

## City of Emmett Council Meeting

October 9, 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, 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 Chief Curt Christensen, Emmett Library Alyce Kelley, Emmett Police Chief Steve Kunka, and City Clerk Lyleen Jerome. Also present, fireman D. Church, B. Patterson, C. Taylor, A. Thornton, and L. Vickery.

**Public Present:** Krista Cole, GCCC 1022 S Washington, Emmett, Megan Ryals, 2291 Scenic Dr., Emmett, Austin Thornton, 2291 Scenic Dr., Emmett, Shawn Stradley, 412 Walnut Ave, Emmett, Diana Baird, Messenger Index, Gwen Earls, 108 N DeClark, Emmett, Naomi Colton, 108 N DeClark, Emmett, Mike & Gina Thornton, 11730 N Hwy 52, Horseshoe Bend, Jefferson Jenkins, 125 S Plaza Rd, Emmett

**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** – September 25, 2018 – Council Meeting  
September 27, 2018 – Amend 17/18 Budget
- B. **Approval of Permits**
  - 1. **Bartender Permits** – None
- C. **Approval of Water Charge Waivers** - None
- D. **Approval of Accounts Payable**
- E. **Re-Approve Payment for Temporary Easement- S. Johns, E. 12<sup>th</sup> to 4<sup>th</sup> St Project**
  - 1. Ivonna Marie Bethel Dillard Family Trust – Parcel #11 – 1004 S. Johns Avenue  
Originally Approved 9/11/18 on incorrect property address of 617 E. 5<sup>th</sup>

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

### **Elected Officials**

#### **A. Mayor –**

- 1. Presented Certificates of Appreciation for the Emmett Fire Department Color Guard – Dan Church, Beau Patterson, Cameron Taylor, Austin Thornton, and Lysie Vickery.
- 2. Proclamations
  - A. Women in the Military – 18<sup>th</sup> of October
  - B. Rotary World Polio Day – 27<sup>th</sup> of October

#### **B. Announcements and Good of the Order**

#### **C. City Council**

### **Non-Consent Agenda**

- A. **Items from the community** - None

### **Unfinished Business**

### **New Business**

#### **A. Approval of Ordinance #O2018-10**

AN ORDINANCE ANNEXING TO THE CITY OF EMMETT, IDAHO, CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF GEM COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF EMMETT, IDAHO; ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS APPROVED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Councilman Nebeker made a **MOTION TO APPROVE ORDINANCE #O2018-10**. A **SECOND** made by Councilman Stout. 6 YEAH, 0 NOES Councilman Stout made a

City of Emmett Council Meeting

October 9, 2018

**MOTION TO SUSPEND THE RULES AND HAVE ONE READING OF ORDINANCE #O2018-10 BY TITLE ONLY. A SECOND** made by Councilman Welch. 6 YEAH, 0 NOES Brian Sullivan read Ordinance #O2018-10 by title only Councilman Alder made a **MOTION TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2018-10 AND DIRECT THE MAYOR TO SIGN AND THAT IT BE PUBLISHED IN SUMMARY. A SECOND** made by Councilman Henderson. 6 YEAH, 0 NOES.

**B. Gem County Chamber of Commerce Economic Development**

Robbie Roberts, President – Fund request – Business Improvement District

Councilman Stout made a **MOTION TO TRANSFER THE REMAINING FUNDS FROM THE BUSINESS IMPROVEMENT DISTRICT TO THE GEM COUNTY CHAMBER OF COMMERCE ECONOMIC DEVELOPING FOUNDATION IN THE AMOUNT OF \$1,910.97. A SECOND** made by Councilman Henderson. **Motion Carried**

**C. Gem County Chamber of Commerce – Krista Cole, Executive Director**

Discussion and Approval of Memorandum of Understanding Councilman Nebeker made a **MOTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GEM COUNTY ECONOMIC DEVELOPMENT AND THE CITY OF EMMETT. A SECOND** made by Councilman Alder 6 YEAH, 0 NOES.

**D. Emmett City Personnel Policy– Councilman Nebeker proposed change to Section IV (B)(5) Councilman Nebeker made a MOTION TO ACCEPT A PROPOSED CHANGE TO THE EMPLOYEE CLASSIFICATION, COMPENSATION, AND BENEFITS SECTION FOR (B) (5) AS LISTED BY HIMSELF IN THE CITY PACKET. A SECOND** made by Councilman Resinkin 5 AYES, 1 NAY by Councilman Alder. **Motion Carried.**

**Reports:**

**Library – Librarian Alyce Kelley – Nothing to report**

**Building Official/City Planner- Brian Sullivan –Nothing to Report**

**Superintendent of Public Works - Bruce Evans**

1. Report
2. ICRMP On-line University – Bruce spoke about the importance of taking the test and the discount that the city receives when the employees complete the training.

**City Clerk - Lyleen Jerome**

1. Report
2. Approval of Gem County Dispatch Funding Agreement – Councilman Stout made a **MOTION TO APPROVE THE GEM COUNTY DISPATCH FUNDING AGREEMENT WITH THE MAYOR TO SIGN. A SECOND** made by Councilman Welch. 6 YEAH, 0 NOES
1. Approval of payment to Gem County Dispatch Funding – Councilman Nebeker made a **MOTION TO PAY THE GEM COUNTY DISPATCH FUND OF \$33,622.62. A SECOND** made by Councilman Stout. **Motion Carried.**

**Fire Chief – Curt Christensen – Nothing to report**

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

**Chief of Police – Steve Kunka – Nothing to report**

**Engineer – None**

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

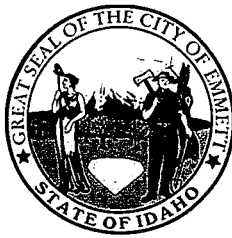
**Meeting Adjourned at 8:28 p.m.**

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**Mayor Gordon Petrie**

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**City Clerk Lyleen Jerome**



# CITY OF EMMETT

## Bartender Permit Checklist

**Applicant Name:** Nichole Dee Rowley

**Date:** 10/10/18

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Application Received: 10/10/18

- ☒ 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 \_\_\_\_\_

✓ ★ \*

Emmett Police Name/Records Check

✓ ★

Gem County Sheriff's Name/Records Check

\_\_\_\_\_

Idaho Repository Name/Records Check

Veda L. Lanham

Completed by

[Signature]  
Chief of Police

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City Council Approval

☒ Added to Council Agenda for approval

City Council Approved Yes ☐ No ☐

10/23/18  
Council Date

Official Alcohol License

☐ Created \_\_\_\_\_

☐ Mailed \_\_\_\_\_

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



# 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  
Jefferson Jenkins  
Gary Resinkin

City of Emmett  
Mayor Gordon Petrie  
Emmett City Council

Friday, October 12, 2018

RE: "1987 Kenworth T – 5 Dump Truck, VIN # 2NKCL29X4JM501539 and Crysteel Dump Bed, Serial # 94-31168 Public Notice Purchase Agreement between Gem County & City of Emmett."

[ XXX ] CONCUR for the following reasons:

- Approval letter dated 10/12/2018 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*



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RE: “1987 Kenworth T – 5 Dump Truck, VIN # 2NKCL29X4JM501539 and Crysteel Dump Bed, Serial # 94-31168 Public Notice Purchase Agreement between Gem County & City of Emmett.”

Mayor, City Council:

Attached is the “1987 Kenworth T – 5 Dump Truck, VIN # 2NKCL29X4JM501539 and Crysteel Dump Bed, Serial # 94-31168 Public Notice Purchase Agreement between Gem County & City of Emmett.

As per Jake Sweeten instructions, I have completed the following items:

- City of Emmett posted 2 – Public Notices in the Messenger – Index dated October 3<sup>rd</sup>, 10<sup>th</sup>, 2018 issues as a legal ad. (Please copy of this ad)
- Gem County posted 2 – Public Notices in the Messenger – Index dated October 3<sup>rd</sup>, 10<sup>th</sup>, 2018 issues as a legal ad.
- Idaho State Statute: Title – 67: STATE GOVERNMENT and STATE AFFAIRS, Chapter – 23: MISCELLANEOUS PROVISIONS, 67 – 2323 WRITTEN AGREEMENT BEFORE TRANSFER – PUBLICATION OF NOTICE (Copy of State Statute)
- Final Purchase agreement attached will need your approval to proceed to finalize purchase from Gem County Road & Bridge Department. And



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Mayor to sign and notarize document. (Copy of Copy of Purchase Agreement)

**I recommend the following motion: motion to approve: "Final Purchase Agreement between Gem County Road & Bridge Department & City of Emmett to proceed to finalize purchase from Gem County Road & Bridge Department. And Mayor to sign and notarize document."**



City of Emmett

*Bruce Evans*

Superintendent  
Public Works Department

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### **Public Notice**

Notice is hereby given that on October 23<sup>rd</sup>, 2018, at 7:00PM during the regular Emmett City Council meeting, 501 East Main Street, Emmett, Idaho 83617, the City of Emmett will discuss and make a decision regarding entering into a purchase agreement with Gem County for the City to purchase a 1987 Kenworth T – 5 Truck and a model Crysteel Dump Bed, for a total purchase price of \$12,500.00.

Signed

City of Emmett

Lyleen Jerome

City Clerk

Published – Messenger-Index, October 2<sup>nd</sup>, 2018

Published – Messenger-Index, October 9<sup>th</sup>, 2018

**§ 67-2323. WRITTEN AGREEMENT BEFORE TRANSFER - PUBLICATION OF NOTICE.**

**Idaho Statutes**

**Title 67. STATE GOVERNMENT AND STATE AFFAIRS**

**Chapter 23. MISCELLANEOUS PROVISIONS**

*Current through Chapter 353 of the 2018 Second Regular Session*

**§ 67-2323. WRITTEN AGREEMENT BEFORE TRANSFER - PUBLICATION OF NOTICE**

Prior to any such conveyance or transfer, a written agreement shall be made between units of government or districts for a conveyance or transfer of real or personal property from one to the other with or without consideration.

For conveyances or transfers of real or personal property with a value of ten thousand dollars (\$10,000) or less, the property may be conveyed or transferred without notice and a hearing as otherwise provided herein. For conveyances or transfers of real or personal property with a value in excess of ten thousand dollars (\$10,000), notice of the general terms of the agreement shall be given by publication in at least two (2) issues in a newspaper printed or of general circulation in the county or counties in which such respective units are located and having general circulation within such county or counties. Said notice shall give time and place of the next regular or special meeting of each respective unit at which time the governing board of such units propose to ratify such an agreement. The first publication shall be made not less than twelve (12) days prior to each meeting, and the last publication of notice shall be made not less than five (5) days prior to each meeting.

**Cite as Idaho Code § 67-2323**

**History.** Amended by 2014 Session Laws, ch. 344, sec. 1, eff. 7/1/2014.



## **PURCHASE AGREEMENT**

Purchase agreement made this \_\_\_\_ day of \_\_\_\_\_, 2018, between Gem County, Idaho, a corporate body and politic ("seller") and the City of Emmett, Idaho, a political subdivision of the State of Idaho ("buyer").

### **SECTION ONE. SALE OF PROPERTY**

Seller agrees to sell to buyer, and buyer agrees to purchase from seller, a 1987 Kenworth T - 5 Truck VIN # 2NKCL29X4JM501539, and a model Crysteel Dump Bed, Serial No. 94-31168, ("Property") pursuant to Idaho Code § 67-2322, and in accordance with the notice requirements of Idaho Code § 67-2323.

### **SECTION TWO. CONSIDERATION**

The purchase price of the Property shall be a total of Twelve Thousand, Five Hundred Dollars (\$12,500.00) (\$10,000 for the 1987 Kenworth T - 5 Truck and \$2500 for the Crysteel Dump Bed).

### **SECTION THREE. CLOSING**

A. Closing on the sale of the Property shall occur on or before October 31<sup>st</sup>, 2018 @ 5:00PM, or at such time as each parties' governing body shall have complied with applicable law related to the transfer of property from one governmental unit to another governmental unit.

B. At closing seller shall execute a bill of sale granting good and marketable title to the Property and any other transfer documents necessary to complete the transfer of title.

### **SECTION FOUR. TRANSFER OF TITLE**

Seller warrants seller's title to the Property and that title will be transferred to buyer free and clear of any liens, claims, charges, or encumbrances.

### **SECTION FIVE. GOVERNING LAW**

This agreement shall be governed by, construed, and enforced in accordance with the laws of Idaho.

### **SECTION SIX. ATTORNEY'S FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

#### **SECTION SEVEN. EFFECT OF PARTIAL INVALIDITY**

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

#### **SECTION EIGHT. MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

#### **SECTION NINE. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

Each party to this agreement has caused it to be executed on the date indicated below.

CITY OF EMMETT, IDAHO

GEM COUNTY, IDAHO

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

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

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

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

Title: Mayor

Title: Chairman, Gem County Board of  
Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Shelly Tilton, Gem County Clerk



# CITY OF EMMETT PUBLIC WORKS DEPARTMENT

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Gary Resinkin

City of Emmett  
Mayor Gordon Petrie  
Emmett City Council

Friday, October 05, 2018

RE: "Hawkeye Builders, Inc. – Payment # 3 for 2017 - 1 Year Final Sidewalk and ADA Ramp Repairs Project final payment in the amount of \$2,508.29."

[ XXX ] CONCUR for the following reasons:

- Approval letter dated 10/5/18 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*



# CITY OF EMMETT

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City of Emmett  
Mayor Gordon Petrie  
Emmett City Council

Friday, October 05, 2018

RE: "Hawkeye Builders, Inc. – Payment # 3 for 2017 - 1 Year Final Sidewalk and ADA Ramp Repairs Project final payment in the amount of \$2,508.29."

Mayor, City Council:

Attached is Payment # 3 from Hawkeye Builders, Inc. regarding the 2017 - 1 Year Final Sidewalk and ADA Ramp Repairs Project final payment in the amount of \$2,508.29.

Final Walk-over inspection was performed by City of Emmett during September 2018 and approved all work for payment and release of 1 – year security bond from Hawkeye Builders, Inc.

**I recommend the following motion: motion to approve Payment # 3 from Hawkeye Builders, Inc. regarding the 2017 - 1 Year Final Sidewalk and ADA Ramp Repairs Project final payment in the amount of \$2,508.29 and have the Mayor sign Contractor Payment # 3 from Hawkeye Builders, Inc. along with release of 1 – year security bond from Hawkeye Builders, Inc.**



City of Emmett

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Superintendent  
Public Works Department

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<b>Contractor's Application for Payment No.</b>		<b>3</b>
	Application Period: 1 YEAR FINAL	Application Date: 10/4/2018
To City of Emmet (Owner):	From (Contractor): Hawkeye Builders, Inc.	Via (Engineer):
Project:	Sidewalk and ADA Ramp Repairs	
Owner's Contract No.: Sidewalk and ADA Ramp Repairs	Contractor's Project No.:	Engineer's Project No.:

[illegible]

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

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

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

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

Contractor Signature: 	Date: 10/4/2018
3y: Chris Sheppard	

Owner - Level 1	Date
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Owner - Level 2 (if applicable)	Date
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**NOTIFIED FROM**  
EJCDC® C-620 Contractor's Application for Payment

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EJCDC® C-020 Contractor's Application for Payment



# CITY OF EMMETT PUBLIC WORKS DEPARTMENT

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City of Emmett  
Mayor Gordon Petrie  
Emmett City Council

Friday, October 12, 2018

RE: "New Airport Hangar Lease Agreement between Chad & Kim Gray and City of Emmett."

[ XXX ] CONCUR for the following reasons:

- Approval letter dated 10/12/2018 from Emmett Public Works Department.

[ ] NON – CONCUR for the following reasons:

Sincerely,



City of Emmett

*Bruce Evans*

Superintendent  
Public Works Department

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City of Emmett  
Mayor Gordon Petrie  
Emmett City Council

Friday, October 12, 2018

RE: "New Airport Hangar Lease Agreement between Chad & Kim Gray and City of Emmett."

Mayor, City Council:

Attached is a draft Airport Hangar Lease Agreement between Chad & Kim Gray and City of Emmett. This draft hangar lease agreement will be a new construction build at the airport. The location to be built will be at the West end of the current hangar approximately the 4<sup>th</sup> space past the last private hangar building.

The proposed lease agreement meets F.A.A. regulations regarding what can be stored inside a private aircraft hangar.

Regarding the proposed fee increase, I have informed Mr. & Mrs. Gray that City of Emmett is considering a rate increase in the future and explained that the Emmett Pilots Committee is helping to reach a consensus that the City can proposed regarding a proposed fee increase for tie-downs or hangar lease agreements. I am gathering information regarding the past 3 years budget along with the Pavement Asset CIP plan and the 20 – year CIP plan for the airport. Currently, the City can consider raising lease rent agreements on the newer agreements every 3 years, on the older lease agreements every 5 years by notifying the hangar owner 60 days prior to lease payment increase.

The Emmett Pilots Committee & I recommend approving the current application for Chad & Kim Gray proposed hangar lease agreement with the language to remain the same for what can be stored inside of the hangars and proceed further with the new application.

**I recommend the following motion: motion to approve new Airport Hangar Lease Agreement between Chad & Kim Gray and City of Emmett and ask the Mayor to sign, date, and notarize the lease agreement.**



City of Emmett

*Bruce Evans*

Superintendent  
Public Works Department

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---

Bruce Evans  
Telephone # 208-365-9569, Fax # 208-365-3064  
E-mail: [bevans@cityofemmett.org](mailto:bevans@cityofemmett.org)

## LEASE AGREEMENT

Lease agreement dated \_\_\_\_\_, 2018 ("Lease"), between the City of Emmett, Idaho ("Landlord") and Chad & Kim Gray whose address is 4 Snowsprings 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 \$25.00 more per year than the rent for one (1) tie-down spaces at the Emmett Airport. Rent will be \$175.00. 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

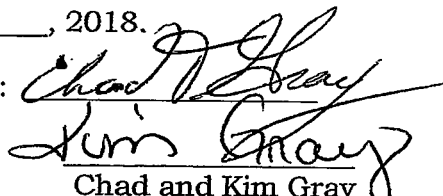
the Landlord before being submitted to the FAA. Tenant shall submit the form to the FAA unless otherwise directed by Landlord. Tenant shall provide a copy of all such forms to Landlord. The City Airport Advisory Committee with input from the Airport Manager shall approve the plans before construction 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:

  
Chad and Kim Gray  
4 Snowsprings Dr  
Garden Valley ID

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

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

STATE OF IDAHO )  
County of Gem ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared , known to Gordon Petrie 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 \_\_\_\_\_

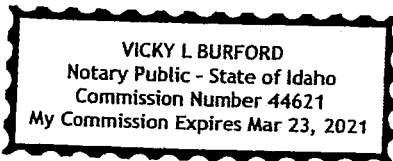
STATE OF IDAHO

County of Boise

)  
) ss.  
)

On this 10<sup>th</sup> day of October, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared Chad Gray known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me.

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 Garden Valley  
Vicky L. Burford  
My Commission Expires 3-23-21

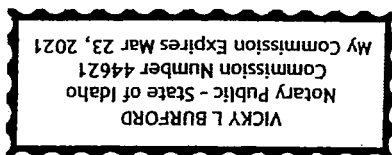
STATE OF IDAHO

County of Boise

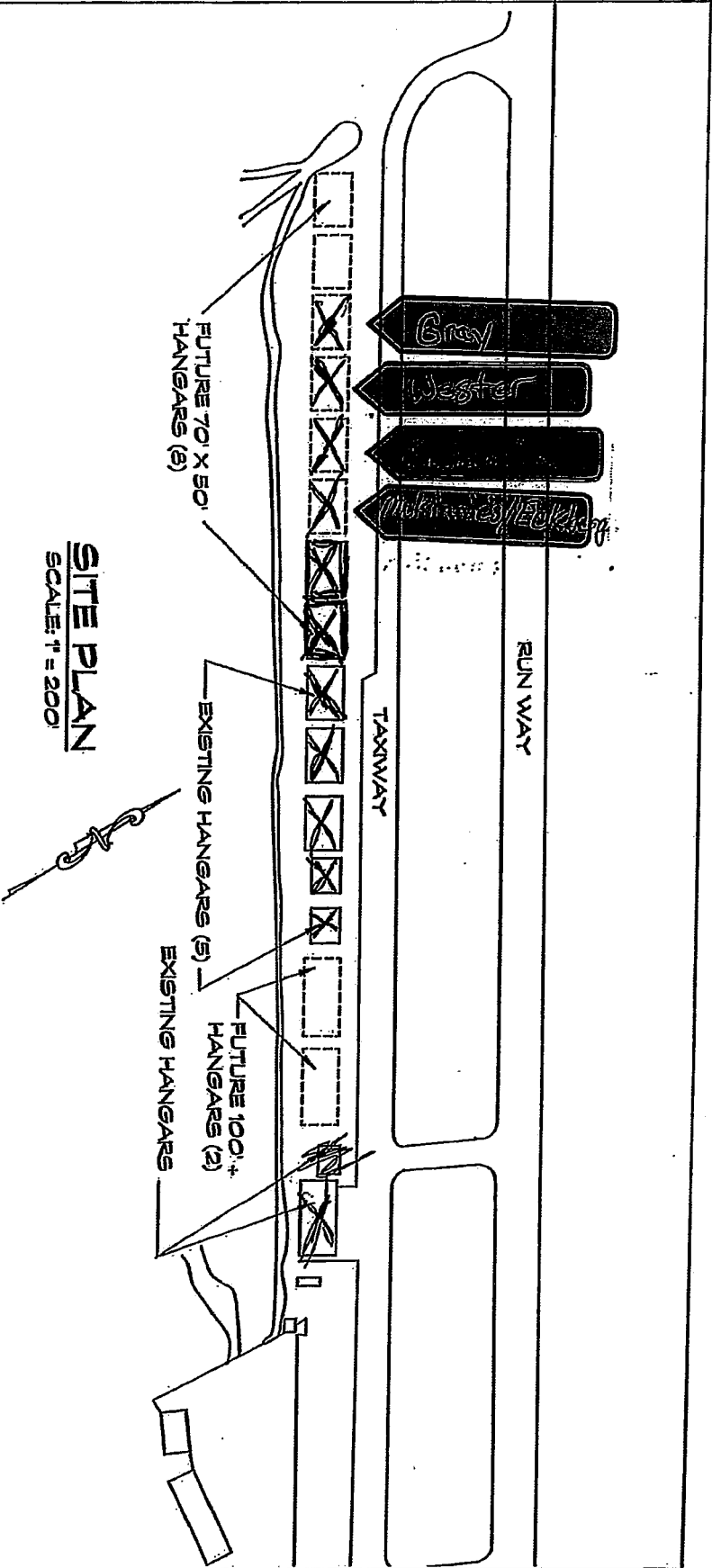
)  
) ss.  
)

On this 10<sup>th</sup> 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.

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 Garden Valley  
Vicky L. Burford  
My Commission Expires 3-23-21

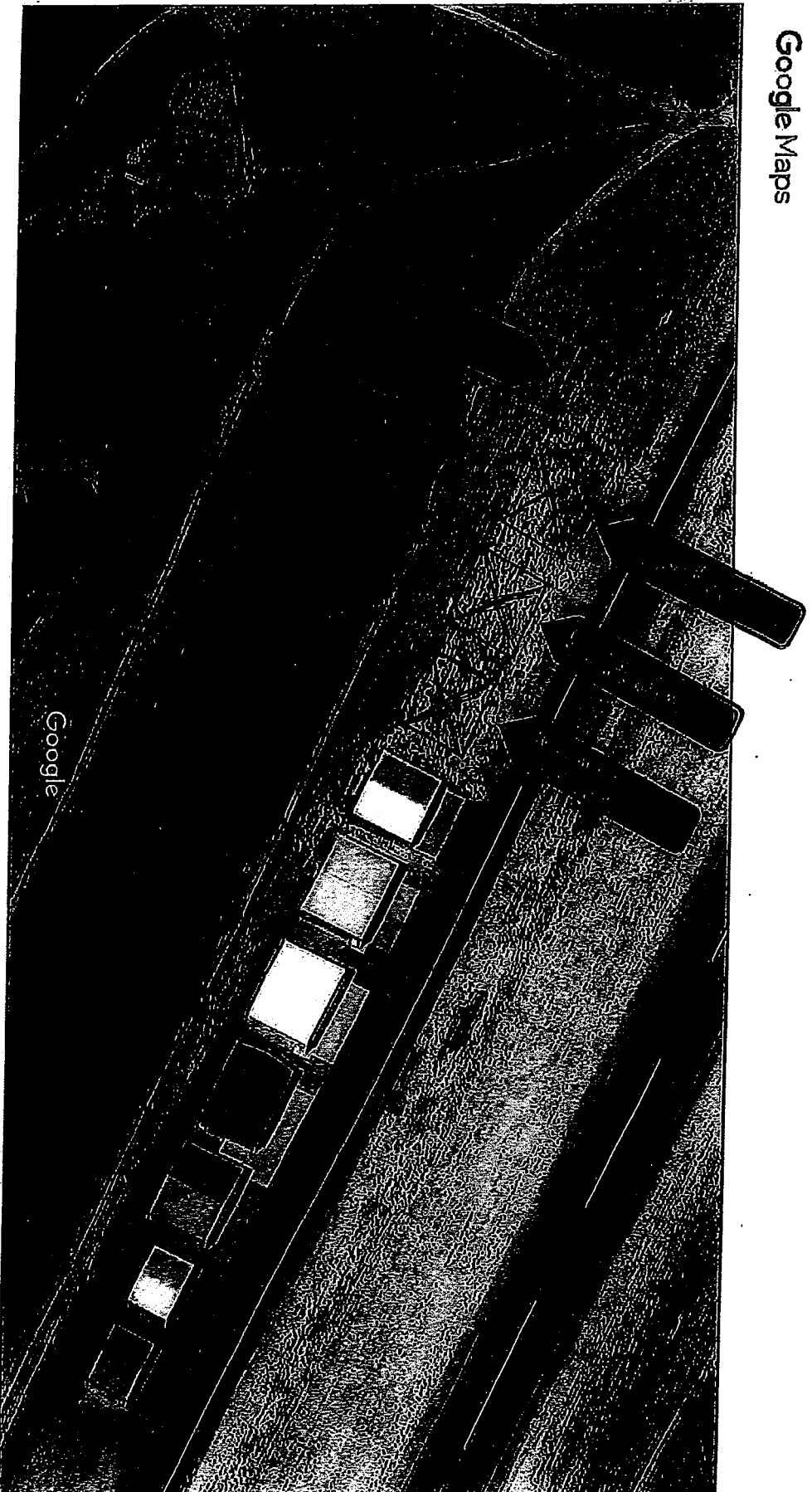


**AIRPORT HANGAR MASTER PLAN**  
**CITY OF EMMETT, IDAHO**

9/27/2018

Google Maps

Google Maps



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: Shawn Alder  
Eltona Henderson  
Steve Nebeker  
Jefferson Jenkins  
Gary Resinkin

City of Emmett  
Mayor Gordon Petrie  
Emmett City Council

Friday, October 12, 2018

RE: "New Airport Hangar Lease Agreement between Tailwind Partners, LLC – Josh or Cale Wester and City of Emmett."

[ XXX ] CONCUR for the following reasons:

- Approval letter dated 10/12/2018 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*





# CITY OF EMMETT PUBLIC WORKS DEPARTMENT

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City of Emmett  
Mayor Gordon Petrie  
Emmett City Council

Friday, October 12, 2018

RE: "New Airport Hangar Lease Agreement between Tailwind Partners, LLC – Josh or Cale Wester and City of Emmett."

Mayor, City Council:

Attached is a draft Airport Hangar Lease Agreement between Tailwind Partners, LLC – Josh or Cale Wester and City of Emmett. This draft hangar lease agreement will be a new construction build at the airport. The location to be built will be at the West end of the current hangar approximately the 4<sup>th</sup> space past the last private hangar building.

The proposed lease agreement meets F.A.A. regulations regarding what can be stored inside a private aircraft hangar.

Regarding the proposed fee increase, I have informed Tailwind Partners, LLC – Josh or Cale Wester that City of Emmett is considering a rate increase in the future and explained that the Emmett Pilots Committee is helping to reach a consensus that the City can proposed regarding a proposed fee increase for tie-downs or hangar lease agreements. I am gathering information regarding the past 3 years budget along with the Pavement Asset CIP plan and the 20 – year CIP plan for the airport. Currently, the City can consider raising lease rent agreements on the newer agreements every 3 years, on the older lease agreements every 5 years by notifying the hangar owner 60 days prior to lease payment increase.

The Emmett Pilots Committee & I recommend approving the current application for Tailwind Partners, LLC – Josh or Cale Wester proposed hangar lease agreement with the language to remain the same for what can be stored inside of the hangars and proceed further with the new application.

**I recommend the following motion: motion to approve new Airport Hangar Lease Agreement between Tailwind Partners, LLC – Josh or Cale Wester and City of Emmett and ask the Mayor to sign, date, and notarize the lease agreement.**



City of Emmett

*Bruce Evans*

Superintendent  
Public Works Department

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

## LEASE AGREEMENT

Lease agreement dated \_\_\_\_\_, 2018 ("Lease"), between the City of Emmett, Idaho ("Landlord") and Tailwind Partners, LLC, Josh or Cale Wester whose address is 2626 East 12<sup>th</sup> Street, Emmett, Idaho 83617 ("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.
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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.
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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: \_\_\_\_\_

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 \_\_\_\_\_

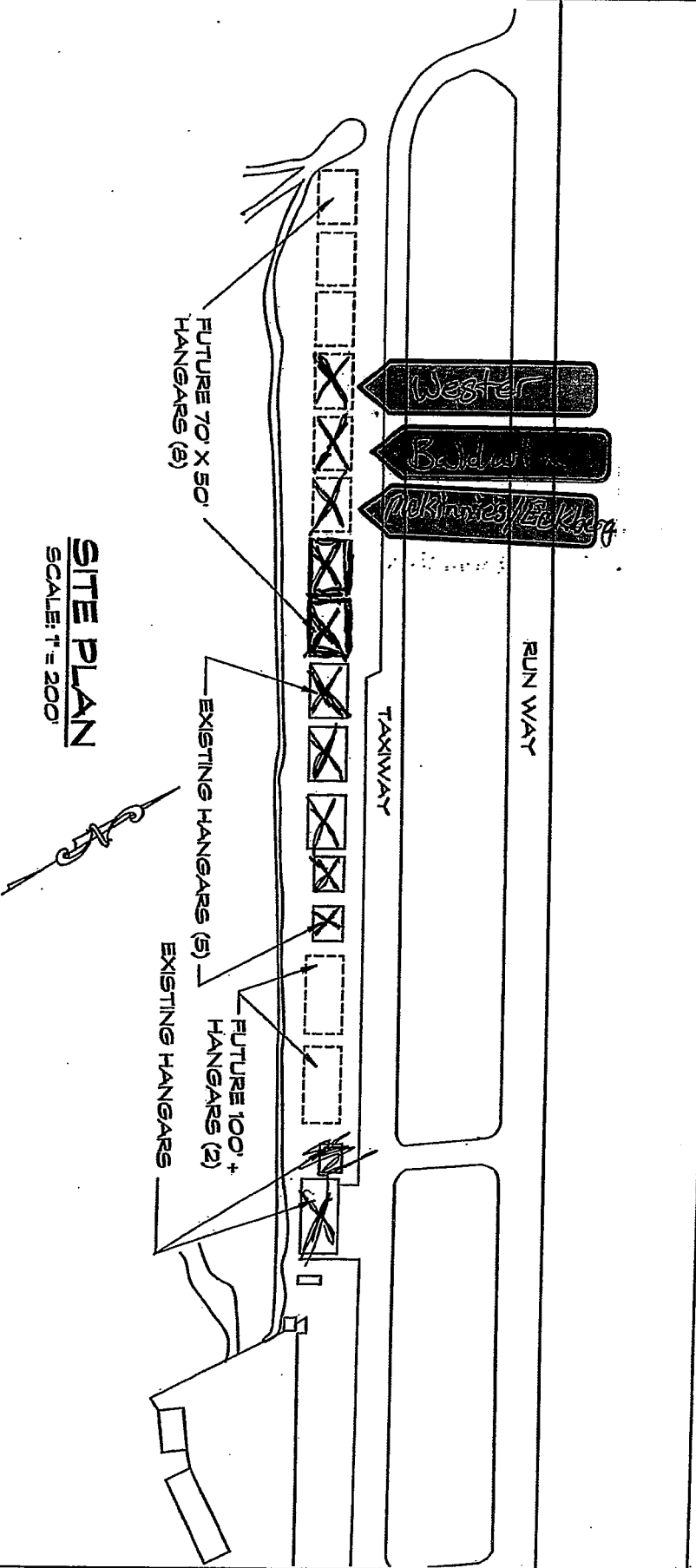
STATE OF IDAHO )  
 ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared \_\_\_\_\_, 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  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

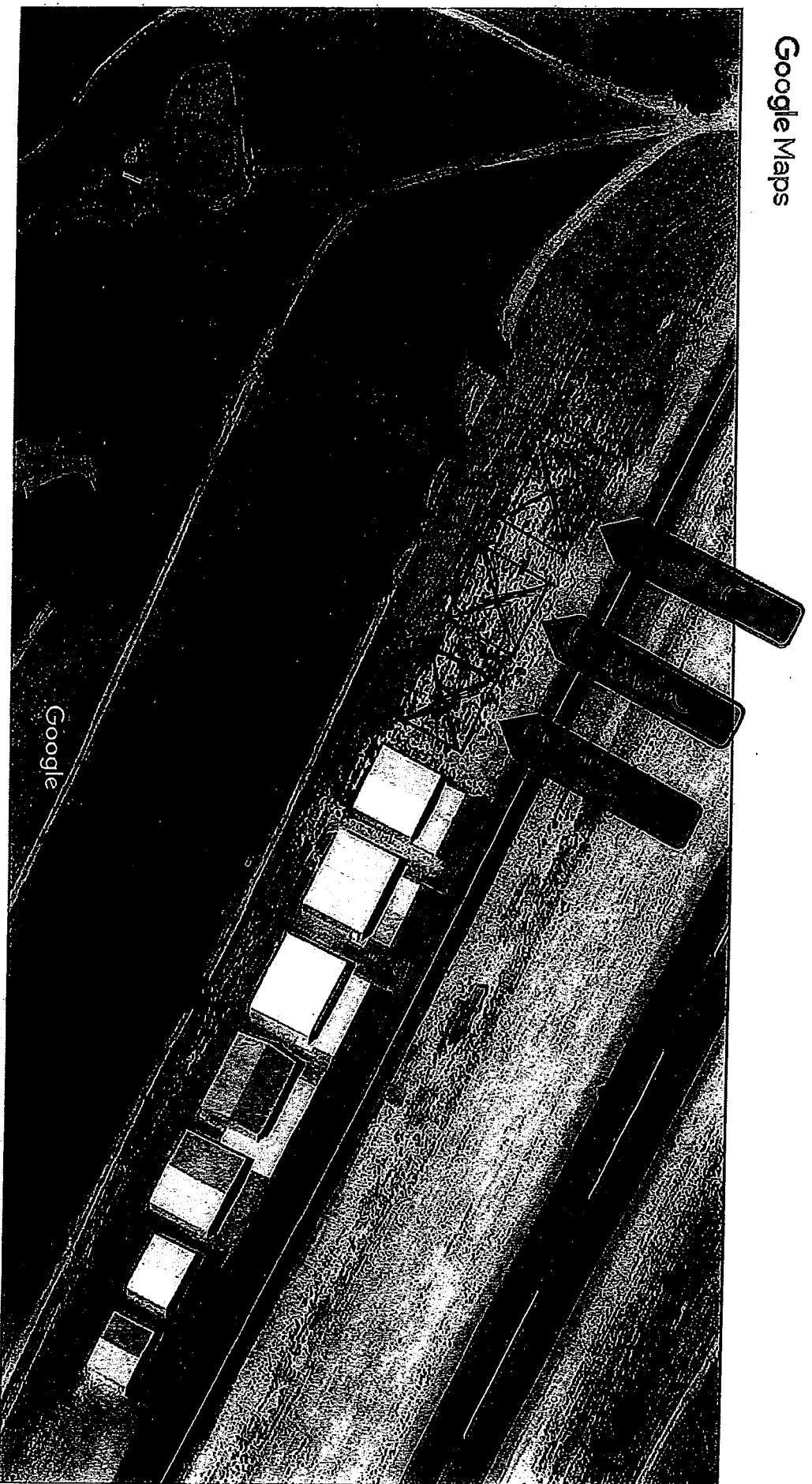
Exhibit A



**AIRPORT HANGAR MASTER PLAN**  
**CITY OF EMMETT, IDAHO**



Google Maps



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

City of Emmett  
Mayor Gordon Petrie  
Emmett City Council

Tuesday, October 16, 2018

RE: “Approval to accept lowest appraisal BID with shortest turnaround time for city owned parking lot located on the northwest corner at the intersection of 1st Street and South Hayes Avenue or approval to move forward without appraisal.”

Mayor, City Council:

Attached is the summary of appraisal BIDS as Exhibit A.

**I recommend the following motion: “Motion to approve lowest appraisal BID with shortest turnaround time for city owned parking lot located on the northwest corner at the intersection of 1st Street and South Hayes Avenue or approval to move forward without appraisal.”**

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



# CITY OF EMMETT PUBLIC WORKS DEPARTMENT

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City of Emmett  
Mayor Gordon Petrie  
Emmett City Council

Tuesday, October 16, 2018

RE: "Approval to accept lowest appraisal BID with shortest turnaround time for city owned parking lot located on the northwest corner at the intersection of 1st Street and South Hayes Avenue or approval to move forward without appraisal."

[ XXX ] CONCUR for the following reasons:

Approval letter dated 10/16/2018 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

### **Cost to appraise City owned parking lot**

<b>Appraisal Company</b>	<b>Appraisor</b>	<b>Turn around time</b>	<b>Appraisal Cost</b>
Idaho Commercial Appraisal	Tomothy E Robb	3-4 weeks	\$ 4,250.00
Integra Realty Resources – Boise	Brad Knipe	60 days	\$ 4,250.00
Wright Real Estate Services	Micheal Wright	4 months out + 2-4 weeks to complete	\$ 6,500.00

# BUILDING DEPT REPORT



Sep-18

	Sep-17	YTD 16/17	Sep-18	YTD 17/18
PERMITS ISSUED	13	134	12	167
VALUATION	\$70,455.15	\$2,254,051.60	\$157,133.77	\$4,100,621.20
FEES COLLECTED	\$1,313.75	\$33,282.55	\$2,489.50	\$63,742.03
COMMERCIAL	1	1	0	1
MULTI-FAMILY	0	0	0	0
SINGLE FAMILY HOMES	0	12	0	29
MANUFACTURED HOMES	1	1	2	21
INSPECTIONS (City/Co)	17	313	31	318
SITE INSPECTIONS/ORD	2	55	6	20
TOTAL INSPECTIONS	19	368	37	338

MISC. COMMENTS

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Building Official





## CITY ORDINANCE September Report

NEW	NEW	RESOLVED	OUTSTANDING
Junk / Abandoned Vehicles	5	4	6
Parking Violations	8	8	0
Prohibited Accumulations	0	0	6
Sidewalk Obstruction	0	1	1
Weeds/Trees	5	6	51
Animals Present / No permit	24	22	46
*Misc. Other	5	7	16
Citizen Complaint	22		
Officer Initiated	25		

\*Description of Misc Other -



## EMMETT POLICE DEPARTMENT

### September Patrol Statistics

	TOTAL
Felony Arrests - Male	0
Felony Arrests - Female	1
Misd. Arrests - Male	8
Misd. Arrests - Female	3
Infraction Cite	65
Dispatched Calls	340
Reports	68
Dogs Taken to Pound	7
Ordinance Calls	9

### Traffic Stops

Total Stops	151
Citations issued	37
Oral Warning	102
Unfounded	0

### Community Involvement

- \* Officers assisted with First Wednesday which was about September being National Preparedness Month. This event included all Gem County Emergency Responders.
- \*Chief attended a Multidisciplinary Team Meeting at Valor. Meeting discussed changes in psychiatric treatment at Valor and how it effects Law Enforcement Mental Holds.
- \*City Employees volunteered to be dunk in the dunk tank to help raise money for city pool.
- \*Annual Community Shred-it event to help raise money for crime prevention group.
- \*Hosted a ILIMS (Idaho State Forensics Lab prelog system) training.
- \*Attended 9/11 ceremony at Freezout Hill Memorial.
- \*Attended and participated in annual crab feed which is a first responder fund raiser.
- \*Recognized National Child Passenger Safety Week.
- \*Attended City Employee Appreciation Lunch.



# CASE SUMMARY REPORT

From 09/01/2018 To 09/30/2018

## EMMETT POLICE DEPARTMENT

Date	Time	Initial Remarks
09/01/2018	3:39 am	INVESTIGATED A HIT AND RUN TRAFFIC COLLISION
09/01/2018	10:32 am	INVESTIGATED HARASSMENT OF 50 YOF AND A 45 YOF
09/02/2018	5:50 am	CITZ CITE FOR TRAFFIC VIOLATION
09/02/2018	9:12 am	INVESTIGATED A POSSIBLE RAPE OF A 38 YOF AND UNKNOWN SUSPECT.
09/03/2018	2:33 pm	ARRESTED A 56 YOM FOR TWO WARRANTS
09/03/2018	11:50 pm	INVESTIGATED CHILD ENTICEMENT.
09/04/2018	2:15 pm	INVESTIGATED A FRAUD; OUT OF STATE SCAM
09/04/2018	3:58 pm	RECIEVED A COMPLAINT REGARDING ABUSE TO CHILDREN AND WIFE
09/05/2018	9:29 am	CITY ORDINANCE - PROHIBITED STORAGE OF REC VEHICLE ON PRIVATE PROPERTY
09/05/2018	2:45 pm	ARRESTED 21 YO MALE ON ADA COUNTY NO BOND WARRANT
09/05/2018	11:55 pm	INVESTGATION 52 YOF BATTERED BY UNKNOWN SUSPECT
09/06/2018	8:34 am	CITY ORDNINANCE - PROHIBITED PARKING (72HR LIMIT EXCEEDED) - REC VEH STORAGE
09/06/2018	12:19 pm	CITY ORDINANCE - JUNK VEHICLE
09/06/2018	1:02 pm	INVESTIGATED A HIT AND RUN
09/06/2018	2:08 pm	INVESTIGATING AN FRAUD INCIDENT- VICTIM 68 YO MALE, SUSPECT IS 32 YO FEMALE
09/07/2018	6:34 pm	RESPONDED TO LOST AND FOUND REPORT
09/08/2018	11:09 am	RESPONDED TO AN ABANDONED VEHICLE BLOCKING THE ROADWAY CALL
09/08/2018	8:42 pm	ARRESTED 21 YOA FEMALE FOR DOMESTIC BATTERY VICTIM 33 YOA FEMALE.
09/09/2018	12:44 am	ASSISTED GEM COUNTY DEPUTY WITH K9 SNIFF.
09/09/2018	1:08 pm	INVESTIGATED A RAPE OF A 38 YOF
09/10/2018	3:10 pm	RESPONDED TO A NON INJURY ACCIDENT IN THE 100 BLK OF HWY 16
09/10/2018	3:12 pm	14 YOA MALE PULLED A KNIFE ON A 13 YOA FEMALE
09/10/2018	5:36 pm	CONDUCTED A WELFARE CHECK ON A 12 YOA MALE
09/11/2018	12:01 pm	CIVIL DISPUTE LED TO SEARCH WARRANT - POSSESSION OF A CONTROLLED SUBSTANCE AND POSSESSION OF DRUG PARAPHERNALIA - ARREST 18 YO FEMALE
09/11/2018	6:49 pm	ARRESTED A 19 YOM FOR BATTERING A 18 YOF
09/12/2018	5:16 pm	CITY ORDINANCE - DOG BARKING & TOO MANY
09/13/2018	6:05 pm	16 YOM BATTERED 15 YOM
09/14/2018	7:12 am	INVESTIGATED THE THEFT OF A VEHICLE
09/14/2018	10:16 am	CITY ORDINANCE - DOGS X3 - NO LICENSING
09/14/2018	10:18 am	CITY ORDINANCE - CAMPER STORED ALONG CANAL
09/14/2018	11:26 am	ARRESTED A 33 YOF FOR A WARRANT
09/14/2018	1:08 pm	CITY ORDINANCE - OVER WATERING LAWN
09/14/2018	4:09 pm	RESPONDED TO UNATTENDED DEATH OF AN 85 YOM
09/15/2018	10:23 pm	ARRESTED 28 YOA MALE FOR DUI. BLOOD DRAW AFTER BREATH REFUSAL.
09/16/2018	4:45 pm	INVESTIGATED A FORGERY
09/16/2018	5:40 pm	INVESTIGATED MALICIOUS INJURY TO PROPERTY
09/17/2018	12:05 am	ASSISTED GCSO WITH DUI INVESTIGATION
09/17/2018	9:52 am	CITY ORDINANCE - ROOSTER(S) PRESENT - CHICKENS W/O PERMIT
09/17/2018	4:02 pm	INVESTIGATION- ATTEMPTED THEFT OF VEHICLE
09/17/2018	5:03 pm	56 YOM BATTERED 63 YOM
09/18/2018	7:30 am	INVESTIGATED A THREAT AT THE SCHOOL INVOLVING A 16 YOA MALE
09/18/2018	12:58 pm	SEIZED A POCKET KNIFE FROM JUVENILE ON SCHOOL PROPERTY
09/18/2018	9:43 pm	INVESTIGATED A CALL OF POSSIBLE DOMESTIC BATTERY
09/19/2018	10:00 am	CITY ORDINANCE - ABANDONED VEHICLE
09/19/2018	12:37 pm	CITY ORDINANCE - PROHIBITED PARKING REC VEHICLE (EXCEEDED 72 HR LIMIT)
09/19/2018	12:48 pm	FOUND WALLET AT STORE
09/19/2018	3:01 pm	INVESTIGATED TRAFFIC ACCIDENT, WROTE TICKET FOR FAILING TO HAVING CURRENT DRIVER LICENSE
09/19/2018	7:34 pm	17 YOF BITTEN BY UNIDENTIFIED DOG

**CASE SUMMARY REPORT**

From 09/01/2018 To 09/30/2018

**EMMETT POLICE DEPARTMENT**

Date	Time	Initial Remarks
09/19/2018	7:59 pm	INFORMATION REPORT
09/20/2018	11:22 am	ARRESTED A 28 YOA FEMALE FOR MISD WARRANT
09/20/2018	6:19 pm	CITY ORDINANCE - PROHIBITED PARKING
09/21/2018	4:43 pm	INVESTIGATED DRUG PARAPHERNALIA
09/21/2018	8:41 pm	INVESTIGATED VANDALISM OF A CAMPER. ALSO CITED A 19 YOA MALE FOR POSSESSION OF PARAPHERNALIA.
09/21/2018	10:00 pm	INVESTIGATED TWO 12YOA FEMALES IN A BATTERY
09/22/2018	9:19 pm	INVESTIGATED A VEHICLE BURGLARY.
09/23/2018	1:32 pm	INVESTIGATED A MALICIOUS INJURY TO PROPERTY OF A STORAGE DOOR ON A HOUSE.
09/24/2018	1:16 pm	INVESTIGATED A THEFT BY A WMA
09/24/2018	3:33 pm	ARRESTED FEMALE ADULT FOR A MISDEMEANOR WARRANT
09/24/2018	10:28 pm	INVESTIGATED A BATTERY REPORT BETWEEN TWO ROOMATES.
09/25/2018	1:20 am	FOUND WALLET IN VEHICLE THAT WAS JUST PURCHASED
09/25/2018	2:50 pm	INVESTIGATED A HMA FOR NO CONTACT ORDER VIOLATION AND UNLAWFUL ENTRY
09/26/2018	10:00 am	CITY ORDINANCE - WEED VIOLATION (PULLEF FROM CASES 17-376/974)
09/26/2018	7:06 pm	INVESTIGATION 27 YOM IN VIOLATION OF NOC
09/27/2018	8:27 pm	INVESTIGATED DISTURBING THE PEACE
09/28/2018	1:30 pm	INVESTIGATED A POSSESSION OF PARAPHERNALIA INVOLVING A 16 YOA FEMALE AT BLACK CANYON HIGH SCHOOL
09/29/2018	2:36 am	TOOK VEHICLE THEFT REPORT FROM 126 W MAIN ST
09/29/2018	10:29 am	INVESTIGATING FOUND DRUG PARAPHERNALIA
09/29/2018	11:44 pm	RESPONDED TO A MISSING PERSON REPORT
09/30/2018	2:48 pm	INVESTIGATED AN ANONYMOUS TIP ABOUT CHILDREN BEING LOCKED IN A CLOSET

Count: 69

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