Doncela Millan-Sotelo  
Residing at Green county  
My Commission Expires 9-18-2023

Exhibit A

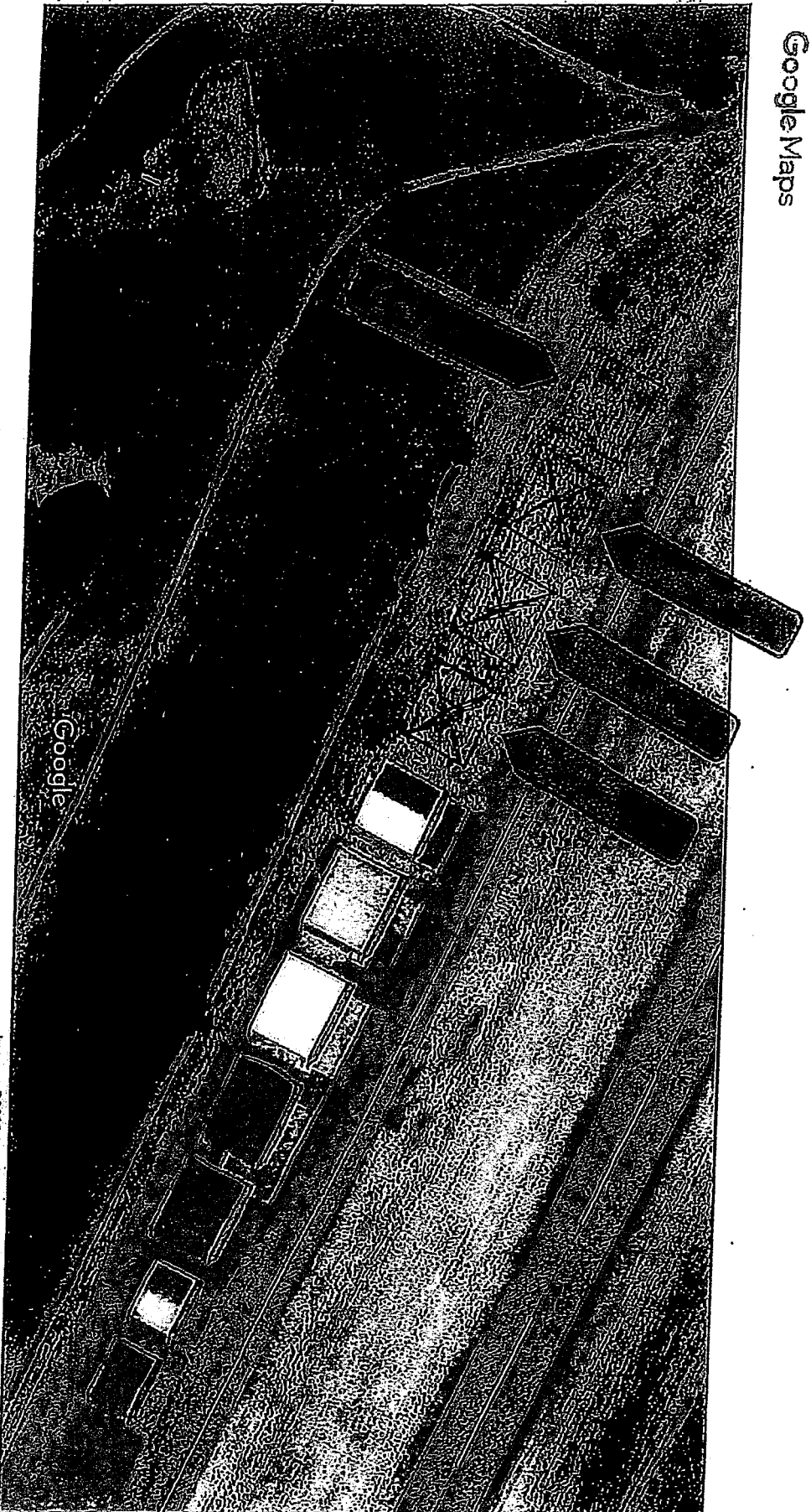


AIRPORT HANGAR MASTER PLAN  
CITY OF EMMETT, IDAHO

9/27/2018

Google Maps

Google Maps



Google

Imagery ©2018 Google, Map data ©2018 Google

50 ft



# CITY OF EMMETT PUBLIC WORKS DEPARTMENT

601 East 3<sup>rd</sup> 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

Mayor Gordon Petrie  
Emmett City Council

Monday, October 29, 2018

RE: "Water/Sewer rates outside city limits."

Mayor, City Council:

Clint & I review the current charges for water/sewer rates for those outside of city limits.

According to Emmett Resolution R2004-6 adopted August 24<sup>th</sup>, 2004; allows for City of Emmett to charge 2.5 times the normal city utility rate for those outside Emmett City Limits.

1. On April 16<sup>th</sup>, 2013; City of Emmett waived the requirements for Shadow Butte Industrial Park that allows sewer rates would be charged at 2.5 times over normal Emmett City residence charges and reduced the rates for sewer to normal city rates charges.
2. On July 8<sup>th</sup>, 2013; City of Emmett waived the requirements for Idaho National Guard that allows sewer rates would be charged at 2.5 times over normal Emmett City residence charges and reduced the rates for sewer to normal city rates charges.
3. If you agree, Emmett Public Works Department would like to ask Jake Sweeten to prepare a new resolution to remove any rate charges higher than the normal City residence rates and keep all water/sewer rates the same as city limits rate charges.



City of Emmett

**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](mailto:bevans@cityofemmett.org)

RESOLUTION # R2004-6

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EMMETT  
AUTHORIZING CITY STAFF TO DETERMINE IF COMMERCIAL USERS  
QUALIFY TO PAY THE RESIDENTIAL SEWER RATE**

WHEREAS the City Council has determined that City staff should decide whether commercial users are charged the residential sewer rate if certain conditions are met;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Emmett, Idaho, that effective on and after August 25, 2004, Paragraph C. 5 of Resolution # R2004-5 of the Emmett City Council is amended as set forth in Exhibit A that is attached hereto and incorporated herein by reference as if set out in full.

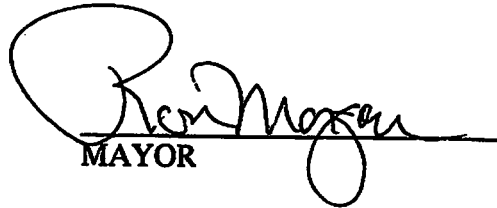
RESOLUTION introduced and passed August 24, 2004, by the following vote:

AYES: 6

NOES: -0-

ABSENT: -0-

APPROVED:

  
MAYOR

ATTEST:

Marge Lawrence  
CITY CLERK



**Exhibit A**  
**Emmett City Utility Rates**

**A. Water Rate:**

Water charges will be determined on a monthly usage basis, calculated based on the volumetric amount of water passing through the City standard water meter, actual meter size, or number of living units and/or spaces. The City's minimum standard is thereby set as a 1 x 1 inch water meter. The following rates are hereby established:

1. Single Occupant - Standard Meter

The Base Water Rate for a single City standard water meter is \$9.95 per month.

The Volumetric Rate for any water consumed is chargeable at \$1.10 per 100 cubic feet of water rounded up to the next 100 cubic feet.

The Monthly Water Rate is the addition of the Base Water Rate and Volumetric Rate for the first zero (0) cubic feet of water to pass through the meter yielding a minimum monthly charge of \$9.95 per month. Each additional hundred (100) cubic feet consumed shall be chargeable at \$1.10 per 100 cubic feet rounded up to the next 100 cubic feet.

2. Single Occupant - Non Standard Meter

The Non Standard Base Water Rate is based on the size of the existing or requested new water meter. This rate is determined by comparing the City's standard water meter orifice area to the water user's requested water meter orifice area. This comparison would yield an Adjustment Factor which is then multiplied to the previously defined Base Water Rate. The Non Standard Monthly Water Rate is the addition of the Non Standard Base Water Rate and Volumetric Rate for the first zero (0) cubic feet of water to pass through the meter. Each additional hundred (100) cubic feet consumed shall be chargeable at \$1.10 per 100 cubic feet rounded up to the next 100 cubic feet.

Table A2.1 – Adjustment Factors

Water Meter Size	Orifice Area	Adjustment Factor
1 inch	.79 sq. in.	1.0
1 ¼ inch	1.23 sq. in.	1.6
1 1/2 inch	1.77 sq. in.	2.25
2 inch	3.14 sq. in.	4
3 inch	7.07 sq. in.	9
4 inch	12.57 sq. in.	16
6 inch	28.26 sq. in.	36

3. Multiple Unit User:

Where more than one dwelling, space, or like unit is using the same meter, the following rates and basis for charges will apply:

- a. The Multi-Unit Base Water Rate will be calculated by multiplying the Base Water Rate by the Number of Units.
- b. The Multi-Unit Monthly Water Rate is the addition of the Multi-User Base Water Rate and Volumetric Rate for the first zero (0) cubic feet of water to pass through the meter. Each additional hundred (100) cubic feet consumed shall be chargeable at \$1.10 per 100 cubic feet rounded up to the next 100 cubic feet.

When user is a motel, hotel, or RV park, occupants are considered temporary and the connection will be treated as a Standard or Non Standard Meter.

**B. Water Hook Up Fees:**

Water Hook Up Fees will be determined on the initial Hook Up to the City's System, calculated based on the initial size of the installed water meter. The City's minimum standard is thereby set as a 1 x 1 inch water meter. The following Fees are hereby established:

1. The Base Hook Up Fee shall be \$1,000 which will include a standard size water meter.

2. The Non Standard Base Hook Up Fee is determined by comparing the City's standard water meter orifice area to the water user's requested water meter orifice area. This comparison would yield an Adjustment Factor which is then multiplied to the Base Hook Up Fee.
3. The Multi-Unit Water Hook Up Fee will be determined by multiplying the Water Hook Up Fee by the number of living units and/or spaces.

**C. Sanitary Sewer Rate:**

The following user rates are for sewer services provided within the City. Residential sewer user charges for sewer services provided outside of the City will be two and one-half (2.5) times these rates. Sewer charges will, except for commercial and industrial users, be determined annually on a winter usage basis, calculated based on the volumetric amount of water passing through a the City standard water meter during at least three of the six months of October, November, December, January, February, and March, actual meter size, or number of living units and/or spaces. The City's minimum standard is thereby set as a 1 x 1 inch water meter. The following rates are hereby established:

1. No Meter or Inactive Account

If a user does not have a water meter or if a user's water account becomes inactive, the user's monthly sewer rate will be \$26.15. This rate is based on the average water use as determined by the most recent rate study for Emmett.

2. Single Occupant - Standard Meter

The Base Sewer Rate for a single City standard water meter is \$11.35 per month.

The Volumetric Rate for any water consumed is charged \$2.10 per 100 cubic feet of water rounded up to the next 100 cubic feet.

The Monthly Sewer Rate is the addition of the Base Sewer Rate and Volumetric Rate for the first zero (0) cubic feet of water to pass through the meter yielding a minimum monthly charge of \$11.35 per month. Each additional hundred (100) cubic feet consumed

shall be chargeable at \$2.10 per 100 cubic feet rounded up to the next 100 cubic feet.

3. Single Occupant - Non Standard Meter

The Non Standard Base Sewer Rate is based on the size of the existing or requested new water meter. This rate is determined by comparing the City's standard water meter orifice area to the water user's requested water meter orifice area. This comparison would yield an Adjustment Factor, which is then multiplied to the previously defined Base Sewer Rate. The Non Standard Monthly Sewer Rate is the addition of the Non Standard Base Sewer Rate and Volumetric Rate for the first zero (0) cubic feet of water to pass through the meter. Each additional hundred (100) cubic feet consumed shall be chargeable at \$2.10 per 100 cubic feet rounded up to the next 100 cubic feet.

Table C2.1 – Adjustment Factors

Water Meter Size	Orifice Area	Adjustment Factor
1 inch	.79 sq. in.	1.0
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1 1/2 inch	1.77 sq. in.	2.25
2 inch	3.14 sq. in.	4
3 inch	7.07 sq. in.	9
4 inch	12.57 sq. in.	16
6 inch	28.26 sq. in.	36

4. Multiple Unit User:

Where more than one dwelling, space, or like unit is using the same meter, the following rates and basis for charges will apply:

- a. The Multi-Unit Base Sewer Rate will be calculated by multiplying the Base Water Rate by the Number of Units.
- b. The Multi-Unit Monthly Sewer Rate is the addition of the Multi-User Base Sewer Rate and Volumetric Rate for the first zero (0) cubic feet of water to pass through the meter Each additional

hundred (100) cubic feet consumed shall be chargeable at \$2.10 per 100 cubic feet rounded up to the next 100 cubic feet.

When user is a motel, hotel, or RV park, occupants are considered temporary and the connection will be treated as a Standard or Non Standard Meter.

5. Commercial User

- a. Where a commercial and/or business unit or where there exists more than one commercial and/or business units and/or spaces, or like units are using the same sanitary sewer service. The sewer volumetric rate will be based on the actual Water Usage of the Commercial User.
- b. The City ~~Council~~ Clerk or the Clerk's designee may allow a commercial user to be charged the residential rate if the following conditions are met: 1. The commercial user must have 300 square feet or more of lawn area; 2. The commercial user must not have a well that is used for irrigating landscaped areas; 3. The commercial user must not have a separate meter for City water that is used to irrigate landscaped areas; and 4. The commercial user must make a written application to the City ~~Council~~ Clerk's office requesting the residential rate.

6. Industrial User

Where an Industrial unit or where there exists more than one Industrial unit and/or space, or like units are using the same sanitary sewer service. The City has the option to choose the Sanitary Sewer Rate which best applies to the individual situation. The following rates and basis for charges will apply:

- a. Option #1: Treat as a Commercial User.
- b. Option #2: The Industrial Sanitary Sewer Rate (Wastewater Loading Constituents) is based on the constituents of the wastewater stream. This rate is determined by comparing the City's standard wastewater constituents to the Industrial user's existing wastewater constituents. This comparison

would yield an Constituents Adjustment Factor which is then multiplied to the previously defined Sanitary Sewer Base Rate. The monthly rates are calculated on a case by case basis.

**D. Sanitary Sewer Hook Up Fees:**

Sanitary Sewer Hook Up Fees will be determined on the initial Hook Up to the City's System, calculations based on the initial size of the existing or installed water meter. The City's minimum standard is thereby set as a 1 x 1 inch water meter. The following Fees are hereby established:

1. The Sanitary Sewer Hook Up Fee shall be \$1,200.
2. The Non Standard Sanitary Sewer Hook Up Fee is determined by comparing the City's standard water meter orifice area to the water user's requested water meter orifice area. This comparison would yield an Adjustment Factor, which is then multiplied to the Base Hook Up Fee.
3. The Multi-Unit Sanitary Sewer Hook Up Fee will be determined by multiplying the Sanitary Sewer Hook Up Fee by the living units and/or spaces.
4. The Wastewater Loading Sanitary Sewer Hook Up Fee will be based on the constituents of the wastewater stream. This Hook Up Fee is determined by comparing the City's standard wastewater constituents to the projected Industrial user's wastewater constituents. This comparison would yield a Constituents Adjustment Factor which is then multiplied to the previously defined Sanitary Sewer Hook Up Fee. The Hook Up Fees are calculated on a case by case basis.

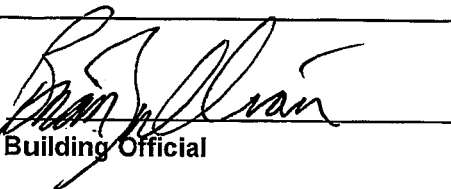
# BUILDING DEPT REPORT



Oct-18

	Oct-17	YTD 17/18	Oct-18	YTD 18/19
PERMITS ISSUED	8	8	11	11
VALUATION	\$45,969.82	\$45,969.82	\$351,507.99	\$351,507.99
FEES COLLECTED	\$792.55	\$792.55	\$5,064.79	\$5,064.79
COMMERCIAL	0	0	1	1
MULTI-FAMILY	0	0	1	1
SINGLE FAMILY HOMES	0	0	1	1
MANUFACTURED HOMES	0	0		
INSPECTIONS (City/Co)	16	16	30	30
SITE INSPECTIONS/ORD	2	2	5	5
TOTAL INSPECTIONS	18	18	35	35

MISC. COMMENTS

  
Building Official



# City of Emmett, Idaho

## Monthly Financial Report

October 31, 2018

### OUR CASH...

Balances as of October 2018

#### GENERAL FUND – CASH & INVESTMENTS

October 2018 \$ 2.004M

#### STREET FUND – CASH & INVESTMENTS

October 2018 \$ 286,901

Restricted \$ 116,805

Cash Available \$ 170,096

#### LIBRARY FUND – CASH & INVESTMENTS

October 2018 \$ 184,037

Restricted Cash \$ 165,575

Cash Available \$ 18,462

#### CEMETERY FUND – CASH & INVESTMENTS

October 2018 \$ 91,857

Restricted Cash \$ 53,365

Cash Available \$ 38,492

#### PERPETUAL CARE FUND – CASH AND INVESTMENTS

OCTOBER 2018 \$ 79,508

RESTRICTED CASH \$ 71,338

CASH AVAILABLE \$ 8,170

#### WATER FUND – CASH & INVESTMENTS

October 2018 \$ 3.127M

Restricted Cash \$ 2.442M

Bond Payment Reserve \$ 288,374

Cash Available \$ 396,316

#### SEWER FUND – CASH & INVESTMENTS

October 2018 \$ 3.923M

Restricted Cash \$ 2.591M

Bond Payment Reserve \$ 953,915

Cash Available \$ 377,917

#### SANITATION FUND – CASH & INVESTMENTS

October 2018 \$ 152,444

### OUR CASH FLOWS...

#### GENERAL FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget \$2,506,379

Revenues to Date \$ 142,705 6%

Expenditures to Date \$ 192,253 8%

#### ROAD & STREET FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget \$ 514,476

Revenues to Date \$ 92,252 18%

Expenditures to Date \$ 21,286 4%

#### LIBRARY FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget \$ 238,530

Revenues to Date \$ 1,899 1%

Expenditures to Date \$ 15,204 6%

#### CEMETERY FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget \$ 117,696

Revenues to Date \$ 5,069 4%

Expenditures to Date \$ 6,012 5%

#### WATER FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget \$1,733,400

Revenues to Date \$ 146,159 8%

Expenditures to Date \$ 58,183 3%

#### SEWER FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget \$2,114,800

Revenues to Date \$ 181,849 9%

Expenditures to Date \$ 65,300 3%

#### SANITATION FUND REVENUES AND EXPENDITURES

Fiscal Year 2018-19 Budget \$ 529,230

Revenues to Date \$ 46,562 9%

Expenditures to Date \$ 42,957 8%

### SPECIFIC REVENUES COLLECTIONS AT A GLANCE...

#### PROPERTY TAX COLLECTIONS

Budget \$1,725,821

Revenues to Date \$ 2,991 .01%

#### STATE SHARED REVENUES COLLECTIONS

Budget \$ 263,935

Revenues to Date \$ 74,279 28%

#### BUILDING PERMIT REVENUES COLLECTIONS

Budget \$ 35,000

Revenues to Date \$ 3,798 11%



# Emmett Fire Department

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501 E. Main St.

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Emmett, ID 83617

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## City Council Report for November 13, 2018

### Calls for Service September: 12

- \* 6 Alarm Calls
- \* 3 Fire Calls
- \* 2 EMS Assist
- \* 1 Motor Vehicle Accident

### Community Outreach

- \* Emmett Fire attended the 9/11 ceremony
- \* Provided EMS coverage for the Varsity Football games
- \* Presented Colors for the Emmett First Responders Crab Feed

### Administration

- \* Met with Boise Fire Training Received training material and other items
- \* 8 Cases of Gatorade were donated
- \* Participated in First Wednesday
- \* Attended the Snake River Chiefs Meeting
- \* Attended the South West Fire Chiefs Conference
- \* Accepted a position in the Idaho Fire Chiefs Association
- \* Chaired the LEPC meeting
- \* Attended training for Wildland Firefighting and Urban Interface
- \* Inventory and modifying the contents of the Hazmat trailer has begun
- \* Air tested and air compressor serviced
- \* Extrication equipment was serviced
- \* Inspected Court House
- \* Researching a CAD/MDT policy
- \* Research Active911: Emmett Police Department, Gem County Sheriffs, Gem County Dispatch, Gem County Fire and EMS, and Emmett Fire will be moving to that platform for the tracking of vehicles and improving the mapping to calls. Emmett Fire has moved to that system already.
- \* Attended a meeting for the SCBA purchase

### Training

- \* EMS training
- \* 2.5" nozzle "Big Fire needs Big Water"

\* Developing a training for an Active Shooter scenario: Taking what I learned in the TCCC class and applying it to training others. Combining TCCC and ICS structure. Hope to have participation with Emmett PD, Gem County Fire/EMS, Sheriffs office, dispatch, and the EOC.

2018	Date	Page	Scene	Time	Response Type	# FF's	Call Type
18-00134	9/4/18	1105	1106	1	Code	4	Fire alarm activation Canceled
18-00135	9/4/18	10:55	1103	N/A	non code	1	illegal burn
18-00136	9/7/18	1153	1155	5	non code	3	EMS Lift Assist
18-00137	9/8/18	0:00	0:05	5	code	9	fire alarm
18-00138	9/10/18	23:37	23:44	7	code	10	tree fire
18-00139	9/18/18	16:18	16:54	1	Code	8	alarm
18-00140	9/19/18	913	914	1	Code	5	CO alarm
18-00141	9/19/19	1446	1448	2	CODE	7	MVA/ CANCELED THE ENGINE
18-00142	9/23/18	1248	1253	5	non code	6	pull station
18-00143	9/24/18	1421	1424	3	CODE	4	Camper fire
18-00144	9/28/18	1234	1235	1	Code	5	Alarm Call
18-00145	9/28/18	1737	1742	5	Non Code	6	Ems Lift Assist

# Emmett Fire Department

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501 E. Main St.

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Emmett, ID 83617

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## City Council Report for November 13, 2018

### Calls for Service October: 11

- \* 3 Alarm Calls
- \* 2 EMS assist
- \* 1 Mutual Aid
- \* 4 Fires
- \* 1 Motor Vehicle Collision

### Community Outreach

- \* Supported Walk to school day
- \* Home Coming Parade
- \* Bond Fire for Emmett High School
- \* Trunk or Treat
- \* Station Tour Sweet School- 4 stations (Fire X, Turn outs, spray water, extrication)

### Administration

- \* Class from Boise Fire on Target Solutions prepping for ISO rating
- \* Inspections: Emmett Psychiatric, Patriots Center, Community Bible, First Baptist, Calvary Daycare, Sacred Heart, Abundant Life, and Day Care.
- \* Officer meeting
- \* Meeting regarding CAD/MDT
- \* Inspected Carberry School for access and fire suppression system ongoing
- \* Pump Testing all engines
- \* Burn permits issued
- \* Chaired the LEPC meeting
- \* BLM request for radios and new vehicles
- \* Active911 engines and command vehicles are up and running
- \* Verizon meeting regarding cell phone and radio
- \* Discovered missing hydrants and found some hydrants that were not marked
- \* New Extrication Equipment put in place (Grant)
- \* New 2.5" nozzles
- \* Participated in Healthy Connections meeting
- \* Determining Master Plan for Hazmat
- \* Decon material accepted and working on decontamination protocol post fire
- \* 2 meetings with Valor Health regarding training and response and LEPC

2018	Date	Page	Scene	Time	Response Type	# FF's	Call Type
18-00146	10/3/18	1607	1613	6	Code/Non	7	Alarm Call
18-00147	10/4/18	801	805	4	Code	8	Alarm Call
18-00148	10/6/18	939	942	3	Code/non Code	8	Controlled Burn
18-00149	10/09/2018	10:55	10:59	4	Non Code	1	EMS Lift Assist
18-00150	10/9/18	12:09	12:10	1	Code	5	MVC
18-00151	10/12/2018	7:20	7:28	8	Code	8	Smoke Alarm
18-00152	10/17/18	15:20	15:22	2	CODE	6	Car Fire
18-00153	10/18/18	12:30	12:33	3	code	1	investigate a control burn
18-00154	10/19/18	2036	2040	7	code	9	stove fire
18-00155	10/22/18	1340	1406	26	Code	8	Mutual Aid with GCFD1
18-00156	10/9/18	10:50	10:59	4	Non Code	1	EMS Assist



Enriching our community one activity at a time.

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November 6, 2018

Dear Mayor and City Council,

As the GCRD is getting ready for Holiday Magic on Main St., we have learned that D and B no longer has the lift we used last year to put the lights on the tree in Bowman Park.

I would greatly appreciate the use of city staff and city bucket truck in order to get this done. We would like to decorate the tree November 20<sup>th</sup>. I have discussed logistics with Clint and he is on board with helping.

The event is November 24<sup>th</sup> and we hope that you all will come to the activities throughout the day.

If you have any questions please don't hesitate to contact me.

Sincerely,

Abra Dodson  
GCRD Director



# CITY OF EMMETT PUBLIC WORKS DEPARTMENT

601 East 3<sup>rd</sup> Street  
Emmett, Idaho 83617

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

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

## ***Monthly Report for Emmett City Council for October 2018 Activities from Public Works Department***

Monday, October 29, 2018

Mayor, City Council:

- Airport
  1. Preparing another airport private hangar lease agreement for City Council to review and approve. This will be a total of 5 new hangar lease agreement for 2018.
  2. Preparing discussion to ask City Council to modify current hangar master plan on East end of taxiway to allow 3 – addition 60' foot wide hangar spaces from current 2 – 100' foot wide hangar spaces.
- Parks
  1. Holiday Magic Parade on Main Street – Saturday, November 24<sup>th</sup>, 2018 4:00PM to 7:30PM
  2. Preparing to blow out sprinkler systems in all Park grounds, Cemetery, Emmett Fire, & City Hall
- Roads
  1. Finishing up I.T. project on S. Johns Avenue & East 12<sup>th</sup> Street installing Fiber – Optic conduit between now and 1<sup>st</sup> of November 2018.
  2. Center-line paint striping during last week of October thru 1<sup>st</sup> of November 2018
  3. Asphalt patching on all water/sewer patches along with conduit boxes
  4. Pothole patching
  5. Alleyway maintenance
  6. Preparing for winter (filling sanding shed, checking all snow plow, deicer equipment)



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- Water
  - 1. Water service replacements
- Sewer
  - 2. Repairs of I & I pipe on Boise Cascade Property.



City of Emmett

*Bruce Evans*

**Superintendent  
Public Works Department**

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



# SYSTEMS ADMINISTRATION

## CITY OF EMMETT

501 E. MAIN ST.— EMMETT, ID 83617

PHONE (208) 398-2100

WWW.CITYOFEMMETT.ORG

*“Driven by innovation”*

### **Council Report Highlights for October 2018**

- This month has been awesome for the progress down Johns Ave. with the fiber project. Public Works continues to make the project a priority in order to hit the overall goal of fiber to the water treatment plant before the snow flies. These guys very efficiently moving down Johns placing conduit and pull boxes with minimal disruption. The conduit is almost done and will be ready for us to pull cable soon. During the second meeting in November we will have a PowerPoint that Councilman Nebeker asked for that will also include some overall information about the fiber deployment.
- The rest of the PD laptops have been issued out and seem to be working well. The officers have been thankful for the new machines and reported they are much faster and responsive than the previous ones.
- We continue to prepare and move forward with the newer Active 911 mapping software that everyone is moving to. Staff from County Fire and the Sheriff's office have been helpful to us in getting familiar with the new software and some of the administrative configurations. City Fire is setup on Active 911 for the Chief's vehicle, Command 1, Engine 1, and Engine 2. City PD has the software installed on the new machines and is currently testing it with a couple of their units. I anticipate that the rest of the PD units will go live with it in November.
- This month we also were able to finally implement the new camera server that runs our city camera system. The new server is faster and provides more storage space than the previous server. Staff feedback has been very positive so far with the updated hardware.
- With the start of the new budget year and moving into winter, we will be focusing on routine work station replacement in the various departments. The first few will cycle at the Clerk's Office and at the PD. It is a constant moving process so that we do not fall behind on our equipment.
- We assisted in getting the software that runs our water meter readings upgraded this month. We worked with the vendor of the equipment to bring on the new software to our servers and ensure that the new handheld meter device that was brought on was integrating with the software. There was also training done with the utility billing clerks for the updated software.

**MISSION:** *Provide effective technology support, services, design, and implementation for the City of Emmett; while enhancing productivity, safeguarding information, and economically planning and preparing for the future.*



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

**Date:** October 18, 2018

**Report No.:** 15

<i>Item</i>	<i>Notes</i>
<b>What did we accomplish since last progress report?</b> <ul style="list-style-type: none"> <li>• Completion of right of way acquisition by City and R/W agent</li> <li>• Submitted final design package</li> </ul>	Waiting for final R/W certification by City and LHTAC review of final design package.
<b>What will we accomplish in next month or so?</b> <ul style="list-style-type: none"> <li>• Final design review meeting and commence on PS&amp;E</li> <li>• Send out final utility correspondence</li> <li>• Send out final property owner mailer</li> </ul>	
<b>Scope changes / Value added to date:</b> <ul style="list-style-type: none"> <li>•</li> </ul>	
<b>Budget status / Percent complete:</b> <ul style="list-style-type: none"> <li>• Billed up to 95% of the contract amount</li> </ul>	
<b>Schedule status / Deliverable status:</b> <ul style="list-style-type: none"> <li>• Target submission of PS&amp;E by end of year</li> <li>• Construction is programmed for spring/summer of 2021.</li> </ul>	R/W acquisition process has caused delays City should plan to complete pipeline work in advance of planned roadway construction
<b>Input needed from client or others?</b> <ul style="list-style-type: none"> <li>• Timely review and comment on Final Design package when ready.</li> <li>• R/W certification</li> </ul>	
<b>Other issues / concerns</b>	

Report prepared by: Justin Walker, PE  
**END OF REPORT**