

MEMO FROM EMMETT MAYOR GORDON W. PETRIE

SUBJECT: MYTHS AND MISCONCEPTIONS; THINGS THAT MAKE THIS MAYOR SAY, “HUH”?

As we begin Idaho’s new fiscal year—the city’s begins 1 October—I want to address some of the unfortunate things one often hears due to misinformation or rumor. The first myth concerns the city “way back when” making a deal with our local grocery store as it moved from Washington to Highway 16. Supposedly, the city agreed to prevent other grocery stores from coming into our town. We allegedly continue to honor that “agreement”.

Au contraire, mon frere! Such an agreement is highly illegal. Any grocery chain or independent wanting to build in Emmett—or even residents of the city wanting competition—could bring an action to obliterate such an abomination. In law speak, the agreement would be rendered *void ab initio*: void from the beginning.

I politely challenged those who contended such an agreement existed when I first became mayor. Breathlessly, some demanded I terminate the agreement. I often asked them to bring me a copy of the document they “knew” existed or claimed to have seen because combing through all the agreements the city has entered into since the 1990’s, I couldn’t find it. Simply put: no such agreement exists. However, as with most myths and misconceptions, this unfortunate rumor *does* have a basis upon which some could believe it does.

When the store’s property sold on Washington, the seller placed a *private* covenant in the “special” warranty deed; meaning, there exists a private agreement between the parties addressing restricted uses on the Washington property for a time certain. The deed, dated March 25, 2005, reads thusly: “... [N]o part of the above-described property shall be used as a supermarket...; for the sale of fresh or frozen meat, fish, poultry or produce for off-premise consumption; or as a

convenience store; etc.” This restriction purports to run for 25 years. Hence, sometime after March 2030, the building on Washington *could* be used as a grocery store once again.

Since 2015, our Building and Zoning Department has fielded exactly one inquiry about available property that could support another grocery store; property that included enough room for a store and adequate parking. The property in question possessed both the correct zoning and “location, location, location”! Nevertheless, nothing ever came of the inquiry. Rest assured, the city does not discourage anyone from building a grocery store in the city limits. We know the value of competition to the consumer. Indeed, that’s the American way!

Another rumor often heard includes a Walmart coming to town, or, in the alternative, we prevent one from coming to town. Neither rumor is accurate.

First, since I have been mayor, no known Walmart inquiry has been made to the city, and likely, one won’t come anytime soon, probably my lifetime. When one examines all available property where a Walmart could locate with sufficient space for parking, such location is *not* within the corporate limits of Emmett, unless, for example, Walmart bought the Middle School, tore it down and put a store on that site.

Second, Walmart counts roof tops in determining where to put a store. Simply put, they locate in or near *urban* centers. While we approach 7000 in population, we still don’t have enough roof tops. Neither Payette nor Weiser has a Walmart. However, a Walmart *is* in Ontario, Oregon, and *that* is where New Plymouth, Payette and Weiser residents are expected to drive if they want to shop at a Walmart. Folks on the west side of Gem County shop there, too. Over the hill, we have Walmart stores less than thirty minutes away. For now, at least, Emmett would not fit the Walmart model for establishing new stores, especially with regard to the strategic locations of their warehouses. If things change, we will accommodate them in all permissible ways.