

**DEVELOPMENT AGREEMENT
THE CITY OF EMMETT, IDAHO, AND PARK HAMPTON, LLC**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of this _____, 2023, by and between the CITY OF EMMETT, a Political Subdivision of the State of Idaho (“City”) and Park Hampton, LLC, (“Owner”), pursuant to the authority of Idaho Code § 67-6511A, *et seq.*

BACKGROUND:

Owner is the owner of a certain tract of land in the County of Gem, State of Idaho, which land is more particularly described in Exhibit “A” and is hereinafter referred to as the “Project”; and,

City has authority to annex and rezone property pursuant to Title 9, Chapter 15 of the Emmett City Code and Section 67-6504 of the Idaho Code; and,

City has authority to enter into development agreements to condition annexations and rezones; and,

Owner desires to be assured that it may proceed with development of the Project in accordance with this Agreement. In order to obtain this benefit, Owner has determined that it is advantageous to Owner to enter into the Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the parties agree as follows:

Section 1. Development of the Project.

1.1 Effective Date. In accordance with Idaho Code § 67-6511A, this Agreement was effective upon the publication of Ordinance _____, approving the annexation and rezone for the Project, and upon the recordation of this Agreement. This Agreement supercedes and replaces any prior Development Agreement between the parties.

1.2 Permitted Use, Density, and Intensity of Use. This Agreement shall vest the right to develop the Project on land described in Exhibit “A” (Legal Description) and by this reference made a part hereof, with respect to the approved application for the Owner, as restricted by the Conditions of Approval attached to this Agreement as Exhibit “B” and Site Specific Conditions of Approval to this Agreement as Exhibit “C”.

1.3 Changes in State and Federal Law. This Agreement shall not preclude the application to the Project 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, City and Owner shall meet and confer to determine how provisions of this Agreement would need to be modified or suspended in order to comply with the law and shall prepare and process the necessary amendment or amendments to this Agreement, or the City Council may elect to terminate this Agreement pursuant to Section 3.4.

1.4 Police Power. Nothing in this Agreement shall be construed to be in derogation of the City’s police 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 Project or the community.

1.5 Surety for Project Completion: In accordance with Emmett City Code and future conditions of approval, the Owner agrees to comply with all lien and/or surety requirements for completion of the project if it is abandoned or otherwise not completed.

Section 2. Cooperation In The Event Of Legal Action.

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

Section 3. Violation; Remedies; Termination.

3.1 General Provisions. Failure or unreasonable delay by the Owner 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 manner in which 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, the commencement of the cure within such time 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.

3.2 Violations by City. In the event City violates any provision under the terms of this Agreement, Owner shall have all rights and remedies provided herein or under applicable law, including without limitation the right to seek specific performance by the City. But in no event shall Owner have any right to punitive damages.

3.3 Enforced Delay; Extension of Time of Performance.

a) In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strike, walk-out, riot, flood, earthquake, fire, casualty, or act of God.

b) Performance hereunder shall not be deemed in default where delays or defaults are due to governmental agencies. An extension of time necessary to gain approval of another independent governmental agency as required in the conditions of approval will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

c) Upon the request of either party hereto, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

3.4 Termination.

a) This Agreement may be terminated, and the zoning designation upon which the use is based reversed to the zoning district existing immediately prior to the Agreement (deemed appropriate by the City Council), upon the failure by the Owner to comply with the terms and conditions contained in this Agreement after notice by the City to the Owner, or upon the failure of the Owner, each subsequent owner or each other person acquiring an interest in the Project site to comply with the terms and conditions in this Agreement and after the Council has complied with the notice and hearing provisions of Idaho Code § 67-6511A.

Section 4. Hold Harmless – Indemnification.

4.1 By Owner. Owner shall defend, indemnify, and hold the City, its officers, agents, and employees harmless for injuries to persons or property occurring on the Project arising out of, or resulting from, the negligence or willful conduct of Owner, its agents or employees in performing Owner's duties described in this Agreement or Owner's development activities on the Project.

In the event the City is alleged to be liable in any manner, as a result of the acts, omissions, or negligence of Owner, the Owner shall indemnify and hold the City harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from Owner's development activities on the Project, and Owner shall defend such allegations through counsel chosen by the City. Owner 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. Owner 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.

Owner guarantees the City 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). Further, Owner agrees to indemnify, defend, and hold the City harmless from and against any loss, expense, or damage of any type incurred by the City as a result of Owner's breach of the guarantee requirements of this paragraph.

4.2 By City. Subject to the limitations of Idaho law, including article 8 section 4 of the Idaho Constitution and the Idaho tort claims act (Idaho Code § 6-901, et seq.), and to the extent permitted by Idaho law, and without waiving any of the defenses, immunities or other protections available thereunder, City shall defend, indemnify, and hold the Owner, its officers, agents, and employees harmless for injuries to persons or property occurring on the Project arising solely out of, or resulting solely from, the negligence or willful conduct of City or its employees in performing City's duties described in this Agreement or City's activities on the Project.

In the event the Owner is alleged to be liable in any manner, solely as a result of the acts, omissions, or negligence of City, the City shall, subject to the limitations of Idaho law, including article 8 section 4 of the Idaho Constitution and the Idaho tort claims act (Idaho Code § 6-901, et seq.), and to the extent permitted by Idaho law, and without waiving any of the defenses, immunities or other protections available thereunder, indemnify and hold the Owner harmless from and against all liability, claims, loss, costs, and expenses arising solely out of, or resulting solely from City's activities on the Project, and City shall defend such allegations through counsel chosen by the Owner. City 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. City shall not be obligated to indemnify or defend the Owner 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 Owner, its agents, officers or employees.

Subject to the limitations of Idaho law, including article 8 section 4 of the Idaho Constitution and the Idaho tort claims act (Idaho Code § 6-901, et seq.), and to the extent permitted by Idaho law, and without waiving any of the defenses, immunities or other protections available thereunder, City guarantees the Owner that all City 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). Further, subject to the limitations of Idaho law, including article 8 section 4 of the Idaho Constitution and the Idaho tort claims act (Idaho Code § 6-901, et seq.), and to the extent permitted by Idaho law, and without waiving any of the defenses, immunities or other protections available thereunder, City agrees to indemnify, defend, and hold the Owner harmless from and against any loss, expense, or damage of

any type incurred by the Owner solely as a result of City's breach of the guarantee requirements of this paragraph.

Section 5. Notices.

5.1 Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). If given by registered or certified mail, a notice shall be deemed to have been given and received on actual receipt by the addressee. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. A courtesy copy of the notice may be sent by facsimile transmission. Any party may designate any other address in substitution of the address contained herein by like written notice.

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

If to City, to:

City of Emmett
Emmett, Idaho 83617
Attention: Planning Director
Telephone: 208-365-9569
Facsimile: 208-365-4651

If to Owner, to:

John Wood, Park Hampton, LLC
8700 Chaparral Road
Eagle, Idaho, 83616
Telephone, 208-412-5969

Section 6. Assignment.

6.1 If all or any portion of the Project is transferred by Owner to any person or entity ("Transferee"), then Owner may assign or transfer to Transferee all or any portion of its 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 Owner transfers any portion of the Project to a Transferee, Owner 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 applicable to the transferred property as set forth in Idaho Code § 67-6511A.

Section 7. Entire Agreement; Counterparts; Exhibits; Recording.

7.1 Waivers. No provision or condition of this Agreement shall be considered waived unless duly amended as provided in Section 9.1. The failure of the City to require strict performance of any term or condition of this Agreement or to exercise any option herein conferred in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the City.

7.2 Duty to Act Reasonably. Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.

7.3 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit A – Project Legal Description

Exhibit B – Conditions of Approval

Exhibit C – Site Specific Conditions of Approval

7.4 Recordation of Agreement. The City shall record an executed original of this Agreement at the Gem County Recorder's Office. Owner agrees to pay all recording fees necessary to record this Agreement with the Gem County Recorder's Office.

Section 8. Covenants Appurtenant To The Project.

8.1 All covenants and conditions set forth herein shall be appurtenant to and run with the Project and shall be binding upon Owner's heirs, successors, and assigns until all Conditions of Approval have been satisfied and work completed at which time this Agreement shall be automatically

terminated and of no force or effect and the parties shall reasonably cooperate to record any necessary instruments to evidence such termination.

Section 9. Miscellaneous.

9.1 Amendment. Modifications to this Agreement may be made only by the permission of the City Council after complying with the notice and hearing provisions of Idaho Code § 67-6511A. The Agreement may only be modified after public hearing by the City Council. Major modifications as determined by the Planning Director shall require a hearing and recommendation by the Emmett Zoning Commission prior to hearing by the Council.

9.2 Interpretation: Any term contained in this Agreement will be defined pursuant to Title 9 of the Emmett City Code and if not contained therein general common understanding of the word will apply.

9.3 No Agency, Joint Venture or Partnership. City and Owner hereby renounce the existence of any form of joint venture or partnership between the City and Owner and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Owner joint venturers or partners.

9.4 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.

9.5 Construction. This Agreement has been reviewed and revised by legal counsel for both City and Owner, and 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.

9.6 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 the Third Judicial District, State of Idaho, County of Gem.

9.7 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.

9.8 Third Party Beneficiaries. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto effective the day and year first above written.

City of Emmett

By: _____
Gordon Petrie, Mayor

ATTEST:

Lyleen Jerome, City Clerk

STATE OF IDAHO)
) ss.
County of Gem)

On this ____ day of _____, 2021, before me a notary public, personally appeared Gordon Petrie, known or identified to me, to be the Mayor of the City of Emmett, and the person who executed the said instrument, and acknowledged to me that he executed the same as Mayor.

Notary Public for Idaho
Commission Expires _____

Owner

PARK HAMPTON, LLC

JOHN WOOD, OWNER

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2021, before me a notary public, personally appeared John Wood, known or identified to me, to be the Owner of Park Hampton, LLC and the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same as Owner.

Notary Public for _____
Commission Expires: _____

**EXHIBIT A
LEGAL DESCRIPTION**

Annexation Parcels: 3 parcels with total of 65.067 acres

A parcel of land being a portion of Parcel C of Property Boundary Adjustment: PBA 16-019 and PBA 17-001, Instrument No. 310161, Gem County Records, located in a portion of Government Lot 8 and a portion of the NE1/4 SE1/4, lying North of the Idaho Northern and Pacific Railroad right-of-way within Section 12, Township 6 North, Range 2 West of the Boise Meridian and a portion of Government Lots 2, 3, 4, and 5, lying North of the Idaho Northern and Pacific Railroad right-of-way and the occupied line along the North side of the Idaho Northern and Pacific Railroad, within Section 7, Township 6 North, Range 1 West of the Boise Meridian, Gem County, Idaho, more particularly described as follows:

BEGINNING at a found 1/2 inch rebar with plastic cap stamped "FISHER PLS 4108" at the Quarter Corner Common to said Sections 7 and 12, as shown on Corner Record Instrument No. 280018, from which a found brass cap, marking the Southwest Corner of said Section 7 as shown on Corner Record Instrument No. 309880, bears South 00° 03'34" West a distance of 2641.33 feet;

Thence North 00° 58'12" East, along the west line of said Section 7, a distance of 7.78 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" on the Northerly right-of-way of the Idaho Northern and Pacific Railroad and the beginning of a non-tangent curve to the right;

Thence along the said Northerly right-of-way of the Idaho Northern and Pacific Railroad the following two (2) courses;

166.85 feet along said non-tangent curve to the right having a radius of 508.70 feet, a central angle of 18°47'34", subtended by a chord bearing South 86° 16'20" West a distance of 166.10 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 85° 16'47" West, a distance of 354.81 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence leaving said Northerly right-of-way, North 25°018'41" West, a distance of 120.96 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence North 50°48'55" East, a distance of 99.37 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence North 38° 50'10" West, a distance of 732.01 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561" on the northerly line of said Parcel C;

Thence along the said northerly line the following two (2) courses;

South 75°23'47" East, a distance of 380.29 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 48°31'52" East, a distance of 1,418.66 feet to the Government Meander Line of the left bank of the Payette River, witnessed by a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" that bears South 48°31'52" West, a distance of 24.83;

Thence along the said Government Meander Line on the left bank of the Payette River the following two (2) courses;

South 69° 26'56" East, a distance of 330.70 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 66° 00'24" East, a distance of 466.37 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

Thence leaving said Government Meander Line on the left bank of the Payette River, and continuing along the Ordinary High Water Line as described in the Disclaimer of Interest Instrument No. 239286 the following two (2) courses;

South 86°08'59" East, a distance of 106.86 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 69° 07'46" East, a distance of 115.58 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" on the Easterly line of Parcel A as shown on Record of Survey Instrument No. 222731;

Thence along said Easterly line, South 32° 43'03" East, a distance of 313.68 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" on the common occupied line between Boise Cascade and the Idaho Northern and Pacific Railroad and the beginning of a non-tangent curve to the left;

Thence along the said common occupied line between Boise Cascade and the Idaho Northern and Pacific Railroad the following fifteen (15) courses;

128.19 feet along said non-tangent curve to the left having a radius of 2,889.12 feet, a central angle of 02°32'32", subtended by a chord bearing South 56° 00'41" West a distance of 128.18 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 54°44'25" West, a distance of 94.00 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 35° 15'35" West, a distance of 10.00 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 54°44'25" West, a distance of 114.05 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" on the line common to Government Lots 3 and 4;

Continuing South 54°44'25" West, a distance of 23.11 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 38° 01'58" East, a distance of 7.08 feet to a point witnessed by a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" that bears South 54°45'37" West, a distance of 2.00 feet;

South 54°45'37" West, a distance of 66.82 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612"; South 55°03'12" West, a distance of 329.60 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 54° 29'56" West, a distance of 373.03 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 54° 54'44" West, a distance of 221.69 feet to a point witnessed by a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" that bears North 54° 54'44" East, a distance of 3.00 feet;

North 44°06'35" West, a distance of 15.44 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 54°44'25" West, a distance of 355.90 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 58°44'38" West, a distance of 176.20 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 85° 24'47" West, a distance of 5.61 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 54°44'25" West, a distance of 41.85 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" on the line common to Section 7, Township 6 North, Range 1 West, Boise Meridian and Section 12, Township 6 North, Range 2 West, Boise Meridian;

Thence leaving said common occupied line between Boise Cascade and the Idaho Northern and Pacific Railroad, along said Section line, North 00°32'34" East, a distance of 6.99 feet to POINT OF BEGINNING.

The above described parcel contains 45.587 acres, more or less.

BASIS OF BEARING for this description is South 00° 32'34" West between the E1/4 corner and the southeast corner of Section 12, Township 6 North, Range 2 West of the Boise Meridian. Idaho State Plane Coordinate System, West Zone.

Parcel II — Tract A Legal Description

A parcel of land being Parcel 2, Record of Survey Instrument No. 315463, Gem County Records, located in a portion of Government Lot 8 and a portion of the NE1/4 SE1/4, lying South of the Idaho Northern and Pacific Railroad right-of-way within Section 12, Township 6 North, Range 2 West of the Boise Meridian, Gem County, Idaho, more particularly described as follows:

COMMENCING at a found 1/2 inch rebar with plastic cap stamped "FISHER PLS 4108" at the E1/4 Corner of said Section 12, as shown on Corner Record Instrument No. 280018, from which a found brass cap, marking the Southeast Corner of said Section 12 as shown on Corner Record Instrument No. 309880, bears South 00°32'34" West a distance of 2641.33 feet;

Thence South 86° 59'11" West, 495.22 feet to the intersection of the Southerly right-of-way of Idaho Northern and Pacific Railroad (IDN&PRR) and the Northerly right-of-way of Cascade Road, marked by a found 5/8" rebar with plastic cap stamped "ELSI PLS 7612", and the POINT OF BEGINNING;

Thence South 75°03'39" West, along said Northerly right-of-way, 528.92 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

Thence North 00°39'54" East, 170.30 feet to the Southerly right-of-way of IDN&PRR, to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" on said Southerly right-of-way;

Thence along said Southerly right-of-way the following three (3) courses:

South 89°32'56" East, 18.37 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 00° 27'04" East, 6.72 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 85° 16'47" East, 492.31 feet to the POINT OF BEGINNING. The above described parcel contains 1.040 acres, more or less.

BASIS OF BEARING for this description is South 00°32'34" West between the E1/4 corner and the southeast corner of Section 12, Township 6 North, Range 2 West of the Boise Meridian. Idaho State Plane Coordinate System, West Zone.

Parcel II - Tract B Legal Description

A parcel of land being a portion of Parcel C of Property Boundary Adjustment: PBA 16-019 and PBA 17-001, Instrument No. 310161, Gem County Records, located in a portion of Government Lots 7 and 8, and a portion of the NW1/4 SE1/4, lying North of the Idaho Northern and Pacific Railroad right-of-way within Section 12, Township 6 North, Range 2 West of the Boise Meridian, Gem County, Idaho, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" at the Center Quarter corner of said Section 12 as shown on Corner Record Instrument No. 220495, from which a found 1/2 inch rebar with plastic cap stamped "PLS 6552" marking the South Quarter Corner of said Section 12 as shown on Corner Record Instrument No. 243284, bears South 01° 12'37" West a distance of 2641.90 feet;

Thence South 01° 12'37" West, along the Center of Section line of said Section 12, a distance of 187.19;

Thence South 80°01'11" East, a distance of 228.45 feet to the Northerly right-of-way of Idaho Northern and Pacific Railroad, marked by a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

Thence North 75°06'37" East, along said Northerly right-of-way, a distance of 422.53 feet to the southwesterly corner of said Parcel C, marked by a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" and the POINT OF BEGINNING;

Thence along the westerly and northerly lines of said Parcel C the following four (4) courses; Thence North 00°01'29" East, a distance of 631.10 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

Thence North 87° 31'04" East, a distance of 718.03 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

Thence North 29° 29'33" East, a distance of 287.50 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

Thence South 75° 23'47" East, a distance of 184.00 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence leaving said westerly and northerly lines, South 38° 50'10" East, a distance of 732.01 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence South 50°48'55" West, a distance of 99.37 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence South 25°18'41" East, a distance of 120.96 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561" on said Northerly right-of-way;

Thence along said Northerly right-of-way the following eight (8) courses;

North 85° 16'47" West, a distance of 570.27 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

160.72 feet along a non-tangent curve to the left having a radius of 2,089.63 feet, a central angle of 04° 24'24", subtended by a chord bearing South 85°46'01" West a distance of 160.68 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 85° 16'36" West, a distance of 104.78 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

144.80 feet along a non-tangent curve to the left having a radius of 1,853.95 feet and, central angle of 04° 28'30", subtended by a chord bearing South 79° 26'02" West a distance of 144.76 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 75° 28'36" West, a distance of 122.14 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 89° 32'56" West, a distance of 114.02 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 00° 27'04" West, a distance of 41.19 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

**South 75° 06'37" west, a distance of 272.21 feet to the POINT OF BEGINNING.
The above described parcel contains 18.440 acres, more or less.**

BASIS OF BEARING for this description is South 00°32'34" West between the E1/4 corner and the southeast corner of Section 12, Township 6 North, Range 2 West of the Boise Meridian. Idaho State Plane Coordinate System, West Zone.

**EXHIBIT B
CONDITIONS OF APPROVAL**

General Terms

1. Nothing in this Agreement shall be construed as relieving the Owner or its successors from further compliance with all other permit and code requirements for subsequent applications for the same property. Specifically, the processes and information contained in Title 9 of Emmett City Code shall apply to all future development of the property.
2. Entering into this Agreement shall not prevent the City of Emmett from applying new standards, regulations or conditions that do not conflict with the written commitments within this Agreement in any subsequent actions or applications made for the same property.
3. The applicant, Park Hampton, LLC, John Wood, is _____ for annexation and rezone to **MD-Mixed Development to allow for multi-family, commercial, and light industrial uses.** The boundaries of said zone shall be as per the annexation ordinance legal description.

Land Uses

1. The future land uses permitted outright on the property must be consistent with the permitted uses listed below. Uses requiring a special use permit are not allowed. All other land uses are prohibited, unless otherwise allowed through an amendment to this agreement. An amendment to the permitted land uses requires a public hearing before the Emmett City Council.
2. The maximum structure height for the development is sixty feet (60’).

LAND USE TYPE	PERMIT TYPE
Amusement center, outdoor - Events Center/Race Track	Permitted, SUP 19-002
Multi-Family 3-16 units	Permitted
Restaurant	Permitted
Recreational Vehicle Park	Permitted
Manufacturing – Light	Permitted
Office	Permitted
Retail stores and services	Permitted
Dance, music, voice, studio	Permitted
Hotel and motel	Permitted
Office, professional	Permitted
Drive-in-restaurant – fast food	Permitted
Equipment rental and sales - Light	Permitted
Shop for building contractor	Permitted
Service Station/Quick Lube	Permitted
Automotive Sales and Service	Permitted

Amusement Center	Permitted
Salvage Yard	Permitted

EXHIBIT C

SITE SPECIFIC CONDITIONS OF APPROVAL EVENTS CENTER AND RACE TRACK

1. Currently, the events center and race track have been approved with Gem County by SUP 19-002.
2. The conditions of the Development Agreement (DA) are enforceable as outlined in section 9-18-8 ECC. ~~subject to an annual review.~~ Modification of this DA can only be done by means of a public hearing.
3. The permit is non-transferable to another property and is only valid for the three parcels annexed into the city limits. Parcels RP06N01W073430, RP06N01W074400, and RP06N02W122119.
4. The events center may operate 7 days a week between the hours of 8:00 am and 10:00 pm. The events center shall be monitored with a decibel meter by the owner or his/her designee as not to create a nuisance to the neighboring residential properties. The decibels shall not be greater than 98 at the property line. After 10:00 pm, the events center may continue to operate following the City of Emmett Noise Ordinance, ECC 5-3-6. A sound curtain or landscape buffer could be constructed to mitigate the noise.
5. The race track shall be monitored with a decibel meter by the owner or his/her designee as not to create a nuisance to the neighboring residential properties. The decibels shall not be greater than 98 at the property line. All racing shall stop by 10:00pm.
6. The applicant shall provide designated parking areas for events. Ensure all access lanes are a minimum or 20' wide. Access lanes shall be no greater than 150' from all buildings.
7. Comply with any safety plan established by the owner and approved by Emmett Fire Department.
8. Submit plans to Emmett Building Department for review prior to any work including but not limited to remodeling of buildings, additions, new structures, site improvements, etc.
9. The owner shall comply with all ADA (Americans with Disabilities Act) in regards to parking, toilet facilities, building improvements and construction on site.
10. No parking on Cascade Road, West Main Street, or Mill Road.
11. All mobile caterers shall comply with Southwest Distric Health Department and Emmett Fire Department requirements.
12. Provide on-site toilet and sanitation services to accommodate the size of events planned for the venue.
13. Provide stormwater detention facilities approved by Emmett Public Works.
14. All trash must be contained on site. Provide at a minimum, a three sided enclosure of solid construction, ie, solid wall or fence at least 6' in height. Location for pickup must be approved by the local sanitation company.
15. All newly installed exterior lighting shall be downcast lighting as not to create a nuisance to the neighboring properties and comply with the City of Emmett Dark Sky Ordinance.
16. All new signage, whether perminant or temporary, must comply with the City of Emmett sign ordinance. No off premise signs are allowed.

17. Structures have a fire suppression system. Please provide testing yearly and submit reports to Emmett Building/Zoning Department and Emmett Fire Department.

SITE SPECIFIC CONDITIONS OF APPROVAL RV PARK

1. Zoning this property to Mixed Development allows an RV Park outright and no special use permit is required. Currently the RV Park has been approved by Gem County SUP 19-003.
2. According to the map that was submitted with this application for approval, the RV Park is to be located on the west end of this property.
3. A full design of the RV park is to be submitted to Emmett Building Department for review prior to being constructed. This submittal will include but is not limited to engineering on the water and wastewater system, storm drainage, access roads, and landscaping.
4. Owner is requesting the existing RV's to remain as is until phase 1 of the RV park is constructed. Once constructed, the RV's will move into the park. Owner shall have 60 days to submit plans for construction of phase 1 of the RV park after annexation is complete, and 180 days to construct phase 1 after plans are approved. Dry camping can continue for special events until the RV park is constructed.
5. A 6' fence or solid landscape barrier is to be installed on the south border of the RVpark buffering this use from the residential structures on Cascade Road.
6. Long term stays in this park shall be evalutated with the owner and city staff, but in no instance shall a stay be longer than 6 months.
7. All trash enclosures shall be three sided with 6' tall solid wall or fence screening the trash area from view. Location for pickup must be approved by the local sanitation company.
8. All newly installed exterior lighting shall be downcast lighting as not to create a nuisance to the neighboring properties and comply with the City of Emmett Dark Sky Ordinance.
9. All new signage, whether perminant or temporary, must comply with the City of Emmett sign ordinance. No off premise signs are allowed.

Development Requirements

1. All future development on the properties shall submit an application for a Certificate of Zoning Compliance prior to submitting for a building permit.
2. All future development on the properties shall submit a Design Review Application prior to submitting for a building permit. The application will be reviewed by the Design Review Board.

City of Emmett Council Meeting

August 8, 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 Tona Henderson, Councilor Gary Resinkin, Councilor Tom Butler, Councilor Denise Sorenson

Council Present by Phone – Councilor Jody Harris

Council Absent: None

City Attorney: Jake Sweeten

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

Public Present: Amber VanderPol, 13970 Oasis Rd; Greg Wallace, 714 E. Butte Avenue; All Cinnamon, Steven Thayn, 5655 Hillview Rd; Sheryll Thayn, 5655 Hillview Rd; Brianna Palmer, Chris Oceguada.

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

City Council

Announcements and Good of the Order – Alyce Kelley, Library Director made a community presentation to local care centers from the “All Together Now” summer reading program. Blankets that were made by several students were presented to Meadowview Care Center, Cherry Ridge Care Center and Rivers Edge Care Center.

PUBLIC HEARING:

Application for Annexation w/Zoning Classification for property located at 142 Nielsen Lane owned by Steven Thayn. Brian Sullivan, Building/Zoning Administrator presented Application #ANN23-001. Mayor called three times for public comments. No public comments. Steven Thayn presented some background on this project and answered any questions. Mayor Petrie closed the public hearing at 7:19 p.m. Councilor Henderson **MOVED TO APPROVE THE ANNEXATION WITH ZONING CLASSIFICATION OF 142 NIELSEN LANE, PARCEL NUMBER RP06N01W081081 FOR SAWTOOTH LAND SUREVEYING AND DESIGNATE THE ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL, ADOPT THE STAFF REPORT AND DIRECT STAFF TO CREATE AN ORDINANCE TO BRING BACK TO COUNCIL FOR APPROVAL.** Seconded by Councilor Butler. Motion carried by voice vote.

CONSENT AGENDA:

Approval of Minutes – July 25, 2023 Regular Council Meeting

Approval of Accounts Payables

Approval of Permits – Bartenders: Kortnie Overacker

Councilor Resinkin **MOVED TO APPROVE THE CONSENT AGENDA;** Seconded by Councilor Henderson
Motion carried by voice vote.

BUSINESS:

Steve Kunka, Police Chief requests approval of Ordinance #O2023-12
AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 5, CHAPTER 4, SECTION 2: PARENTAL RESPONSIBILITY; BY MAKING AMENDMENTS TO THE EMMETT PARENTAL RESPONSIBILITY ORDINANCE AND PROVIDING AN EFFECTIVE DATE. Council President Nebeker **MOVED TO APPROVE ORDINANCE #O2023-12, TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE.** Seconded by Councilor Butler. Role call vote: Councilor Butler - AYE, Councilor Harris- AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson- AYE, Council President Nebeker – AYE. **6 AYES, 0 NOES. Motion Carried.**

Steve Kunka, Police Chief read Ordinance #O2023-12 by Title. Councilor Sorenson **MOVES TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2023-12, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY.** Seconded by Councilor Henderson. Role call vote: Councilor Butler – AYE, Councilor Harris- AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson- AYE, Council President Nebeker – AYE. **6 AYES, 0 NOES. Motion Carried.**

Steve Kunka, Police Chief requests approval of Ordinance #O2023-13. AN ORDINANCE OF THE CITY OF EMMETT, IDAHO ENACTING A NEW SECTION 3 TO TITLE 5, CHAPTER 4, ENTITLED: BEYOND CONTROL; WHICH MAKES IT A VIOLATION FOR A JUVENILE TO DISOBEY REASONABLE RULES FROM THEIR PARENT OR TO ENGAGE IN UNMANAGEABLE FREQUENT BEHAVIOR, AMONG OTHER THINGS; AND PROVIDING AN EFFECTIVE DATE.

Councilor Sorenson **MOVED TO APPROVE ORDINANCE #O2023-13, TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND**

City of Emmett Council Meeting

August 8, 2023

Regular Meeting

THAT THE ORDINANCE BE READ ONCE BY TITLE. Seconded by Councilor Butler. Role call vote: Councilor Butler -AYE, Councilor Harris- AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson- AYE, Council President Nebeker – AYE. **6 AYES, 0 NOES. Motion Carried.**

Steve Kunka, Police Chief read Ordinance #O2023-13 by Title. Councilor Sorenson **MOVES TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2023-13, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY.** Seconded by Councilor Henderson. Role call vote: Councilor Butler – AYE, Councilor Harris- AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson- AYE, Council President Nebeker – AYE. **6 AYES, 0 NOES. Motion Carried.**

Steve Kunka, Police Chief read Ordinance #O2023-12 by Title. Councilor Sorenson **MOVES TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2023-12, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY.** Seconded by Councilor Henderson. Role call vote: Councilor Butler – AYE, Councilor Harris- AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson- AYE, Council President Nebeker – AYE. **6 AYES, 0 NOES. Motion Carried.**

Steve Kunka, Police Chief requests approval of Ordinance #O2023-14. **AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; ENACTING A NEW SECTION 4 TO TITLE 5, CHAPTER 4, ENTITLED; RUNAWAYS; WHICH MAKES IT A VIOLATION FOR A JUVENILE TO RUN AWAY; AND PROVIDING AN EFFECTIVE DATE.**

Council President Nebeker **MOVED TO APPROVE ORDINANCE #O2023-14, TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE.** Seconded by Councilor Butler. Role call Councilor Butler – AYE, Councilor Harris- AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson- AYE, Council President Nebeker – AYE. **6 AYES, 0 NOES. Motion Carried.**

Steve Kunka, Police Chief read Ordinance #O2023-14 by title. Councilor Sorenson **MOVED TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2023-14, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY.** Seconded by Councilor Henderson. Role call vote: Councilor Butler – AYE, Councilor Harris- AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson- AYE, Council President Nebeker – AYE. **6 AYES, 0 NOES. Motion Carried.**

Clint Seamons requests approval of State/Local Project Development Agreement, Resolution and Payment for Main Street Bridge Construction. Councilor Henderson **MOVED TO APPROVE STATE/LOCAL PROJECT DEVELOPMENT AGREEMENT AND PAYMENT OF \$9,000 FOR PROJECT #24340; MAIN STREET BRIDGE CONSTRUCTION WITH MAYOR TO SIGN.** Seconded by Councilor Resinkin. Role Call Vote: Councilor Butler – AYE, Councilor Harris- AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson- AYE, Council President Nebeker – AYE. **6 AYES, 0 NOES. Motion Carried.**

Clint Seamons requests approval of Keller Associates amendment to Owner-Consultant Agreement Amendment #1 in the amount of \$182,860. Councilor Henderson **MOVED TO APPROVE KELLER ASSOCIATES AMENDMENT TO OWNER-CONSULTANT AGREEMENT AMENDMENT #01 IN THE AMOUNT OF \$182,860.00 FOR 12TH STREET AND SUBSTATION INTERSECTION PROJECT WITH MAYOR TO SIGN.** Seconded by Councilor Sorenson. Role Call Vote: Councilor Butler – AYE, Councilor Harris- AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson- AYE, Council President Nebeker – AYE. **6 AYES, 0 NOES. Motion Carried.**

Lyleen Jerome, City Clerk requests approval of 2023-2024 Tentative Budget. Councilor Henderson **MOVED TO APPROVE TENTATIVE BUDGET FOR FISCAL YEAR 2023-24 AND DIRECT IT BE PUBLISHED FOR A PUBLIC HEARING TO HELD BY SPECIAL MEETING ON TUESDAY, AUGUST 29, 2023.** Seconded by Councilor Butler. **Motion carried by voice vote. 5-AYES, 1-NOES** by Councilor Resinkin

Brian Sullivan, Building Official/City Planner requests approval of the vacation of sewer easement in Skyhawk Subdivision. Councilor Butler **MOVED TO APPROVE SENDING THE APPLICATION TO VACATE THE EASEMENT OF THE 18' SEWER TRUNK LINE FROM INDIAN MEADOWS SUBDIVISION TO W. 4TH STREET ALONG S. BLACKFOOT AVENUE TO THE PLANNING AND ZONING DEPARTMENT FOR A PUBLIC HEARING, AND THE COMMISSION TO MAKE A FORMAL RECOMMENDATION TO THE CITY COUNCIL.** Seconded by Councilor Sorenson. **Motion Carried by voice vote.**

DEPARTMENT 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

City of Emmett Council Meeting

August 8, 2023

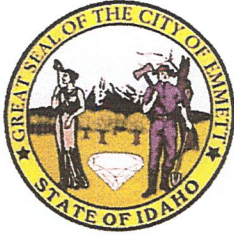
Regular Meeting

Adjourn – Councilor Henderson **MOVED TO ADJOURN**, Seconded by Councilor Butler. Motion Carried by voice vote.

Meeting Adjourned 8:08 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name KATHERINE COBURN

Date Application Received 08/11/23 By RLR

- 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 Whelan
- _____ Emmett Police Name/Records Check
- _____ Gem County Sheriff's Name/Records Check
- _____ Application Approved
- _____ Application Denied
- _____ Chief of Police (signature) 8.15.23 Date

- Fingerprint Results Attached (New only) 8/14/23

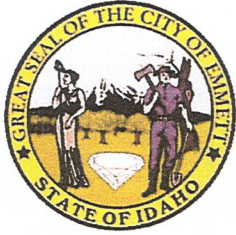
City Council

- 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 HAYLIE DANA

Date Application Received 07/28/23 By SJ

- 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)

8-9-23
Date

Fingerprint Results Attached (New only) 5/9/23

City Council

Added to Council Agenda for approval

City Council Approved Yes No

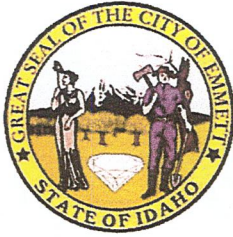
Council Date

Official Permit

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Tracking # _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name ANNA HILL

Date Application Received 08/11/23 By RLR

- 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. Lanford*
Emmett Police Name/Records Check
- _____
Gem County Sheriff's Name/Records Check
- _____ Application Approved
- _____ Application Denied
- _____ 8.15.23
Chief of Police (signature) Date

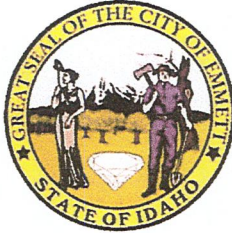
Fingerprint Results Attached (New only) 8/14/23

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 RICKI JANE SMITH

Date Application Received 07/24/23 By LR

- 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) 8/9/23 Date

- Fingerprint Results Attached (New only) 8/9/23

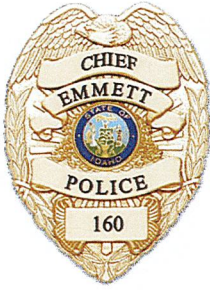
City Council

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

Official Permit

- Created _____
- Mailed _____

Tracking # _____



EMMETT POLICE DEPARTMENT

501 E. Main Street – Emmett, ID 83617

Fax 365-6062 Phone 365-6055

Steve Kunka, Chief of Police

Mayor Petrie
Emmett City Council

I am approving the request from Emmett High School ASB President Aya Gravier and Secretary Jeni Hammon for the Emmett Police Department to provide traffic control and escorts for the upcoming Homecoming Parade on September 22, 2023 (please see attached letter and traffic control plan). I am also approving that the Emmett Police Department provide traffic control for their yearly paw print painting on 12th Street Saturday the 16th between 8 a.m. and 2 p.m. Our School Resource Officer Heather Roehr is our school contact and she will arrange the required needed police units and will work with myself and school volunteers on all traffic control needs. This year ASB has agreed to assist with putting out and picking up traffic cones and signs. This will be done the day before the parade and within an hour after the parade.

Steve Kunka

Chief of Police

4 July 2023

A formal request to the Emmett Police Department and the Chief of Police,

Good afternoon,

The Emmett Student Body would like your assistance on executing the Homecoming Parade this year for the Emmett High School.

The Homecoming Parade will be held on September 22th and will begin at 12 P.M. with the parade ending approximately 2 P.M. All of the parade floats will be lining up in the High School parking lot at 11 A.M., and will be going out along South Boise with the SRO, Heather Roehr, at the beginning of the parade.

We request assistance with road closures between Boise and Johns on Main and between Main and Fourth Street on Johns. Also the parade will not be stopping on the route this year.

If there is any other information you need from us please let us know as soon as possible.

Thank you,

Aya Graviet & Jeni Hammon

Emmett High School ASB President & Secretary

(208) 965 - 7251 & (208) 398 - 9279



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N. Myrtle Ave
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W. 2nd St
W. 3rd St
W. 4th St
W. 5th St
W. 6th St
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W. 8th St
W. 9th St
W. 10th St
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S. Boise Ave

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EMMETT PUBLIC WORKS DEPARTMENT
601 East 3rd Street - Emmett, Idaho 83617
Clint Seamons, Public Works Director

Tuesday, April 4, 2023

Mayor, City Council:

I am requesting a **MOTION to approve Mountain Creek Development Master Utility Plan to extend city water and sewer services at 1.5 times our normal rate. This project will include an agreement from the developer that will need to be approved by the City Council and Public Works Director which the city code allows in code section 7-5-2A,1-2.**

Attached are the documents for your review.

Thank you,

Clint Seamons, Public Works Director



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.

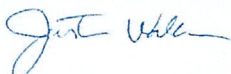
Furthermore, we would expect the following next steps as part of the approval process through acceptance by Gem County and the City of Emmett if they choose to do so.

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.



Justin Walker, P.E.
City Engineer

cc: File

Sec. 7-5-2. Connection to waterworks system.

- A. *Application to connect.* Every person desiring to connect his real property with the water mains or laterals thereof or desiring to change his existing water meter size for an industrial use shall make application therefor in writing to the city on forms to be furnished for said purpose, and no new installations or connections or water meter size changes for an industrial use shall be made without the consent of the city council; and applicants shall, in said applications, agree to abide by the rules and regulations, which application shall in general furnish the following information:
1. If the real property to be connected is situated within the corporate limits of the city:
 - a. The number of the lot, block and addition to the city, and the house number thereof if any;
 - b. The estimated length and size of the pipe extension or lateral pipe required for such installation and connection;
 - c. That the applicant will pay the cost and expense of such pipe, the installation thereof, and the cost of making such connection, and make the deposits provided for in rules 10 and 15 hereinafter contained in section 7-5-3 of this chapter.
 2. If the real property to be connected is situated without the corporate limits of the city:
 - a. The legal description of the real property;
 - b. The distance in lineal feet from the corporate boundary line of the city to the point where such installation and connection is desired. There shall be no application for such installation or connection to real property not adjoining the corporate boundary line of the city unless the water mains have been extended beyond such corporate boundary line, and such real property sought to be connected adjoins the real property for which such extension of the water mains have been extended;
 - c. That the applicant will pay the cost and expense of all lateral pipe, the installation thereof and the cost of such connection, and make the deposits required by rules 10 and 15 hereinafter contained in section 7-5-3 of this chapter.
 - d. Effective May 5, 1999, city water and sewer services shall not be provided to real property outside of the corporate limits of the City of Emmett, Idaho, except for industrial uses, unless the city council determines the following conditions have been met:
 - (1) In order to receive city sewer services or city water services, an applicant must apply for both city sewer services and city water services for the same property.
 - (2) For property that is contiguous to the city limits, the property must be the subject of an application for annexation into the city limits.
 - (3) For property that is not contiguous to the city limits, the owner of the property must enter into an agreement binding on himself and subsequent owners to apply for and complete annexation of the property into the city limits as soon as the property qualifies to be annexed.
 - (4) All costs of extending city water and sewer services shall be paid by the owner of the property receiving the services.

In all cases of extensions of water mains without the corporate limits of the city where the procurement of easements or rights-of-way for the installation of such extensions are required, it shall be the duty of such applicant, at his or its costs, to procure the same.

August 17, 2023

City of Emmett
Attn: Mayor Gordon Petrie

RE: Extension of Sewer and Water Facilities

Dear Mayor Petrie:

As you may know, Northwest Development Companies ("NWDC") and BVA Development, LLC ("BVA") are working on a retail/medical office development at the southwest corner of Highway 16 and Substation Road, just outside the City of Emmett city limits (the "Property"). NWDC and BVA currently hold the rights to purchase the Property.

We have been in discussions with the City of Emmett ("City") regarding the extension of certain city services to the Property for some months now. At this time, we would formally like to request the City approve a sewer and water extension along Substation Road to the Property as set forth in Emmett City Code Section 7-5-2 A.2.d (Water and sewer services to real property outside the corporate limits of the City).

Section 7-5-2 A.2.d(1) requires applicants for water service outside the city limits to apply for both water and sewer service. NWDC and BVA are applying for both city water and sewer service.

Section 7-5-2 A.2.d(2) requires that property contiguous to the city limits be the subject of an application for annexation. The Property is not immediately adjacent to the city limits and therefore is not the subject of an application for annexation into the city limits.

Section 7-5-2 A.2.d(3) requires that applicants of property not subject to an application for annexation agree to apply for annexation when the property qualifies for annexation. By execution hereof, NWDC and BVA, their successors and assigns agree that when the Property becomes eligible for annexation into the City, NWDC and BVA would apply for annexation at that time.

Section 7-5-2 A.2.d(4) requires the owners of the property to be served to pay the costs of extending the sewer and water services. NWDC and BVA are willing to pay for the costs of extending the sewer and water facilities.

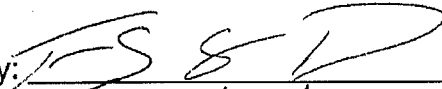
In addition, the undersigned acknowledge that until the Property is annexed into the city limits, each subscriber to such services within the Property will be required to pay 150% of the monthly user fees charged to properties within the City limits.

NWDC and BVA further acknowledge that in addition to a sewer connection fee each user shall pay a proportionate share of the 12ths Street Sewer Lift Station upgrade cost. The cost for each "Equivalent Dwelling Unit" is \$840.

If you have any questions or need any additional information, please feel free to contact Travis Stroud at 208-412-1329.

Northwest Development Companies, LLC

BVA Development, LLC.

By: 
Name: Travis Stroud
Title: Manager

By: _____
Name: _____
Title: _____

ORDINANCE O2023-15

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

WHEREAS, the City of Emmett, Idaho ("City"), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222 of the Idaho Code; and

WHEREAS, the property hereinafter described is contiguous to the corporate limits of the City of Emmett, Idaho, and the owner or owners have requested annexation in writing or the property is a highway lying wholly or partially within the property to be annexed; and

WHEREAS, the Zoning Commission of the City, pursuant to public notice as required by law and as required by Section 67-6525 of the Idaho Code and the City ordinances held a public hearing on July 10, 2023, at 6:00 o'clock p.m., to consider annexation and zoning classifications for approximately 1.554 acres of property located at 142 Nielsen Lane, all of which is more particularly described in Exhibit A (legal description) and Exhibit B (map) that are attached hereto, and recommended to the Mayor and Council as follows: that the portion of the property to be annexed that is described in Exhibit A that is attached hereto be annexed under the R-1, Single-Family Residential zoning land use classification;

WHEREAS, the Emmett City Council, pursuant to public notice as required by law, held a public hearing on August 8, 2023, at 7:00 o'clock p.m., on the annexation and the proposed zoning for the real property described in Exhibit A and Exhibit B, as required by Section 67-6525 of the Idaho Code and the City ordinances;

WHEREAS, the Emmett City Council finds that the requirements of all State laws and City ordinances have been satisfied and the annexation of the property is consistent with the development in this area and would promote the orderly development of the city and that zoning classification proposed by the Emmett Planning and Zoning Commission is consistent with the Comprehensive Plan;

WHEREAS, the Emmett City Council finds that the owner or owners of the property to be annexed have requested the annexation such that the annexation is a Category A annexation as described in Section 50-222 of the Idaho Code; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EMMETT, IDAHO, as follows:

Section 1: The Emmett City Council hereby finds and declares that the real property described in Section 2 herein is contiguous to the City, that said property can be reasonably assumed to be used for the orderly development of the City, and that the owner or owners of such land raise no objections to annexation and have requested annexation in writing, or the property is a highway lying wholly or partially within the property to be annexed.

Section 2: The real property, all situate in Gem County, Idaho, adjacent and contiguous to the City particularly described hereinafter is hereby annexed to and incorporated in the territorial limits of the City of Emmett, Idaho. The property is more particularly described as follows:

See Exhibit A which is attached hereto and incorporated herein by reference as if set out in full. A map of the property is attached hereto as Exhibit B and is incorporated herein by reference as if set out in full.

Section 3: From and after the effective date of this ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Emmett.

Section 4: The zoning land use classification of the lands described in Exhibit A is hereby classified as R-1, Single-Family Residential as provided by the Zoning Ordinance of the City. The Comprehensive Plan and Zoning Map of the City are hereby amended to include the real property described in Exhibit A in the R-1 Single-Family Residential zoning classification.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of the passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Gem County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223 of the Idaho Code, and to comply with Section 63-215 of the Idaho Code with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance and to comply with all other applicable laws.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval and publication as required by law.

PASSED by the City Council this _____ day of _____, 2023.

APPROVED by the Mayor on the ____ day of _____, 2023.

MAYOR

ATTEST:

City Clerk

Exhibit A (legal description)

Basis of Bearing: N.89°33'33"W., along the south line of the NW1/4 of the NE1/4 of section 8, between a 5/8" rebar with cap PLS 4108 marking the SE corner of said NW1/4 of the NE1/4 (NE1/16 corner) and a calculated point marking the SW corner of said NW1/4 of the NE1/4 (CN1/16 corner) said point is witnessed N. 00°38'57" E., 63.00 feet with a found brass monument, all located in Township 6, Range 1 West.

A parcel of land located in the SE1/4 of the NW1/4 of the NE1/4 of Section 8. Township 6 North, Range 1 West, Boise Meridian, City of Emmett, Gem County, Idaho, mor particularly described as follows:

COMMENCING at a 5/8" rebar with cap PLS 4108 marking said NE1/16 corner;

Thence N. 00°22'13" E., coincident with the east line of said NW1/4 of the NE1/4 of said section 8, a distance of 38.00 feet to the south prescriptive right of way for Main Street;

Thence continuing N.00°22'13" E., coincident with said east line, 439.69 feet;

Thence leaving said east line, N.89°39'50" W., 153.96 feet to a 1/2" rebar with cap "PLS 11574";

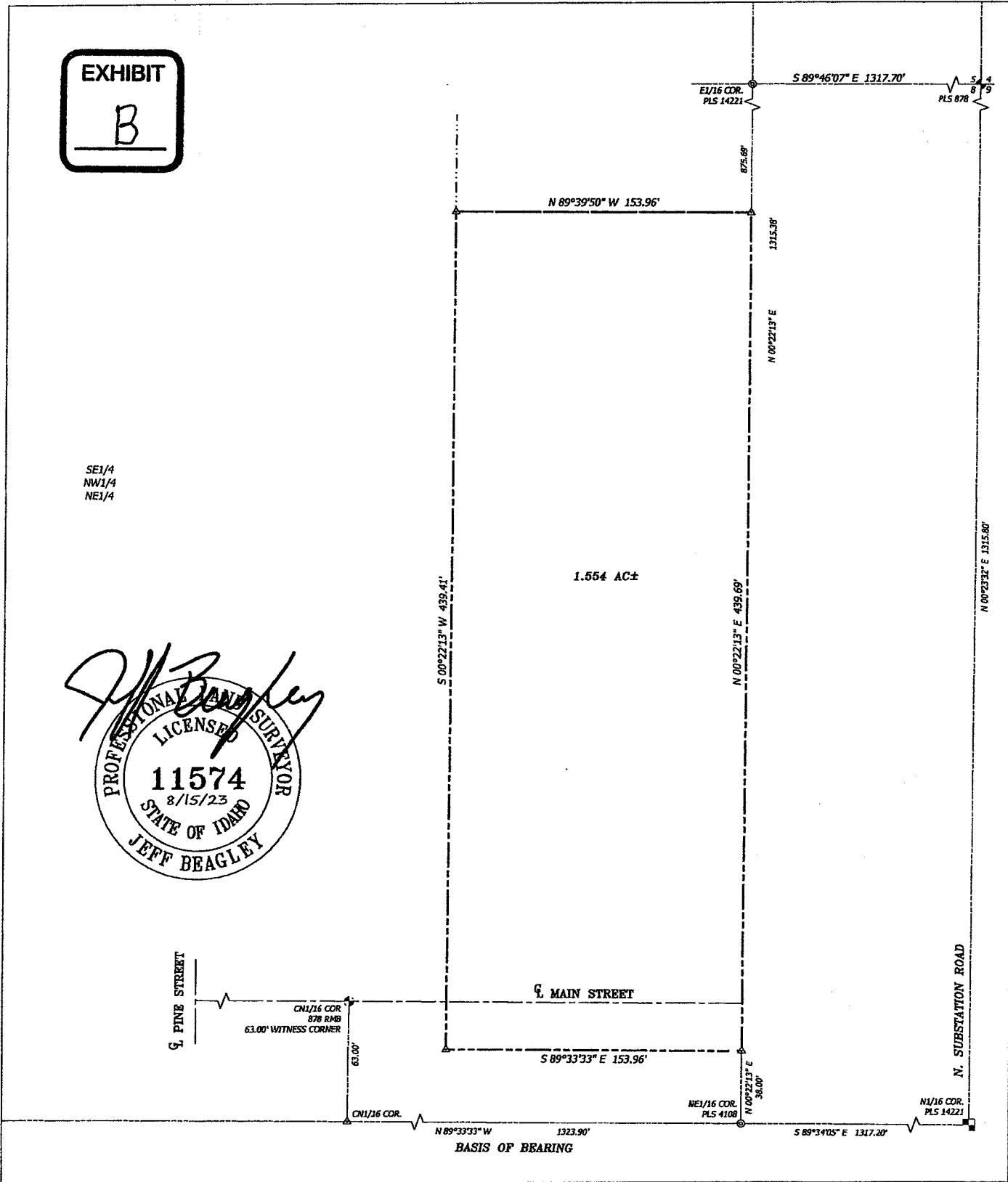
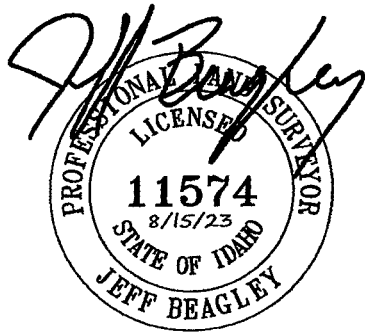
Thence S. 00°22'13" W., parallel with said east line of the NW1/4 of the NE1/4, a distance of 439.41 feet to said south prescriptive right of way;

Thence S. 89°33'33" E., coincident with said south prescriptive right of way., 153.96 feet to the **POINT OF BEGINNING**.

Said parcel contains 1.554 acres more or less.

EXHIBIT
B

SE1/4
NW1/4
NE1/4



PROJECT: STEVEN THAYN 142 NEILSEN LANE ANNEXATION EXHIBIT SE1/4 NW1/4 NE1/4 SECTION 8, T. 6 N., R. 1 W., B.M., GEM COUNTY, IDAHO	OWNER/DEVELOPER: STEVEN THAYN	 2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM	DWG # 122314-EX
	DATE: 8/2023		PROJECT# 122314

ORDINANCE NO. O2023-16

AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING CITY CODE TITLE 2, CHAPTER 1: "PLANNING AND ZONING COMMISSION" BY CHANGING SECTION 2-1-1 "DEFINITIONS" TO THE "PLANNING DUTIES" OF THE COUNCIL; AMENDING SECTION 2-1-2 "COMMISSION CREATED; APPOINTMENT; TERMS; REMOVAL FROM OFFICE" ELIMINATED THE "PLANNING" PORTION AND CHANGING THE NUMBER OF ZONING COMMISSIONERS TO A MINIMUM OF THREE (3); REPEALING CITY CODE TITLE 2, CHAPTER 1, SECTION 3 "ORGANIZATION", SECTION 4 "COMPREHENSIVE PLAN", SECTION 8 "APPEALS", AND SECTION 9 "VIOLATIONS; PENALTIES"; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF EMMETT, IDAHO, AS FOLLOWS:

Section I. That Title 2, Chapter 1: Planning and Zoning Commission, is amended by interlineations and additions to read as follows:

"Chapter 1 – PLANNING DUTIES AND ZONING COMMISSION

Sec. 2-1-1. - ~~Definitions.~~ Planning duties.

~~For the purposes of this chapter, the following definitions are included:~~

~~Zone change means the alteration of zone boundaries in accordance with the comprehensive plan. Consistent with Title 9 of this Code, the city council shall be responsible to: conduct the comprehensive planning process and exercise all the powers required and authorized in accordance with Idaho Code §§ 67-6508 and 67-6509.~~

Sec. 2-1-2. – Zoning Commission created; appointment; terms; removal from office.

There is hereby created a ~~planning and~~ zoning commission for the city consisting of ~~seven persons~~ a minimum of three (3) members, five of whom must be residents of the city and two of whom may be residents of the city or the area of impact. All members shall have resided in the county two (2) years prior to appointment. One (1) member may reside outside the corporate limits, but within the city impact area. All other members shall have resided in the city for one (1) year prior to appointment and must remain a resident of the city during service on the Commission. The commission members shall be appointed by the mayor and confirmed by the city council. Terms of office shall be for six years; provided, that the initial appointments shall be as follows: two members for three years, two members for four years, and three members for six years. There shall be no restriction on the number of terms a commission member may serve. Commission members may be removed from office by

majority vote of the city council for any reason. In the same manner, the mayor shall appoint a member or members when a vacancy occurs thereon; such appointment shall be subject to confirmation by the city council. Members of the Commission shall be selected without respect to political affiliations. The Commission's organization, rules, records, expenditures, and staff shall be as set forth in Title 9 of this Code.

Sec. 2-1-3. - Organization Reserved.

A. Officers; personnel to assist.

~~1. The members of the commission shall select their own chairman annually, and shall have power to appoint a secretary if the need therefor appears, and if such secretary be appointed, his or her compensation shall be fixed by the city council.~~

~~2. The services of any city employee shall be available to the commission.~~

~~3. The commission may appoint nonvoting, ex officio advisors as may be deemed necessary.~~

~~B. Rules and regulations. The commission shall adopt such rules and regulations as it may deem necessary to put into effect the provisions of this chapter.~~

~~C. Meetings; minutes. Meetings shall be held regularly at least once a month on a day selected by the commission and such meetings will be public meetings as required by the open meeting laws. The commission shall keep minutes of its proceedings, showing the vote of each member upon all questions, and may recommend variances, abandonment or special use permits if, in its determination, an undue hardship has been created and an abandonment, special use permit or variance is not in conflict with public interest.~~

~~D. Quorum. A majority of voting members of the commission shall constitute a quorum.~~

~~The concurring vote of four members of the commission shall be necessary to effect any variation provided by this chapter.~~

Sec. 2-1-4. - Comprehensive plan Reserved.

~~A. Recommendations; purposes. The city planning and zoning commission is hereby empowered and directed to make a study of and recommend to the city council, for its consideration, a comprehensive plan for the city and for the area of impact. This plan shall be reviewed by the commission not less than every two years, with recommendations for updating if needed. The plan shall recommend the boundaries for the various zoning areas in the city and the area of impact. The commission shall recommend appropriate regulations, restrictions and remedies to be made and enforced therein; providing for changes, amendments and modifications thereof; and providing for hearings and public hearings thereon; such plans and designs to be for the purpose of promoting health, safety, morals, general welfare of the community,~~

~~regulation and restriction of height, number of stories and size of buildings and other structures, percentage of lots that may be occupied, size of yards, courts or open spaces, density of population, location and use of buildings, structures and land for trade, industry, residences or other purposes with a view to less congestion in streets, to secure from fire, panic and other damages, to provide adequate light and air, to facilitate adequate provision for transportation, water, sewage, schools, parks and other public requirements, and to submit recommendations and specifications for a subdivision ordinance; all regulations to be made with reasonable consideration as to the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the municipality while protecting the health, safety and general welfare of the community.~~

~~B. *Hearings and decisions.* On completion of said studies, considerations, designs and matters, the planning and zoning commission shall hold a public meeting in relation thereto at which all parties in interest or affected thereby and citizens shall have an opportunity to be heard. Notice of all hearings under this section shall be given in accordance with the requirements of the Idaho Code. The planning and zoning commission may hold other or further hearings with the public in the discretion of said commission and, after said hearing or hearings, shall make its preliminary report and its final report to the mayor and city council.~~

Sec. 2-1-5. - Reserved.

Sec. 2-1-6. - Vacations and dedications.

A. *Application for vacation or dedication.* Any property owner desiring to vacate an existing subdivision, public right-of-way or easement, or desiring to dedicate a street right-of-way or easement shall complete and file an application with the building official. These provisions shall not apply to the widening of any street which is shown in the comprehensive development plan, or the dedication of streets, rights-of-way or easements to be shown on a recorded subdivision.

Upon receipt of the completed application, the building official shall affix the date of application acceptance thereon. The building official shall place the application on the agenda for consideration at the next regular meeting of the council.

B. *Action on application.*

1. The council shall review the request and all agency response, if any, and shall either reject the request or send it to the ~~planning and~~ zoning commission for action and their recommendation to the council.

2. When considering an application for vacation procedures, the ~~planning and~~ zoning commission shall establish a date for a public hearing and give such public notice as required by law. The commission shall recommend to the city council approval, denial or modification of the application. The city council shall

thereupon act upon the recommendation of the commission. Whenever public rights-of-way or lands are vacated, the council may provide adjacent property owner a quitclaim deed for the vacated rights-of-way on such terms as permitted by law.

Sec. 2-1-7. - Reserved.

Sec. 2-1-8. - Appeals Reserved.

~~Decisions of the building official may be appealed to the city council. Notice of the appeal must be filed no later than 20 days after the decision of the building official. The council may thereupon decide the appeal or refer the matter to the planning and zoning commission for recommendation to the council. The planning and zoning commission shall fix a reasonable time for hearing the appeal and give due notice thereof to the parties and decide the same within a reasonable time. Upon hearing, any party may appear in person or by his agent or attorney.~~

Sec. 2-1-9. - ~~Violation; penalties~~ Reserved.

~~Any violation of any of the terms or conditions of this chapter shall be deemed a misdemeanor, and upon conviction thereof, such misdemeanor shall be punished as provided in [section 1-4-1](#) of this Code. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues and the council may order immediate termination or removal of the building, structure or activity which is in violation of the Emmett City Zoning and Planning Title.”~~

Section II. Effective Date. This Ordinance, or summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the city, and shall take effect immediately upon its passage, approval, and publication.

Approved by the Council on _____, 2023.

City of Emmett, Idaho

ATTEST:

Gordon W. Petrie, Mayor

Lyleen Jerome, City Clerk

Memo

To: Mayor and City Council

From: Brian Sullivan

CC:

Date: 8/16/23

Re: Request for Extension of Gem Valley Townhomes PUD – August 22, 2023 City Council Mtg

Please find attached a request from Breckon Land Design, Inc. (Mary Wall) for a time extension to the approved Preliminary Plat (PUD) for Gem Valley Townhome Development. I recommend this item be placed on the August 22, 2023 City Council meeting for review by the City Council. It does not require a public hearing but should receive a formal motion to either approve or deny.

The applicant, Breckon Land Design, received the Special Use Permit, PUD, and Preliminary Plat approval on October 28, 2021. This is a PUD subdivision, which allows construction to begin within 2 years of written approval, and up to 5 years to record the final plat. The subdivision ordinance gives 18 months to record a final plat or ask for a time extension. Because this is a PUD subdivision, staff's interpretation of the code is we will follow the PUD ordinance. Construction drawings have been approved by our city engineer.

Breckon Land Design is asking for a time extension to start construction. Staff is in support of this time extension for 1 year. The ordinance does not specify conditions under which an approval is granted or not. So, it is my interpretation that the City Council may grant the time extension based on any reasonable reason for the delay. I recommend a 1-year extension, with an option to come back for an additional extension showing good cause.

Sec. 9-9-13.-Expiration and extension of approval period.

The approval of a development plan for a PUD shall be for a period not to exceed five years to allow for preparation and recording of the required subdivision plat and the development of the project. If no construction has begun within two years after approval is granted, the approved development plan shall be void. An extension of the time limit or modification of the approved development plan may be approved if the city finds that such extension or modification is not in conflict with the public interest.

Possible motion:

I recommend approval of a one-year time extension to start construction of Gem Valley Townhomes PUD, with an option to file another extension upon showing good cause. Construction must start one year from the date of the request, which will be August, 22, 2024.



Breckon Land Design Inc.
6661 North Glenwood Street
Garden City, Idaho 83714
p: 208-376-5153
f: 208-376-6528
www.breckonlanddesign.com

Landscape Architecture • Waterscape Design • Graphic Communication • Civil Engineering • Irrigation Design • Land Planning

August 14, 2023

Mr. Brian Sullivan, Building Official/Zoning Administrator
City of Emmett
601 E. #rd Street
Emmett, Idaho 83617
P: 208-365-9569

RE: Extension of Time for Preliminary Plat for Gem Valley Townhome Development – PUD 21-001
Parcels: RP06N01W180076 and RP06N01W180035
1415 and 1475 S. Johns Avenue, Emmett, Idaho
A Planned Unit Development Preliminary Subdivision with a Special Use Permit (SUP)

Dear Mr. Sullivan:

Please accept this request for an extension of time for the Gem Valley Townhomes preliminary plat on behalf of our client, Conner Construction, LLC. This request was delayed due to a misunderstanding of the applicable expiration date outlined in the Emmett City Code. We would greatly appreciate the City of Emmett processing this extension of time request despite it being submitted after the expiration date.

We are requesting the extension of time for the preliminary plat primarily due to the impacts the market has had on real estate development in addition to the lingering effects that COVID has had on the labor force and supply chain. The construction plans have been approved by the City of Emmett but changes in ownership and changes in the market conditions have caused delays in the construction. There have also been delays in getting plans completed by Idaho Power. We anticipate that Idaho Power will complete their design work within the next few weeks and the project construction will begin.

Approval of this extension of time will allow the owner to continue with the approved Planned Unit Development outlined below.

Preliminary Plat – Planned Unit Development (PUD)

The applicant will subdivide the 3.05-acre property into 46 single-family townhome lots, and 1 common lots. The lots will range in size from 1,800 square feet to 3,900 square feet. This PUD is in the public interest because it provides a less expensive avenue to homeownership than single-family detached homes. It will expand the available living options in the Emmett community.

The common lot provides open space, landscape buffers, stormwater drainage facilities in addition to the following amenities: 1) Community picnic area- BBQ & Gazebo, 2) tot lot, 3) pathway, 4) a community garden area and 5) a community room. A landscape buffer will be placed along S. Johns Avenue to provide visual separation and noise protection for the future townhome residents.

The project is being developed in a single phase and will be provided with utilities as follows:

- **Sewer** service will be provided by the City of Emmett Sewer District through an extension of the existing system from a manhole located on the south side of the property. Preliminary design review indicates that the entire property can be served through gravity feed lines. All sewer lines within property boundaries will be private.
- **Water** service will be provided by Emmett City Water. The proposed connection point will be a 12" water main located in S. Johns Avenue. The proposed waterline will loop through the property connecting to the S. Johns Avenue water main at the two proposed entrances to the development. Water will be for both domestic use and for fire protection. All water lines and appurtenances within the property boundaries will be private.
- **Streets** throughout the development will be private and for the benefit of the development's residences. A reduced roadway section has been designed for this PUD development.
- **A pressurized irrigation system** will serve all lots and open space throughout the project. The pressure irrigation system has been designed to the Last Chance Ditch Company standards. Operation, maintenance, and transfer of water rights will be in accordance with Emmett City Code.

The approved **Special Use Permit (SUP)** and the **Preliminary Subdivision/Planned Unit Development (PUD)** for this property will support the orderly development of the City of Emmett and its entryway corridor in manner consistent with the Comprehensive Plan. **We believe this project will still be an asset to both Gem County and the City of Emmett.** If you have any further questions or comments, please contact me at 208-376-5153 or via email at mwall@breckonld.com.

Sincerely,
Breckon Land Design, Inc.



Mary B Wall, PE
Senior Civil Engineer

City's Strategic Pillars
8/22/2023

- 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. 0%
- Update outdated city ordinances, implement new ordinance-----70% zoning and building only.
- Obtain accessibility inspector certification----40%
- Comprehensive Plan overhaul and revision----- 99.9%
- Digitalize and organize all building and zoning files and plans----16%

Permits = July 2023: New house = 3, Foundation Only = , Commercial =1, Duplex = 1, Tri-plex =, Apartment =Hangars
=Manufactured Home =

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. Received plans for Stinker Station reconstruct
 10. Address Skyhawk Subdivision
 11. Review updates to Skyhawk Sub. construction
 12. Review landscape plan for Skyhawk
 13. Draft staff report for upcoming hearings
14. Zoning Applications:
- Final Plat for Skyhawk
 - Vacate Sewer easement, Skyhawk Sub. Public hearing with zoning commission 9-11-23
 - 136 E. Main, SUP, single-family in C district, second floor, Oct 2, 2023 zoning commission
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

8/22/23

- 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

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

- **July Transactions**
 - Billings sent – **3912**
 - E-mail Bills - **748**
 - ACH (Direct Pay) customers - **672**
 - Over the counter Water/Sewer payments (checks/cash) – **2407**
 - Phone Payments - 17
 - On-Line Credit Card Payments – **725**
 - Over the counter credit card payments – **91**
 - Disconnection late letters mailed - **367**
 - Water disconnections due to non-payment - **54**
 - New Water/Sewer Accounts opened – **30**
 - Cemetery Lots Sold/Deeds Issued – **3**
 - Open/Close Cemetery Lots - **7**
 - Bartender/ Alcohol/Catering Permits -**10**
 - Dog License – **4**
 - Business Registration Certificate – **3**
 - Vendor Permits/Other License – **2**
 - Accounts Payable Claims processed – **135**
 - Onboard new employees – **3**
 - Terminations -**0**
 - Payroll processed- **155**
 - Record Requests - **2**
- 2023-24 Tentative Budget Approved

Plan for next 30 days

- Special Meeting for Proposed Budget Public Hearing 8-29-23
- Adopt Budget Amendments for F/Y 22-23
- Schedule iii-A Wellness Clinic 9/27/23
- Deputy Clerk attending ICCTFOA September 19-22

City's Strategic Pillars 8/22/2023 @ 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=\$18711.85+ Grants=\$11,517.00, In-Kind Donations=\$940.00**

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

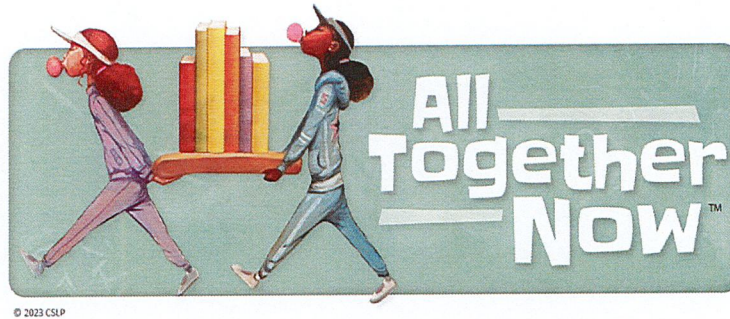
No less than Top Ten Accomplishments since last report

- Grant of \$52,000 submitted to Idaho Commission for library front entrance updates, we have received this and will be working with Public Works for direction on bid requirements.
- Rotary Grant submitted for new Teen Bench-received \$1,600, received and install completed
- HOPE Week participation, supporting mental health with ID Resilience Project, grant submitted to purchase resources for Gem Co. schools and public libraries-Received \$5,000, completing
- First Wednesday Kids Creative Corner is changing to Family First Fridays-to be in line with the changes of early release at the beginning of the school year.
- LYNX Directors meeting 7-20 & 21-2023
- New AC unit needed on West end of wing, working with public works, it has been replaced
- Summer Reading Final Report completed to Idaho Commission

Next 30 Days

First Family Free Friday Summer Fun September 1st 12am-5pm
Back to regular library open hours September 1st (11-6 M-F & 11-3 Sat)
National Library Card Month activities being planned (September)
Courier service to begin October 1st with LYNX Library system & Vega application for catalog

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



2023 Summer Reading Summary

**The Emmett Public Library paid-out \$1500
in reading rewards to summer readers!!!**

295 children (ages 0-18) signed up for the 7-week program

277 children participated (93%), by reading, Weekly Take & Make projects, or by the weekly attending 4-H enrichment activities.

Total minutes read this year were an outstanding 242,729!!!!!!

89 Adults registered for the program and they read a total of 738 books!!

Overall, \$680 cash paid out to, 95 books given out, 38 reading prizes and 5-treasure baskets awarded!

Reading Reward really does pay-off at the Emmett Public Library!!!!

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.

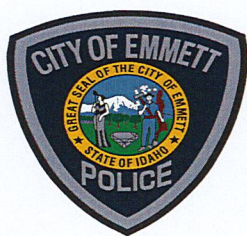
Expenditures requiring authorization from higher and purpose of expenditure

Training Last 30 days

- **Officer Harris and Officer Welsh graduated on Friday August 4th.**
- **James Hangstefer is in phase 3 of FTO.**
- **Officer Neely is in the process of challenging POST.**
- **Heard back from AXON in reference to installing new recording system in interview room. They will be organizing the kick off soon with us and the IT department. Will be contacting AXON this week.**
- **Will complete Mass Gathering Ordinance and continue with updating Researching updating solicitor/vendor applications and licenses.**
- **Promote 2 into patrol supervisor positions. Update job descriptions.**
- **Swear in new Chaplin and give badges to both.**
- **Will be meeting with PA Office on how they will be handling diversion program for juveniles charges as runaways or out of control juveniles.**
- **Start advertising for part time ordinance position.**
- **EPD, GCSO and EFD have been invited to an executive session board meeting to discuss and review the school district safety plan. This is an annual meeting and will be held in August.**
- **Sending 2 employees to an FBI Training in Virginia. Is a free training. Training is on cell phone investigations.**

Plan for next 30 days

- Make officers aware of lockdown procedure.
- Researching changing how we receive traffic grant money from ITD.
- 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



EMMETT POLICE DEPARTMENT

July Patrol Statistics

	TOTAL
Felony Arrests - Male	3
Felony Arrests - Female	2
Misd. Arrests - Male	38
Misd. Arrests - Female	12
Traffic Stops	175
Infraction Cite	33
Dispatched Calls	326
Officer Initiated	159
Reports	79
Dogs Taken to Pound	1
Ordinance Calls	21

Community Involvement

A college student came and interviewed Chief Kunka. The interview was a requirement for one of his college courses.

Officers and staff from Emmett and other agencies participated in patrolling the annual Cruise Night.

Made a visit to two preschool classes at Butte View Complex.

Nature	Reported
Juvenile Prob	23:01:32 07/30/23
Welfare Check	21:35:36 07/30/23
Traffic Stop	19:51:02 07/30/23
Traffic Stop	19:33:23 07/30/23
Welfare Check	18:45:49 07/30/23
Welfare Check	16:59:42 07/30/23
Welfare Check	15:57:39 07/30/23
Welfare Check	15:31:57 07/30/23
Welfare Check	14:56:52 07/30/23
Traffic Stop	14:37:34 07/30/23
Welfare Check	12:02:33 07/30/23
Traffic Stop	10:39:37 07/30/23
Traffic Stop	08:04:56 07/30/23
Disturb Peace	06:53:22 07/30/23
Medical	06:35:54 07/30/23
Suspicious	02:48:17 07/30/23
Suspicious Veh	02:25:42 07/30/23
Welfare Check	00:31:40 07/30/23
Disturb Peace	00:30:42 07/30/23
Suspicious	22:44:49 07/29/23
DUI	22:24:08 07/29/23
Traffic Stop	21:53:02 07/29/23
Medical	21:01:06 07/29/23
Suspicious	20:12:33 07/29/23
Stray Dog	19:03:52 07/29/23
Medical	18:21:10 07/29/23
Traffic Stop	17:56:40 07/29/23
Animal Lost	17:09:49 07/29/23
Traffic Stop	08:30:40 07/29/23
Disturb Peace	01:21:50 07/29/23
Domestic	23:02:38 07/28/23
Traffic Stop	22:42:15 07/28/23
Traffic Stop	22:01:27 07/28/23
Traffic Compl	21:44:36 07/28/23
Welfare Check	20:41:24 07/28/23
Traffic Stop	20:09:26 07/28/23
Animal Cruelty	19:21:32 07/28/23
Traffic Stop	19:08:08 07/28/23
Open Door	12:19:20 07/28/23
Suspicious	11:32:34 07/28/23
Disorderly	11:28:07 07/28/23
Public Assist	10:25:11 07/28/23
Mental Hold	20:54:14 07/27/23
Parking Problem	20:27:18 07/27/23

Traffic Stop	20:04:08 07/27/23
Disturb Peace	17:16:36 07/27/23
Welfare Check	17:15:31 07/27/23
Animal Cmplnt	16:52:08 07/27/23
Theft	16:15:20 07/27/23
Accident PI	12:53:09 07/27/23
Stray Dog	09:56:11 07/27/23
Property Damage	09:41:46 07/27/23
Found Property	07:47:24 07/27/23
Curfew	04:58:10 07/27/23
Disturb Peace	23:42:40 07/26/23
Accident HR	19:24:22 07/26/23
Accident PD	18:03:18 07/26/23
Traffic Stop	15:59:05 07/26/23
Custodial Int	14:23:13 07/26/23
Agency Assist	13:32:21 07/26/23
Traffic Stop	12:47:49 07/26/23
Stray Dog	12:15:29 07/26/23
Welfare Check	10:59:24 07/26/23
Theft	10:17:52 07/26/23
Public Assist	08:05:51 07/26/23
Traffic Stop	05:22:35 07/26/23
911 AHM	01:41:08 07/26/23
Disturb Peace	23:29:44 07/25/23
Traffic Stop	22:29:55 07/25/23
Traffic Compl	21:56:02 07/25/23
Civil Compl	19:49:24 07/25/23
Alarm Res	18:58:49 07/25/23
Medical	18:11:52 07/25/23
Medical	16:56:39 07/25/23
Trespassing	11:41:19 07/25/23
Welfare Check	11:32:42 07/25/23
Ord Viol EPD	11:13:51 07/25/23
Threats	10:39:12 07/25/23
Hazard	09:58:03 07/25/23
Welfare Check	08:27:06 07/25/23
Disturb Peace	07:08:25 07/25/23
Battery	00:07:43 07/25/23
Traffic Stop	23:55:21 07/24/23
Suspicious	23:09:19 07/24/23
Traffic Stop	22:33:43 07/24/23
Traffic Stop	22:18:54 07/24/23
Missing Person	17:15:48 07/24/23
Traffic Compl	17:06:19 07/24/23
Traffic Stop	16:50:27 07/24/23

Line Down	15:22:08 07/24/23
Traffic Stop	13:15:44 07/24/23
Trespassing	10:52:53 07/24/23
Animal Cruelty	10:22:32 07/24/23
Fraud	09:35:58 07/24/23
Traffic Stop	06:05:43 07/24/23
Tobacco Viol	00:04:11 07/24/23
DUI	19:43:24 07/23/23
Traffic Stop	18:55:03 07/23/23
Traffic Stop	18:34:02 07/23/23
911 AHM	18:12:47 07/23/23
Disturb Peace	18:03:29 07/23/23
Public Assist	17:30:06 07/23/23
Traffic Stop	12:50:50 07/23/23
Traffic Stop	09:10:45 07/23/23
Alarm Fire	08:20:46 07/23/23
Juvenile Prob	03:35:56 07/23/23
Traffic Stop	23:42:26 07/22/23
CPO NCO Viol	22:50:57 07/22/23
Theft	22:49:35 07/22/23
Traffic Stop	22:26:40 07/22/23
Traffic Stop	20:29:30 07/22/23
Disturb Peace	19:50:30 07/22/23
Parking Problem	19:20:13 07/22/23
Traffic Stop	18:56:14 07/22/23
Alarm Bus	18:37:10 07/22/23
Traffic Stop	16:13:50 07/22/23
Medical	16:06:37 07/22/23
Medical	13:20:48 07/22/23
Suspicious	13:13:35 07/22/23
Traffic Stop	13:09:04 07/22/23
Traffic Stop	12:41:46 07/22/23
Traffic Stop	12:33:46 07/22/23
Traffic Stop	10:55:06 07/22/23
Medical	07:49:34 07/22/23
Disturb Peace	06:06:39 07/22/23
Medical	05:43:08 07/22/23
Curfew	02:15:19 07/22/23
Traffic Stop	01:39:02 07/22/23
Traffic Stop	01:26:11 07/22/23
Suspicious	00:08:58 07/22/23
Traffic Stop	21:42:18 07/21/23
Traffic Stop	20:05:17 07/21/23
Traffic Stop	20:00:13 07/21/23
Traffic Stop	17:49:55 07/21/23

Traffic Stop	17:25:52 07/21/23
Parking Problem	16:26:24 07/21/23
Stray Dog	14:46:36 07/21/23
Threats	14:28:24 07/21/23
Agency Assist	14:25:45 07/21/23
Welfare Check	13:59:49 07/21/23
Missing Person	12:40:20 07/21/23
Found Property	10:43:17 07/21/23
Traffic Stop	09:30:03 07/21/23
Found Property	08:35:31 07/21/23
Stray Dog	01:00:46 07/21/23
Curfew	00:46:22 07/21/23
Alcohol Viol	23:20:03 07/20/23
Structure Fire	21:18:45 07/20/23
Domestic	21:16:21 07/20/23
Juvenile Prob	19:34:10 07/20/23
Civil Compl	17:55:56 07/20/23
Alarm Res	16:47:25 07/20/23
Medical	15:30:28 07/20/23
Suspicious	14:57:03 07/20/23
Medical	14:30:07 07/20/23
Drugs PCS	13:28:46 07/20/23
Harassment	13:07:07 07/20/23
Ord Viol EPD	12:13:04 07/20/23
Accident PD	11:49:00 07/20/23
Welfare Check	11:27:10 07/20/23
Information	11:19:35 07/20/23
Animal Cmplnt	11:13:27 07/20/23
Suspicious	11:00:31 07/20/23
Sex Offense	10:09:25 07/20/23
Suspicious	10:01:04 07/20/23
Fraud	09:17:54 07/20/23
Ord Viol EPD	08:50:43 07/20/23
Curfew	00:39:41 07/20/23
Disturb Peace	22:53:35 07/19/23
Medical	18:43:15 07/19/23
Suspicious	18:38:37 07/19/23
Accident PI	16:57:58 07/19/23
Ord Viol EPD	15:55:09 07/19/23
Animal Cruelty	15:00:13 07/19/23
Domestic	23:33:48 07/18/23
Harassment	23:32:18 07/18/23
Burglary Bus	22:33:06 07/18/23
Assault	20:12:46 07/18/23
Medical	18:18:57 07/18/23

Public Assist	14:46:54 07/18/23
Information	14:19:42 07/18/23
Public Assist	13:35:38 07/18/23
Medical	12:56:14 07/18/23
Ord Viol EPD	12:04:30 07/18/23
Medical	00:22:57 07/18/23
Accident PD	21:42:42 07/17/23
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Traffic Stop	17:49:27 07/17/23
Traffic Stop	17:35:09 07/17/23
Mental Hold	16:47:52 07/17/23
Medical	15:04:47 07/17/23
Trespassing	13:37:46 07/17/23
Suspicious Veh	13:35:20 07/17/23
Information	13:10:35 07/17/23
Child Abuse	10:01:18 07/17/23
Traffic Stop	07:37:04 07/17/23
Alarm Medical	06:23:40 07/17/23
Traffic Stop	03:48:37 07/17/23
Agency Assist	23:07:22 07/16/23
Theft	19:32:01 07/16/23
Traffic Stop	19:14:38 07/16/23
Traffic Stop	18:49:18 07/16/23
Traffic Stop	18:27:13 07/16/23
Harassment	17:15:04 07/16/23
Fire Structure	16:02:06 07/16/23
Traffic Stop	14:58:47 07/16/23
Motorist Assist	11:35:38 07/16/23
Traffic Stop	11:18:57 07/16/23
Found Property	10:09:15 07/16/23
Traffic Stop	01:15:45 07/16/23
Traffic Stop	00:41:22 07/16/23
Traffic Stop	00:27:52 07/16/23
Traffic Stop	00:04:00 07/16/23
Traffic Stop	23:50:04 07/15/23
Traffic Stop	23:31:05 07/15/23
Traffic Stop	22:02:06 07/15/23
Traffic Stop	21:56:00 07/15/23
Accident PD	21:53:29 07/15/23
Open Container	21:48:02 07/15/23
Traffic Stop	21:44:21 07/15/23
Disturb Peace	21:36:44 07/15/23
Traffic Stop	21:34:03 07/15/23

911 AHM	21:22:51 07/15/23
Traffic Stop	21:16:05 07/15/23
Traffic Stop	20:46:52 07/15/23
Disorderly	20:34:31 07/15/23
Traffic Stop	20:24:02 07/15/23
Traffic Stop	20:01:14 07/15/23
Traffic Stop	19:52:30 07/15/23
Traffic Stop	19:29:56 07/15/23
Traffic Stop	19:24:27 07/15/23
Traffic Stop	19:01:18 07/15/23
Open Door	18:54:29 07/15/23
Traffic Stop	18:45:16 07/15/23
Traffic Stop	18:41:58 07/15/23
Traffic Stop	18:36:16 07/15/23
Traffic Stop	18:08:43 07/15/23
Suspicious	16:58:10 07/15/23
Animal Cruelty	14:43:20 07/15/23
Medical	14:39:47 07/15/23
Public Assist	10:34:45 07/15/23
Funeral Escort	10:15:00 07/15/23
Weapon Offense	10:11:27 07/15/23
Theft	10:01:33 07/15/23
Parking Problem	09:48:27 07/15/23
Parking Problem	09:40:04 07/15/23
Motorist Assist	09:00:36 07/15/23
Traffic Stop	06:39:13 07/15/23
Curfew	01:20:16 07/15/23
Accident PD	00:46:41 07/15/23
Traffic Stop	00:38:24 07/15/23
Traffic Stop	00:17:53 07/15/23
Traffic Stop	23:55:00 07/14/23
Traffic Stop	23:51:07 07/14/23
Suspicious Veh	23:21:59 07/14/23
Traffic Stop	23:15:51 07/14/23
Traffic Stop	23:11:56 07/14/23
Traffic Compl	23:10:55 07/14/23
Traffic Stop	22:38:02 07/14/23
Accident PD	20:55:31 07/14/23
Traffic Stop	20:30:38 07/14/23
Traffic Stop	19:51:48 07/14/23
Disorderly	19:02:13 07/14/23
Traffic Stop	18:31:17 07/14/23
Traffic Compl	18:22:09 07/14/23
Traffic Stop	18:14:44 07/14/23
Traffic Stop	18:00:06 07/14/23

Traffic Stop	17:59:11 07/14/23
Funeral Escort	14:02:18 07/14/23
911 AHM	11:29:13 07/14/23
Medical	11:22:18 07/14/23
Medical	10:28:22 07/14/23
Mental Hold	02:04:49 07/14/23
Traffic Stop	01:17:28 07/14/23
Traffic Stop	01:12:49 07/14/23
Traffic Stop	00:49:58 07/14/23
Traffic Stop	23:51:35 07/13/23
Accident PD	22:12:41 07/13/23
Disorderly	21:41:17 07/13/23
Welfare Check	21:32:45 07/13/23
Welfare Check	20:40:29 07/13/23
Public Assist	19:19:33 07/13/23
Traffic Stop	19:13:47 07/13/23
Traffic Stop	18:54:17 07/13/23
911 AHM	17:11:34 07/13/23
Welfare Check	12:59:24 07/13/23
Public Assist	12:35:40 07/13/23
Ord Viol EPD	09:19:17 07/13/23
Medical	03:54:49 07/13/23
Curfew	01:29:22 07/13/23
Curfew	01:27:32 07/13/23
Traffic Stop	00:49:58 07/13/23
Traffic Stop	23:07:23 07/12/23
Traffic Stop	22:48:42 07/12/23
Suspicious	21:51:26 07/12/23
Traffic Stop	19:24:27 07/12/23
Traffic Stop	19:03:46 07/12/23
Open Door	18:25:24 07/12/23
Accident HR	14:57:40 07/12/23
Stray Dog	07:34:58 07/12/23
Public Assist	02:01:20 07/12/23
911 AHM	00:42:10 07/12/23
Warrant Arrest	23:14:49 07/11/23
Fireworks	22:58:00 07/11/23
Structure Fire	21:45:01 07/11/23
Agency Assist	21:21:17 07/11/23
Assault	20:05:33 07/11/23
Welfare Check	18:27:58 07/11/23
Missing Person	16:41:14 07/11/23
Domestic	16:38:45 07/11/23
Traffic Stop	16:03:30 07/11/23
Ord Viol EPD	15:33:36 07/11/23

Traffic Stop	12:18:42 07/11/23
Ord Viol EPD	11:41:51 07/11/23
Ord Viol EPD	11:14:43 07/11/23
Child Abuse	08:08:57 07/11/23
Shooting Compl	00:54:29 07/11/23
Child Abuse	00:45:55 07/11/23
Domestic	00:10:04 07/11/23
911 AHM	20:37:21 07/10/23
Illegal Dumping	19:32:10 07/10/23
Probation Viol	19:18:39 07/10/23
Intoxication	19:10:58 07/10/23
Harassment	17:41:54 07/10/23
Agency Assist	16:52:15 07/10/23
Theft	16:42:43 07/10/23
Traffic Hazard	15:28:00 07/10/23
Civil Compl	13:48:29 07/10/23
Traffic Stop	13:46:42 07/10/23
Welfare Check	13:32:58 07/10/23
Property Damage	11:53:05 07/10/23
Ord Viol EPD	11:26:16 07/10/23
Harassment	10:08:55 07/10/23
Medical	10:04:27 07/10/23
Alarm Res	08:45:28 07/10/23
Threats	08:02:34 07/10/23
Domestic	00:00:00 07/10/23
Warrant Search	22:07:19 07/09/23
DUI	20:16:29 07/09/23
Traffic Stop	19:44:01 07/09/23
Traffic Stop	19:16:45 07/09/23
Animal Cmplnt	19:10:27 07/09/23
Traffic Stop	19:10:09 07/09/23
Information	18:57:24 07/09/23
Traffic Stop	18:47:38 07/09/23
Traffic Stop	18:30:08 07/09/23
Missing Person	18:25:29 07/09/23
Traffic Stop	18:10:24 07/09/23
Traffic Stop	18:00:55 07/09/23
Animal Cmplnt	17:12:21 07/09/23
Traffic Stop	17:05:44 07/09/23
Property Damage	16:52:23 07/09/23
Traffic Stop	16:41:27 07/09/23
Stray Dog	14:47:30 07/09/23
Traffic Stop	14:32:13 07/09/23
Fire Structure	13:21:20 07/09/23
Stray Dog	13:15:33 07/09/23

Information	12:58:06 07/09/23
Traffic Stop	11:47:12 07/09/23
Traffic Stop	11:18:55 07/09/23
Stray Dog	10:45:15 07/09/23
Stray Dog	09:58:01 07/09/23
Missing Person	05:05:38 07/09/23
Disturb Peace	03:09:01 07/09/23
Disturb Peace	23:45:16 07/08/23
Traffic Stop	23:35:17 07/08/23
Suicidal Subj	23:17:45 07/08/23
Theft	22:49:43 07/08/23
Accident PD	22:30:19 07/08/23
DWP	21:35:12 07/08/23
Warrant Arrest	20:59:45 07/08/23
Traffic Stop	19:42:44 07/08/23
Traffic Stop	19:06:12 07/08/23
DUI	18:51:49 07/08/23
Traffic Stop	18:48:25 07/08/23
Traffic Stop	18:21:54 07/08/23
Traffic Stop	18:04:04 07/08/23
Mental Issue	17:51:24 07/08/23
Traffic Stop	17:39:32 07/08/23
Medical	17:22:04 07/08/23
Drugs PCS	15:39:49 07/08/23
Parking Problem	14:34:02 07/08/23
Traffic Stop	14:19:59 07/08/23
Public Assist	13:33:58 07/08/23
Traffic Compl	12:53:38 07/08/23
Suspicious	12:25:51 07/08/23
Accident HR	11:50:56 07/08/23
Traffic Stop	11:42:23 07/08/23
Traffic Stop	11:14:30 07/08/23
Welfare Check	09:21:23 07/08/23
Information	08:50:40 07/08/23
Traffic Stop	08:21:54 07/08/23
Traffic Stop	08:09:56 07/08/23
Disturb Peace	04:56:00 07/08/23
Suspicious Veh	04:33:11 07/08/23
Traffic Stop	02:40:30 07/08/23
Motorist Assist	02:07:06 07/08/23
Information	01:35:24 07/08/23
Warrant Arrest	23:00:11 07/07/23
Fireworks	22:03:42 07/07/23
Warrant Arrest	22:00:02 07/07/23
Traffic Stop	21:22:07 07/07/23

Traffic Stop	20:06:51 07/07/23
Traffic Stop	19:59:37 07/07/23
Theft	18:36:55 07/07/23
Child Abuse	18:25:43 07/07/23
Found Property	16:47:28 07/07/23
Traffic Compl	16:28:07 07/07/23
CPO NCO Viol	16:23:04 07/07/23
Stray Dog	15:13:57 07/07/23
Welfare Check	13:08:35 07/07/23
911 AHM	12:51:52 07/07/23
Accident PI	12:42:25 07/07/23
Open Door	09:58:53 07/07/23
Medical	07:09:39 07/07/23
Medical	06:40:21 07/07/23
Disturb Peace	00:25:29 07/07/23
Civil Compl	23:00:19 07/06/23
Traffic Stop	21:26:04 07/06/23
Welfare Check	20:43:19 07/06/23
Traffic Stop	19:54:39 07/06/23
Welfare Check	19:15:48 07/06/23
Traffic Hazard	18:08:36 07/06/23
Found Property	09:29:39 07/06/23
Public Assist	09:19:13 07/06/23
911 AHM	06:11:34 07/06/23
911 AHM	23:37:05 07/05/23
911 AHM	22:07:14 07/05/23
Mental Hold	21:18:54 07/05/23
Medical	18:48:20 07/05/23
Alarm Res	17:41:20 07/05/23
Disorderly	15:39:11 07/05/23
Mental Issue	15:31:11 07/05/23
Traffic Compl	14:04:58 07/05/23
Medical	12:17:20 07/05/23
Agency Assist	09:02:34 07/05/23
Animal Cmplnt	06:23:21 07/05/23
Medical	04:42:24 07/05/23
Domestic	00:16:58 07/05/23
Traffic Stop	00:12:36 07/05/23
Animal Found	23:57:57 07/04/23
Traffic Stop	23:50:29 07/04/23
Traffic Stop	23:23:29 07/04/23
Traffic Stop	23:17:28 07/04/23
Medical	23:17:12 07/04/23
Traffic Stop	23:16:28 07/04/23
Traffic Stop	22:42:43 07/04/23

Fireworks	21:41:39 07/04/23
Disturb Peace	19:09:59 07/04/23
Welfare Check	18:49:16 07/04/23
Traffic Stop	18:24:33 07/04/23
Drugs PCS	18:19:26 07/04/23
Public Assist	17:45:54 07/04/23
Traffic Stop	17:29:25 07/04/23
Stray Dog	17:17:40 07/04/23
Accident Boat	15:14:47 07/04/23
Traffic Stop	14:46:22 07/04/23
Traffic Stop	13:54:20 07/04/23
Accident PD	13:50:08 07/04/23
Traffic Stop	13:42:44 07/04/23
Animal Cruelty	11:37:13 07/04/23
Livestock Cow	11:30:23 07/04/23
Fire Smoke Rpt	09:40:40 07/04/23
Trespassing	08:50:34 07/04/23
Traffic Compl	00:33:06 07/04/23
Suspicious	22:05:21 07/03/23
Public Assist	21:22:38 07/03/23
Traffic Stop	20:56:30 07/03/23
Disorderly	20:03:06 07/03/23
911 AHM	19:08:22 07/03/23
Domestic	18:33:24 07/03/23
Animal Cmplnt	18:25:04 07/03/23
DUI	17:06:37 07/03/23
Medical	16:46:28 07/03/23
Medical	16:42:26 07/03/23
Assault	15:57:31 07/03/23
Welfare Check	14:25:09 07/03/23
Open Door	13:01:20 07/03/23
Extra Patrol	11:34:12 07/03/23
Traffic Stop	11:13:52 07/03/23
Harassment	09:15:40 07/03/23
Traffic Stop	09:04:58 07/03/23
Welfare Check	06:35:19 07/03/23
Disturb Peace	05:45:08 07/03/23
Parking Problem	01:10:47 07/03/23
Suspicious Veh	00:55:31 07/03/23
Traffic Stop	23:14:55 07/02/23
Drugs PCS	23:09:55 07/02/23
Traffic Stop	22:50:02 07/02/23
Traffic Stop	22:47:17 07/02/23
Traffic Stop	22:39:52 07/02/23
Traffic Stop	22:30:49 07/02/23

Traffic Stop	22:10:51 07/02/23
Public Assist	20:45:14 07/02/23
Traffic Stop	19:31:56 07/02/23
Traffic Stop	19:19:52 07/02/23
Traffic Stop	18:31:16 07/02/23
Sex Offense	17:44:22 07/02/23
Disorderly	17:23:02 07/02/23
Disorderly	16:48:29 07/02/23
Traffic Stop	16:07:47 07/02/23
Welfare Check	13:48:50 07/02/23
Disorderly	12:35:44 07/02/23
Livestock Cow	07:52:59 07/02/23
Suspicious	03:57:11 07/02/23
Traffic Stop	01:24:39 07/02/23
Traffic Stop	01:23:15 07/02/23
Traffic Stop	01:13:57 07/02/23
Traffic Stop	00:38:31 07/02/23
Traffic Stop	23:53:38 07/01/23
Public Assist	22:42:37 07/01/23
Traffic Stop	22:32:29 07/01/23
Traffic Stop	21:53:55 07/01/23
Traffic Stop	21:45:57 07/01/23
Traffic Stop	21:33:22 07/01/23
Welfare Check	21:01:37 07/01/23
Traffic Stop	19:52:04 07/01/23
Traffic Stop	19:16:21 07/01/23
Traffic Stop	18:49:06 07/01/23
Agency Assist	18:46:45 07/01/23
Shooting Compl	18:41:22 07/01/23
Traffic Stop	18:27:04 07/01/23
Traffic Stop	17:50:04 07/01/23
Traffic Stop	17:38:35 07/01/23
Traffic Stop	14:50:39 07/01/23
Accident PD	14:35:43 07/01/23
ABANDONED VEH	14:25:35 07/01/23
Traffic Stop	13:23:59 07/01/23
Traffic Stop	13:07:47 07/01/23
Traffic Stop	12:25:20 07/01/23
CPO NCO Viol	11:31:40 07/01/23
Fireworks	04:25:30 07/01/23
Suspicious	03:27:24 07/01/23
Suspicious Veh	01:47:17 07/01/23

City's Strategic Pillars

8/22/23

- 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

- 07/01/23 Keller Associates, 12th St Lift Upgrades - \$6,200.00
- 07/01/23 Keller Associates, Quail Run Lift Station - \$6,485.00
- 07/17/23 Xylem Water Solutions USA Inc, Public Works - \$13,323.00
- 07/26/23 Sunroc Corp, Hawthorne Paving - \$31,120.00
- 08/02/23 E3 Consulting LLC, Aeration Blower #2 - \$12,936.87

TRAINING

- None

ACCOMPLISHMENTS SINCE LAST REPORT

1. Set all underground for Splash Pad.
2. Sprayed all city streets and ally ways for weeds.
3. All flows data for Keller Associates for wastewater and collection plan update has been completed.
4. Quail Run Lift Station contract on hold for development.
5. 12th St Lift Station contract to be approved.
6. Starting grant application for 12th St and Substation intersection.
7. Collars poured and mailbox set on Hawthorne project. All Complete!
8. Painted water reservoir at the E Locust Booster Station.
9. Adjusting all domestic water pumps and motors to get more efficiency in power consumption.
10. Clearing all storm drain systems in roadway.

PLAN FOR NEXT 30 DAYS

1. CXT building is being built.
2. Splash pad construction has begun.
3. Started alley grading.
4. WWTP/Sewer and WTP/Water Master Plan Update continued.
5. 12th and Substation Intersection Review with Keller Associates continued
6. Continuing our efforts to mitigate I&I.
7. Sewer manhole - grout and/or replacement for those leaking water
8. Repair bad water valves and water valve boxes
9. Water valve exercise for all water distribution valves.
10. Upgrade fire hydrants older than 18 years.
11. Work with ITD to get access off Hwy 16 for development of commercial.

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. Hard drive replacement in cameras NVR #4
2. Budget numbers compilation for sewer & water transfers
3. External email filter issues fix
4. Assist museum staff with printer issue
5. Assist EOC staff with live camera feed
6. Website forms for public works backup
7. Library camera install
8. Fix leak on splice trailer
9. T-Mobile government account testing
10. Cable fix on WiFi at City Park
11. Website white list in Sophos for SRO
12. Justice street new fiber hookup
13. Tower climbers light fix on water tower
14. Water GIS map info to Keller
15. Vickery IT install at water tower
16. Lumen circuit cancel
17. AI camera order and install at bandshell
18. Battery backup replacement x2 at city hall

Plan for next 30 days

19. Fiber location climate sensors research	20. Cradlepoint license renewals
21. Firstnet change over, cradlepoints	22. Council chambers Zoom equipment repair
23. Splicing of Airport fiber and conduit installation	24. Cemetery lighting and camera expansion
25. GIS fiber mapping platform build (Docufiber)	26. Training on new water meter reading software
27. 911 updates for phone system extensions	28. Fire department new RMS system
29. Daggerfalls fiber joint trench map	30. Downtown fiber section quotes