

City of Emmett Council Meeting

March 26, 2019

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**
Joshua Williams offered the **Community Invocation**

Council Present: Council President Michelle Welch, Councilman Shawn Alder, Councilman Gary Resinkin, Councilman Steve Nebeker, Councilman Tona Henderson
Absent: Councilman Mike Stout. Quorum requirements met.

Staff Present: Brian Sullivan, Alyce Kelley, Steve Kunka, Clint Seamons, Mike Knittel, Lyleen Jerome, Heather Roehr, Mike Giery.

Public Present: Donna Waters, 134 N. Washington Ave.; Josh Williams, 604 S. Johns; Bill & Angie Kurta, 132 S. Washington; Krista Cole, GCCC; Diana Baird, Messenger Index; Sue Vahlberg, 603 E. Main St; Kirk Wille, 101 E. Main St.

Amendments to the Agenda: None

Councilman Henderson **MADE A MOTION TO APPROVE THE AGENDA AS PRESENTED, SECONDED, 5 AYES, 0 NOES. Motion Carried.**

Declaration of Conflicts of Interest: None

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

CONSENT AGENDA:

A. Approval of Minutes – February 26, 2019 and March 12, 2019

B. Approval of Permits - None

C. Approval of Water Charge Waivers – None

D. Approval of Accounts Payable

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

ELECTED OFFICIALS:

A. Mayor

Mayor declared proclamations for the following:

Week of the Young Child – April 8 thru April 12, 2019

National Library Week – April 7 thru April 13, 2019

National Volunteer Week – April 7 thru April 13, 2019

B. Announcements

C. City Council

1. City Owned Property Use - Councilman Nebeker stated he wanted to discuss our two City owned parking lots that are used for public parking within the City. It has been brought to his attention by a citizen that there may be some mis-use of these parking lots. There is a business that permanently parks three vehicles in one of the parking lots making it difficult at times for others to park there. Also, there has been vehicles that have for sale signs on them, a truck that has wood for sale, a truck with fertilizer for sale ect. Deputy Chief of Police Babcock addressed the Council and reported that our Ordinance Officer Roher contacted the owner of the vehicle that had the wood for sale and the vehicle has been removed. There was some discussion of the vehicles parked in the parking lot across from the Messenger Index. It was determined that these four vehicles are the property of the Elderly Opportunity Agency and are used to transport the elderly, veterans, and disabled to needed appointments ect. No further discussion was had on the issue.

Non-Consent Agenda

BUSINESS:

A. Approval of Quitclaim Deed and Acknowledgment Agreement – Brian Sullivan presented the Quit Claim Deed and Acknowledgment Agreement to finalize the sale of the City owned parking lot that was sold at Public Auction on March 13, 2019 in the amount of \$20,000 to Kurta Enterprises, LLC. City Clerk asked for the Motion to include instruction on which fund should receive the revenues, General Fund or Roads and Streets. Attorney Jake Sweeten verified that the Council does have the authority to determine where these funds are to be placed. Councilman Henderson made a **MOTION TO APPROVE THE QUITCLAIM DEED AND ACKNOWLEDGMENT AGREEMENT WITH THE MAYOR AND CITY CLERK TO SIGN AND BILL KURTA TO SIGN FOR KURTA ENTERPRISES, LLC, AND DESIGNATE THE FUNDS OF \$20,000 TO BE PUT INTO REVENUES OF THE ROAD AND STREET FUND, SECONDED, 5 AYES 0 NOES, Mayor polled the Council; Council President Welch-YEA, Councilman Henderson-YEA, Councilman Resinkin – YEA, Councilman Nebeker-YEA, Councilman Alder – YEA, 5 AYES, 0 NOES. Motion Carried.**

B. Approval of 4th Quarter Financials for FY 2018 – City Clerk, Lyleen Jerome presented the 4th Quarter Financial Reports for Year End 2018. These financials could not be prepared or posted until the Audited Financials were presented to and approved by the Council on March 12, 2019. Councilman Henderson made a **MOTION TO APPROVE AND PUBLISH THE 2018 4TH QUARTER FINANCIAL REPORT, SECONDED, 5 AYES, 0 NOES, Motion Carried.**

C. Approval of Scope of Work for Axon Video Migration – Mike Knittel presented a scope of work contract with Axon Video Migration in regards to the body cam upgrades and the migration of the system to a new storage location. Councilman Henderson made a **MOTION TO APPROVE THE SCOPE OF WORK FOR AXON VIDEO MIGRATION, SECONDED, Mayor asked for a voice vote; Council President Welch-YEA, Councilman Nebeker – YEA, Councilman Resinkin-YEA, Councilman Henderson-YEA, Councilman Alder- YEA. 5 AYES, 0 NOES. Motion Carried.**

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- D. Approval of Engineering Contract** – Clint Seamons presented the engineering contract for the walking pathway Johns Avenue – 12th Street to Carberry School. Discussion from Council on the location and the type of pathway that would be designed and how it will enhance the area verses encumbering personal property. Councilman Nebeker made a **MOTION TO APPROVE THE ENGINEERING CONTRACT WITH KELLER AND ASSOCIATES AND MAYOR TO SIGN, SECONDED, Voice Vote; Council President Welch-YEA, Councilman Nebeker-YEA, Councilman Resinkin-YEA, Councilman Henderson-YEA, Councilman Alder-YEA, 5 AYES, 0 NOES, Motion Carried.**
- E. Discussion of Cherry Festival Hospitality Beer & Wine Tent** – Krista Cole of Gem County Chamber of Commerce asked to discuss an additional qualified beer and wine vendor to the Cherry Festival Event in June. Krista proposed that a suitable vendor would be chosen and this would be in a controlled and professional manner. The location chosen for this would be located in the entertainment area in the form of a “tent”. Much discussion was had on the pros and cons in having a vendor in the City Park serving beer and wine. There is much to consider in regards to this and Krista will work with the Police Chief, Fire Chief, and Public Works to ascertain whether this would be a possibility for the Cherry Festival and will present the findings to Council at a future meeting.

REPORTS:

Building Official/City Planner – Brian Sullivan – Monthly Report Presented

City Clerk – Lyleen Jerome – Monthly Financial Report Presented

Fire – Deputy Fire Chief – Mike Giery – Monthly Report Presented

Library – Librarian Alyce Kelley – Monthly Report Presented

Police – Deputy Chief Babcock – Monthly Report Presented

Public Works – Superintendent Bruce Evans – Monthly Report Presented

System Administrator – Mike Knittel – Monthly Report Presented in addition to a power point presentation on the new GIS map on Cemetery graves that is now on the City website.

Economic Development – GCCC Director- Krista Cole Monthly report presented on new business coming soon to the area

Engineer – None

Councilman Alder **MADE A MOTION TO ADJOURN, SECONDED, 5 AYES, 0 NOES. Motion Carried.**

Meeting Adjourned at 8:36 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



Pioneer Title Company of Gem County

1500 S. Washington Ave.
Ste. B
Emmett, ID 83617
(208)365-5343

File Number: 607606
Sales Price: \$6,242.13
Close Date: 4/10/2019
Disbursement Date:
Date Prepared: 4/4/2019 3:59:17 PM

BUYER(S) CLOSING STATEMENT

Type: Purchase
Property: 719 SOUTH JOHNS AVENUE
EMMETT, ID 83617 (GEM)
(RP06N01W077763)
Buyer(s): CITY OF EMMETT, AN IDAHO MUNICIPAL CORPORATION
501 E. Main St.
Emmett, ID 83617
Seller(s): GEM COUNTY SENIOR/COMMUNITY CENTER, CORPORATION SUCCESSOR BY
MERGER TO SENIOR CITIZENS INCORPORATED
719 South Johns Avenue
Emmett, ID 83617

Description	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Sale Price of Property		\$6,242.13	
Title Charges			
Title - Lender's Title Insurance to Pioneer Title Company of Gem County			
Title - Owner's Title Insurance to Pioneer Title Company of Gem County		\$215.00	
Title - Settlement or closing fee to Pioneer Title Company of Gem County		\$171.00	
Title - Reconveyance Fee (Borrower) to Pioneer Title Company of Gem County		\$75.00	
Totals		\$6,703.13	\$0.00

Balance Due FROM Buyer: \$6,703.13

Escrow Officer: Palla Garringer
Phone: (208)365-5343

APPROVED AND ACCEPTED

BUYER(S)

City of Emmett

By: _____

SETTLEMENT COORDINATOR

Palla Garringer



File No. 607606

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Pioneer Title Company of Gem County.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files or from our affiliates.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

April 4, 2019

Buyer:
City of Emmett

Seller:
Gem County Senior/Community Center, Corporation
Successor by Merger to Senior Citizens Incorporated

By:

By: Pat A. Stewart, Chairman

By: Donna Gordon, Secretary/Treasurer



File No. 607606

**ACKNOWLEDGMENT AND APPROVAL OF PLAT
AND/OR RESTRICTIVE COVENANTS**

With reference to the real estate transaction closing under the above-identified file number, the undersigned acknowledges receipt from Pioneer Title Company of Gem County of a copy of the plat of the property that is the subject of said escrow, as well as a copy of the restrictive covenants that affect the property (if any are applicable). The undersigned has reviewed the same and understands how any matters or information contained therein relate to the transaction now contemplated in escrow.

Pioneer Title Company of Gem County may have furnished you with a map obtained from public records. This map is for location information only and is not a part of the commitment or policy. The parties to the escrow agree that the map may not depict the actual boundaries or dimensions of the land to be insured. The parties to this escrow hereby release Pioneer Title Company of Gem County and its underwriter, Old Republic National Title Insurance Company from any and all liability as a result of any inaccuracy in the map. Furthermore, the parties to this escrow understand that only a survey can determine the actual boundaries and dimensions of the land to be insured. If the parties elect to order a survey it will be at their expense and is outside the requirements of this escrow.

April 4, 2019

City of Emmett

By: _____



ESCROW INSTRUCTIONS
(Purchase)

File No.: 607606
Seller: Gem County Senior/Community Center, Corporation Successor by Merger to Senior Citizens Incorporated
Buyer: City of Emmett, an Idaho Municipal Corporation
Lender:
Property: 719 South Johns Avenue, Emmett, ID 83617
Date: April 4, 2019
To: Pioneer Title Company of Gem County (hereinafter referred to as "Pioneer Title")

Upon receipt of collected funds sufficient to close this transaction, Pioneer Title is authorized to close the above escrow and record the documents delivered to it, as well as to disburse those funds as set forth in the closing statement executed and hereby approved by the Buyer and Seller, under the following conditions.

1. **TITLE INSURANCE:** Buyer and Seller instruct Pioneer Title to close this transaction upon notification that a(n) Standard Owner's Policy in the amount of \$6,242.13 insuring Buyer, can be issued subject to customary title exceptions, restrictive covenants, easements, and title exceptions 1-12 as set forth in Title Commitment No. 607606 of which Buyer and Seller have read and hereby approve.

2. **PRORATIONS:** All prorations between Buyer and Seller shall be as of the date set forth in the closing statement. All prorations shall be based upon a 365-day year, unless the parties otherwise notify Pioneer Title of a different applicable amortization period. Calculated prorations shall be based upon the most recently available property tax, rental, and insurance information received from Seller or the deed of trust beneficiary or mortgagee. All water, utility, and other prorations not specifically set forth in the closing statement shall be prorated directly between Buyer and Seller outside of this closing. Additional recording fees and additional interest due different from that set forth in the closing statement may be deducted from the appropriate party's funds, notwithstanding the amounts set forth in that closing. **NO PRORATION OF PROPERTY TAXES**

3. **FIRE INSURANCE:** Pioneer Title shall have no obligation to cancel, transfer, or purchase fire or other insurance for the Buyer and Seller. All insurance needs of the parties shall be handled directly by the parties, outside of escrow.

4. **UTILITIES:** It is the responsibility of both buyer and seller to transfer the utilities at the time of closing.

5. **ADDITIONAL MONIES:** Pioneer Title is authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse Pioneer Title for any charges incurred by Pioneer Title in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. Pioneer Title is further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by Pioneer Title for said recording fees.

6. **PURCHASE AND SALE AGREEMENT:** Pioneer Title is bound solely by the provisions set forth in these escrow closing instructions and the parties hereto understand that Pioneer Title are not a party to any Receipt for Earnest Money and Purchase and Sale Agreement, executed by the parties herein, and that said Receipt for Earnest Money and Purchase and Sale Agreement (and Amendments thereto, if any) is/are not a part of these escrow closing instructions. Pioneer Title is to be concerned only in the performance of Pioneer Title's duties in compliance with these escrow closing instructions. Pioneer Title is to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.

7. **DISPUTES WITH PIONEER TITLE:** Pioneer Title and every other party executing this Agreement agree that all disputes, claims, and controversies involving Pioneer Title in any way, whether individual, joint, or class in nature, arising out of this agreement or otherwise, including without limitation contract and tort disputes, in which the amount in controversy is \$50,000.00 or less shall be arbitrated pursuant to the Uniform Arbitration Act, upon written request of Pioneer Title. The parties shall mutually agree upon the arbitrator who shall be a licensed attorney or retired judge. Each of the parties to the dispute shall pay a pro-rata share of the arbitrator's fee. If the parties to the dispute cannot agree upon the arbitrator, then the arbitrator shall be selected by the court of general jurisdiction in the judicial district in which the principal office of Pioneer Title is situated upon motion or petition of Pioneer Title. The award rendered by the arbitrator shall be final and non-appealable, except that judgment may be entered in any court having jurisdiction thereof enforcing the terms of the arbitrator's award. Under no circumstances shall an arbitrator award punitive or exemplary damages to any of the parties to the arbitration.

8. **DISPUTES WITH OTHERS:** If a dispute arises between the Buyer and Seller or with any third party, Pioneer Title shall have the option to await settlement of such controversy between the parties and submission of joint written instructions by them, or to institute an inter pleader action or otherwise await the entry of a court order judgment determining the parties' rights in such dispute. In the event that

you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you as escrow holder harmless from and against any and all costs, charges, damages, attorney's fees or other expense which you in good faith may incur.

9. DISBURSEMENTS: Buyer and Seller agree to pay and reimburse Pioneer Title, upon demand, any sums paid or otherwise disbursed by it in reliance upon any check, draft, or other items if they are returned or otherwise fail to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller, or their third party lender fails to present for payment any check or instrument issued by Pioneer Title Company at the request and instruction of Buyer or Seller, within ninety (90) days from the date such check was issued, then Buyer and Seller authorizes Pioneer Title Company to deduct the sum of five dollars (\$5.00) per month from such funds until the check is presented for payment. If Pioneer Title reissues any stale check, the fee charged to Pioneer Title by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer and Seller.

10. AMENDMENTS: These instructions may only be amended in writing signed by the parties to this escrow or as set forth in any written supplemental escrow instruction. Pioneer Title may return the instruments and funds delivered pursuant to these instructions if this transaction fails to close within fifteen (15) working days from the above date; however if Pioneer Title elects not to return the instruments and funds, then this transaction may proceed to close, unless Pioneer Title is otherwise notified by the parties to this escrow.

11. COPIES: Buyer and Seller authorize Pioneer Title to deliver a copy of these instructions and related documentation to Buyer's or Seller's real estate broker, salesperson, mortgagee, mortgage broker, deed of trust beneficiary, attorney or other agent upon request.

12. TRUSTEE'S RECONVEYANCE FEE: Some deeds of trust provide that no reconveyance charge shall be charged to the party legally entitled to the reconveyance while other deed of trust forms limit the dollar amount of a reconveyance fee. The undersigned nevertheless request that Pioneer Title pay the trustee's customary reconveyance fee notwithstanding any contrary agreement, restriction or limitation set forth in any deed of trust wherein a reconveyance is requested in this transaction. The undersigned knowingly and intentionally waive any restriction or limitation on the collection of a reconveyance fee set forth in the closing statement executed and hereby approved by the undersigned.

THE UNDERSIGNED ARE HEREBY NOTIFIED THAT THEY HAVE THE RIGHT TO HAVE THE DOCUMENTATION USED IN THE CLOSING AND THESE ESCROW INSTRUCTIONS REVIEWED BY AN ATTORNEY OF THE UNDERSIGNED'S CHOICE, AT THEIR EXPENSE, PRIOR TO CLOSING. ANY QUESTIONS THEY MAY HAVE WITH REGARD TO THE DOCUMENTATION SHOULD BE ADDRESSED TO ANY ATTORNEY. PIONEER TITLE CANNOT ANSWER LEGAL QUESTIONS FOR THE PARTIES.

Contact information will not be shared with any third party or entity(ies). Pioneer Title will never sell or distribute as part of our customer privacy policy, personal or public information about any client.

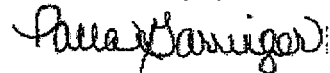
Buyer:

City of Emmett

By: _____

Buyer Email Address _____

Pioneer Title Company of Gem County



Palla Garringer, Escrow Officer

Seller:

Gem County Senior/Community Center, Corporation Successor
by Merger to Senior Citizens Incorporated

By: Pat A. Stewart, Chairman _____

By: Donna Gordon, Secretary/Treasurer _____

Seller Email Address _____



Pioneer Title Company of Gem County

1500 S. Washington Ave.
Ste. B
Emmett, ID 83617
(208)365-5343

File Number: 607593
Sales Price: \$521.96
Close Date: 4/10/2019
Disbursement Date:
Date Prepared: 4/4/2019 3:56:42 PM

BUYER(S) CLOSING STATEMENT

Type: Purchase
Property: 703 SOUTH JOHNS AVENUE
EMMETT, ID 83617 (GEM)
(RP06N01W077682)
Buyer(s): CITY OF EMMETT, AN IDAHO MUNICIPAL CORPORATION
501 E. Main St.
Emmett, ID 83617
Seller(s): RONALD L. ACUNA JR.
703 South Johns Avenue
Emmett, ID 83617

Description	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Sale Price of Property		\$521.96	
Title Charges			
Title - Lender's Title Insurance to Pioneer Title Company of Gem County			
Title - Owner's Title Insurance to Pioneer Title Company of Gem County		\$215.00	
Title - Settlement or closing fee to Pioneer Title Company of Gem County		\$300.00	
Title - Reconveyance Fee (Borrower) for 2 Reconveyances to Pioneer Title Company of Gem County		\$150.00	
Additional Settlement Charges			
Partial Request Fee to HomeStreet Bank \$250.00 (POC \$250.00 by City of Emmett, an Idaho Municipal Corpo)	\$250.00		
Totals		\$1,186.96	\$0.00

Balance Due FROM Buyer: \$1,186.96

Escrow Officer: Palla Garringer
Phone: (208)365-5343

APPROVED AND ACCEPTED

BUYER(S)
City of Emmett, an Idaho Municipal Corporation

By: _____

SETTLEMENT COORDINATOR

Palla Garringer



File No. 607606

**ACKNOWLEDGMENT AND APPROVAL OF PLAT
AND/OR RESTRICTIVE COVENANTS**

With reference to the real estate transaction closing under the above-identified file number, the undersigned acknowledges receipt from Pioneer Title Company of Gem County of a copy of the plat of the property that is the subject of said escrow, as well as a copy of the restrictive covenants that affect the property (if any are applicable). The undersigned has reviewed the same and understands how any matters or information contained therein relate to the transaction now contemplated in escrow.

Pioneer Title Company of Gem County may have furnished you with a map obtained from public records. This map is for location information only and is not a part of the commitment or policy. The parties to the escrow agree that the map may not depict the actual boundaries or dimensions of the land to be insured. The parties to this escrow hereby release Pioneer Title Company of Gem County and its underwriter, Old Republic National Title Insurance Company from any and all liability as a result of any inaccuracy in the map. Furthermore, the parties to this escrow understand that only a survey can determine the actual boundaries and dimensions of the land to be insured. If the parties elect to order a survey it will be at their expense and is outside the requirements of this escrow.

April 4, 2019

City of Emmett

By: _____



File No. 607593

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Pioneer Title Company of Gem County.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files or from our affiliates.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

April 4, 2019

Buyer:

City of Emmett, an Idaho Municipal Corporation

Seller:

Ronald L. Acuna Jr.

By:



File No. 607593

CONDITIONS OF CLOSING

The undersigned parties acknowledge that the signing of the documents deposited in this escrow *does not* constitute closing. Closing will be completed upon recordation of the applicable documents which is contingent upon the following conditions, including but not limited to:

- (1) Receipt of certified funds from the applicable parties, which includes lender's loan proceeds by wire transfer.**
- (2) Deposit of all required documents.**

The parties further acknowledge and agree that Pioneer Title Company of Gem County will be held harmless for any additional interest, due or lost, or matters pertaining to possession of the property, in the event there is a delay in final closing due to non-satisfaction of the above conditions.

April 4, 2019

Buyer:

City of Emmett, an Idaho Municipal Corporation

By: _____

Seller:

Ronald L. Acuna Jr.



ESCROW INSTRUCTIONS (Purchase)

File No.: 607593
Seller: Ronald L. Acuna Jr.
Buyer: City of Emmett, an Idaho Municipal Corporation
Lender:
Property: 703 South Johns Avenue, Emmett, ID 83617
Date: April 4, 2019
To: Pioneer Title Company of Gem County (hereinafter referred to as "Pioneer Title")

Upon receipt of collected funds sufficient to close this transaction, Pioneer Title is authorized to close the above escrow and record the documents delivered to it, as well as to disburse those funds as set forth in the closing statement executed and hereby approved by the Buyer and Seller, under the following conditions.

1. **TITLE INSURANCE:** Buyer and Seller instruct Pioneer Title to close this transaction upon notification that a(n) Standard Owner's Policy in the amount of \$521.96 insuring Buyer, can be issued subject to customary title exceptions, restrictive covenants, easements, and title exceptions 1-13 as set forth in Title Commitment No. 607593 of which Buyer and Seller have read and hereby approve.
2. **PRORATIONS:** All prorations between Buyer and Seller shall be as of the date set forth in the closing statement. All prorations shall be based upon a 365-day year, unless the parties otherwise notify Pioneer Title of a different applicable amortization period. Calculated prorations shall be based upon the most recently available property tax, rental, and insurance information received from Seller or the deed of trust beneficiary or mortgagee. All water, utility, and other prorations not specifically set forth in the closing statement shall be prorated directly between Buyer and Seller outside of this closing. Additional recording fees and additional interest due different from that set forth in the closing statement may be deducted from the appropriate party's funds, notwithstanding the amounts set forth in that closing.
3. **FIRE INSURANCE:** Pioneer Title shall have no obligation to cancel, transfer, or purchase fire or other insurance for the Buyer and Seller. All insurance needs of the parties shall be handled directly by the parties, outside of escrow.
4. **UTILITIES:** It is the responsibility of both buyer and seller to transfer the utilities at the time of closing.
5. **ADDITIONAL MONIES:** Pioneer Title is authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse Pioneer Title for any charges incurred by Pioneer Title in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. Pioneer Title is further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by Pioneer Title for said recording fees.
6. **PURCHASE AND SALE AGREEMENT:** Pioneer Title is bound solely by the provisions set forth in these escrow closing instructions and the parties hereto understand that Pioneer Title are not a party to any Receipt for Earnest Money and Purchase and Sale Agreement, executed by the parties herein, and that said Receipt for Earnest Money and Purchase and Sale Agreement (and Amendments thereto, if any) is/are not a part of these escrow closing instructions. Pioneer Title is to be concerned only in the performance of Pioneer Title's duties in compliance with these escrow closing instructions. Pioneer Title is to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.
7. **DISPUTES WITH PIONEER TITLE:** Pioneer Title and every other party executing this Agreement agree that all disputes, claims, and controversies involving Pioneer Title in any way, whether individual, joint, or class in nature, arising out of this agreement or otherwise, including without limitation contract and tort disputes, in which the amount in controversy is \$50,000.00 or less shall be arbitrated pursuant to the Uniform Arbitration Act, upon written request of Pioneer Title. The parties shall mutually agree upon the arbitrator who shall be a licensed attorney or retired judge. Each of the parties to the dispute shall pay a pro-rata share of the arbitrator's fee. If the parties to the dispute cannot agree upon the arbitrator, then the arbitrator shall be selected by the court of general jurisdiction in the judicial district in which the principal office of Pioneer Title is situated upon motion or petition of Pioneer Title. The award rendered by the arbitrator shall be final and non-appealable, except that judgment may be entered in any court having jurisdiction thereof enforcing the terms of the arbitrator's award. Under no circumstances shall an arbitrator award punitive or exemplary damages to any of the parties to the arbitration.
8. **DISPUTES WITH OTHERS:** If a dispute arises between the Buyer and Seller or with any third party, Pioneer Title shall have the option to await settlement of such controversy between the parties and submission of joint written instructions by them, or to institute an inter pleader action or otherwise await the entry of a court order judgment determining the parties' rights in such dispute. In the event that

you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you as escrow holder harmless from and against any and all costs, charges, damages, attorney's fees or other expense which you in good faith may incur.

9. DISBURSEMENTS: Buyer and Seller agree to pay and reimburse Pioneer Title, upon demand, any sums paid or otherwise disbursed by it in reliance upon any check, draft, or other items if they are returned or otherwise fail to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller, or their third party lender fails to present for payment any check or instrument issued by Pioneer Title Company at the request and instruction of Buyer or Seller, within ninety (90) days from the date such check was issued, then Buyer and Seller authorizes Pioneer Title Company to deduct the sum of five dollars (\$5.00) per month from such funds until the check is presented for payment. If Pioneer Title reissues any stale check, the fee charged to Pioneer Title by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer and Seller.

10. AMENDMENTS: These instructions may only be amended in writing signed by the parties to this escrow or as set forth in any written supplemental escrow instruction. Pioneer Title may return the instruments and funds delivered pursuant to these instructions if this transaction fails to close within fifteen (15) working days from the above date; however if Pioneer Title elects not to return the instruments and funds, then this transaction may proceed to close, unless Pioneer Title is otherwise notified by the parties to this escrow.

11. COPIES: Buyer and Seller authorize Pioneer Title to deliver a copy of these instructions and related documentation to Buyer's or Seller's real estate broker, salesperson, mortgagee, mortgage broker, deed of trust beneficiary, attorney or other agent upon request.

12. TRUSTEE'S RECONVEYANCE FEE: Some deeds of trust provide that no reconveyance charge shall be charged to the party legally entitled to the reconveyance while other deed of trust forms limit the dollar amount of a reconveyance fee. The undersigned nevertheless request that Pioneer Title pay the trustee's customary reconveyance fee notwithstanding any contrary agreement, restriction or limitation set forth in any deed of trust wherein a reconveyance is requested in this transaction. The undersigned knowingly and intentionally waive any restriction or limitation on the collection of a reconveyance fee set forth in the closing statement executed and hereby approved by the undersigned.

THE UNDERSIGNED ARE HEREBY NOTIFIED THAT THEY HAVE THE RIGHT TO HAVE THE DOCUMENTATION USED IN THE CLOSING AND THESE ESCROW INSTRUCTIONS REVIEWED BY AN ATTORNEY OF THE UNDERSIGNED'S CHOICE, AT THEIR EXPENSE, PRIOR TO CLOSING. ANY QUESTIONS THEY MAY HAVE WITH REGARD TO THE DOCUMENTATION SHOULD BE ADDRESSED TO ANY ATTORNEY. PIONEER TITLE CANNOT ANSWER LEGAL QUESTIONS FOR THE PARTIES.

Contact information will not be shared with any third party or entity(ies). Pioneer Title will never sell or distribute as part of our customer privacy policy, personal or public information about any client.

Buyer:

Seller:

City of Emmett, an Idaho Municipal Corporation

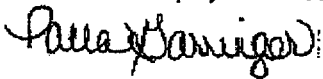
Ronald L. Acuna Jr.

By:

Buyer Email Address

Seller Email Address

Pioneer Title Company of Gem County



Palla Garringer, Escrow Officer

Lyleen Jerome

From: Ryan Bertalotto
Sent: Thursday, March 28, 2019 11:23 AM
To: Lyleen Jerome
Cc: Steve Kunka
Subject: April 9th agenda item

Can the police department get on the agenda for April 9? We will have an action item for the following motion:

The Police Department and the Emmett Area Crime Prevention Council requests use of the Emmett City Hall parking lot on Saturday, September 14, 2019 from 9:00 A.M. to 2:00 P.M. The police department and Crime Prevention Council would like to use the parking lot to facility the annual "Shred It" event for the community. The Shred It event is a fundraiser for the Emmett Area Crime Prevention Council that allows community members to shred any sensitive and personal documents as part of identity theft prevention.

Ryan Bertalotto, Administrative Sergeant
City of Emmett Police Department
501 E. Main Street
Emmett ID 83617
PH: 208-365-6055
FAX: 208-365-6062



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-200803-43546.569KP

Issued: 03/22/2019

Quote Expiration: 03/31/2019

Account Number: 112889

Start Date: 04/15/2019
 Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SHIP TO

Mike Knittel
 Emmett Police Department - ID
 501 E. Main Street
 Emmett, ID 83617
 US

BILL TO

Emmett Police Department - ID
 501 E. Main Street
 Emmett, ID 83617
 US

SALES REPRESENTATIVE

Kyle Panasewicz
 Phone: (480) 905-2071
 Email: kylep@axon.com
 Fax: (480) 658-0673

PRIMARY CONTACT

Mike Knittel
 Phone: (208) 398-2100
 Email: mknittel@cityofemmett.org

Year 1 - Prorated to Current Term

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other:					
80190	Evidence.com Channel Services	1	10,000.00	0.00	0.00
80191	Evidence.com Channel Migration, TB	6	500.00	0.00	0.00
	Subtotal				0.00
	Estimated Shipping				0.00
	Estimated Tax				0.00
	Total				0.00

Grand Total 0.00



Discounts (USD)

Quote Expiration: 03/31/2019

List Amount	13,000.00
Discounts	13,000.00
Total	0.00

**Total excludes applicable taxes*

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-200803-43546.569KP

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