

City of Emmett Council Meeting

November 7, 2023

Regular Meeting

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

Council Present: Council President Steve Nebeker, Councilor Gary Resinkin, Councilor Denise Sorenson, Councilor Jody Harris, Councilor Tona Henderson

Council Present by Phone – None

Council Absent: - Councilor Tom Butler

City Attorney: Jake Sweeten

Staff Present: Lyleen Jerome, Brian Sullivan, Clint Seamons, Mike Knittel, Steve Kunka, Alyce Kelley, Curt Christenson,

Public Present: Jethro Batchelor, 904 S. McKinley, Emmett; Brad Turpen, 1202 E. Locust Emmett

Public Present via telephone: None

Amendments to the Agenda: None

Declaration of Conflict of Interest: None

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

ELECTED OFFICIALS:

Mayor - None

City Council - None

Announcements and Good of the Order –None

CONSENT AGENDA:

Approval of Minutes – October 24, 2023 – Regular Council Meeting

Approval of Accounts Payables

Approval of Permits – Bartenders: Melody Burns, Kassandra Mahurin, Maria De La Luz Marin, John Marshall, Stacy Shoenfelder

Councilor Resinkin **MOVED TO APPROVE THE CONSENT AGENDA;** Seconded by Councilor Henderson

Motion carried by voice vote.

DISCUSSION/INFORMATION:

Brad Turpen, CEO of Valor Health presented annual financial statement and discussed construction plans for the future Valor Health Center to be located off of Substation Road and the Highway.

BUSINESS: - None

ACTIVITY REPORTS:

Building Official/City Planner – Brian Sullivan – Reported

City Clerk, Lyleen Jerome – Reported

Fire Chief, Curt Christensen – Reported

Library Director, Alyce Kelley – Reported

Police Chief, Steve Kunka – Reported

Public Works, Clint Seamons – Reported

IT Systems Director, Mike Knittel – Reported

Councilor Henderson **MOVED TO ADJOURN.** Seconded by Councilor Harris. **Motion carried by voice vote.**
Meeting adjourned at 7:22 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name SHAWN GONZALEZ

Date Application Received 11/07/23 By SR

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

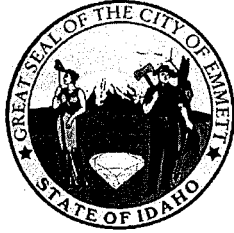
- Background Check [Signature]
Emmett Police Name/Records Check
- Gem County Sheriff's Name/Records Check
- Application Approved
- Application Denied
- [Signature] Chief of Police (signature) 11-9-23 Date
- Fingerprint Results Attached (New only) _____

City Council

- Added to Council Agenda for approval
- City Council Approved Yes No _____
Council Date

Official Permit

- Created _____
- Mailed _____
- Tracking # _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name CHRISTEEN MITCHELL

Date Application Received 10/19/23 By SR

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

Background Check W. L. ...

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

Application Approved

Application Denied

[Signature]
Chief of Police (signature)

11-6-23
Date

Fingerprint Results Attached (New only) 11/6/23

City Council

Added to Council Agenda for approval

City Council Approved Yes No

Council Date

Official Permit

Created _____

Mailed _____

Tracking # _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name HEIDI SMITH

Date Application Received 10/31/23 By SR

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Background Check V Lanham
 Emmett Police Name/Records Check
 Gem County Sheriff's Name/Records Check
 Application Approved
 Application Denied
[Signature] 11-6-23
 Chief of Police (signature) Date
- Fingerprint Results Attached (New only) _____

City Council

- Added to Council Agenda for approval
- City Council Approved Yes No _____
 Council Date

Official Permit

- Created _____
- Mailed _____

Tracking # _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name TONYA M. SMITH

Date Application Received 11/03/23 By SR

- New Application **Renewal Application**
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Background Check *[Signature]*
- Emmett Police Name/Records Check
- Gem County Sheriff's Name/Records Check
- Application Approved
- Application Denied
- Chief of Police (signature) *[Signature]* Date 11/9/23
- Fingerprint Results Attached (New only) _____

City Council

- Added to Council Agenda for approval
- City Council Approved Yes No _____
Council Date

Official Permit

- Created _____
- Mailed _____

Tracking # _____

Emmett Public Library

November 14, 2023

Dear Mayor Petrie and City Council,

The Library is asking for a motion to approve the Library Facility Upgrade bid in the amount of \$52,362 from Wright Brothers for the Library's new automatic door; city code procurement was followed with solicitations being also made to Terry Gardner Construction and Rite-Way Builders, but that they did not respond.

Thank you,
Alyce Kelley
Library Director



WRIGHT BROTHERS
THE BUILDING COMPANY

PROJECT NAME: Emmett Library Entrance

PROJECT NUMBER: 23_095

DATE: 11/03/2023

DOCUMENT: Estimate for Automatic Door

Description	Takeoff Qty	U/M	Unit Cost	Amount
Emmett Library Entrance - Auto Sliding Door				
New Entrance				
Lead and Asbestos Testing	1.00	lsum	\$ -	\$ -
Remove Existing Door and other Demo Required	1.00	lsum	\$ 5,476.00	\$ 5,476.00
Relocate Awnings	1.00	lsum	\$ 1,600.00	\$ 1,600.00
Automatic Sliding Door	1.00	lsum	\$ 19,466.50	\$ 19,466.50
Electrical for Sliding Door	1.00	lsum	\$ 4,785.50	\$ 4,785.50
Patch and Repair Existing Siding	1.00	lsum	\$ 1,185.00	\$ 1,185.00
Construct Pergola - 28'x16'	1.00	lsum	\$ 19,849.00	\$ 19,849.00
Grand Total				\$ 52,362.00

Notes:

- 1) Price includes the install of a new single automatic door that meets ADA requirements.
- 2) Includes electrical to new automatic door.
- 3) Price includes lead and asbestos testing, but no abatement of lead and/or asbestos, if found.
- 4) Price includes removing and relocating existing building awnings and patching the building from existing locations.
- 5) Construct a new Pergola that 28'x16'.
- 6) Price does not include any permits from the City of Emmett.
- 7) Owner understands there is no architect and/or engineer involved and the City and the Contractor agree to work together based on existing and unknown conditions found when construction starts.
- 8) New Automatic Door is currently a 10-week lead time once the order is placed.



*Office of the City Clerk
501 E. Main Street
Emmett, ID 83617
208-365-6050*

November 14, 2023

TO: Mayor Gordon Petrie and Councilors

RE: Motion to Approve

I am requesting approval of the quarterly financial report.

Motion to Approve: I MOVE TO APPROVE THE FORTH QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2023 AND INSTRUCT THE CITY CLERK TO PUBLISH AS REQUIRED.

Thank you,

Lyleen Jerome

City Clerk/Treasurer/HR

City of Emmett 208-365-6050 opt#3

e-mail: ljerome@cityofemmett.org



LEGAL NOTICE

CITY OF EMMETT, IDAHO

Treasurer Financial Report for Quarter Ending September 30, 2023

FUND	BUDGET	YTD Receipts	YTD Expenditures	% Rec	% Exp
General Fund	\$ 3,526,770.00	\$ 3,587,335.75	\$ 3,297,015.86	102%	93%
Personnel			\$ 1,758,471.62		
Insurance			\$ 342,429.70		
Capital Outlay			\$ 1,196,114.54		
Street Fund	\$ 740,497.00	\$ 846,087.79	\$ 776,154.80	114%	105%
Personnel			\$ 145,013.44		
Insurance			\$ 38,165.46		
Capital Outlay			\$ 592,975.90		
Library Fund	\$ 280,486.00	\$ 285,819.09	\$ 247,466.33	102%	88%
Personnel			\$ 151,960.86		
Insurance			\$ 20,252.18		
Capital Outlay			\$ 75,253.29		
Cemetery	\$ 134,246.00	\$ 133,522.83	\$ 124,955.95	99%	93%
Personnel			\$ 79,944.41		
Insurance			\$ 14,018.00		
Capital Outlay			\$ 30,993.54		
Perpetual Care	\$ 4,200.00	\$ 9,260.17	\$ -	220%	0%
TOTAL	\$ 4,686,199.00	\$ 4,862,025.63	\$ 4,445,592.94	104%	95%

Enterprise Funds: Water/Sewer/Sanitation/Technology					
Water	\$ 2,016,300.00	\$ 2,229,315.78	\$ 1,471,686.29	111%	73%
Personnel			\$ 466,909.96		
Insurance			\$ 130,802.61		
Capital Outlay			\$ 731,066.27		
Bond Repayment			\$ 142,907.45		
Sewer	\$ 2,412,200.00	\$ 2,692,177.24	\$ 2,244,433.66	112%	93%
Personnel			\$ 455,201.61		
Insurance			\$ 102,928.57		
Capital Outlay			\$ 1,048,274.99		
Bond Repayment			\$ 638,028.49		
Sanitation	\$ 716,570.00	\$ 748,610.01	\$ 739,857.61	104%	103%
Personnel			\$ 61,897.66		
Insurance			\$ 10,328.38		
Capital Outlay			\$ 667,631.57		
Technology	\$ 21,000.00	\$ 18,676.71	\$ 20,642.17	89%	98%
Capital Outlay			\$ 20,642.17		
TOTAL ENTERPRISE FUNDS	\$ 5,166,070.00	\$ 5,688,779.74	\$ 4,476,619.73	110%	87%
Other	\$ 15,300.00	\$ 93,341.31	\$ 204,763.20		
TOTAL ALL FUNDS	\$ 9,867,569.00	\$ 10,644,146.68	\$ 9,126,975.87	108%	92%

Citizens are invited to inspect the detailed supporting records of the above financial statement.

City of Emmett is an Equal Opportunity Employer

Lyleen Jerome, City Clerk/Treasurer



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement Open-End Lease dated 09/09/2020, (the "Master Lease Agreement") between The Bancorp Bank, National Association (formerly known as The Bancorp Bank) (Lessor) and City of Emmett, Idaho (Lessee).

Date 11/07/2023

Customer & Unit #s 21052 - TBD

Year, Make & Model	VIN	Garaging Address
2023 Dodge Durango Pursuit AWD	1C4RDJFG1PC638062	501 East Main Street Emmett, ID 83617 Gem County

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
White	Black	Emergency response equipment	ID	15,000

Term & Frequency	<u>5</u> Annual	Security Deposit	<u>\$0.00</u>
Base Payment	<u>\$10,810.96</u>	Down Payment	<u>\$0.00</u>
Sales / Use Tax	<u>Exempt</u>	Termination Value	<u>\$13,000.00</u>
Total Periodic Annual Payment	<u>\$10,810.96</u>	Estimated Initial Tax & Tags	<u>Exempt</u>
Other	<u>\$0.00</u>		

Additional Terms and Conditions:

LESSEE	City of Emmett, Idaho	Signature	_____
		Title	_____
Signature	_____		
Title	_____	LESSOR	The Bancorp Bank, National Association
Signature	_____	Signature	
Title	_____	Title	Mike Peterson, AVP Leasing



OPEN-END LEASE SCHEDULE

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Date 11/07/2023

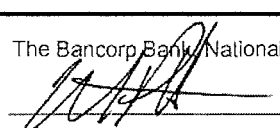
Customer & Unit #s 21052 - TBD

Year, Make & Model	VIN	Garaging Address
2023 Dodge Durango Pursuit AWD	1C4RDJFG8PC638060	501 East Main Street Emmett, ID 83617 Gem County

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
White	Black	Emergency response equipment	ID	15,000

Term & Frequency	<u>5</u> Annual	Security Deposit	<u>\$0.00</u>
Base Payment	<u>\$10,810.96</u>	Down Payment	<u>\$0.00</u>
Sales / Use Tax	<u>Exempt</u>	Termination Value	<u>\$13,000.00</u>
Total Periodic Annual Payment	<u>\$10,810.96</u>	Estimated Initial Tax & Tags	<u>Exempt</u>
Other	<u>\$0.00</u>		

Additional Terms and Conditions:

LESSEE City of Emmett, Idaho	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank, National Association
Title _____	Signature 
	Title <u>Mike Peterson, AVP Leasing</u>



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement Open-End Lease dated 09/09/2020, (the "Master Lease Agreement") between The Bancorp Bank, National Association (formerly known as The Bancorp Bank) (Lessor) and City of Emmett, Idaho (Lessee).

Date 11/07/2023


Customer & Unit #s 21052 - TBD

Year, Make & Model	VIN	Garaging Address
2023 Dodge Durango Pursuit AWD	1C4RDJFGXPC638058	501 East Main Street Emmett, ID 83617 Gem County

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
White	Black	Emergency response equipment	ID	15,000

Term & Frequency	<u>5</u> Annual	Security Deposit	<u>\$0.00</u>
Base Payment	<u>\$10,810.96</u>	Down Payment	<u>\$0.00</u>
Sales / Use Tax	<u>Exempt</u>	Termination Value	<u>\$13,000.00</u>
Total Periodic Annual Payment	<u>\$10,810.96</u>	Estimated Initial Tax & Tags	<u>Exempt</u>
Other	<u>\$0.00</u>		

Additional Terms and Conditions:

LESSEE City of Emmett, Idaho	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank, National Association
Title _____	Signature 
	Title <u>Mike Peterson, AVP Leasing</u>

AGREEMENT FOR PROPERTY OUTSIDE CITY LIMITS TO CONNECT TO CITY SEWER
& WATER SERVICES
&
CONSENT TO ANNEXATION

This Agreement is made by and among RP EMMETT LLC, a Georgia limited liability company, (“Landowner”), Northwest Development Companies, LLC, (“NWDC”), an Idaho limited liability company, (“Developer”), and the City of Emmett, an Idaho municipal corporation (“City”). This Agreement is effective upon the last signature hereto and is based on the following facts that are made a part hereof and consideration therefor.

BACKGROUND

- i. The City owns and operates a municipal system providing domestic water and wastewater treatment services for real property located within its jurisdictional boundaries, also known as corporate or city limits (“Water & Sewer Services”).
- ii. Landowner is the owner of the real property as described on the attached Exhibit A, which is incorporated by this reference (“Property”).
- iii. The Developer holds the rights to purchase the Property and intends to develop a retail / medical office on the Property (“Development”).
- iv. Because the Property is not contiguous to the City’s jurisdictional boundaries (it is outside city limits), the Developer has requested that the City provide Water & Sewer Services to the Property pursuant to City Code Section 7-5-2.A.2.
- v. For the City to provide Water & Sewer Services to the Property, City Code requires that the Landowner enter into this Agreement binding on the Landowner and subsequent owners to apply for and complete annexation of the Property into city limits as soon as the Property qualifies to be annexed.
- vi. The Developer enters into this Agreement to pay for all costs of extending Water & Sewer Services to the Property and to confirm Developer’s duty to procure easements or rights-of-way for the installation of such extension in accordance with City Code.
- vii. The Emmett City Council has authorized City staff to allow extension of Water & Sewer Services to the Property for purposes of the Development in accordance with City Code.

NOW THEREFORE, the parties agree as follows:

A. General Terms

1. Developer will pay the cost and expense of: (a) extending Water & Sewer Services to, thru, and adjacent along the Property as required by the City, (b) all lateral pipe, the installation thereof, and the cost of such connection, and make deposits required by the City's code, and (c) the procurement of easements or rights-of-way for the installation of such extensions.

2. Construction of said system extension shall be dedicated to the City.

3. The design, construction, inspection, and testing of all facilities pertinent to the Development shall be in full conformance with City codes, standards, and specifications, except as specifically provided herein. Appropriate City personnel are to be notified in advance of all testing and given opportunity to be present during conduct of the testing. Fees applicable in corporate City limits shall likewise be applicable to the Development including plan review, inspection, and any other generally applicable fees.

4. The conditions attached hereto as Exhibit B, which are contained in a letter dated July 27, 2023, from the City's Engineer, Keller Associates, to the City's Public Works Director, are incorporated into this Agreement by this reference ("City Engineer's Conditions").

5. All owners of the Property, including any lots therein, shall be required to connect to City water and sewer services and remain connected to these services. The restrictions as to the use of private wells and the prohibitions as to the use of private septic systems as set forth in the Emmett City Code apply to the Property.

6. All uses and activities in the Property must comply with City ordinances now in place or as later enacted relating to the protection of City water and sewer systems. Such ordinances include but are not limited to the City Well Head Protection Ordinance.

7. Any note, drawing element, written statement, or representation on construction drawings inconsistent with provisions of City code or this Agreement shall not be construed as approved. Any variation from provisions of code shall not be permitted unless specifically addressed herein.

8. The Developer shall employ a responsible design professional, preferably the engineer of record, to oversee construction, to perform and/or observe all requisite testing of completed facilities sufficiently to certify that improvements have been constructed according to City approved plans and in compliance with applicable City, State, and Federal standards, except that any facilities constructed by the City in cooperation with the Developer pursuant to this Agreement, shall be designed, tested, as-built, and approved by the City. Construction drawings shall be submitted to the City and shall be subject to review and approval by the same. Applicable design review and

inspection fees shall be paid as if the Development were within the corporate limits of the City.

9. All public utilities, including meters and meter boxes, shall be placed in public rights-of-way or public utility easements that are adequately sized for the contained utility(ies) but no less than 10 feet in width.

10. Within thirty (30) days of completion of any facilities to be dedicated, the Development engineer shall submit a complete, updated set of as-built record drawings of all plan sheets, in digital form, to the City and said record drawings shall meet City minimum requirements. Paper copies shall be submitted for review and comment prior to submittal of the digital form.

B. Annexation

1. When the Property shall become contiguous to the City limits, the Landowner and Developer, their heirs, successors, purchasers, transferees, or assigns shall support the annexation of the Property, in whole, into the City limits to become part of the same with a C-Commercial Zone designation. By accepting services under this Agreement, Landowner and Developer and their heirs, successors, purchasers, transferees, and assigns, forever, hereby irrevocably consent to the annexation of the Property into the City limits as a voluntary "Category A Annexation" under Idaho law. Notice of this requirement shall appear on any plat recorded in the office of the Gem County Clerk and upon the covenants of the Development.

2. This Agreement shall remain in force, functioning as a "development agreement" (as that term is used in Idaho Code) following the Property's annexation subject to the same laws and rules pertaining to development agreements, including but not limited to provisions for amendment of the same. Desired addendums may be made to this Agreement for future development and expansion of the Development.

C. City Water Services

1. The design, construction, inspection, and testing of water supply facilities shall be in full conformance with City standards and specifications. The location of water facilities, sizing of mains, providing of easements, frontage construction and offsite construction are subject to review and approval by the City. Construction plans shall be submitted to the City and shall be subject to review and approval. Infrastructure designed and constructed by the City will be inspected and tested by the City at City expense.

2. The Developer shall, via the means agreed to with the City herein, extend potable water distribution main lines to the Development in compliance with the City's water master plan and City Engineer's Conditions as applicable. The Developer shall utilize off-site water facilities provided in the means agreed to herein, for a primary water source from the City Water System.

3. Upon completion of the system extension, the monthly water user fee for service connections to the Property, including all lots thereon, shall be one and a half times (1.5x) the monthly water user fee as defined by Emmett City Code 7-5-4-2 and resolutions thereunder. After the annexation of the Property, in whole, into the City limits, the monthly water user fee for the Property, including all lots thereon, shall be the same as other properties in the City as set forth by Emmett City Code 7-5-4-2 (or as subsequently amended) and resolutions thereunder.

4. Upon approval of the construction drawings, the CITY shall issue a will-serve letter assuring an appropriate portion of available supply for service to Development.

5. The water hook-up fee for service connections shall be the initial hook-up fee to the Emmett water system as defined by Emmett City Code 7-5-4-2 and resolutions thereunder. Revisions and modifications by Emmett City Council to the Emmett City Code 7-5-4-2, and resolutions thereunder shall apply to this Agreement. After the annexation of the Property, in whole, into the City limits, the hook-up fee for the Property shall be the same as other properties in the City as set forth by Emmett City Code 7-5-4-2 or as subsequently amended, and resolutions thereunder.

D. City Sewer Services

1. The design, construction, inspection, and testing of sewer facilities shall be in full conformance with City standards and specifications. The location of sewer facilities, sizing of mains providing of easements, frontage construction, and offsite construction are subject to review and approval by the City Engineer. Construction plans shall be submitted to the City and shall be subject to review and approval.

2. Sewage from the Property shall be discharged in accordance with the prohibited and restricted discharge criteria of Emmett City Code 7-6-6 as now stated or as later amended.

3. Upon completion of the system extension, the monthly sewer fees for service connections to the Property, including all lots thereon, shall be one and a half times (1.5x) the monthly sewer user fee as outlined by Emmett City Code 7-6-1 et. seq. and resolutions thereunder, and the sewer hook-up fee shall be the same as other properties located within the City plus \$840.00 per equivalent dwelling unit ("EDU"). After the annexation of the Property, in whole, into the City limits, the monthly sewer user fee for the Property, including all lots thereon, shall be the same as other properties in the City as set forth by Emmett City Code 7-6-1 et. seq. (or as subsequently amended) and resolutions thereunder, and the sewer hook-up fee shall be the same as other properties located within the City plus \$840.00 per equivalent dwelling unit ("EDU").

4. As a condition of receiving water and sewer services, each user shall install at the user's expense a sewer clean out port. The clean out port may be used to terminate service in the event a user fails to comply with the terms of use.

D. Rights-of-way

1. In consideration of the connection of Water & Sewer Services to the Development, and subject to prior dedication(s) of rights-of-way, at the time of development or within 90 days of a request by the City, the Landowner and Developer, as appropriate, shall dedicate public rights-of-way adjacent to such development activity or subject to such a request by City. The Developer shall improve the same to the minimum City or Idaho Transportation Department ("ITD") standards, specifications, street sections, etc.

2. The City will exercise good faith efforts to obtain the necessary rights-of-way from underlying property owners other than Landowner and Developer as necessary to extend roadway and utilities in said rights-of-way including sewer, water, and joint trench utilities. The parties acknowledge that voluntary transfer of such right-of-way is beyond the control of City and the City's power of eminent domain may be limited to its corporate boundaries.

3. In the event City fails to obtain the necessary rights-of-way from underlying property owners other than Landowner and Developer, then upon the earlier of either: (a) ten (10) years after the date of execution of this Agreement, or (b) the date that is two (2) years after the date that Developer or its affiliate sends notice to City of its intent to exercise its right of reverter ("Reverter Notice"). The Reverter Notice may not be sent until five (5) years after the date of execution of this Agreement, and the City shall have until the date is two (2) years following delivery of the Reverter Notice to effectuate the acquisition of such rights-of-way. The foregoing right of reverter shall be incorporated into the deeds dedicating the foregoing rights-of-way to the City.

E. Development Standards. Developer shall comply with the City landscape ordinance in effect at the time of this Agreement.

F. Violation; Remedies. Failure or unreasonable delay by the Landowner or Developer to perform any term or provision of this Agreement, after written notice thereof from the City, shall constitute a violation under this Agreement. Said notice shall specify the nature of the alleged violation and the way said violation may be satisfactorily cured. If the nature of the alleged violation is such that it cannot reasonably be cured within 90 days after written notice, then the commencement of the cure within such period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Subject to the foregoing, after notice and expiration of the 90-day period without cure, the violation will be deemed a default under this Agreement and the City, at its option, may institute legal proceedings pursuant to this Agreement, and/or give notice of intent to terminate the Agreement, and/or withhold water and/or sewer permits, and/or terminate Water & Sewer Services to the Property.

G. Miscellaneous

1. Termination. Termination of this Agreement shall occur upon satisfaction of the terms. The City, upon request of the Landowner, shall record an appropriate notice of termination with the Gem County Recorder.

2. Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be disregarded, and this Agreement shall continue in effect. However, if such provision is not severable from the balance of the Agreement so that the mutually dependent rights and obligations of the parties remain materially unaffected, this Agreement shall become void.

3. Construction. No presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. This instrument constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings and/or agreements between the parties, if any, whether verbal or written.

4. Choice of Law. This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in Gem County, Idaho.

5. Merger and Integration. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.

6. Binding on Successors. This Agreement runs with the land and shall be binding on the heirs, successors, transferees and assigns of the parties hereto. It shall be recorded in the Office of the Recorder for Gem County, Idaho.

7. Third-Party Legal Action. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging this Agreement, the parties shall cooperate in defending such action or proceeding. The parties may agree to select mutually agreeable legal counsel to defend such action or proceeding, or each party may select its own legal counsel. Landowner and Developer shall pay all reasonable attorneys' fees and costs incurred by the parties arising out of the defense of any third-party claim challenging this Agreement, and Landowner and Developer shall indemnify the City against any third-party costs awarded in such action.

8. Hold Harmless, Indemnification. Landowner and Developer shall defend, indemnify, and hold the City, its officers, agents, and employees harmless for injuries to persons or property occurring on the Property and Development arising out of, or resulting from, the negligence or willful conduct of Landowner and Developer, their agents, or employees in performing Landowner's or Developer's duties described in this Agreement or Development on the Property.

In the event the City is alleged to be liable in any manner, as a result of the acts, omissions, or negligence of Landowner or Developer, the Landowner and Developer shall indemnify and hold the City harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from Landowner's and Developer's activities on the Property, and Landowner and Developer shall defend such allegations through counsel chosen by the City. Landowner and Developer shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Landowner and Developer shall not be obligated to indemnify or defend the City as set forth above from and against any actions liability, claims, loss, costs, or expenses arising out of, or resulting from, the negligence, gross negligence or willful conduct of the City, its agents, officers, or employees.

9. Authority of Landowner and Developer. The execution, delivery, and consummation of this Agreement by the Landowner and Developer has been duly approved in accordance with applicable law and any documents or instruments governing the Landowner and Developer. The execution, delivery, and consummation of this Agreement by the Landowner and Developer will not, with the passage of time, the giving of notice, or otherwise, cause the Landowner and Developer to be in violation or breach of any law, regulation, contract, agreement, or other restriction to or by which the Landowner and Developer or the Property is subject or bound. Landowner and Developer represent and warrant to, and covenant with, the City that: (a) they are in good standing and qualified to do business in Idaho, and (b) their members have authorized and approved this Agreement and the transactions contemplated by this Agreement.

10. Assignment. If all or any portion of the Property is transferred by Landowner or if all or any portion of the Development is transferred by Developer, to any person or entity ("Transferee"), then Landowner or Developer, as applicable, may assign or transfer to Transferee all or any portion of the Landowner's or Developer's interests, rights, or obligations under this Agreement with respect to the transferred property. The assignment or transfer of interests, rights, or obligations under this Agreement shall not require City approval, but if Landowner or Developer makes such a transfer to a Transferee, then Landowner or Developer, as applicable, shall continue to be responsible for performing the obligations under this Agreement as to the transferred property until such time as there is delivered to City a legally binding instrument approved by the City whereby Transferee agrees to perform all conditions of approval(s), and/or other obligations of this Agreement.

11. Changes in State and Federal Law. This Agreement shall not preclude the application of any law that is specifically mandated and required by changes in state or federal laws or regulations. In the event such law prevents or precludes compliance with one or more provisions of this Agreement, the parties shall meet and confer to determine how provisions of this Agreement would need to be modified or suspended to comply

with the law and shall prepare and process the necessary amendment or amendments to this Agreement.

12. Police Power. Nothing in this Agreement shall be construed to be in derogation of City's power to protect the public health and safety in the case of an emergency. For purposes of determining whether the City can exercise its police power inconsistent with the provisions and conditions of this Agreement, "emergency" shall mean a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services involving the Property or the community.

13. Remedies. In the event either party violates the terms of this Agreement, each party shall have all rights and remedies provided herein or under applicable law, including without limitation the right to seek specific performance by the other party.

14. Warranties. The parties both warrant that all services, programs, or activities provided under this Agreement will be in accordance with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA).

15. Notices. Any notice, demand, or other communication given under this Agreement shall be in writing and given by personal delivery, facsimile or by certified mail (return receipt requested). If given by certified mail, a notice shall be deemed to have been given and received on actual receipt by the addressee. If delivered in person or by facsimile, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party may designate any other address in substitution of the address contained herein by like written notice.

Notices shall be given to the parties at their addresses set forth below:

If to Emmett, to:

City of Emmett
501 East Main
Emmett, Idaho 83617

If to Developer, to:

Hethe Clark
ATTN: Hethe Clark
251 E. Front St., Suite 310
P.O. Box 639
Boise, ID 83701

Northwest Development
Companies, LLC
ATTN: Travis Stroud
1980 S. Meridian Rd., Suite 140
Meridian, ID 83642

16. Amendment. Modifications to this Agreement may be made only by written agreement of the parties hereto or of their successors and assigns.

17. Binding Effect. The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties, and the heirs, successors, transferees or assigns of any party hereto.

18. No Agency, Joint Venture, or Partnership. The parties renounce the existence of any form of joint venture or partnership between them; nothing contained in this Agreement or in any document executed in connection herewith shall be construed as making the parties joint venturers or partners.

19. Attorney's Fees. In the event an action is brought to enforce any of the terms or provisions of this Agreement, or to enforce forfeiture thereof for default by any 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.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year noted below.

Signatures continue on pages next.

RP EMMETT LLC

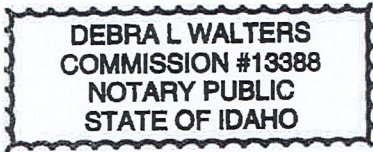
Date: 11-3-23

By Kristen Shaffer
Its Manager

STATE OF Idaho)

County of Ada)

On this 3rd day of November, 2023, before me, a notary public, for the State of Idaho personally appeared Kristen Shaffer known by me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he is the Manager of RP EMMETT LLC, and is authorized to and did execute this instrument for and in behalf of RP EMMETT LLC.



Debra L Walters
Notary Public for Idaho
Residing at Boise, ID
My Commission Expires 10/18/24

Northwest Development Companies, LLC

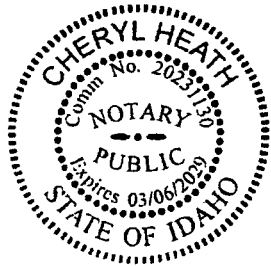
Date: 10/10/2023

By [Signature]
Its Manager

STATE OF Idaho)

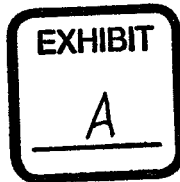
County of Ada)

On this 10th day of October, 2023, before me, a notary public, for the State of Idaho personally appeared Travis Stroud, known by me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he is the Manager of Northwest Development Companies, LLC, and is authorized to and did execute this instrument for and in behalf of Northwest Development Companies, LLC.



[Signature]
Notary Public for Idaho
Residing at Star, ID
My Commission Expires 3/6/29

Exhibit A
Property Description



May 4, 2023
Project No. 22-220

Legal Description

A portion of Lot 2, Block B of Mountain Creek Subdivision (Book 5 of Plats, Page 4, Records of Gem County, Idaho) situated in a portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 6 North, Range 1 West, Boise Meridian, Gem County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the East 1/4 corner of said Section 17, which bears $S00^{\circ}26'15''W$ a distance of 2,644.54 feet found brass cap marking the Northeast corner of said Section 17, thence following the easterly line of said Southeast 1/4 of the Northeast 1/4, $N00^{\circ}26'15''E$ a distance of 722.39 feet to a found 5/8-inch rebar;

Thence leaving said easterly line, $N89^{\circ}25'46''W$ a distance of 50.00 feet to a found 1/2-inch rebar marking the Southeast corner of said Lot 2;

Thence following the boundary of said Lot 2, $N89^{\circ}25'46''W$ a distance of 485.89 feet to the **POINT OF BEGINNING**.

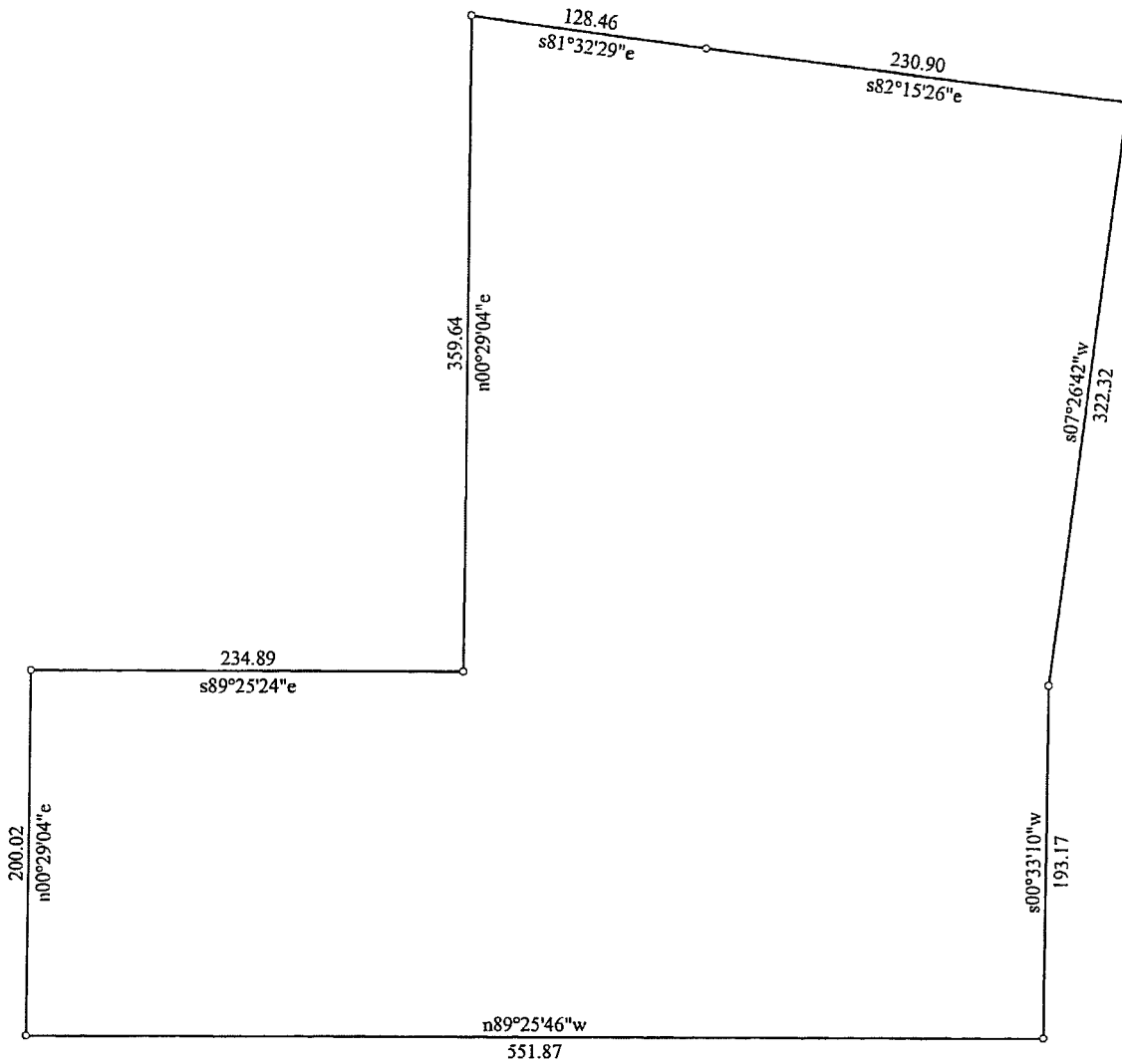
Thence following said boundary the following six (6) courses:

1. $N89^{\circ}25'46''W$ a distance of 551.87 feet to a found 5/8-inch rebar marking the Southwest corner of said Lot 2;
2. $N00^{\circ}29'04''E$ a distance of 200.02 feet to a found 1/2-inch rebar marking the Southwest corner of Lot 1 of said Mountain Creek Subdivision;
3. $S89^{\circ}25'24''E$ a distance of 234.89 feet;
4. $N00^{\circ}29'04''E$ a distance of 359.64 feet to the southerly right-of-way line of State Highway 16;
5. following said southerly right-of-way line, $S81^{\circ}32'29''E$ a distance of 128.46 feet to a found 5/8-inch rebar;
6. along a spiral curve to the left, said spiral curve having a chord bearing of $S82^{\circ}15'26''E$ and a chord distance of 230.90 feet;

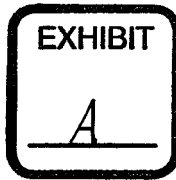
Thence leaving said boundary and said southerly right-of-way line, $S07^{\circ}26'42''W$ a distance of 322.32 feet;
Thence $S00^{\circ}33'10''W$ a distance of 193.17 feet to the **POINT OF BEGINNING**.

Said parcel contains 5.141 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

EXHIBIT
A



Title:		Date: 05-04-2023
Scale: 1 inch = 100 feet	File:	
Tract 1: 5.144 Acres: 224081 Sq Feet: Closure = s41.0043e 0.00 Feet: Precision = 1/466907: Perimeter = 2221 Feet		
001=n89.2546w 551.87	004=n00.2904e 359.64	007=s07.2642w 322.32
002=n00.2904e 200.02	005=s81.3229e 128.46	008=s00.3310w 193.17
003=s89.2524e 234.89	006=s82.1526e 230.90	



May 4, 2023
Project No. 22-220

Legal Description

A portion of Lot 2, Block B of Mountain Creek Subdivision (Book 5 of Plats, Page 4, Records of Gem County, Idaho) situated in a portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 6 North, Range 1 West, Boise Meridian, Gem County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the East 1/4 corner of said Section 17, which bears $S00^{\circ}26'15''W$ a distance of 2,644.54 feet found brass cap marking the Northeast corner of said Section 17; Thence following the easterly line of said Southeast 1/4 of the Northeast 1/4, $N00^{\circ}26'15''E$ a distance of 722.39 feet to a found 5/8-inch rebar; Thence leaving said easterly line, $N89^{\circ}25'46''W$ a distance of 50.00 feet to a found 1/2-inch rebar marking the Southeast corner of said Lot 2 and being the **POINT OF BEGINNING**.

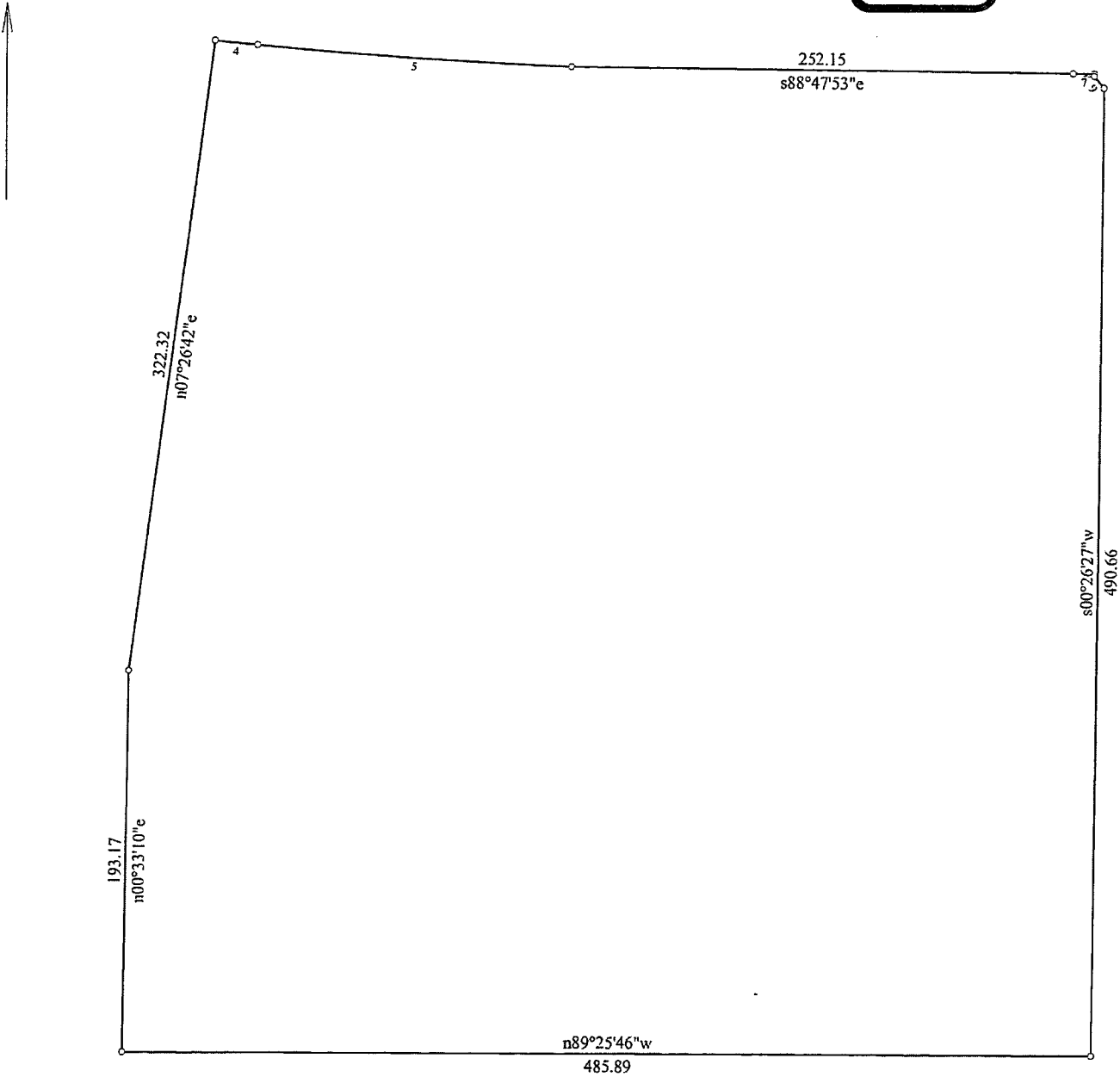
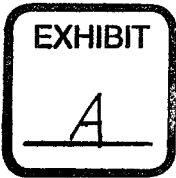
Thence following the southerly boundary line of said Lot 2, $N89^{\circ}25'46''W$ a distance of 485.89 feet; Thence leaving said southerly boundary line, $N00^{\circ}33'10''E$ a distance of 193.17 feet; Thence $N07^{\circ}26'42''E$ a distance of 322.32 feet to the southerly right-of-way line of State Highway 16; Thence following said southerly right-of-way line the following four (4) courses:

1. along a spiral curve to the left, said spiral curve having a chord bearing of $S83^{\circ}50'37''E$ and a chord distance of 21.33 feet to a found 5/8-inch rebar;
2. 157.66 feet along the arc of a curve to the left, said curve having a radius of 2,914.79 feet, a delta angle of $03^{\circ}05'57''$, a chord bearing of $S85^{\circ}35'10''E$, and a chord distance of 157.64 feet to a found 5/8-inch rebar;
3. along a spiral curve to the left, said spiral curve having a chord bearing of $S88^{\circ}47'53''E$ and a chord distance of 252.15 feet;
4. $S89^{\circ}34'04''E$ a distance of 10.59 feet to a found 1/2-inch rebar on the westerly right-of-way line of S. Substation Road;

Thence leaving said southerly right-of-way line and following said westerly right-of-way line the following three (3) courses:

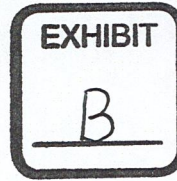
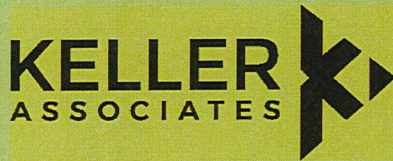
1. $S02^{\circ}18'38''W$ a distance of 1.32 feet to a found 1/2-inch rebar;
2. $S40^{\circ}33'30''E$ a distance of 7.70 feet;
3. $S00^{\circ}26'27''W$ a distance of 490.66 feet to the **POINT OF BEGINNING**.

Said parcel contains 5.454 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.



Title:		Date: 05-04-2023
Scale: 1 inch = 80 feet	File:	
Tract 1: 5.459 Acres: 237811 Sq Feet: Closure = n81.3747w 0.01 Feet: Precision = 1/243238: Perimeter = 1943 Feet		
001=n89.2546w 485.89	005=Lt. R=2914.79, Delta=03.0557 Bng=s85.3510e, Chd=137.64	009=s40.3330e 7.70
002=n00.3310e 193.17	006=s88.4753e 252.15	010=s00.2627w 490.66
003=n07.2642e 322.32	007=s89.3404e 10.59	
004=s83.5037e 21.33	008=s02.1838w 1.32	

Exhibit B
City Engineer's Conditions



100 East Bower St, Suite 110
Meridian, ID 83642

(208) 288-1992

July 27, 2023

Clint Seamons
City of Emmett, Idaho
Public Works Director
316 East Park Street
Emmett, ID 83617

Re: Gem County Mountain Creek Development Master Utility Plan

Dear Mr. Seamons:

Keller Associates, Inc. has reviewed the information relating to overall master utility plans furnished by various members of the applicant for the Gem County Mountain Creek Development (including the Grocery Outlet and Valor Health parties). This development is outside of the City Limits (development within the jurisdiction of Gem County), however it has requested sewer and water utility service from the City of Emmett. We have the following comments and conditions based on our review.

1. The development is proposing to construct an 8-inch gravity sewer main along Substation Road from 12th Street to the entrance into the development including a bore under Highway 16. It is noted that this sewer line will have limited service to areas south of Highway 16 because of the topography in addition to shallow sewerline depths.
2. Gravity sewer service will be provided to the Grocery Outlet complex. However, individual, privately owned and maintained sewer pump stations and pressure mains will be utilized to provide sewer service to the Valor Health complex and the Forest Service building complex (at such time as these facilities connect to the City's sewer system). These lift stations are not part of the City's master plan. Consequently, we recommend that the City take no responsibility for construction, operation, or maintenance of these pump station and pressure main facilities. It is proposed that they pump into a manhole at the end of the new City-owned 8-inch gravity sewerline in the parking lot of the Grocery Outlet development. We recommend that this receiving manhole be coated to protect against hydrogen sulfide corrosion.
3. As shown in the master utility plans, the development will construction a 12-inch waterline along Substation Road from 12th Street to the edge of the property frontage in accordance with the City's water master plan. The developer has been informed that the anticipated static water pressure is expected to be about 45 psi.
4. Based on the City's existing system water model, it is estimated that the City's water system can provide approximately 2,500 gpm of fire protection from the new 12-inch watermain at the entrance off Substation Road. The developer(s) should be required to install fire sprinklers or other measures to satisfy local fire district requirements.



5. This development is proposing to use potable water to irrigate limited landscaping in and around their commercial developments. The City has allowed that in similar circumstances as long as the following conditions are met:
 - a. The irrigation line has a separate service line and water meter.
 - b. Proper backflow prevention is installed on the irrigation line connection with the potable system.
6. Prior to final acceptance of the water and sewer improvements, the property owner must provide acceptable easements for all sewer and water improvements on private property.

We recommend that the master utility plan be **APPROVED with the conditions listed above**. Any variance or waivers to the City of Emmett standards, ordinances, or policies must be specifically approved in writing by the City. Approval of the above referenced master utility plan does not relieve the Registered Professional Land Surveyor or the Registered Professional Engineer of those responsibilities nor does it constitute construction plan approval.

Furthermore, we would expect the following next steps as part of the approval process through acceptance by Gem County and the City of Emmett if they choose to do so.

1. Emmett City Council considers whether to agree to provide sewer/water service to the development.
2. Gem County considers/processes preliminary and final plats for development.
3. Gem County reviews building permit applications for various building projects.
4. Keller Associates reviews construction plans for sewer/water improvements (onsite and offsite) for issuance of Will Serve and Qualified License Professional Engineer (QLPE) approval in behalf of City of Emmett.
5. Developer constructs project improvements.
6. Gem County and City of Emmett execute easement agreement for sewer/water improvements within County right of way.
7. Developer and City of Emmett execute easement agreement for public sewer/water improvements within private property.
8. Developer dedicates public (only) sewer/water improvements to City of Emmett upon acceptance from City of Emmett.

If you have any questions, please do not hesitate to call Keller Associates at (208) 288-1992.

Sincerely,

KELLER ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Justin Walker".

Justin Walker, P.E.
City Engineer

cc: File



CITY OF EMMETT

Zoning Department
601 E. 3rd Street
Emmett, Idaho 83617
208-365-9569

November 8, 2023

Mayor and Emmett City Council,

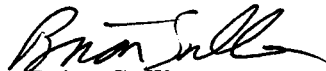
John Evans, on behalf of Robert and Karen Lacey, owners, is requesting a one-year time extension for Meadow Creek Subdivision. The preliminary plat for Meadow Creek is due to expire on November 28, 2023. ECC 10-2-3L allows an extension of time to file a final plat and shall state the reasons for failure to file the final plat application. Extension of time shall not exceed 1 year. More than one extension may be granted upon showing of good cause.

Staff is in support of this time extension due to the developer deciding to back out of the purchase.

Possible Motion:

I would like to make a motion to grant a one-year time extension to November 28, 2024, to file a final plat for Meadow Creek Subdivision.

Sincerely,


Brian Sullivan
Zoning Administrator

Brian Sullivan

From: John Evans <john@johnevens.cc>
Sent: Tuesday, October 31, 2023 8:11 PM
To: Brian Sullivan
Subject: extend Meadowcreek Estate Subdivision

Caution! This message was sent from outside your organization.

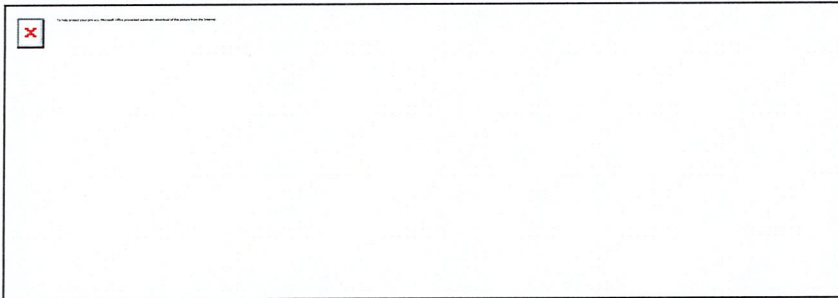
[Block sender](#)

Brian,

I am asking to extend Meadowcreek Estate Subdivision for 1 year.

We had a developer that worked on the project and took it through the Preliminary Plat for the Meadowcreek Estate Subdivision, However canceled the project after the final approval, We have had the property listed and at this time I have a group that is doing a study and costs to develop. so I am asking for the Owner Robeert and Karen Lacey Let me know what I need to do for this project for you.

thank you
John Evans





**CITY OF EMMETT
PLANNING & ZONING DEPARTMENT**

STAFF REPORT

DESCRIPTION: VACATION OF 18" SEWER LINE, SKYHAWK SUB.

FILE NUMBER: VAC- 23-001

ZONING COMMISSION PUBLIC HEARING DATE: OCTOBER 2, 2023

COUNCIL MEETING DATE: NOVEMBER 14, 2023

OWNER: CITY OF EMMETT
601 E. 3RD
EMMETT, ID 83617

APPLICANT: CITY OF EMMETT

SUBJECT PROPERTY: SKYHAWK SUBDIVISION, S. BLACKFOOT AVE.

STAFF PLANNER: BRIAN SULLIVAN

1. APPLICATION SUMMARY & OVERVIEW

The City of Emmett is requesting approval to vacate an abandoned sewer line and easement located in Skyhawk Subdivision. The developer was required as a condition of this subdivision development to upgrade this sewer line to a 21" line, and run it in the road right of way, which will be owned by the City of Emmett. The old 18" sewer line was abandoned in place, but the easement crosses several lots in the subdivision.

Vacation applications are governed under Emmett City Code, Title 2, Chapter 1, Section 6 and by certain provisions of Idaho Code, Title 50, Chapter 13. Emmett City Code requires a public hearing be held before the Zoning Commission.

2. APPLICATION & PROPERTY FACTS

A. Site Address/Location:

The parcel is generally located on S. Blackfoot Ave. in the Skyhawk Subdivision located within Township 6N, Range 1W, Section 7.

B. Current Owner(s): City of Emmett

C. Applicant(s): City of Emmett

D. Present Zoning: R-1, Single-Family Residential and R-3 Multi-Family Residential

E. Present Comprehensive Plan Designation: MR- Mixed Residential Neighborhoods

F. Property Size: Approximately .827 acres.

3. APPLICATION PROCESS FACTS

A. Application Submittal:

The completed application for this item was received by the Zoning Department on July 24, 2023.

B. Notice of Public Hearing:

Notice of Public Hearing on the application for the Emmett Zoning Commission was published in accordance with requirements of Title 50, Chapter 13, Idaho Code. The physical property was posted for the public hearing on September 25, 2023.

C. Relevant Ordinances and Required Actions:

The subject application will in fact constitute a Vacation as determined by Emmett City Code (ECC), Title 2, Chapter 1, Section 6. By reason of the provisions of this code, a public meeting is required before the City Council and they shall reject the request or send it to the Zoning Commission for action and their recommendation to the Council. The City Council informally reviewed the Vacation request at their August 8th meeting and made a motion to send the application to the Zoning Commission to hold a formal public hearing.

D. Idaho State Code:

Title 50, Chapter 13 of Idaho Code outlines the requirements for vacating plats, roads, easements, etc. within unincorporated and incorporated areas. I.C. 50-1306A gives the procedure to be followed within the city limits.

4. LAND USE

A. Existing Land Use(s): Skyhawk Subdivision

B. Description of Character of Surrounding Area: Vacant land that is being transformed into a subdivision.

C. Adjacent Comprehensive Plan, Zoning and Land Use:

	COMP PLAN DESIGNATION	ZONING DESIGNATION	LAND USE

	COMP PLAN DESIGNATION	ZONING DESIGNATION	LAND USE
North of site	MR-Mixed Residential Neighborhoods	R-3, Multi-Family Residential	Meadowbrook apartments
South of site	MR-Mixed Residential Neighborhoods	R-1, Single Family Residential	Indian Meadows Sub.
East of site	MR-Mixed Residential Neighborhoods	R-1, Single Family Residential	Vacant land
West of site	MR-Mixed Residential Neighborhoods	R-1, Single Family Residential	Single Family Residents

5. IMPACT AGENCY AND PUBLIC COMMENTS

The following comments were received from impact agencies in response to the notice of this application:

1. No response

6. SITE SPECIFIC CONDITIONS OF APPROVAL

1. The City of Emmett must adhere to all required elements of Idaho Code Title 50, Chapter 13 pertaining to the vacation of easements as part of this application.

7. STAFF RECOMMENDATION

Staff recommends approval of the application.

EMMETT CITY ZONING COMMISSION
October 2, 2023

The Emmett City Zoning Commission held a Regular Meeting at 501 E. Main Street, Emmett, Idaho.

Chairman Earls called the meeting to order at 6:00 p.m.

Chairman Earls led the **Pledge of Allegiance**.

Commissioners Present: Gwen Earls, Kim Butler, Brian Gregory, Austin Lindstrom

Commissioners Online: N/A

Commissioners Absent: Larry Jenkins

Staff Present: Zoning Administrator, Brian Sullivan; Recording Clerk, Shannon Ferraro, Recording Clerk, Doricela Millan-Sotelo

Staff Online: N/A

Staff Absent: City Attorney, Jake Sweeten.

Public Present: Heather Gregory, 1116 Regency Way, Emmett ID

Review of Agenda:

Chairman Earls asked if there were any questions about the agenda. There were no questions.

Approval of Minutes: Commissioner Gregory made a motion to approve the July 10th, 2023, minutes.

Commissioner Butler seconded the motion. **Motion Carried.**

Chairman Earls asked if there had been any ex-parte communication regarding the SUP, Commissioner Gregory recuses himself from this hearing.

#1 Public Hearing: Special Use Permit Application by Heather Gregory for property located at 136 E. Main St. The request is to allow a 1-bedroom residential apartment above a commercial business.

Zoning Administrator's Presentation

Zoning administrator Brian Sullivan read the staff report into the record. He presented the application for a single-family residence in a commercial zone (SUP23-001). Property is located at 136 E Main Street on parcel RPE3210013005A. The SUP consists of a residential apartment that will be built on the second floor towards the back of the building. One bedroom, one bathroom, with a kitchen. Entrance will be from the alley way. Mr. Sullivan also makes note that in Title 9 of our city zoning regulations (9-5-2) allows for single family dwellings in a commercial zone with an SUP.

Commissioner Butler asked where the residence will be parking, Mr. Sullivan answered, on the street

Applicant Presentation

Owner Heather Gregory presented this application and entertained questions from the Commission

Public input

None

Rebuttal

None

Decision of Public Hearing

Earls requested a motion, Commissioner Butler made a motion to approve application SUP 23-001, adopting the conditions of approval as stated in the staff report. Commissioner Lindstrom seconded the motion. Motion Carried.

#2 Public Hearing: Vacate application by the City of Emmett. The request is to vacate a sewer line easement located in Skyhawk Subdivision on West 4th St. VAC23-001

Zoning Administrator's Presentation

To vacate an abandoned sewer line and easement located in Skyhawk Subdivision. The developer was required as a condition of this subdivision development to upgrade this sewer line to a 21" line, and run it in the road right of way, which will be owned by the City of Emmett. The old 18" sewer line was abandoned in place, but the easement crosses several lots in the subdivision.

Applicant Presentation none

Public input none

Rebuttal none

Decision of Public Hearing:

Commissioner Gregory made a motion to recommend to the City Council approval of application VAC23-001 adopting the conditions of approval as stated in the staff report. Commissioner Lindstrom seconded the motion. Motion Carried.

New Business: none

Unfinished Business: none

Items from the Commission: none

Items from the Building Official/ Zoning Administrator:

Next Regular Meeting – November 6, 2023

Commissioner Gregory made a **motion to adjourn**. Commissioner Butler seconded the motion. **Motion Carried.**

Meeting adjourned at 6:31 p.m.

Chairman Gwen Earls

Acting Secretary



CITY OF EMMETT

Zoning Commission

Recommendation to Emmett City Council

Application: VAC #23-001- Vacation of the 18" sewer line easement located in Skyhawk Subdivision.

Applicant: City of Emmett

Date of Written Recommendation: November 6, 2023

Date of Zoning Commission Public Hearing(s): October 2, 2023

Date of City Council Meeting: November 14, 2023, 7:00pm

Summary of Public Testimony:

None

Recommendation: The Commission recommends approval of Vacation application VAC #23-001 to the City Council, and adopt Conditions of Approval of the Staff report.

Unanimous vote.

See the attached staff report and meeting minutes for additional details.

Possible Motion:

I make a motion to approve Application VAC23-001, 18" sewer line easement vacation located in Skyhawk Subdivision and adopt the staff report as part of the approval.

OR

I make a motion to deny Vacation Application 23-001 for the following reason:

City's Strategic Pillars
11/14/2023

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Building/Zoning Department Goal

- Educate staff to obtain intimate knowledge of building and zoning codes. 5%
- Update outdated city ordinances, implement new ordinance-----70% zoning and building only.
- Obtain accessibility inspector certification-----40%
- Comprehensive Plan overhaul and revision----- 100%
- Digitalize and organize all building and zoning files and plans----16%

Permits = October 2023: New house = 6, Foundation Only =, Commercial = 2, Duplex = 1, Tri-plex =, Apartment =, Hangars =, Manufactured Home = 1,

1. Reviewing plans and zoning applications
2. Started preliminary work on updating our zoning map
3. Daily operations, plan reviews, contractor talks, developer talks, etc.
4. Updates to Title 7, water and sewer, city code
5. Work on Building Department fee increase for permits
6. Work on updates to ordinances
7. Draft PUD updates to zoning commission for workshops
8. Draft boundary changes for Historic Downtown District
9. Address Skyhawk Subdivision
10. Address Payette River Orchards Subdivision
11. Review updates to Skyhawk Sub. construction
12. Review landscape plan for Skyhawk
13. Review construction drawings for Long Horn Acres
14. Walk-thru phase 5 Payette River Orchards Sub.
- 15.

16. Zoning Applications:
 - Final Plat for Skyhawk
 - Vacate Sewer easement, Skyhawk Sub. Public hearing with zoning commission Oct 2, 2023
 - Preliminary/final plat, Minor Sub., Nielsen Lane Subdivision
 - Final Plat, Payette River Orchards Subdivision, phase 5
 - Rezone App. 404 E. 12th
Training (see attached)

This report does NOT contain any data required by ordinance or statute...that is covered in a separate report

City's Strategic Pillars

11/14/23

- Economically Vibrant and...
- Health-conscious city
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Clerk's Goals this Budget Year

- Increase ACH (Direct Pay) 10% from prior year
- Digitalize Resolutions and Legal Documents
- Review/Modify current Procedures and Processes to become more efficient with daily work
- ADA Compliance Updates to City Hall

Accomplishments since last report

- **October Transactions**
 - Billings sent – **3169**
 - E-mail Bills - **797**
 - ACH (Direct Pay) customers – 708 - **\$100,582**
 - Over the counter Water/Sewer payments (checks/cash) – **1671**
 - Phone Payments - 39
 - On-Line Credit Card Payments – **660**
 - Over the counter credit card payments – **83**
 - Disconnection late letters mailed - **372**
 - Water disconnections due to non-payment - **67**
 - New Water/Sewer Accounts opened – **19**
 - Cemetery Lots Sold/Deeds Issued – **4**
 - Open/Close Cemetery Lots - **7**
 - Bartender/ Alcohol/Catering Permits -**2**
 - Dog License – **6**
 - Business Registration Certificate – **59**
 - Vendor Permits/Other License – **3**
 - Accounts Payable Claims processed – **173 - \$327,463**
 - Onboard new employees – **1**
 - Terminations -**1**
 - Payroll processed- **162 - \$304,105**
 - Record Requests - **2**
- Construction/remodel of Clerk's office 50% complete
- License renewal applications sent out to clients (Business, Bartenders, Alcohol)
- Quarterly Payroll Report
- Federal Tax Report
- State and Local Fiscal Transparency Report

Plan for next 30 days

- October Bank Recon/Monthly Finance Report
- Initial prep for audit scheduled January 11, 2024
- Revise application forms to comply with Emmett City Code
- Construction/remodel of Clerk's office
- Prepare plans for Santa Ride December 11-15

City's Strategic Pillars

- Economically Vibrant and...
- Health-conscious city
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Emmett Fire Department Goals this Budget Year (with percentage of completion to date)

- Work to provide a training area to include a burn building where class A materials can be burnt and provide a constant, realistic and rigorous training program (70% of completion)
- Provide all equipment necessary to allow for daily mission execution while meeting operational goals. (70% of completion)
- Implement a community based risk program that educates so that in each iteration high standards will be enforced, thus making our community safer. (50% of completion)
- Provide a positive work environment thus keeping well-trained and motivated firefighters for at least five year tours. (60% of completion)

Expenditures requiring authorization from higher and purpose of expenditure

No less than Top Ten Accomplishments since last

- Scheduled hydrant testing
- Went live with reporting and inspection software
- Inspected Tractor Supply, D&B, Albertsons, Day Care
- Followed up with Hen House with concerns over heater
- Provided education for manager of business on possible fire hazard
- Scheduled Bi-Mart, Emmett Vet Clinic
- Participated in Fire Drill Butte View
- School presentation Butte view x2
- Escort teams out of town x3
- Installed smoke/CO detectors x5
- Meetings: IFC board meeting, Volunteer Chiefs, IFC- GEMT, ISO, Wildland Deployment
- Assisted many homeowners with getting their chimney swept
- Worked on E3 rebuild, received bid, reviewed, sent to mechanic for review
- Pump testing 4 engines
- Working on a guest presenter for a local conference or regional conference
- Hydrant testing- 30 completed out of 60
- Wrote & tested 3 FF all passed
- Installed 3 car seats

Plan for next 30 days

- Insulate Hazmat trailer
- Yearly training standards
- Develop a curriculum for PD officers
- Survey all businesses (knox, box, alarms, hoods)
- Revision of Fire Department City Code
- Rebuild of E3
-

City's Strategic Pillars 11/9/2023 @ LIBRARY

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Mission: The Emmett Public Library is the heart of the community. It provides real and virtual resources for the Gem Community, as well as ever expanding learning and recreational opportunities.

Library Goals this Budget Year (with percentage of completion to date)

- “Balancing of Efficiencies” with patron services and library usage (Growth); by collaborating with other community entities that support the library’s mission of 2022-2023, partnerships that help the library as it stretches to serve and grow real and virtual resources for the community.
- Library will implement best practices to manage patron and collection data bases, expand delivery of learning opportunities through in-house & virtual resources.
- Library will develop Adult/Senior resources to enhance “A Place for Seniors to Age & Stay”
- Develop grant/gift programs as well as in-kind contributions, providing no less than \$50,000 a year towards budget. **To date: Donations=\$26087.06+ Grants=\$16,517.00, In-Kind Donations=\$1240.00**

Expenditures requiring authorization from higher and purpose of expenditure- None at this time
Yearly Training list- None at this time

No less than Top Ten Accomplishments since last report

- Grant of \$53,000 submitted to Idaho Commission for library front entrance updates, we have received this and have completed procurement process and bid requirement to present to council.
- Summer Reading enhancements grant completed for 2023-2024
- Courier service to begin October 1st with LYNX Library system & Vega application
- Kid’s activities have started back with Lego Club 2nd Wednesday each month
- Teen, Skill Starters 3rd Wednesday each month
- October (prepare for Fall Fundraiser) Donations accepted
- National Friends of the library week October 15-21st
- Friends of the Library Meeting October 17th
- First Friday Family Fun Day November 3rd, Starry Sky over the Butte Painting
- Saturday, November 4th Pie Palooza

NEXT 30 DAYS

Idaho Family Reading Week November 6-12th, free books being handed out to all kids

Make n Mingle November 17th, will be Porch Plaques

Friends Christmas Bazaar will begin November 16th

This report does NOT contain any data required by ordinance or statute...that is covered in a separate report.

2022-23 Library Stats	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	2023	2022	2021	2020
PATRONS													TOTALS	Totals	Totals	Totals
Resident	4945	4963	4983	5017	5035	5060	5083	5106	5110	5144	5172	5200	5200	4926	4712	4505
NonResident	3276	3280	3309	3492	3520	3539	3541	3555	3559	3584	3610	3627	3627	3261	3106	2031
Adult-Circulation	2278	2111	2200	2501	2248	2482	2202	2189	2207	1954	2342	2171	26885	34984	38249	30755
Teen-Circulation	243	208	196	253	214	256	283	279	261	290	308	245	3036	6633	5860	4291
Juvenile-Circulation	3093	2845	2663	3197	2731	3020	2760	2803	3062	3489	3740	2902	36305	45142	47290	32652
TOTAL BOOKS	5614	5164	5059	5951	5193	5758	5245	5271	5530	5733	6390	5318	66226	86759	91399	67698
Audios-Circulation	149	106	108	135	134	133	135	124	134	104	91	115	1468	2073	2992	2259
In-house Tech-Circ	35	10	11	13	14	19	16	18	23	11	13	25	208	501	266	1150
In-house Book-Circ	391	374	182	137	152	203	184	291	279	598	497	1274	4562	4440	7220	2308
Trade/Exchange-Circ	206	280	168	56	23	22	61	97	24	45	117	138	1237	2286	1194	1774
Hobbies/Games/Kits-Cir	28	53	66	62	51	63	49	55	75	82	45	67	696	564	736	391
Video/DVD	1743	1617	1816	2057	1690	2174	1665	1739	1840	1729	1591	1256	20917	24210	29275	23544
TOTAL CIRCULATION	8166	7604	7410	8411	7257	8372	7355	7595	7905	8302	8744	8193	95314	120833	133082	99124
Outreach/Locker Circ	26	21/33	00/43	00/49	00/68	21/129	00/68	00/65	00/73	00/37	00/65	21/86	89/716	1387	272/36	2169
Children's Activities	137	89	111	157	196	199	182	189	219	237	160	169	2045	2507	2022	3507
Family Activities	21	60	51	53	31	12	33	22	43	67	73	114	580	1435	2234	774
Computer Usage	353	195	231	219	251	265	261	268	288	221	262	188	3002	4282	1722	4189
WiFi Usage	177	166	146	139	151	134	153	149	159	151	162	128	1815	1845	1767	3494
Reference/Phone	97	109	134	121	103	141	157	119	102	129	163	197	1572	1672	1850	8881
Meeting Room	11	76	58	63	106	119	108	123	94	118	124	112	1112	251	12	774
Proc: Audios CD's	0	24	20	1	0	21	0	2	5	1	1	1	76	173	76	123
Proc: DVDs/BRay	9	3	28	63	10	12	52	47	16	4	47	30	321	540	471	316
Proc: Books	411	280	229	170	269	254	222	246	229	237	313	237	3097	3012	2697	2443
HobbyCollection/Tech	6	1	6	0	9	0	11	0	9	0	12	1	55	48	118	25
ILL snt/recvd	4	13	5	7	8	8	8	7	6	7	7	2	82	76	159	168
Audios Withdrawn/Hobb	0	10	6	05/001	01/001	01/006	00/00	00/00	00/06	18/005	00/05	0	32/24	180	41	132/01
Videos/DVD Withdrawn	0	10	3	0	56	38	00/01	00/00	00/02	00/00	00/04	0	107	97	198	125
Books Withdrawn	31	50	132	24	49	59	23	26	108	26	11	114	653	1080	1139	1711
Patron Visits	3871	2907	3094	3567	3960	3736	3203	3459	3618	3353	3599	3552	41919	46244	39741	45867
Curbside	0	1	0	1	1	0	0	0	0	0	0	0	3	791	1832	107
Volunteers	64	88	91	111	129	121	109	112	103	83	79	183	1273	2504	1054	1031
Friends of the Library-Yearly													2681	2640	2476	2502

City of Emmett Police Department

City's Strategic Pillars

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Police Department Goals this Budget Year (with percentage of completion to date)

- Retain 100% of Staff for no less than 5 years. (Current 5-14 2 are on their 5th year this year)
- Proactively make residences and businesses along 1/5 of the main arterials in the city at least 80% ordinance compliant each year, in addition to reacting to citizen complaints; new arterials will be targeted each year (2020 4th Street). (20%)
- Update our reserve program with the newest policies and procedures directed by Idaho P.O.S.T. and double the number of officers. (Working on eligibility list 6-12-23)
- Updating (99% complete) and implementing (36% completed) a complete standardized protocols and policies manual utilizing current industry practices. This is a partnership with Lexipol that has been recognized in risk management for law enforcement.

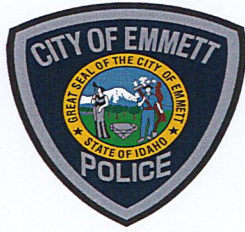
Expenditures requiring authorization from higher and purpose of expenditure

Training Last 30 days

- Have completed oral boards for patrol opening and have 2 applicants in backgrounds.
- Officer Miller is attending POST Academy and will graduate early December.
- Officer Neely has been assigned to Detective/SRO.
- Team Leader Leatherman has been promoted to Sgt. and Sgt. Huff has been promoted to LT.
- Heard back from AXON in reference to installing new recording system in interview room. This has been installed.
- All first responders are working with the school district to get access to all cameras and potentially having access to lock down app. Detective Roehr has given full electronic access to all officers and deputies. Detective Roehr is also working on contacting other agencies working on getting a policy for Lock Down App.
- Have assigned Officer Wright and Officer Gomez to furthering drug investigations on drug cases.
- Will be assigning Officer Hall extra hours to work on Ordinance enforcement.
- Preplanning for Santa Run.
- Started process of getting a year long grant from ITD that will fund Overtime pay for an entire year.

Plan for next 30 days

- Need to complete Mass Gathering ordinance.
- OHS Grant. Applying to receive this for the 2024-2025 fiscal year.
- City clerk's office and I are updating solicitor/vendor applications and licenses
- Will be putting on collection of fingerprint training for all patrol and deputies.
- Get speed limit changed on Lincoln and Boise.
- Working with public works and county roads on getting the speed limit to be 25 on 12th street to the east of Washington.
- Investigations Tech is looking into a grant that will provide us with software and hardware for cell phones forensics investigations.
- Have discussed with Mike Darling about him managing an Emmett Police Face Book Page and or Instagram. This has been delayed but shooting for first quarter of the year.
- Add part time Code Enforcement Position.
- Researching increasing dog impound fees.



EMMETT POLICE DEPARTMENT

October Patrol Statistics

	TOTAL
Felony Arrests - Male	6
Felony Arrests - Female	2
Misd. Arrests - Male	14
Misd. Arrests - Female	8
Traffic Stops	149
Infraction Cite	30
Dispatched Calls	344
Officer Initiated	93
Reports	75
Dogs Taken to Pound	7
Ordinance Calls	28

Community Involvement

For the month of October, the Emmett Police Department taught Stranger Danger and presented, "What Police Officers do", to all first graders and kindergartners within the Emmett Schools.

PD and EFD led a training for all local first responders and Valor Health in reference to an active shooter response.

The Emmett Police Department attended three different Trunk-or-Treats. Trunk-or-Treats were at Shadow Butte Elementary, Carberry Elementary and First Responder Trunk-or-Treat.

Attended a pumpkin handout at Carberry Elementary.

Nature	Reported
Curfew	22:59:46 10/31/23
Traffic Stop	22:38:37 10/31/23
Suspicious	21:23:11 10/31/23
Theft	21:03:02 10/31/23
Mental Issue	20:32:24 10/31/23
Accident PD	17:51:54 10/31/23
Warrant Arrest	17:41:24 10/31/23
Suspicious Veh	17:26:39 10/31/23
Public Assist	15:35:29 10/31/23
Traffic Stop	14:25:47 10/31/23
Traffic Stop	14:14:24 10/31/23
Medical	13:17:48 10/31/23
Threats	12:29:32 10/31/23
Drugs PCS	12:04:42 10/31/23
Accident PD	11:56:50 10/31/23
Animal Cmplnt	11:06:30 10/31/23
Traffic Stop	10:14:09 10/31/23
Threats	08:11:56 10/31/23
Traffic Stop	05:21:38 10/31/23
Open Door	02:28:02 10/31/23
DUI	18:50:10 10/30/23
Traffic Stop	16:27:53 10/30/23
Ord Viol EPD	16:21:00 10/30/23
Ord Viol EPD	16:14:33 10/30/23
Animal Cmplnt	15:47:26 10/30/23
Traffic Stop	15:40:17 10/30/23
Traffic Stop	15:19:27 10/30/23
Ord Viol EPD	15:18:32 10/30/23
Traffic Stop	15:04:13 10/30/23
Traffic Stop	14:27:58 10/30/23
Information	11:21:20 10/30/23
Sex Offense	09:24:31 10/30/23
Child Abuse	08:49:58 10/30/23
Drugs PCS	07:03:36 10/30/23
Agency Assist	06:36:24 10/30/23
Traffic Stop	05:13:59 10/30/23
Alarm Bus	04:16:24 10/30/23
Extra Patrol	02:32:28 10/30/23
Traffic Stop	21:06:05 10/29/23
Traffic Stop	20:31:29 10/29/23
Traffic Stop	20:27:35 10/29/23
Traffic Stop	19:50:37 10/29/23
CPO NCO Viol	17:35:38 10/29/23
Traffic Stop	17:22:53 10/29/23

Traffic Stop	17:18:11 10/29/23
Ord Viol EPD	16:55:39 10/29/23
Traffic Stop	15:45:36 10/29/23
Found Property	15:32:49 10/29/23
Traffic Stop	14:56:52 10/29/23
Welfare Check	13:33:36 10/29/23
Traffic Stop	12:24:57 10/29/23
Medical	12:20:25 10/29/23
Trespassing	11:57:14 10/29/23
Custodial Int	10:34:19 10/29/23
Alarm Fire	04:18:58 10/29/23
Traffic Stop	02:24:57 10/29/23
Traffic Stop	00:58:07 10/29/23
Traffic Compl	23:04:36 10/28/23
Alarm Bus	23:02:08 10/28/23
Harassment	22:49:44 10/28/23
Traffic Stop	21:38:42 10/28/23
Traffic Stop	18:12:47 10/28/23
Animal Cmplnt	13:57:33 10/28/23
Drugs PCS	13:22:41 10/28/23
Unwanted Subj	12:38:10 10/28/23
Traffic Stop	08:25:13 10/28/23
Traffic Stop	06:31:54 10/28/23
Suspicious	05:43:27 10/28/23
Traffic Stop	05:20:58 10/28/23
Curfew	03:29:51 10/28/23
Stray Dog	02:47:15 10/28/23
Suspicious	02:16:37 10/28/23
Traffic Stop	00:37:16 10/28/23
Medical	00:05:07 10/28/23
Traffic Stop	23:53:02 10/27/23
Traffic Stop	23:19:23 10/27/23
Traffic Stop	23:11:53 10/27/23
Traffic Stop	23:06:43 10/27/23
Traffic Stop	22:50:07 10/27/23
Traffic Stop	22:42:57 10/27/23
Harassment	21:54:16 10/27/23
Warrant Arrest	21:17:13 10/27/23
CPO NCO Viol	20:31:47 10/27/23
Traffic Stop	19:20:05 10/27/23
Harassment	18:37:38 10/27/23
Disorderly	17:40:31 10/27/23
Traffic Stop	17:38:55 10/27/23
Harassment	16:52:43 10/27/23
Traffic Stop	16:18:57 10/27/23

Traffic Hazard	16:05:42 10/27/23
Traffic Stop	15:31:06 10/27/23
Animal Cmplnt	11:50:45 10/27/23
Sex Offense	10:59:51 10/27/23
Traffic Stop	09:18:23 10/27/23
Traffic Hazard	08:53:30 10/27/23
Traffic Stop	08:52:09 10/27/23
Alarm Fire	07:52:04 10/27/23
Parking Problem	07:28:55 10/27/23
Alarm Bus	06:36:59 10/27/23
Alarm Bus	04:17:34 10/27/23
Alarm Res	03:03:06 10/27/23
Traffic Stop	23:07:07 10/26/23
Alarm Bus	21:31:38 10/26/23
Traffic Compl	21:16:38 10/26/23
Juvenile Prob	17:32:04 10/26/23
Traffic Stop	16:52:43 10/26/23
Trespassing	16:29:40 10/26/23
Traffic Stop	16:28:31 10/26/23
Traffic Stop	14:31:16 10/26/23
Accident HR	13:58:46 10/26/23
Traffic Stop	12:54:22 10/26/23
Threats	11:47:18 10/26/23
Welfare Check	11:17:01 10/26/23
Battery	11:15:07 10/26/23
CPO NCO Viol	10:17:00 10/26/23
Traffic Stop	10:11:25 10/26/23
Welfare Check	07:40:25 10/26/23
Accident PI	07:15:38 10/26/23
Alarm Bus	02:19:45 10/26/23
Curfew	22:51:19 10/25/23
Traffic Stop	17:53:34 10/25/23
Suspicious	17:16:55 10/25/23
Agency Assist	16:45:06 10/25/23
Animal Found	16:28:11 10/25/23
Welfare Check	15:55:18 10/25/23
Trespassing	15:28:56 10/25/23
Welfare Check	15:13:03 10/25/23
Ord Viol EPD	15:08:35 10/25/23
Ord Viol EPD	14:50:23 10/25/23
Agency Assist	12:03:01 10/25/23
Property Damage	10:54:10 10/25/23
Traffic Stop	08:21:12 10/25/23
Medical	07:37:10 10/25/23
Accident PD	22:36:53 10/24/23

Traffic Stop	21:50:14 10/24/23
Alarm Res	15:27:45 10/24/23
Property Damage	12:34:52 10/24/23
Medical	12:15:56 10/24/23
Animal Cmplnt	01:18:56 10/24/23
Animal Cmplnt	23:29:10 10/23/23
Alarm Medical	23:05:21 10/23/23
Open Door	23:03:54 10/23/23
Traffic Stop	21:36:21 10/23/23
Traffic Stop	19:25:53 10/23/23
Fraud	18:28:05 10/23/23
Medical	18:03:43 10/23/23
Alarm Bus	17:19:07 10/23/23
Traffic Stop	17:18:56 10/23/23
Traffic Stop	17:10:16 10/23/23
Welfare Check	15:49:06 10/23/23
Battery	14:50:19 10/23/23
Civil Compl	07:22:35 10/23/23
Traffic Stop	05:51:40 10/23/23
Traffic Stop	05:41:56 10/23/23
Animal Cmplnt	03:34:09 10/23/23
CPO NCO Viol	01:32:18 10/23/23
DWP	23:01:27 10/22/23
Welfare Check	21:16:15 10/22/23
Disorderly	18:08:39 10/22/23
Traffic Stop	17:51:51 10/22/23
Traffic Stop	17:16:35 10/22/23
Child Abuse	16:25:25 10/22/23
Traffic Stop	14:22:51 10/22/23
Traffic Stop	13:04:25 10/22/23
Traffic Stop	11:10:23 10/22/23
Traffic Stop	10:26:43 10/22/23
Traffic Stop	10:04:13 10/22/23
Welfare Check	08:46:27 10/22/23
Traffic Stop	05:43:18 10/22/23
Traffic Stop	05:18:13 10/22/23
Disturb Peace	00:30:36 10/22/23
Welfare Check	23:04:36 10/21/23
Warrant Arrest	22:41:21 10/21/23
Traffic Compl	20:51:59 10/21/23
Suspicious Veh	19:47:17 10/21/23
Suspicious Veh	19:29:08 10/21/23
Threats	17:10:09 10/21/23
Accident HR	15:43:59 10/21/23
Traffic Compl	12:19:24 10/21/23

Disorderly	12:14:25 10/21/23
Traffic Stop	11:00:22 10/21/23
Animal Cmplnt	09:50:58 10/21/23
Found Property	08:38:21 10/21/23
Open Door	04:42:07 10/21/23
Traffic Stop	00:21:59 10/21/23
Traffic Stop	23:38:37 10/20/23
Agency Assist	22:27:24 10/20/23
Agency Assist	21:17:52 10/20/23
Medical	20:34:04 10/20/23
Domestic	20:11:16 10/20/23
Traffic Stop	19:01:56 10/20/23
DWP	17:58:56 10/20/23
Traffic Stop	17:48:59 10/20/23
Public Assist	17:07:26 10/20/23
Traffic Stop	16:45:17 10/20/23
Traffic Stop	16:32:50 10/20/23
Traffic Stop	15:51:55 10/20/23
Warrant Arrest	15:27:54 10/20/23
Traffic Stop	14:38:59 10/20/23
Traffic Stop	14:31:34 10/20/23
Fraud	13:46:53 10/20/23
Funeral Escort	13:19:53 10/20/23
Alarm Bus	13:12:08 10/20/23
Animal Cmplnt	13:06:41 10/20/23
911 AHM	12:39:39 10/20/23
Ord Viol EPD	11:14:14 10/20/23
Agency Assist	09:51:33 10/20/23
Fire Structure	07:49:02 10/20/23
Accident PD	07:32:01 10/20/23
Medical	06:12:22 10/20/23
Traffic Stop	00:36:56 10/20/23
Animal Cruelty	23:26:51 10/19/23
Domestic	18:47:45 10/19/23
Welfare Check	18:16:17 10/19/23
Burglary Bus	17:52:05 10/19/23
Medical	17:37:30 10/19/23
Extra Patrol	17:35:08 10/19/23
Animal Cmplnt	12:43:42 10/19/23
Parking Problem	12:18:50 10/19/23
Traffic Stop	11:52:12 10/19/23
Fraud	10:21:42 10/19/23
Unlawful Entry	02:45:53 10/19/23
Threats	02:32:17 10/19/23
Suspicious	02:16:25 10/19/23

Harassment	23:49:38 10/18/23
Curfew	23:24:55 10/18/23
Harassment	21:27:39 10/18/23
Threats	21:26:56 10/18/23
Disturb Peace	20:18:07 10/18/23
Suspicious Veh	19:17:57 10/18/23
Parking Problem	14:55:07 10/18/23
Accident PD	13:23:24 10/18/23
Traffic Stop	09:12:03 10/18/23
Agency Assist	07:45:49 10/18/23
Extra Patrol	23:40:39 10/17/23
Property Damage	20:25:34 10/17/23
Traffic Compl	20:09:00 10/17/23
Traffic Stop	19:21:36 10/17/23
Traffic Stop	18:53:45 10/17/23
Traffic Compl	17:33:07 10/17/23
Traffic Stop	14:22:40 10/17/23
Animal Found	10:44:16 10/17/23
Property Damage	09:45:37 10/17/23
Traffic Stop	07:30:29 10/17/23
Accident PD	06:55:05 10/17/23
Traffic Stop	02:00:20 10/17/23
Traffic Stop	01:39:58 10/17/23
Medical	22:43:58 10/16/23
Disturb Peace	22:27:55 10/16/23
Disorderly	20:02:13 10/16/23
Domestic	19:42:24 10/16/23
Suspicious	18:45:54 10/16/23
Runaway	14:44:09 10/16/23
Found Property	13:49:48 10/16/23
DUI	11:51:15 10/16/23
Traffic Stop	07:31:24 10/16/23
Welfare Check	07:23:48 10/16/23
Suspicious	07:10:21 10/16/23
Traffic Stop	06:59:57 10/16/23
Traffic Stop	06:44:47 10/16/23
Traffic Stop	06:37:33 10/16/23
Traffic Stop	05:44:26 10/16/23
Motorist Assist	22:32:33 10/15/23
Suspicious	20:36:12 10/15/23
Traffic Compl	20:16:06 10/15/23
Disorderly	18:49:27 10/15/23
ABANDONED VEH	16:47:55 10/15/23
Traffic Stop	15:42:50 10/15/23
Traffic Compl	12:57:44 10/15/23

Theft	12:04:42 10/15/23
Traffic Stop	10:49:15 10/15/23
Traffic Stop	10:13:05 10/15/23
Traffic Stop	06:34:17 10/15/23
Welfare Check	03:22:51 10/15/23
Public Assist	23:00:48 10/14/23
Traffic Stop	22:48:50 10/14/23
Traffic Stop	22:38:27 10/14/23
Sex Offense	22:05:59 10/14/23
Traffic Stop	21:44:42 10/14/23
Traffic Stop	21:40:38 10/14/23
Public Assist	21:21:33 10/14/23
Traffic Stop	19:30:25 10/14/23
Trespassing	18:32:47 10/14/23
Traffic Stop	17:54:18 10/14/23
Traffic Compl	17:44:41 10/14/23
Disorderly	17:05:05 10/14/23
Traffic Stop	16:33:12 10/14/23
Traffic Stop	16:01:21 10/14/23
Traffic Stop	15:54:02 10/14/23
Lost Property	14:07:38 10/14/23
Ord Viol EPD	11:13:27 10/14/23
Stray Dog	10:19:24 10/14/23
Ord Viol EPD	09:07:20 10/14/23
Medical	00:33:26 10/14/23
Curfew	00:18:18 10/14/23
Traffic Stop	23:31:40 10/13/23
Traffic Stop	22:17:41 10/13/23
Traffic Stop	21:15:42 10/13/23
Traffic Stop	21:02:59 10/13/23
Traffic Compl	21:01:21 10/13/23
Traffic Stop	20:24:35 10/13/23
Traffic Stop	20:00:30 10/13/23
Traffic Stop	19:53:16 10/13/23
Traffic Stop	19:52:16 10/13/23
Traffic Stop	19:40:44 10/13/23
Traffic Stop	19:24:29 10/13/23
Ord Viol EPD	18:18:47 10/13/23
Traffic Stop	17:47:47 10/13/23
CPO NCO Viol	15:59:34 10/13/23
Assault	15:50:33 10/13/23
Suspicious	15:48:55 10/13/23
Traffic Stop	14:25:00 10/13/23
Disorderly	13:28:55 10/13/23
Parking Problem	13:25:40 10/13/23

Parking Problem	13:22:41 10/13/23
Fraud	12:20:21 10/13/23
Fire Smoke Rpt	08:26:13 10/13/23
Suspicious	07:54:58 10/13/23
Welfare Check	22:21:33 10/12/23
Information	20:08:04 10/12/23
Stray Dog	19:25:29 10/12/23
Stray Dog	18:13:07 10/12/23
Stray Dog	16:28:48 10/12/23
Fire Gas Leak	16:01:13 10/12/23
Parking Problem	14:33:49 10/12/23
Accident HR	13:44:53 10/12/23
Battery	13:06:49 10/12/23
Traffic Hazard	13:04:58 10/12/23
Suspicious	12:20:40 10/12/23
Child Abuse	09:53:54 10/12/23
Traffic Stop	07:37:58 10/12/23
Welfare Check	07:20:20 10/12/23
Medical	06:03:02 10/12/23
Medical	00:20:46 10/12/23
Welfare Check	23:24:41 10/11/23
Traffic Stop	23:04:44 10/11/23
Traffic Stop	19:38:08 10/11/23
Traffic Hazard	17:11:55 10/11/23
Traffic Stop	16:11:17 10/11/23
Traffic Stop	16:07:05 10/11/23
Traffic Stop	15:47:23 10/11/23
Traffic Stop	14:46:15 10/11/23
Hazard	14:17:24 10/11/23
Traffic Stop	07:51:52 10/11/23
Traffic Stop	07:34:06 10/11/23
Alarm Medical	03:16:07 10/11/23
Mental Hold	20:49:58 10/10/23
Alarm Bus	20:00:56 10/10/23
Public Assist	19:24:07 10/10/23
Animal Cmplnt	19:18:01 10/10/23
Medical	18:59:27 10/10/23
Theft	14:02:21 10/10/23
Wanted Person	12:26:39 10/10/23
Funeral Escort	11:15:52 10/10/23
Bus Violation	09:58:39 10/10/23
Traffic Stop	06:14:38 10/10/23
Traffic Stop	05:49:07 10/10/23
Alarm Bus	02:07:49 10/10/23
Alarm Bus	01:08:01 10/10/23

Medical	22:08:12 10/09/23
Traffic Stop	21:18:46 10/09/23
Traffic Compl	20:46:46 10/09/23
Traffic Stop	19:19:39 10/09/23
Medical	18:58:29 10/09/23
Theft	18:32:32 10/09/23
Unwanted Subj	16:33:10 10/09/23
Property Damage	16:20:12 10/09/23
Alarm Medical	15:46:16 10/09/23
Missing Person	15:24:02 10/09/23
Disorderly	13:36:00 10/09/23
Stray Dog	11:06:10 10/09/23
Traffic Offense	11:05:41 10/09/23
Traffic Stop	10:25:29 10/09/23
Stray Dog	09:39:04 10/09/23
Suspicious Veh	02:41:22 10/09/23
Information	00:36:23 10/09/23
Medical	21:53:55 10/08/23
Traffic Stop	19:55:44 10/08/23
Traffic Stop	19:28:39 10/08/23
Traffic Stop	18:30:18 10/08/23
Traffic Stop	17:00:41 10/08/23
Medical	16:55:18 10/08/23
Information	13:51:08 10/08/23
ABANDONED VEH	12:53:49 10/08/23
Accident PD	11:05:50 10/08/23
Animal Cmplnt	10:21:31 10/08/23
Medical	00:36:44 10/08/23
Traffic Stop	00:14:15 10/08/23
Accident PI	22:42:56 10/07/23
Disorderly	22:37:32 10/07/23
Traffic Stop	22:15:26 10/07/23
Traffic Stop	21:30:57 10/07/23
Traffic Stop	20:07:38 10/07/23
Traffic Stop	19:38:32 10/07/23
Traffic Stop	19:25:32 10/07/23
Traffic Stop	19:20:36 10/07/23
Traffic Stop	18:43:16 10/07/23
Animal Cmplnt	16:30:31 10/07/23
Traffic Stop	15:45:17 10/07/23
Traffic Stop	15:10:50 10/07/23
Traffic Stop	14:56:52 10/07/23
Traffic Stop	14:51:45 10/07/23
Traffic Stop	14:41:45 10/07/23
Suspicious	13:00:49 10/07/23

Public Assist	12:04:32 10/07/23
Suspicious	04:27:36 10/07/23
Medical	03:22:09 10/07/23
Traffic Compl	00:28:41 10/07/23
Traffic Stop	00:24:14 10/07/23
Traffic Stop	23:00:35 10/06/23
Medical	22:11:00 10/06/23
Traffic Stop	21:55:48 10/06/23
Traffic Stop	21:38:02 10/06/23
Traffic Stop	21:08:37 10/06/23
Traffic Stop	20:45:29 10/06/23
Traffic Stop	20:14:10 10/06/23
Juvenile Prob	19:28:50 10/06/23
Parking Problem	18:57:37 10/06/23
Traffic Stop	18:38:51 10/06/23
Welfare Check	18:10:47 10/06/23
Welfare Check	13:32:35 10/06/23
Funeral Escort	12:08:42 10/06/23
Trespassing	09:12:55 10/06/23
Alarm Bus	02:35:44 10/06/23
Welfare Check	01:53:29 10/06/23
Alarm Bus	01:34:12 10/06/23
Disorderly	00:09:10 10/06/23
Domestic	23:05:05 10/05/23
Mental Issue	22:41:52 10/05/23
Accident HR	19:46:11 10/05/23
CPO NCO Viol	19:42:11 10/05/23
Traffic Stop	17:38:08 10/05/23
Suspicious	17:16:50 10/05/23
Accident PD	17:01:52 10/05/23
Fire Structure	16:34:17 10/05/23
Parking Problem	15:33:58 10/05/23
Accident PD	15:17:28 10/05/23
Animal Cruelty	15:13:05 10/05/23
Accident HR	14:54:07 10/05/23
Harassment	14:48:53 10/05/23
Theft-Automobil	13:45:29 10/05/23
Stray Dog	13:03:49 10/05/23
Warrant Arrest	12:11:51 10/05/23
Traffic Stop	11:40:03 10/05/23
Unknown Problem	10:38:29 10/05/23
CPO NCO Viol	18:48:32 10/04/23
Stray Dog	14:32:04 10/04/23
Warrant Arrest	12:06:15 10/04/23
Assault Agg	11:48:32 10/04/23

Accident PI	08:45:04 10/04/23
Drugs PCS	08:15:47 10/04/23
Welfare Check	07:33:39 10/04/23
Welfare Check	05:15:03 10/04/23
Suspicious	01:28:02 10/04/23
Open Door	00:03:55 10/04/23
Traffic Stop	21:37:05 10/03/23
Welfare Check	21:06:07 10/03/23
Property Damage	20:35:47 10/03/23
Information	19:33:21 10/03/23
911 AHM	18:59:43 10/03/23
Accident PI	18:48:32 10/03/23
Unknown Problem	18:48:13 10/03/23
Traffic Hazard	18:35:31 10/03/23
Stray Dog	16:07:02 10/03/23
Traffic Compl	14:41:23 10/03/23
Public Assist	11:17:46 10/03/23
Accident PI	10:46:26 10/03/23
Medical	10:25:39 10/03/23
Public Assist	09:50:11 10/03/23
Medical	08:35:14 10/03/23
Accident PI	07:41:08 10/03/23
Alarm Medical	04:09:34 10/03/23
Public Assist	23:57:36 10/02/23
Traffic Stop	22:58:03 10/02/23
Domestic	19:47:02 10/02/23
Parking Problem	19:30:22 10/02/23
Suspicious	19:18:05 10/02/23
Accident PD	15:57:31 10/02/23
Disorderly	15:50:16 10/02/23
Information	14:46:57 10/02/23
Stray Dog	13:03:57 10/02/23
Welfare Check	10:31:19 10/02/23
Accident PI	07:20:00 10/02/23
Property Damage	07:11:30 10/02/23
Traffic Stop	07:00:34 10/02/23
Traffic Stop	06:48:03 10/02/23
Traffic Compl	05:03:22 10/02/23
Traffic Hazard	22:40:51 10/01/23
Traffic Stop	22:12:56 10/01/23
Traffic Stop	21:29:24 10/01/23
DUI	16:31:59 10/01/23
Trespassing	15:07:04 10/01/23
Wanted Person	14:22:40 10/01/23
Traffic Hazard	12:15:48 10/01/23

Unwanted Subj
Medical

11:44:16 10/01/23
09:17:18 10/01/23

City's Strategic Pillars
11/14/23

- Economically vibrant and health-conscious city.
- Legally compliant with all state and federal laws.
- Performing its constitutional mission (protecting people and property).
- With adequate infrastructure for growth

PUBLIC WORKS GOALS

- Replace all water distribution lines less than 6" in diameter to meet minimum main line size requirement. 80%
- Design for well #6 at City Park. 90%
- Reduce I&I inside sewer collection lines to less than 50% of current rate per Sewer Capital Improvement Plan. 80%
- Implement Airport Pavement, and Master Capital Improvement Plan. 50%
- Replace Utilities at Wardwell Loop. 20%
- Create Cemetery Master Plan. 5% *on hold*

EXPENDITURE REQUIRING AUTHORIZATION / PURPOSE OF EXPENDITURE

- 08/26/23 KELLER ASSOCIATES, 12TH & SUBSTATION INT - \$40,151.75
- 10/05/23 SHERWIN WILLIAMS CO, STEVE - \$5,719.88
- 10/18/23 GW BUILDING LLC, CONSTRUCTION DRAW - \$13,600.00
- 10/16/23 INNOVATIVE CONCRETE CONSTRUCTION, ALBERTSONS STREET LIGHT - \$5,000.00
- 10/24/23 IRONPLANT, PUBLIC WORKS - \$14,000.00
- 10/20/23 MORROW ELECTRIC, HIGHWAY LIGHT POLE - \$14,500.00

TRAINING

- None

ACCOMPLISHMENTS SINCE LAST REPORT

1. Sprayed all city streets and ally ways for weeds.
2. Quail Run Lift Station contract on hold for development.
3. 12th St Lift Station contract to be approved.
4. Starting grant application for 12th St and Substation intersection.
5. Adjusting all domestic water pumps and motors to get more efficiency in power consumption.
6. Clearing all storm drain systems in roadway.
7. Install new ADA Bathrooms in park.
8. Updating solenoids at WTP.
9. Annual Cleaning of water and sewer facilities.
10. Completed annual employee evaluations.
11. Review updates and process with ITD SH-16, SH-44, to SH-52.
12. Completed all survey throughout the city.

PLAN FOR NEXT 30 DAYS

1. Started alley grading.
2. WWTP/Sewer and WTP/Water Master Plan Update continued.
3. 12th and Substation Intersection Review with Keller Associates continued
4. Continuing our efforts to mitigate I&I.
5. Sewer manhole - grout and/or replacement for those leaking water
6. Repair bad water valves and water valve boxes
7. Water valve exercise for all water distribution valves.
8. Upgrade fire hydrants older than 18 years.
9. Work with ITD to get access off Hwy 16 for development of commercial.
10. Start up splash pad for testing prior to winter.
11. Get winter equipment and sanding materials prepared.

City's Strategic Pillars

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Systems Admin Goals (with percentage of completion to date)

- Complete fiber optic network to inner city facilities. **88% Airport & Locust Booster will be last major sites to complete.** Airport city fiber will be complete in coming weeks to our hanger.
- Migrate all servers to cloud over the next 5 years. **35% SysAdmin, Library, Public Works converted to SharePoint cloud storage. Will get clerks converted after FTTH pilot project.**
- Complete Geographic Information System mapping of all city infrastructure assets (ongoing). **80% New fiber infrastructure on deck.**
- Convert city network from a bridged configuration to routed. **45% Initial plan and IP address scheme. Converted City Park, Highlands Booster, Fire Department, Industrial Park, Tin building, and Cemetery thus far.**
- ARPA Projects and Reporting completion. **40% Locust generator has been delivered. Concrete and building erection for Locust is complete.**

Expenditures requiring authorization from higher and purpose of expenditure

- None

Training last 30 days

No less than Top Ten Accomplishments since last report

1. Install AI camera at Tin Building
2. Replace remote lock Annex
3. Lumen IRON routing issue from cut fiber
4. Downtown fiber quote
5. Spam email filter check and clear
6. Assist Museum with DHCP network issue
7. Presentation to Latah County Broadband Coalition
8. Cradlepoint and remote desktop fix
9. Repair Highlands fiber hut floor leak fix
10. Review SCADA VPN security
11. Pontem cemetery software update/fix
12. Neptune radio network fix
13. Assist county with network packet inspection
14. eImpact database issue fix
15. Probst Electric subdivision documents
16. Water tower meter reading equipment
17. PW website stat forms backup
18. Thermometer and humidity sensors in fiber huts

Plan for next 30 days

19. Setup backup edge router on network	20. Emmett Fiber customer notification system
21. Firstnet change over, cradlepoints	22. Update cameras tennis courts and tin building
23. Splicing of Airport fiber and conduit installation	24. Cemetery lighting and camera expansion
25. GIS fiber mapping platform build (Docufiber)	26. Rotation council chambers computer
27. 911 updates for phone system extensions	28. Fire department new RMS system
29. Multifactor authentication for email	30. Update excel network maps