

# CITY OF EMMETT

## Office of the City Clerk

501 East Main Street  
Emmett, Idaho 83617

**Gordon Petrie, Mayor**  
Lyleen Jerome, Clerk  
Jake Sweeten, Attorney

Council President: Michelle Welch  
Councilmen: Shawn Alder  
Eltona Henderson  
Steve Nebeker  
Gary Resinkin  
Mike Stout

### WATER CHARGE WAIVER QUALIFICATIONS

Name: Ralph Kellogg  
Address: 800 E Locust  
Acct #: 1254-00

Meets Qualifications for Waiver  
(Y/N)

No Request for waiver received in a reasonable time Date: 5/10/19  
(usually 10 business days after the leak has been identified)

No Date Leak Identified UNKNOWN by OWNER  
Date Leak Repaired 4/30/19 by OWNER

N/A Date Water Bill Sent N/A

N/A Water Usage exceeds average monthly usage  
Average Usage 6700 FROM 5/18 → 4/19  
Actual Usage SEE ATTACHED  
Waiver Amount \$ UNDETERMINED

yes Leak was concealed behind a wall, underground or not noticeable  
yes Leak occurred on the customer side of the meter  
yes Receipts for parts and labor or other proof leak was repaired  
yes Leak Check completed by City 5/10/19

Comments: 3 UNITS -  
REQUEST DOES NOT MEET REQUIREMENTS FOR A WAIVER  
LEAK IN AUGUST + SEPTEMBER 2018 -  
FIXED + WAIVER REQUESTED MAY 2019

APPROVED:  
Clerk No - Lj  
Council \_\_\_\_\_  
Date \_\_\_\_\_

City of Emmett  
501 E Main Street  
Emmett, Idaho 83617

May 10, 2019

To Whom It May Concern:

We are requesting an adjustment to our water bill. It came to our attention as we are trying to sell the building there was something wrong with the water. We have had Goff Plumbing repair it and it is now in good repair. Our bill was \$73 in May 2018, and we have a bill at \$263 for the month of Oct. 2018 which is not a water usage month. Is it possible to have an adjustment for the difference? \$190 per month for eight months is a total of \$1520.

If you have questions or need more information, please call me at 208.794.1335.

Thanks for your consideration,

Ralph Kellogg, Owner

GOFF'S PLUMBING, INC.  
 1235 Allen Lane  
 Emmett, ID 83617

208-365-4257  
 Fax: 208-365-1258

# Invoice

Date	Invoice #
4/30/2019	45022

<b>Bill To</b>
Kellogg Ralph 800 E Locust St Emmett, ID 83617

<b>Ship To</b>
Kellogg Ralph 800 E Locust St Emmett, ID 83617

<b>P.O. Number</b>	<b>Terms</b>	<b>Ship</b>
	Due on receipt	4/16/2019

Quantity	Item Code	Description	U/M	Price Each	Amount
2	1-1/4" Galvaniz...	1-1/4" Galvanized Coupling	ea	8.31	16.62
1	1-1/4" x 6" Galv...	1-1/4" x 6" Galvanized Nipple	ea	2.94	2.94
1	Materials	1/2" Sprinkler Valve	ea	9.36	9.36
6	Labor	Jeff & Dossie Labor to expose and patch water line and replace in ground sprinkler valve.		145.00	870.00
1	Excavation	Excavation Time		150.00	150.00

It has been a pleasure working with you! If you have any questions please call (208)365-4257

**Sales Tax (6.0%)** \$0.00

Invoices are due Net 30 days from invoice date, unless otherwise noted above. Customer agrees to 1.5% interest and reasonable collection fees for past due amounts.

**Total** \$1,048.92

GOFF'S PLUMBING, INC.  
 1235 Allen Lane  
 Emmett, ID 83617  
 208-365-4257  
 Fax: 208-365-1258

# Invoice

Date	Invoice #
4/30/2019	45021

<b>Bill To</b>
Kellogg Ralph 800 E Locust St Emmett, ID 83617

<b>Ship To</b>
Kellogg Ralph 800 E Locust St Emmett, ID 83617

<b>P.O. Number</b>	<b>Terms</b>	<b>Ship</b>
	Due on receipt	4/19/2019

Quantity	Item Code	Description	U/M	Price Each	Amount
1	Materials	720A Backflow Assembly	ea	104.13	104.13
1	Labor	Labor to replace backflow assembly		85.00	85.00

It has been a pleasure working with you! If you have any questions please call (208)365-4257

**Sales Tax (6.0%)** \$0.00

Invoices are due Net 30 days from invoice date, unless otherwise noted above. Customer agrees to 1.5% interest and reasonable collection fees for past due amounts.

**Total** \$189.13

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM  
CUSTOMER WATER READINGS

CITY OF EMMETT, ID

13:31:57 - 06/06/2019

Customer Name: KELLOGG, RALPH  
Account: 1254-00  
Route - Meter: 11-0170.00  
Service Address: 800 E LOCUST  
Mtr Id - Type - Size: 1487937916 Z

From 5-2018 to 4-2019

3/4"

## Meter Serial #:

## (Readings in Actual Units)

AP-Year	Reading	Reading Date	Monthly Usage	YTD Usage	Reading Type
04-2019	255300	04/19/2019	3600	21000	HAND HELD
03-2019	251700	03/20/2019	5500	17400	HAND HELD
02-2019	246200	02/19/2019	6300	11900	HAND HELD
01-2019	239900	01/17/2019	5600	5600	HAND HELD
12-2018	234300	12/18/2018	5400	74000	HAND HELD
11-2018	228900	11/19/2018	7100	68600	HAND HELD
10-2018	221800	10/22/2018	9200	61500	HAND HELD
09-2018	212600	09/18/2018	12400	52300	HAND HELD
08-2018	200200	08/22/2018	13700	39900	HAND HELD
07-2018	186500	07/18/2018	8500	26200	HAND HELD
06-2018	178000	06/20/2018	8800	17700	HAND HELD
05-2018	169200	05/21/2018	7000	8900	HAND HELD

MONTHLY AVERAGE OVER 10 MO.

6700 = \$146.73 - MO  
AVERAGE COST

*Comment History  
From Account*

5/10/19 LEAK CHECK - NO LEAK - JW

2019 SEWER AVERAGE STAYED THE SAME DUE TO LEAK - JW

3/28/19 WATER LEAK - JW

2018 SEWER AVERAGE - 1/18-3/18 - JW

9/22/16 LEAK CHECK - METER TURNING - BILLY SPOKE TO RESIDENT - TOILET - JW

5/15/13 CHANGE NAME ON ACCOUNT TO RALPH KELLOGG, LEGAL OWNER. EH

7/19/12 KENNEY TALKED TO GOFF'S PLUMBING AND THEY TOLD KENNEY THE COUPLER WAS LEAKING - ADJUSTED FOR LEAK AND USED 4700 CF (6/11 USEAGE) - CR 5200 CF WA - JW

6/27/12 POSSIBLE WATER LEAK - SPOKE TO GLADYS - JW

**SERVICE/WORK ORDER**  
CITY OF EMMETT, IDAHO

Order No: 8614

Clerk Initials: JAN

Date: 5/10/2019

Date for Service: 5/10/2019

Reason for Order: READ / LEAK CHECK

Requestor Name: KELLOGG

Account No: 1254-00

Address: 800 E LOCUST

Meter No: 7916

	Previous	Current
Reading/Date:	2553 4/19/19	<u>2557</u>
Reading/Date:	X	

Leak Check Results or Notes:

No water leak

Completed By: BE Date/Time Completed: 5-10-2019  
@ 4:15 PM

E-mail information to Public Works: \_\_\_\_\_

*92*  
*5/10/19*



# EMMETT POLICE DEPARTMENT

501 E. Main Street – Emmett, ID 83617

Fax 365-6062 Phone 365-6055

**Steve Kunka, Chief of Police**

June 5, 2019

Mayor Gordon Petrie  
Emmett City Council

This is my approval to the request from Bill Short in reference to the Gran Fondo Hincapie Bicycle Ride that will be held July 14, 2019. The Bicycle Ride will be entering the city limits of Emmett between the hours of 9:00 a.m. and 1:00 p.m. The city streets affected by the race are Substation Rd., between E. 12<sup>th</sup> Street and Quail Run Rd, and Quail Run Rd until the end of the city limits (please see map). The attached map was provided to me by Bill Short. Bill advised that there will not be use of cones or traffic barrels but rather volunteers and or officers. It was explained that it was for the safety of the riders. We, the Emmett Police Department, will be providing assistance with our officers and or Citizens on Patrol volunteers if needed. Note: I also suggested that volunteers are at the entrance and exit of the Rest Area (see map).

It is also important for you, City Council and Mayor, to know that this event has been being organized with multiple agencies beginning in September of last year. It started by me being contacted by Rachel Holford who is the Emergency Management Coordinator for the Boise Police Department. Our first meeting, in October, was held at the Emmett Police Department and was attended by multiple representatives from Boise PD, Gem County Sheriff's Office and the Emmett Police Department. Since that time the meetings have grown. Agencies who have attended these meetings and the ones in the future are; Gran Fondo, Boise Police, Boise Fire, Boise City Office of Emergency Preparedness, Gem County Fire/EMS, Gem County Sheriff, Emmett Police, Gem County Emergency Management, Canyon County Sheriff, Idaho State Police, Ada County Sheriff, Ada County Paramedics, Boise County Sheriff, Boise County Emergency Management, Ada County Emergency Management, Ada County Highway District, Idaho Department of Transportation, Canyon County Paramedics. The reason for all of these agencies to attend these meetings is because this ride covers multiple jurisdictions.

This approval is not just the approval for the traffic plan within the City of Emmett but also Is the approval to assist the above agencies in any way that we can.

Respectfully,

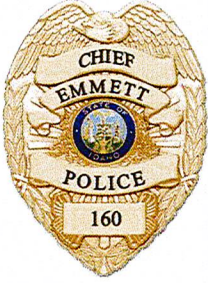
City of Emmett Police Chief

A handwritten signature in black ink, appearing to read "S. Kunka".

Steve O. Kunka

501 E. MAIN STREET, EMMETT ID, 83617  
PHONE: 208-365-6055 FAX: 208-365-6062





# EMMETT POLICE DEPARTMENT

501 E. Main Street – Emmett, ID 83617

Fax 365-6062 Phone 365-6055

**Steve Kunka, Chief of Police**

June 6, 2019

RE: Gran Fondo Hincapie Bicycle Ride July 14, 2019

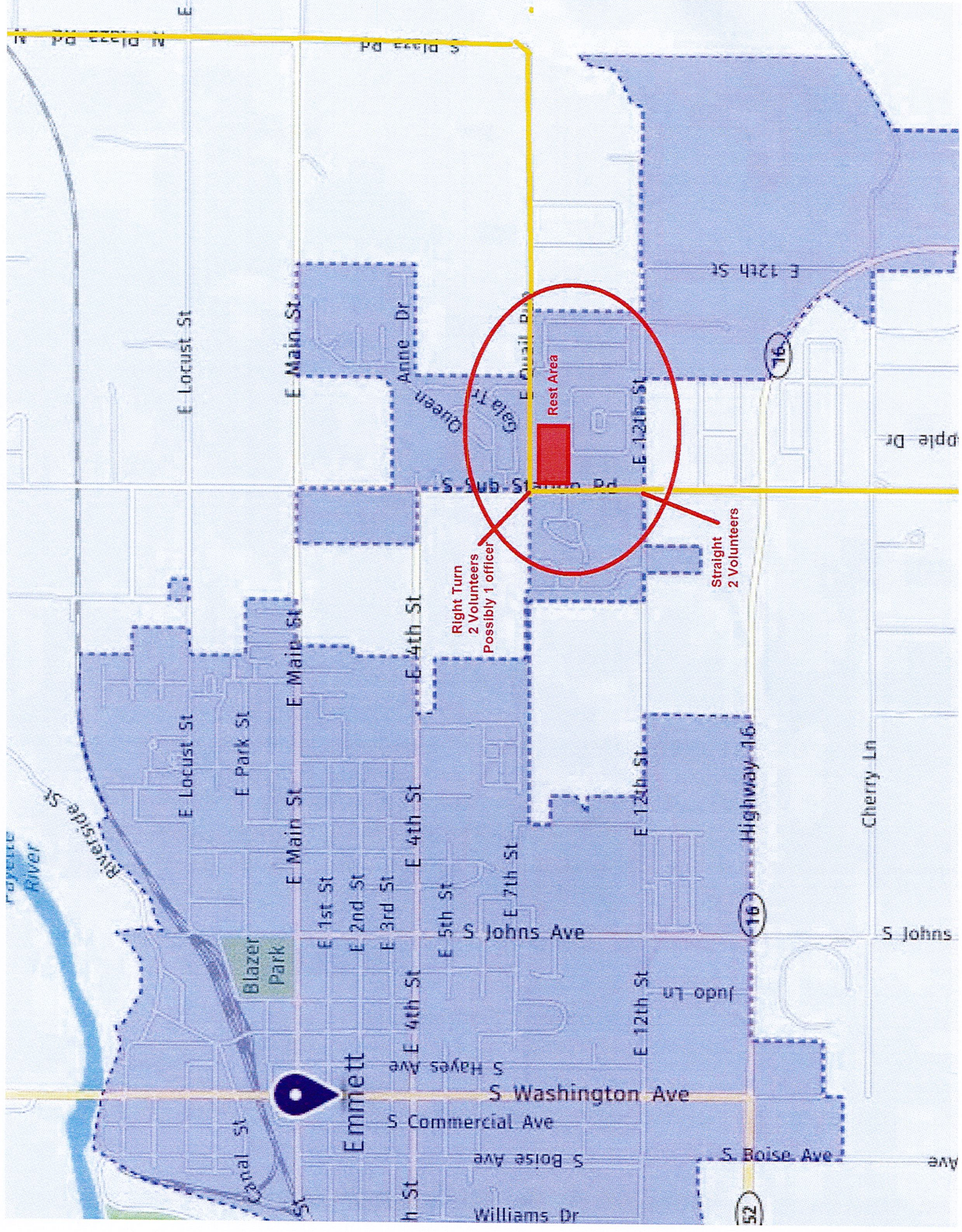
Mayor and City Council,

Proposed Motion:

I would like to make a motion to grant permission to Gran Fondo Hincapie to use the city of Emmett road Substation between E. 12<sup>th</sup> Street and Quail Run Road with the assistance of the Emmett Police Department. The use of this is for their bike ride on July 14, 2019 between the hours of 9:00 a.m. and 1:00 p.m.

Steve Kunka,

Chief of Police  
City of Emmett



Rest Area

Right Turn  
2 Volunteers  
Possibly 1 officer

Straight  
2 Volunteers

Emmett

S Washington Ave

S Commercial Ave

S Boise Ave

Williams Dr

Blazer Park

River

Riverside St

E Locust St

E Park St

E Main St

E 1st St

E 2nd St

E 3rd St

E 4th St

E 4th St

E 4th St

E 5th St

E 7th St

S Johns Ave

E 12th St

Judo Ln

E 12th St

Highway 16

Highway 52

Cherry Ln

S Johns

E 12th St

16

Apple Dr

E Locust St

E Main St

Queen Anne Dr

E 12th St

16

E

S Field St

N Field St

# Memo

To: Mayor and City Council  
From: Brian Sullivan  
CC: Project File  
Date: 6/5/19  
Re: Modification of Development Agreement 2771 Cherry Lane

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Mayor and Council,

As you may recall, the Commission and Council approved a re-zone from residential to commercial with a development agreement for 2771 Cherry Lane, James and Marianne Kantola in 2018. The reason the Kantola's did a re-zone was for selling purposes only. A Development Agreement was a way to limit what type of activities would be allowed on the property. A request from the potential buyer, Steve Bruneel, came forward to allow a shop for the repair and maintenance of vineyard and excavation equipment. The closest classification for this type of use would be a shop for a building contractor. The shop use would coincide with the allowed use. The narrative statement from the applicant states the shop will be the first part of the project, then work on composting and creating a nursery plant area followed by the greenhouses.

Letters submitted from impact agencies:

Emmett Public Works dated April 5, 2019 with no comments. ITD dated April 30, 2019, no objections just informational for future roadway improvements. (see attached)

ECC 9-18-8: Modification and Termination:

- A. Modification of Agreements: Development agreements may only be modified through the public hearing process identified in section 9-18-5 of this chapter.

Staff has reviewed the current development agreement and the proposed modification. Staff is in support to modify the development agreement for property located at 2771 Cherry Lane. If the Commission approves the modification, a recommendation to approve the modification must be made to the City Council.

Notice to the owner and applicant: Owner will need to transfer or assign all interests, rights, or obligations under this agreement to the purchaser of the property. City will require a recorded document showing this transfer. (See the following section 6)

## 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.

The City of Emmett Zoning Commission held a public hearing on May 6, 2019 and recommends approval of the application as submitted.



Brian Sullivan

Zoning Administrator



**CITY OF EMMETT**  
**Building & Zoning Department**  
601 E. 3rd Street  
Emmett, Idaho 83617

**Building & Zoning Department**

Brian Sullivan:  
bsullivan@cityofemmett.org  
Doricela Millan-Sotelo  
dmillan-sotelo@cityofemmett.org  
Ph: (208) 365-9569  
Fax: (208) 365-4651

June 5, 2019

RE: Kantola Development Agreement Modification # 19-001

Mayor and City Council,

City of Emmett Zoning Commission held a public hearing on May 6, 2019 and recommend approval of application DA-19-001 as submitted.

Proposed Motion:

I would like to make a motion to approve application DA 19-001, a modification of the development agreement for James and Marianne Kantola, submitted by the applicant Steve Bruneel, to allow a shop for a building contractor, with approval based on staff memo in the packet.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Sullivan", written over a horizontal line.

Brian Sullivan  
Building / Zoning Administrator

**DA 19-001 – 2771 Cherry Lane, Development agreement Modification Minutes**

**DA 19-001 – 2771 Cherry Lane, Development Agreement Modification**

**City Attorney** disclosed that he has an existing relationship with Kantola's on a different property and matter. Neither the Kantola's nor the City had any objections with Jake Sweeten staying on board.

**Building Official Brian Sullivan** gave Memo report and referenced prior DA Agreement for 2771 Cherry Lane with only change being updated in land use matrix - Shop for building contractor as a Permitted Use.

*Commissioners had no questions for building official*

**Applicant James Kantola** had no additional comments to add.

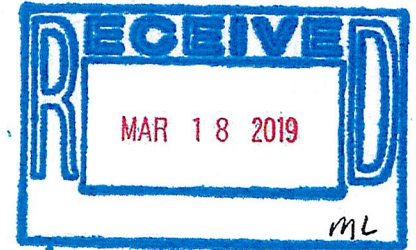
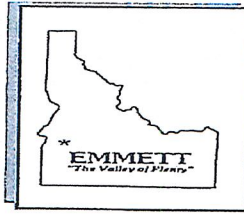
**Building Official Brian Sullivan** read ITD Letter for informational purposes.

**Commissioner Vahlberg** made a motion to close the public hearing. **Commissioner Mackey** seconded the motion.

**Decision of Public Hearing:**

**DA 19-001 – 2771 Cherry Lane, Development Agreement Modification**

**Commissioner Vahlberg** motioned to recommend approval of Modification of Development Agreement DA 19-001 to city council based off Staff memo in the packet. **Commissioner Earls** Seconds. **Motioned Carried**



### CITY OF EMMETT MASTER PUBLIC HEARING APPLICATION

Application was Ruled and  
Accepted 3-29-19. DMS

601 E. 3rd Street, Emmett, Idaho 83617 www.cityofemmett.org phone: (208) 365-9569 fax (208) 365-4651

TYPE OF APPLICATION: (Please check all that apply.)

- |   |   |                                       |
|---|---|---------------------------------------|
| <input type="checkbox"/> ANNEXATION         | <input type="checkbox"/> DEVELOPMENT        | <input type="checkbox"/> SUBDIVISION, |
| <input type="checkbox"/> APPEAL             | <input type="checkbox"/> AGREEMENT          | <input type="checkbox"/> MODIFICATION |
| <input type="checkbox"/> COMPREHENSIVE PLAN | <input type="checkbox"/> REZONE             | <input type="checkbox"/> VACATION     |
| <input type="checkbox"/> TEXT AMENDMENT     | <input type="checkbox"/> SPECIAL USE PERMIT | <input type="checkbox"/> VARIANCE     |
| <input type="checkbox"/> COMPREHENSIVE PLAN | <input type="checkbox"/> SUBDIVISION,       | <input type="checkbox"/> ZONING TEXT  |
| <input type="checkbox"/> MAP AMENDMENT      | <input type="checkbox"/> PRELIMINARY        | <input type="checkbox"/> AMENDMENT    |
| <input type="checkbox"/> DESIGN REVIEW      | <input type="checkbox"/> SUBDIVISION, FINAL |                                       |
|   | <input type="checkbox"/> SUBDIVISION,       |                                       |
|   | <input type="checkbox"/> COMBINED/MINOR     |                                       |

PROJECT NAME: Development Agreement the City of Emmett, Idaho, and James and Marianne Kantola

SITE INFORMATION:

(This information can be found on the Assessor's property information assessment sheet.)

Quarter: NE of SE Section: 16 Township: 6 North Range: 1 West Total Acres: 3.14

Subdivision Name (if applicable): \_\_\_\_\_

Site Address: 1820 Cherry Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Tax Parcel Number(s): 2P06N01W168000 City: Emmett Current Zoning: \_\_\_\_\_ Current Land Use: \_\_\_\_\_

PROPERTY OWNER:

Name: James & Marianne Kantola

Address: \_\_\_\_\_

City: Emmett State: ID Zip: 83617

208-860-9091

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

APPLICANT:

Name: Steve Brunel

Address: 4952 N. Gooder John Ln

City: Spokane State: ID Zip: 83616

Telephone: 208-870-0517 Fax: \_\_\_\_\_

Email: stevebrunel@gmail.com

I consent to this application and allow City staff to enter the property for site inspections related to this application.

I certify this information is correct to the best of my knowledge.

Authentisign  
James E Kantola  
3/15/2019 4:42:17 PM MDT  
Signature: (Owner) Date 03/15/2019

Authentisign  
Marianne J Kantola  
3/15/2019 4:40:42 PM MDT

Authentisign  
Steve Brunel  
03/18/2019  
Signature: (Applicant) Date

NOTE: THIS APPLICATION MUST BE SUBMITTED WITH THE APPLICABLE CHECKLIST (S).

#### OFFICE USE ONLY

File No.: DA 19-001 Received By: ML Date: 3-18-19 Fee: 310.00 Receipt No: RET 19-8

City of Emmett  
And whom it may concern.

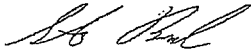
3-16-19

I am writing on the subject of the use of the property currently owned by the Kantolas. My intentions for the use of this property is a dual use. First and primarily would be to expand my grape growing business. My farm is currently located between Eagle and Star. The current expansion of housing developments in that area are making it non feasible to expand there. And as a third generation farmer in that area I can see the changes coming that are inevitable.

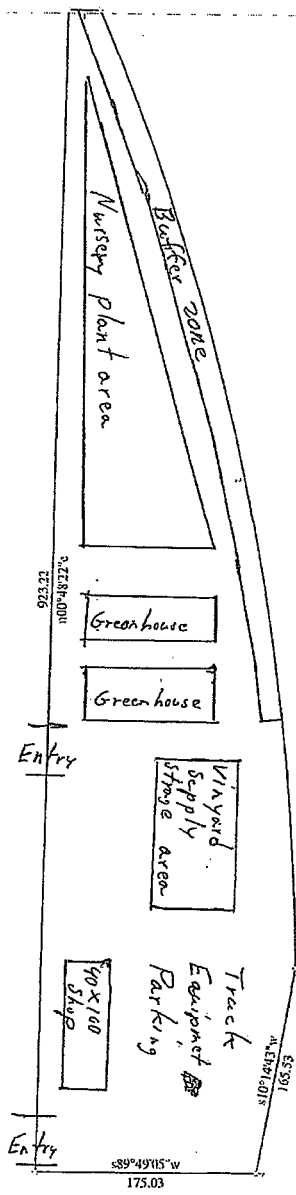
The second use of the property would be to put a shop on for the repair and maintenance of my trucks and equipment. I have a small excavation company. The building would be for excavation and vineyard equipment. If the timing is right I intend to move a machinery shed that my father built on the family farm to this property. I would like to have it on the property so I can use it as the shop.

I for see the timing of it all to happen over the next three years. First would be the shop and equipment. Then working on composting and creating a nursery plant area then greenhouses.

Steve Bruneel







Title:

Date: 07-09-2015

# DA 19-001 Bruneel - Kantola

Property adjacent to 2771 Cherry Lane

📍 2771 Cherry Lane

Modification of Kantola Development Agreement.

Property adjacent to 2771 Cherry Lane at the intersection of Cherry Lane and Highway 16 in T 06 N; R 01W; Section 16, Quarter Section NE



**EXHIBIT B**  
**“MODIFICATION”**  
**DEVELOPMENT AGREEMENT**  
**THE CITY OF EMMETT, IDAHO, AND JAMES**  
**AND MARIANNE KANTOLA**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF EMMETT, a Political Subdivision of the State of Idaho (“City”) and JAMES KANTOLA and MARIANNE KANTOLA husband and wife, (“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 “1” 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 will be effective upon the publication of Ordinance No. 2018-\_\_\_\_\_, approving the rezone for the Project, and upon the recordation of this Agreement.

1.2 Permitted Use, Density, and Intensity of Use. This Agreement shall vest the right to develop the Project on land described in Exhibit “1” (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 “2”.

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 3.5.

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 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.

## **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  
601 E. 3rd  
Emmett, Idaho 83617  
Attention: Planning Director  
Telephone: 208-365-9569  
Facsimile: 208-365-4651

If to Owner, to:

James Kantola  
2771 Cherry Lane  
Emmett, ID 83617  
Telephone: 208-365-7216

With copy to:

Capitol Law Group, PLLC  
c/o Jake Sweeten, City Attorney  
P.O. Box 188  
Emmett, Idaho 83617  
Telephone: 208-365-4136  
Facsimile: 208-365-4196

With copy to:

Steve Bruneel  
4952 N. Gooder John Ln.  
Eagle, Id, 83616

## **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 1 – Project Legal Description

Exhibit 2 – 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.

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 \_\_\_\_\_, 2019, 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

JAMES KANTOLA

\_\_\_\_\_  
MARIANNE KANTOLA

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me a notary public, personally appeared James and Marianne Kantola, known or identified to me, to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

A parcel of land located in Gem County, Idaho, being a portion of the Northwest quarter Southeast quarter of Section 16, Township 6 North, Range 1 West, Boise Meridian, and more particularly described as follows:

Beginning at the Center quarter Corner of Section 16, currently monumented by a 3 1/4" diameter Brass Cap Monument (Corner Record, Instrument Number 200719, except marked PELS 3260), said Point of Beginning being

North 89°56' 55" West a distance of 2629.08 feet from the quarter Corner common to Sections 15 and 16, currently monumented by a 2 1/2" diameter Brass Cap Monument (Corner Record, Instrument Number 142465), and said Point of Beginning being North 00°48'22" East a distance of 2642.55 feet from the 1/4 Corner common to Sections 16 and 21 currently monumented by a 2 1/2" diameter Brass Cap Monument (Corner Record, Instrument Number 142467); thence South 89°56'55" East, coincident with the Northerly line of the Northwest quarter Southeast quarter of Section 16, a distance of 25.35 feet to a point on the Westerly Right of Way line of State Highway 16, said point offset 50.00 feet from the survey centerline alignment, as shown on a Record of Survey by Washington Group International for the Idaho Transportation Department, recorded 07/14/2005, Instrument Number 244565 Gem County Recorder Records, and said point being the beginning of a non-tangential curve; thence

Southeasterly, coincident with said Westerly Right of Way line of State Highway 16, offset 50.00 feet from said survey centerline alignment on said non-tangential curve to the right having a radial bearing of

South 66°38'34" West, an arc distance of 782.87 feet to a point of non-tangency having a radial bearing of South 88°42'04" West, said curve having a radius of 2033.48 feet, a central angle of 22° 03'30", and a chord bearing

South 12°19'41" East, a distance of 778.05 feet; thence

South 10°14'43" West, continuing coincident with said Westerly Right of Way line of State Highway 16, a distance of 165.53 feet to a point on the Easterly line of the West 175.00 feet of Northwest quarter Southeast quarter of Section 16, said point being North 10°14'43" East a distance of 30.48 feet from a point offset 80.00 feet from the survey centerline alignment as shown on a Record of Survey by Washington Group International for the Idaho Transportation Department, recorded 07/14/2005, Instrument Number 244565, Gem County Recorder Records; thence

North 00°48'22" East, coincident with the Easterly line of the West 175.00 feet of the Northwest quarter Southeast quarter of Section 16, a distance of 0.45 feet to the Northerly line of the South 398.00 feet of the Northwest quarter Southeast quarter Section 16; thence

South 89°49'05" West, coincident with the Northerly line of the South 398.00 feet of the Northwest quarter Southeast quarter of Section 16, a distance of 175.03 feet to a point on the Westerly line of the Northwest quarter Southeast quarter of Section 16, said point being

North 00°48'22" East a distance of 1719.33 feet from the 1/4 Corner common to sections 16 and 21, currently monumented by a 2 1/2" diameter Brass Cap Monument (Corner Record, Instrument Number 142467); thence

North 00°48'22" East, coincident with the Westerly line of the Northwest quarter Southeast quarter of Section 16, a distance of 923.22 feet to the POINT OF BEGINNING.

**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, James and Marianne Kantola, are APPROVED for a rezone to C, Commercial. The boundaries of said zone shall be as per the rezone ordinance legal description.
4. An amendment to the original approved Development Agreement is being applied for by Steve Bruneel. The DA applies to land which is currently owned by James and Marianne Kantola, located at 2771 Cherry Lane, Emmett, Id, 83617. The modification is to allow a shop for building contractor for repair and a maintenance of vineyard and excavation equipment. In the original DA, a shop for a building contractor was not permitted. If approved, Section 6, Assignment must be adhearded to.

**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 thirty-five feet (35').

LAND USE TYPE	PERMIT TYPE
Amusement center, indoor	Not Permitted
Bakery or bakery goods store, deli, coffeeshouse	Not Permitted
Bank and other financial	Permitted
Barber, beauty shop	Permitted
Bed and breakfast	Permitted
Cabinet shop	Permitted
Car wash	Not Permitted
Church	Not Permitted
Cleaning, laundry, commercial plant	Not Permitted

Clinics, medical, dental, optical, etc.	Permitted
Club, lodge, social hall	Not Permitted
Contractor's storage yard	Not Permitted
Dance, music, voice, studio	Permitted

Daycare - Family	Not Permitted
Daycare - Group	Not Permitted
Drive-in-restaurant – food stand	Not Permitted
Drugstore-pharmacy	Permitted
Equipment rental and sales - Light	Not Permitted
Equipment rental and sales - Heavy	Not Permitted
Food store (5,000 sq ft or less)	Not Permitted
Frozen food locker	Not Permitted
Furniture refinishing or manufacturing	Permitted
Government – office, land	Permitted
Halfway house	Not Permitted
Hospital -private	Not Permitted
Hotel and motel	Not Permitted
Laboratory – medical, dental, optical	Permitted
Laundromat – self-service	Not Permitted
Laundromat – commercial plant	Not Permitted
Laundry – dry cleaning	Not Permitted
Manufacturing- Light, other	Permitted
Multi-family residential	Permitted
Mortuary	Not Permitted
Newspaper and commercial printing	Permitted
Nursery for children (pre-school)	Not Permitted
Nursery for flowers and plants	Permitted
Nursing and adult homes	Not Permitted
Office, professional	Permitted
Photography studio	Permitted
Printing and blueprinting	Permitted
Reducing salon – masseur	Not Permitted
Schools - private	Not Permitted
Schools- public	Not Permitted
Shop for building contractor	Not Permitted
Sign shop	Permitted
Storage facility	Not Permitted
Warehousing	Not Permitted
Vet clinic, small	Permitted



## EXHIBIT B

### 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 PUBLIC WORKS DEPARTMENT

601 East 3<sup>rd</sup> Street  
Emmett, Idaho 83617

Gordon Petrie, Mayor  
Lyleen Jerome City Clerk  
Jake Sweeten, Attorney  
Michelle Welch – City Council President

Councilman: Mike Stout  
Eltona Henderson  
Shawn Alder  
Steve Nebeker  
Gary Resinkin

Friday, April 05, 2019

City of Emmett  
Planning & Zoning  
601 East 3<sup>rd</sup> Street  
Emmett, Idaho 83617  
Attention: Brian Sullivan, Planning & Zoning Administrator

RE: "Modification of Kantola Development Agreement, 2771 Cherry Lane. Corner of Hwy 16 and Cherry Lane 3.138 acres."

Brian:

City of Emmett Public Works Department has no comments for this DA Agreement modification.

Please feel free to contact my office @ 208-365-9569, or my email: [bevans@cityofemmett.org](mailto:bevans@cityofemmett.org) if there are any further questions.

Sincerely,



**City of Emmett**

**Superintendent  
Public Works Department**

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

Cc:  
Clint Seamons, C.O.E. Assistant Superintendent of Public Works  
Brian Sullivan, C.O.E. Planning/Building Administrator  
Doricela-Millan Sotelo, C.O.E Building – Public Works Office Manager

---

Bruce Evans  
Telephone # 208-365-9569, Fax # 208-365-4651  
E-mail: [bevans@cityofemmett.org](mailto:bevans@cityofemmett.org)



**Your Safety • Your Mobility  
Your Economic Opportunity**

**IDAHO TRANSPORTATION DEPARTMENT**  
P.O. Box 8028 • Boise, ID 83707-2028  
(208) 334-8300 • itd.idaho.gov

April 30, 2019

Brian Sullivan  
Emmett Zoning Commission  
601 E. 3rd Street  
Emmett, Idaho 83617

VIA EMAIL

<b>Development Application</b>	<b>DA-19-001</b>
<b>Project Name</b>	<b>KANTOLA DEVELOPMENT AGREEMENT</b>
<b>Project Location</b>	Southwest corner of SH-16 and Cherry Lane, west of SH-16 milepost 11.82
<b>Project Description</b>	Modify the development agreement to allow for a shop for a building contractor for repair and maintenance and equipment.
<b>Applicant</b>	Steve Bruneel

The Idaho Transportation Department (ITD) reviewed the referenced development agreement modification application and has the following comments:

1. This project abuts the State highway system.
  2. No direct access to the State highway system is requested with this application and none is approved.
  3. ITD previously purchased all direct access to SH-16 from the identified parcel. No access is requested and none is approved with this application. Per the Idaho Administrative Procedures Act (IDAPA) 39.03.42.400.07(b): *Traffic movements into and out of a business shall be designed, whenever possible, to utilize existing local roads. Existing approaches along traveled way should serve as exits only from the business onto the highway. Entrance to the property should be made from a local road.* Currently there are no existing approved accesses onto SH-16 from this parcel.
  4. ITD has completed a SH-16 Improvement Study (ITD Key Number 08630) in the area of this parcel that identifies a grade separated intersection at full build out. ITD has no current funding assigned to construct this segment of SH-16 and respectfully requests the City of Emmett's assistance in keeping structures out of the potential future right-of-way to avoid adding unnecessary expense to the taxpayers
-



**Your Safety • Your Mobility  
Your Economic Opportunity**

**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 8028 • Boise, ID 83707-2028  
(208) 334-8300 • [itd.idaho.gov](http://itd.idaho.gov)

of Idaho. Copies of "Figure 3 Project Location Map with the preferred alternative and the narrative describing intersection treatments within the corridor are attached.

5. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.
6. The Idaho Administrative Procedures Act (IDAPA) 39.03.60 governs advertising along the State highway system. The applicant may contact Justin Pond, Program Manager for ITD's Headquarters Right-of-Way Section at (208) 334-8832 for more information.
7. ITD does not object to the proposed development agreement modification as presented in the application.

If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

Sarah Arjona  
Development Services Coordinator  
[Sarah.Arjona@itd.idaho.gov](mailto:Sarah.Arjona@itd.idaho.gov)

---

Please sign and return to:

*Dawn Carroll*  
*Keller Associates, Inc.*  
*131 SW 5<sup>th</sup> Avenue, Suite A*  
*Meridian, Idaho 83642*  
*[dcarroll@kellerassociates.com](mailto:dcarroll@kellerassociates.com)*  
*208-288-1992*

**WAIVER OF HEARING**

**For The Idaho Transportation Department**

STC-7169 S Johns Ave, E 12th to 4th St, Emmett  
Project No. A013(493), Key No. 13493

The undersigned entity agrees to the utility relocation, adjustment, or removal of its facilities within the construction limits of this project, as shown on the plans and work schedule included herein and hereby waives further written notice and opportunity for hearing under the provisions of Section 40-312(3) of the Idaho Code, relative to the relocation, adjustment, or removal of its facilities.

Excerpt from Section 40-312(3) of the Idaho Code:

“Whenever the board shall determine, after notice and opportunity for hearing, that it is necessary that any facilities which now are, or hereafter may be, located in, on, along, over, across, through or under any federal-aid primary or secondary system or on the interstate system, including extensions within urban areas, should be relocated, the utility owning or operating the facilities shall relocate them in accordance with the order of the board.”

**CABLE ONE**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

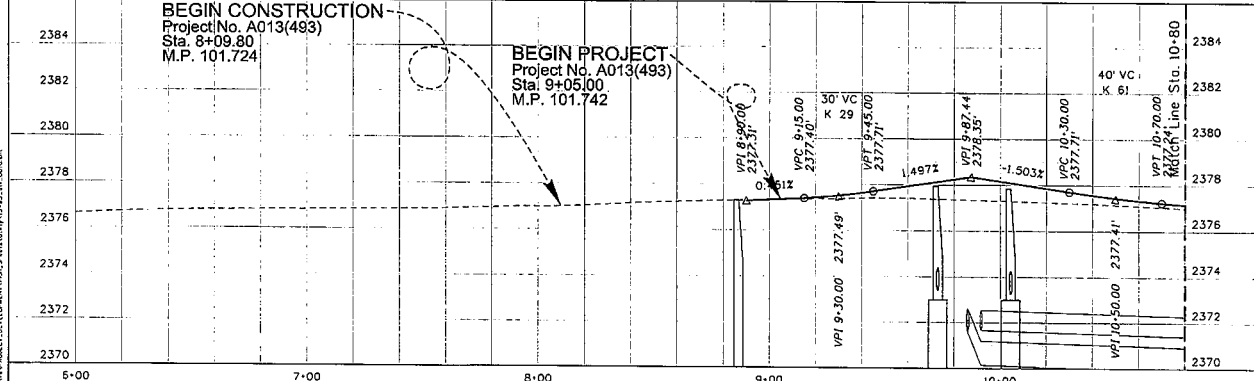
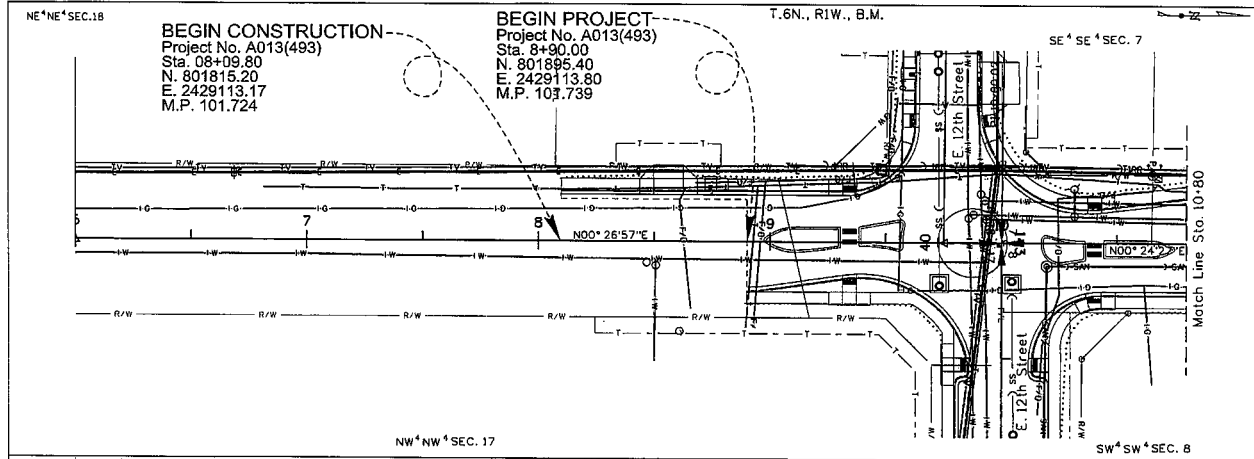
PRINTED NAME: \_\_\_\_\_

Utility Contact Information:

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



- 1 Idaho Power-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Idaho Power at Company's Expense.
- 2 Cable One-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Cable One at Company's Expense.
- 3 Century Link-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Century Link at Company's Expense.
- 4 All Fiber Optic Facilities Shall be Relocated to Behind the Back of Sidewalk by the Company at the Company's Expense.
- 5 Intermountain Gas Facility Relocations Are Not Anticipated.
- 6 Domestic Water and Sewer Facility Relocations Are Not Anticipated.
- 7 See Roadway Plan and Profile for Relocation of Irrigation Links Which is Part of this Contract.
- 8 See Drainage Plan and Profile Sheets for Storm Sewer Improvements That Are Part of this Project.

**LEGEND - Existing:**

Gas	— G —	5
Electrical	— E —	1
Water	— W —	6
Irrigation	— I —	7
Fiber Optic	— F/O —	4
Telephone	— T —	3
Television	— TV —	2
Lighting Electrical	— LE —	1
Sanitary Sewer	— SS —	6

NO.	DATE	BY	REVISIONS DESCRIPTION

DESIGNED	E. Hulslander
DESIGN CHECKED	J. Walker
DETAILED	A. Hafen
DRAWING CHECKED	M. Thorne

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

**IDAHO TRANSPORTATION DEPARTMENT**

CADD FILE NAME: 13493\_wb\_001a.shx

DRAWING DATE: September 2018

**KELLER ASSOCIATES**

PROJECT NO.	A013(493)
UTILITY SHEET	STC-7169 S JOHNS AVE, E 12TH TO E 4TH ST, EMMETT

**English**

COUNTY: Gem

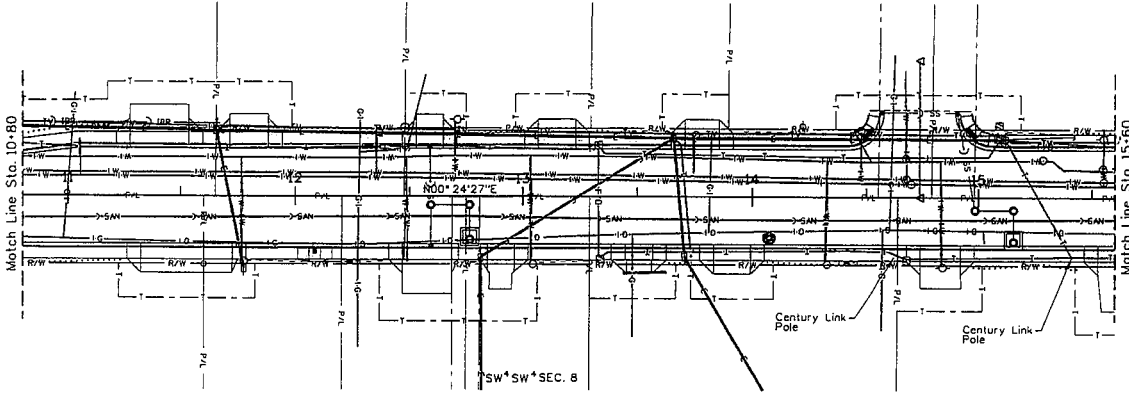
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SHEET 82 OF 89

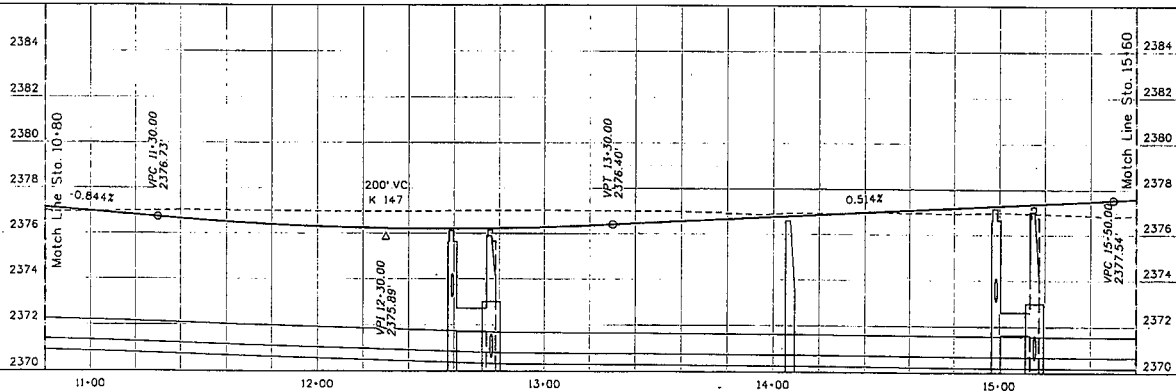


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T.6N., R1W., B.M.  
SE 4 SE 4 SEC. 7



- 1 Idaho Power-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Idaho Power at Company's Expense.
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- 7 See Roadway Plan and Profile Sheets for Storm Sewer Relocation Line Which is Part of This Contract.
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LEGEND - Existing:

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Electrical	— E —	1
Water	— W —	6
Irrigation	— I —	7
Fiber Optic	— F/O —	4
Telephone	— T —	3
Television	— TV —	2
Lighting Electrical	— LE —	1
Sanitary Sewer	— S/S —	6

PROJECT: 100-200-10-00  
 8/17/2018 10:00 AM  
 100-200-10-00

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	E. Hulslander
DESIGN CHECKED	J. Walker
DETAILED	A. Hafen
DRAWING CHECKED	A. Thorne

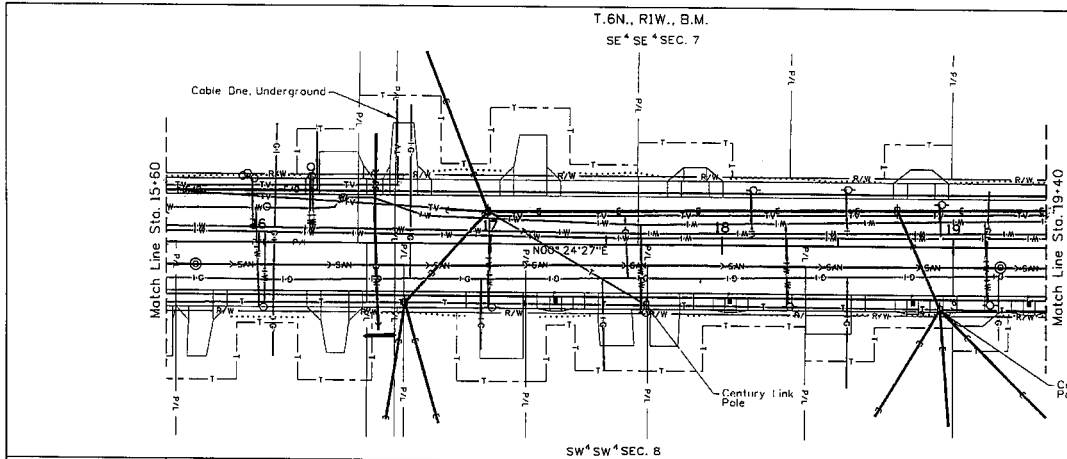
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 DRAWING DATE: September 2018  
**KELLER ASSOCIATES K**

PROJECT NO. A013(493)  
 UTILITY SHEET

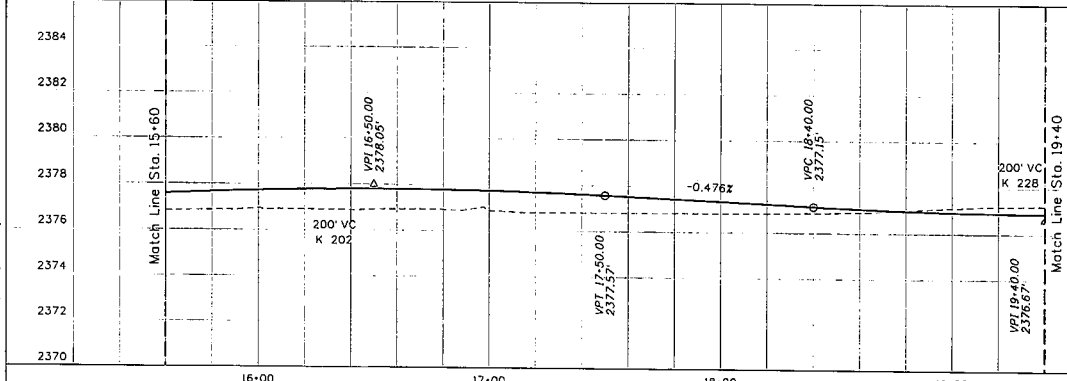
STC-7169 S JOHNS AVE.  
 E 12TH TO E 4TH ST,  
 EMMETT

**English**  
 COUNTY GRM  
 KEY NUMBER 13493  
 SHEET 83 OF 89





- 1 Idaho Power-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Idaho Power at Company's Expense.
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**LEGEND - Existing:**

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Sanitary Sewer	— S-W —	8

REVISIONS		
NO.	DATE	BY

DESIGNED	E. Hulslander
DESIGN CHECKED	J. Walker
DETAILED	A. Hefen
DRAWING CHECKED	M. Thorne

**IDAHO TRANSPORTATION DEPARTMENT**

**KELLER ASSOCIATES**

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

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DRAWING DATE: September 2018

PROJECT NO. A013(493)

UTILITY SHEET

STC-7169 S JOHNS AVE,  
E 12TH TO E 4TH ST,  
EMMETT

**English**

COUNTY: Gem

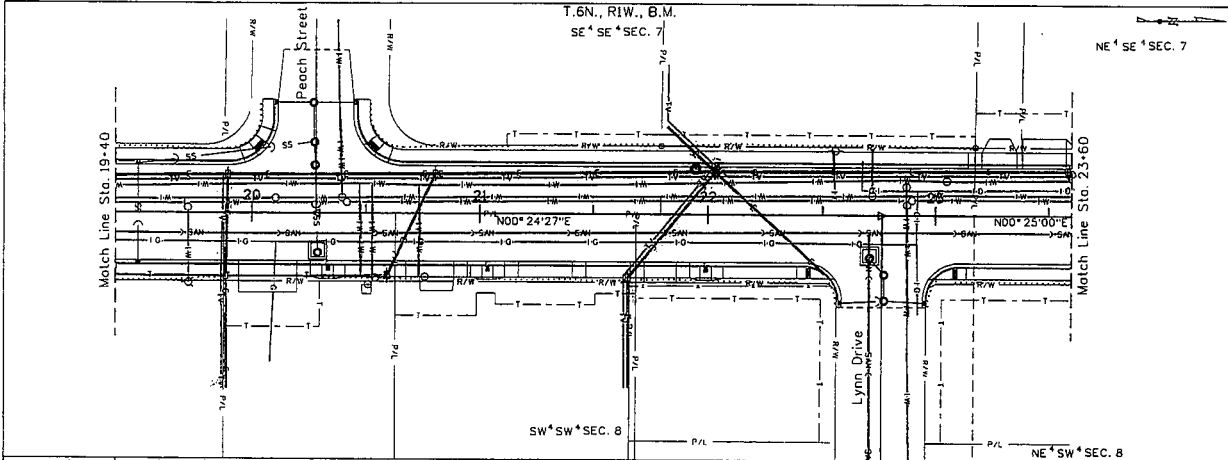
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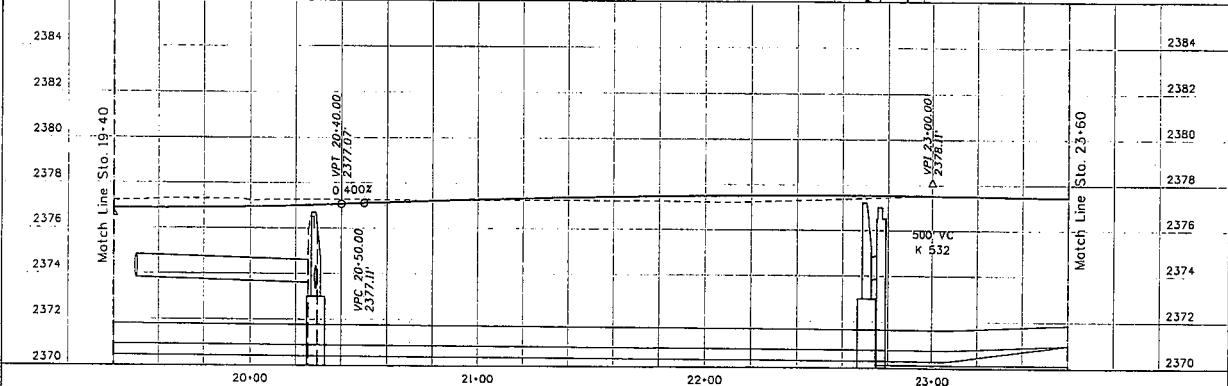


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- 4 All Fiber Optic Facilities Shall be Relocated to Behind the Back of Sidewalk by the Company of the Company's Expense.
- 5 Intermountain Gas Facility Relocations Are Not Anticipated.
- 6 Domestic Water and Sewer Facility Relocations Are Not Anticipated.
- 7 See Roadway Plan and Profile for Relocation of Irrigation Line Which is Part of This Contract.
- 8 See Drainage Plan and Profile Sheets for Storm Sewer Improvements That Are Part of This Project.



**LEGEND - Existing:**

Gas	— G —	5
Electrical	— E —	1
Water	— W —	6
Irrigation	— I —	7
Fiber Optic	— F/O —	4
Telephone	— T —	3
Television	— TV —	2
Lighting Electrical	— L —	1
Sanitary Sewer	— SAN —	6

REVISIONS		
NO.	DATE	DESCRIPTION

DESIGNED	E. Hylstander
DESIGN CHECKED	J. Walker
DETAILED	A. Hofen
DRAWING CHECKED	K. Thorne

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY.

**IDAHO TRANSPORTATION DEPARTMENT**

**KELLER ASSOCIATES**

PROJECT NO.	A013(493)
UTILITY SHEET	STC-7169 S JOHNS AVE, E 12TH TO E 4TH ST, EMMETT

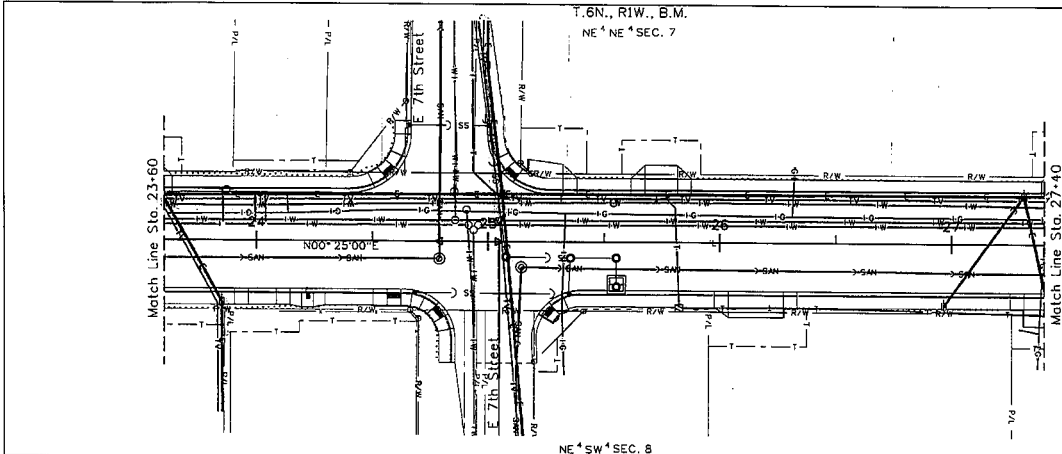
**English**

COUNTY Gem

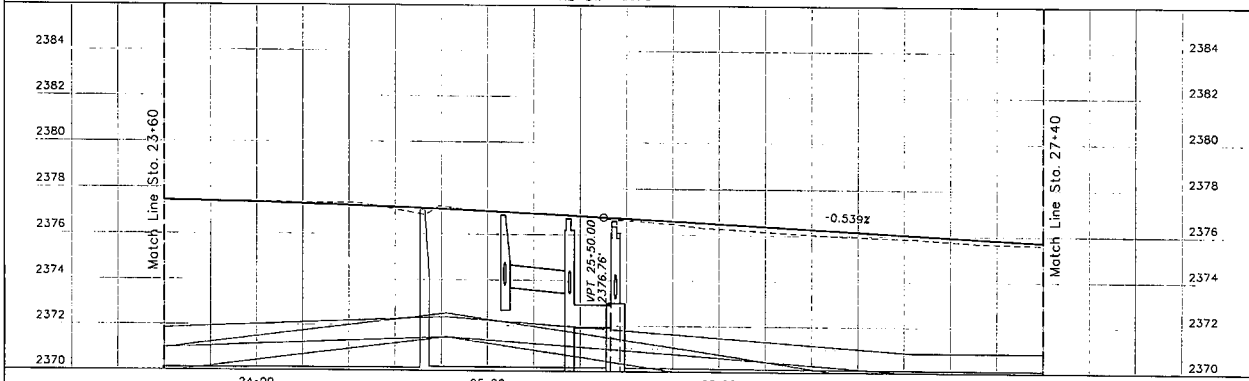
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SHEET 85 OF 89

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- 1 Idaho Power-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Idaho Power at Company's Expense.
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- 8 See Drainage Plan and Profile for Relocations That Are Part of This Project.



LEGEND - Existing:

Gas	—IG—	5
Electrical	—E—	1
Water	—W—	6
Irrigation	—IR—	7
Fiber Optic	—FO—	4
Telephone	—T—	3
Television	—TV—	2
Lighting Electrical	—LE—	1
Sanitary Sewer	—SS—	6

NO.	DATE	BY	REVISIONS DESCRIPTION

DESIGNED	E. Hulstander
DESIGN CHECKED	J. Walker
DETAILED	A. Hafen
DRAWING CHECKED	M. Thorne

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 13493\_0111\_0050.dwg

DRAWING DATE: September 2018

**IDAHO TRANSPORTATION DEPARTMENT**

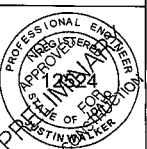
**KELLER ASSOCIATES**

PROJECT NO.	A013(493)
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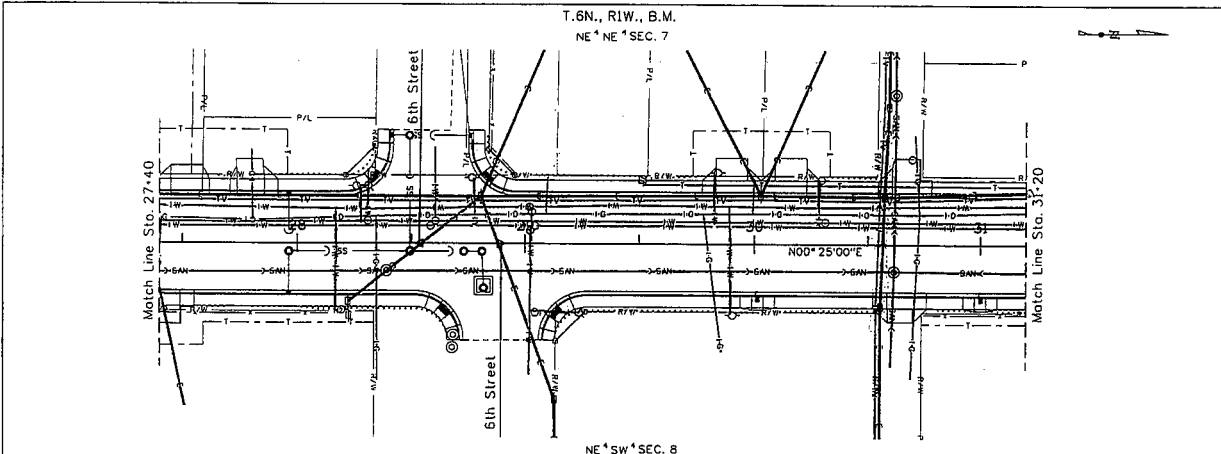
UTILITY SHEET

STC-7169 S JOHNS AVE,  
E 12TH TO E 4TH ST,  
EMMETT

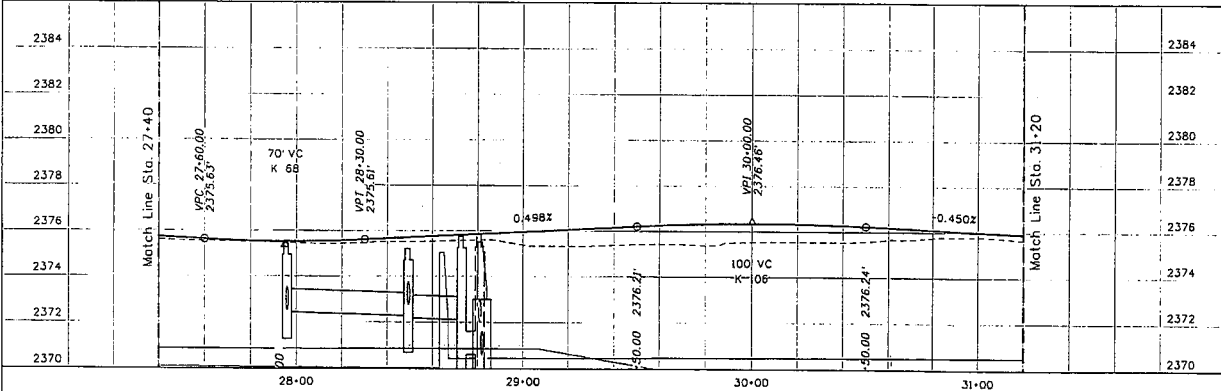
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KEY NUMBER	13493
SHEET	86 OF 89



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LEGEND - Existing:

Gas	—r—	5
Electrical	—e—	1
Water	—w—	6
Irrigation	—ir—	7
Fiber Optic	—f/o—	4
Telephone	—t—	3
Television	—tv—	2
Lighting Electrical	—le—	1
Sanitary Sewer	—s—	6

REVISIONS		
NO.	DATE	DESCRIPTION

DESIGNED	E. Hufstader
DESIGN CHECKED	J. Walker
DETAILED	A. Hofen
DRAWING CHECKED	M. Thorne

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

**IDAHO TRANSPORTATION DEPARTMENT**

CADD FILE NAME: 13493\_ute\_0060.dwg

DRAWING DATE: September 2018

**KELLER ASSOCIATES**

PROJECT NO.	A013(493)
UTILITY SHEET	STC-7169 S JOHNS AVE, E 12TH TO E 4TH ST, EMMETT

**English**

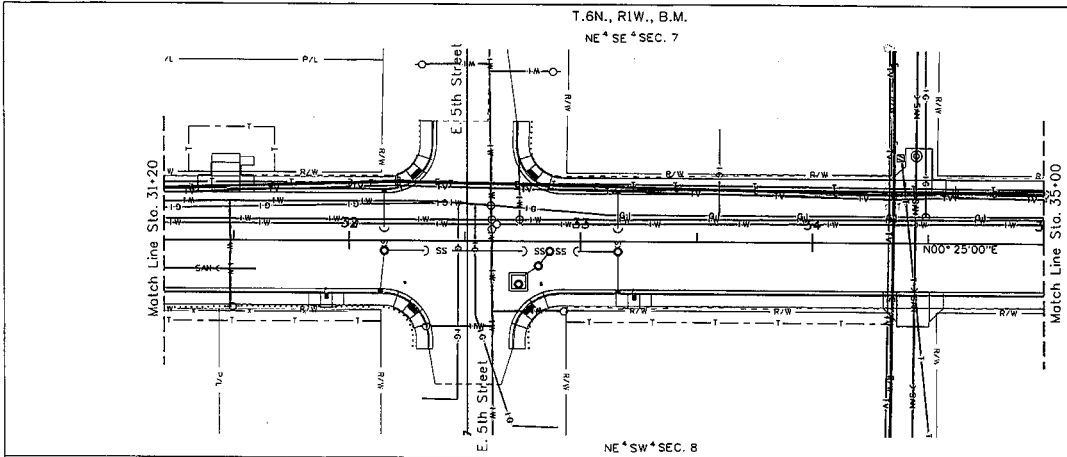
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KEY NUMBER: 13493

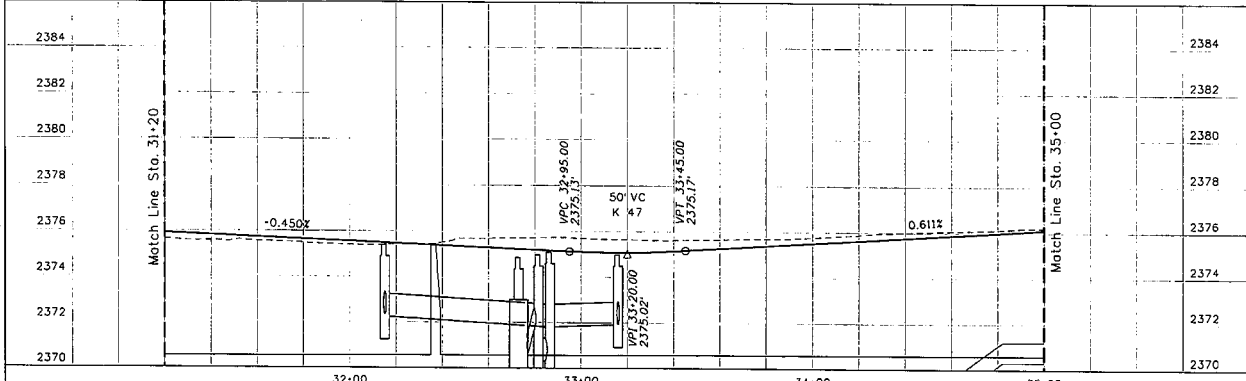
SHEET 87 OF 89

PROFESSIONAL ENGINEER  
APPROVED  
SEP 24 2018  
STATE OF IDAHO  
D. STEPHEN WALKER

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LEGEND - Existing:

Gas	— G —	5
Electrical	— E —	1
Water	— W —	6
Irrigation	— I —	7
Fiber Optic	— F/O —	4
Telephone	— T —	3
Television	— TV —	2
Lighting Electrical	— LE —	1
Sanitary Sewer	— SSW —	8

NO.	DATE	BY	REVISIONS DESCRIPTION

DESIGNED E. Hulstander  
 DESIGN CHECKED J. Walker  
 DETAILED A. Nefen  
 DRAWING CHECKED M. Thorne

SCALES SHOWN ARE FOR 11" x 17" PRINTS ONLY

CADD FILE NAME 13493\_vll\_002a.shx  
 DRAWING DATE: September 2018

**IDAHO TRANSPORTATION DEPARTMENT**

**KELLER ASSOCIATES**

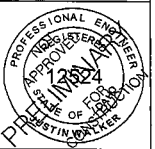
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UTILITY SHEET

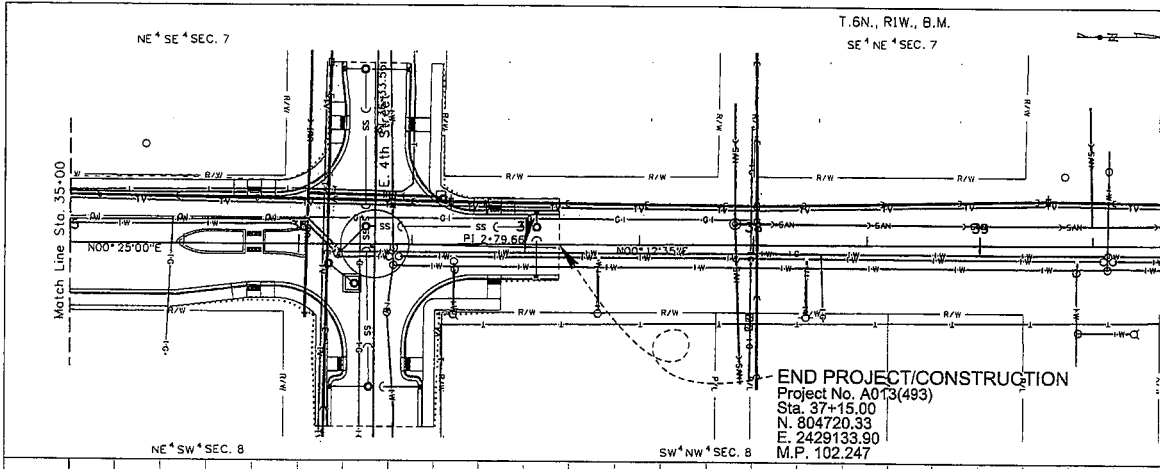
STC-7169 S JOHNS AVE,  
 E 12TH TO E 4TH ST,  
 EMMETT

**English**

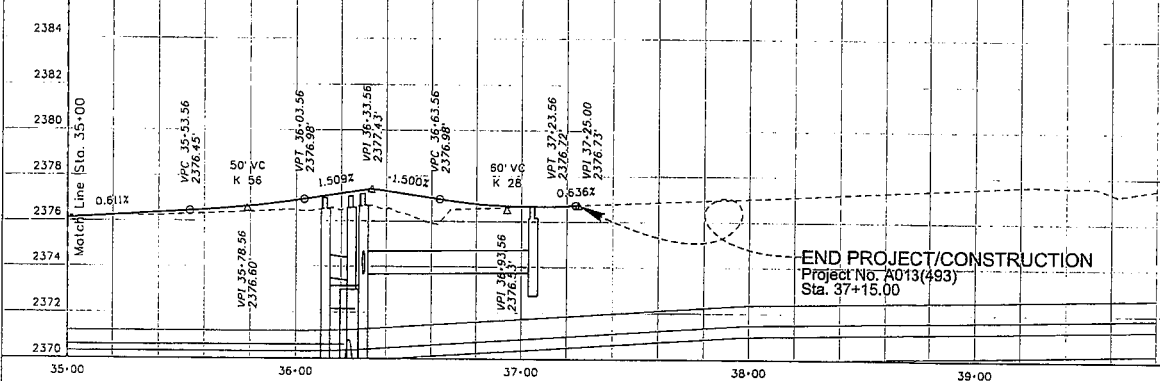
COUNTY Gem  
 KEY NUMBER 13493  
 SHEET 88 of 89



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- 1 Idaho Power-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Idaho Power at Company's Expense.
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LEGEND - Existing:

Gas	—G—	5
Electrical	—E—	1
Water	—W—	6
Irrigation	—IR—	7
Fiber Optic	—FO—	4
Telephone	—T—	3
Television	—TV—	2
Lighting Electrical	—LE—	1
Sanitary Sewer	—SS—	6

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	E. Hulstander
DESIGN CHECKED	J. Walker
DETAILED	A. Halen
DRAWING CHECKED	M. Thorne

SCALES SHOWN	ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME	13493_u1d_0086.shx
DRAWING DATE	September 2018

**IDAHO TRANSPORTATION DEPARTMENT**

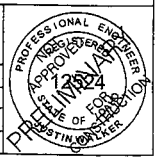


**KELLER ASSOCIATES**

PROJECT NO.	A013(493)
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UTILITY SHEET	STC-7169 S JOHNS AVE, E 12TH TO E 4TH ST, EMMETT
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<b>English</b>	
COUNTY	Gem
KEY NUMBER	13493
SHEET	89 OF 89



Please sign and return to:

*Dawn Carroll*  
*Keller Associates, Inc.*  
*131 SW 5<sup>th</sup> Avenue, Suite A*  
*Meridian, Idaho 83642*  
*[dcarroll@kellerassociates.com](mailto:dcarroll@kellerassociates.com)*  
*208-288-1992*

**WAIVER OF HEARING**

**For The Idaho Transportation Department**

STC-7169 S Johns Ave, E 12th to 4th St, Emmett  
Project No. A013(493), Key No. 13493

The undersigned entity agrees to the utility relocation, adjustment, or removal of its facilities within the construction limits of this project, as shown on the plans and work schedule included herein and hereby waives further written notice and opportunity for hearing under the provisions of Section 40-312(3) of the Idaho Code, relative to the relocation, adjustment, or removal of its facilities.

Excerpt from Section 40-312(3) of the Idaho Code:

“Whenever the board shall determine, after notice and opportunity for hearing, that it is necessary that any facilities which now are, or hereafter may be, located in, on, along, over, across, through or under any federal-aid primary or secondary system or on the interstate system, including extensions within urban areas, should be relocated, the utility owning or operating the facilities shall relocate them in accordance with the order of the board.”

**CABLE ONE**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

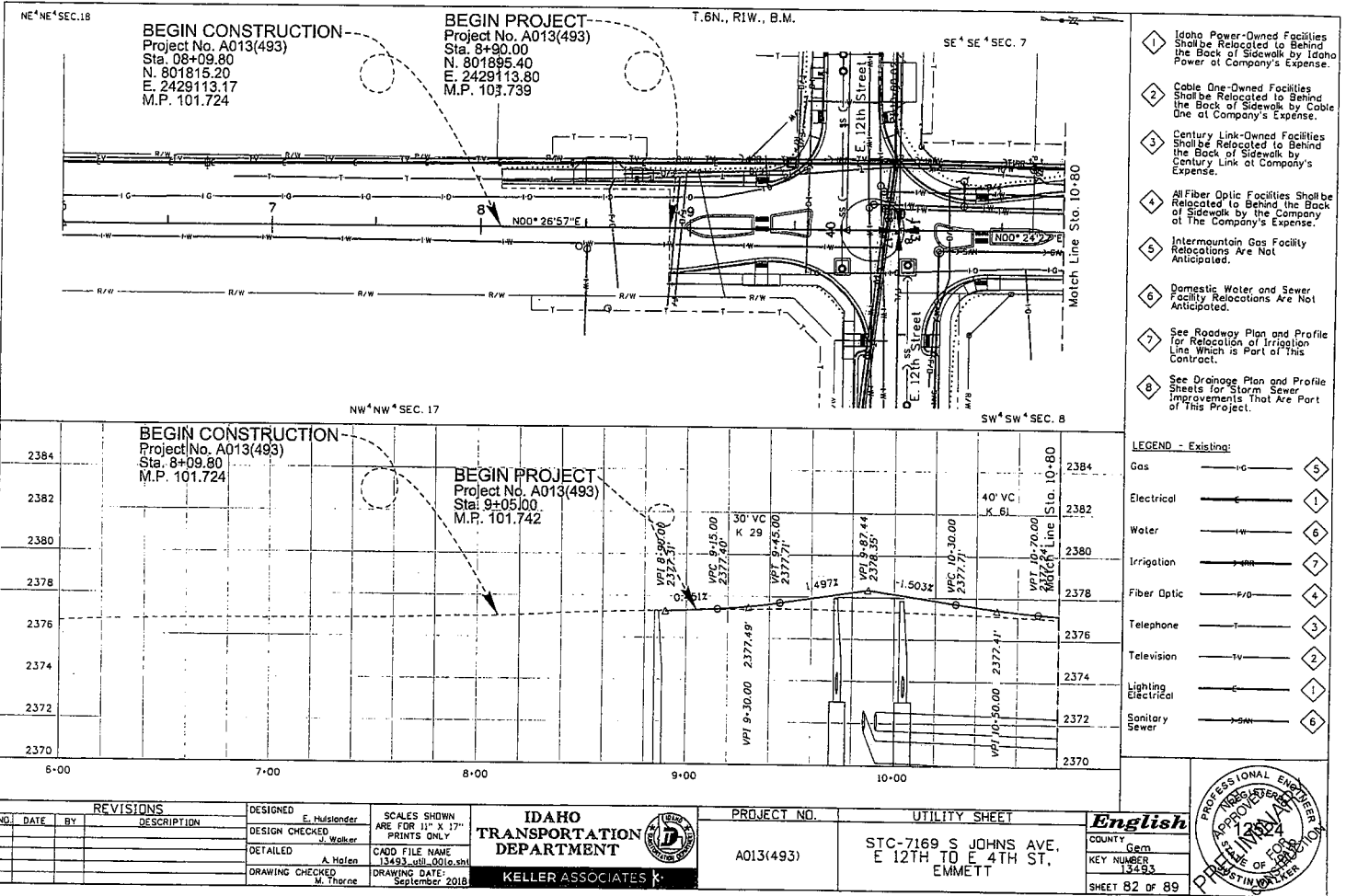
PRINTED NAME: \_\_\_\_\_

Utility Contact Information:

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



- 1 Idaho Power-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Idaho Power at Company's Expense.
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- 8 See Drainage Plan and Profile Sheets for Storm Sewer Improvements That Are Part of this Project.

LEGEND - Existing:

Gas	—G—	5
Electrical	—E—	1
Water	—W—	6
Irrigation	—IR—	7
Fiber Optic	—F/O—	4
Telephone	—T—	3
Television	—TV—	2
Lighting Electrical	—LE—	1
Sanitary Sewer	—S/S—	6



REVISIONS		
NO.	DATE	BY

DESIGNED	E. Hulstender
DESIGN CHECKED	A. Walker
DETAILED	A. Hefen
DRAWING CHECKED	M. Thorne

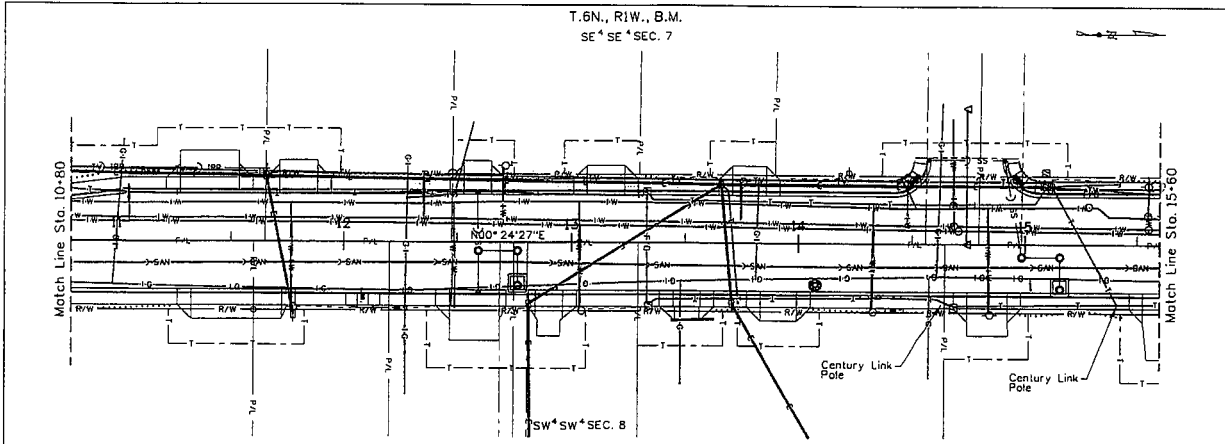
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DRAWING DATE	September 2018

**IDAHO TRANSPORTATION DEPARTMENT**  
**KELLER ASSOCIATES**

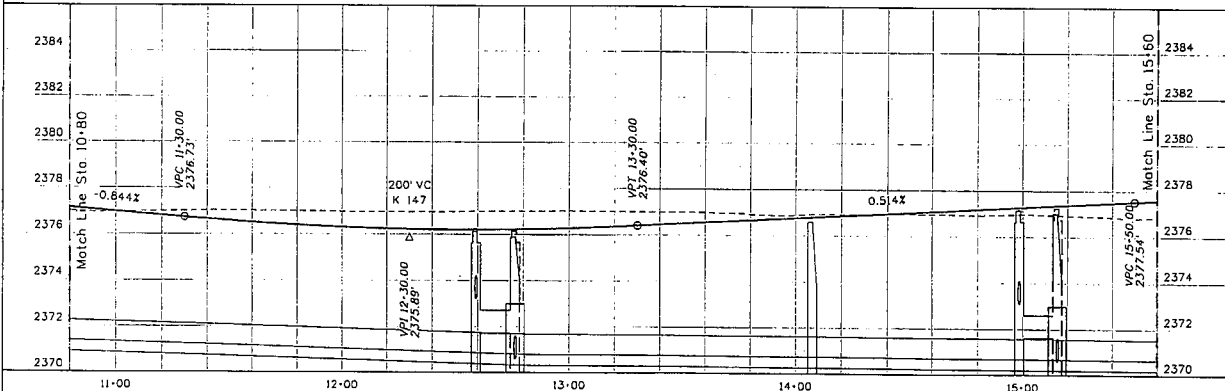
PROJECT NO.	A013(493)
UTILITY SHEET	STC-7169 S JOHNS AVE, E 12TH TO E 4TH ST, EMMETT

**English**  
 COUNTY: Gem  
 KEY NUMBER: 13493  
 SHEET 82 OF 89

REVISIONS: 13493\_util\_0010.shd  
 DATE: 9/27/2018  
 TIME: 10:52:15 AM  
 USER: jmonter



- 1 Idaho Power-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Idaho Power at Company's Expense.
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- 8 See Drainage Plan and Profile for Relocation of Storm Sewer Improvements That Are Part of This Project.



**LEGEND - Existing:**

Gas	—G—	5
Electrical	—E—	1
Water	—W—	6
Irrigation	—I—	7
Fiber Optic	—F/O—	4
Telephone	—T—	3
Television	—TV—	2
Lighting Electrical	—LE—	1
Sanitary Sewer	—S/S—	6

REVISIONS		
NO.	DATE	DESCRIPTION

DESIGNED	E. Hulstender
DESIGN CHECKED	V. Walker
DETAILED	A. Holen
DRAWING CHECKED	M. Thorne

SCALES SHOWN ARE FOR 11" x 17" PRINTS ONLY

**IDAHO TRANSPORTATION DEPARTMENT**

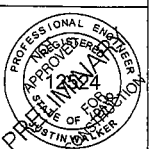
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DRAWING DATE: September 2018

**KELLER ASSOCIATES**

PROJECT NO. A013(493)

UTILITY SHEET  
STC-7169 S JOHNS AVE,  
E 12TH TO E 4TH ST,  
EMMETT

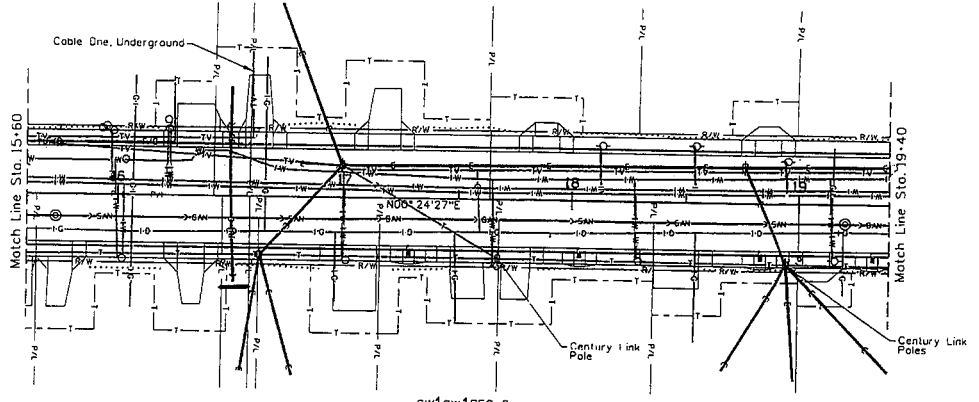
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COUNTY Gem  
KEY NUMBER 13493  
SHEET 83 OF 89



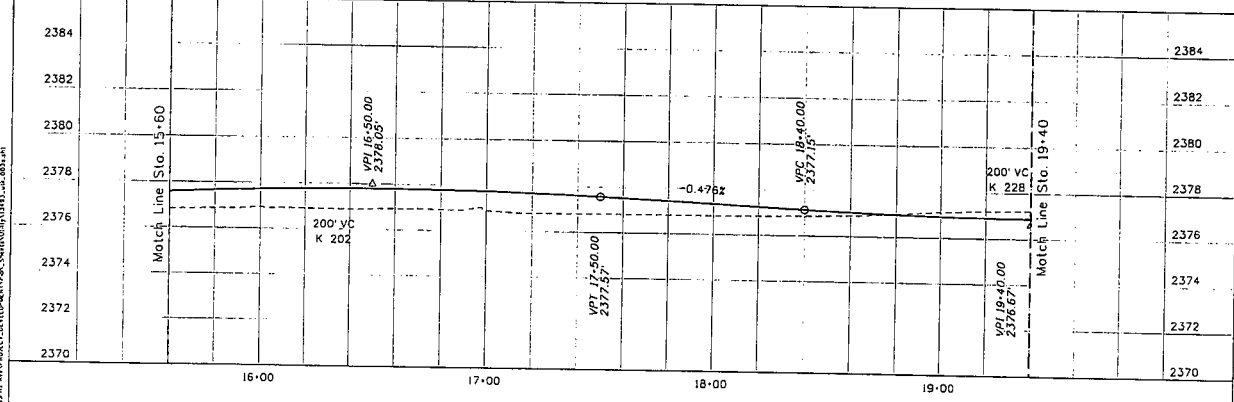
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T.6N., R1W., B.M.  
SE \* SE \* SEC. 7



SW \* SW \* SEC. 8



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LEGEND - Existing:

Gas	—C—	5
Electrical	—E—	1
Water	—W—	6
Irrigation	—IR—	7
Fiber Optic	—FO—	4
Telephone	—T—	3
Television	—TV—	2
Lighting Electrical	—LE—	7
Sanitary Sewer	—SS—	6

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NO.	DATE	BY	DESCRIPTION

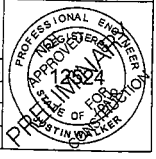
DESIGNED	E. Hulslander
DESIGN CHECKED	J. Walker
DETAILED	A. Moran
DRAWING CHECKED	M. Thorne

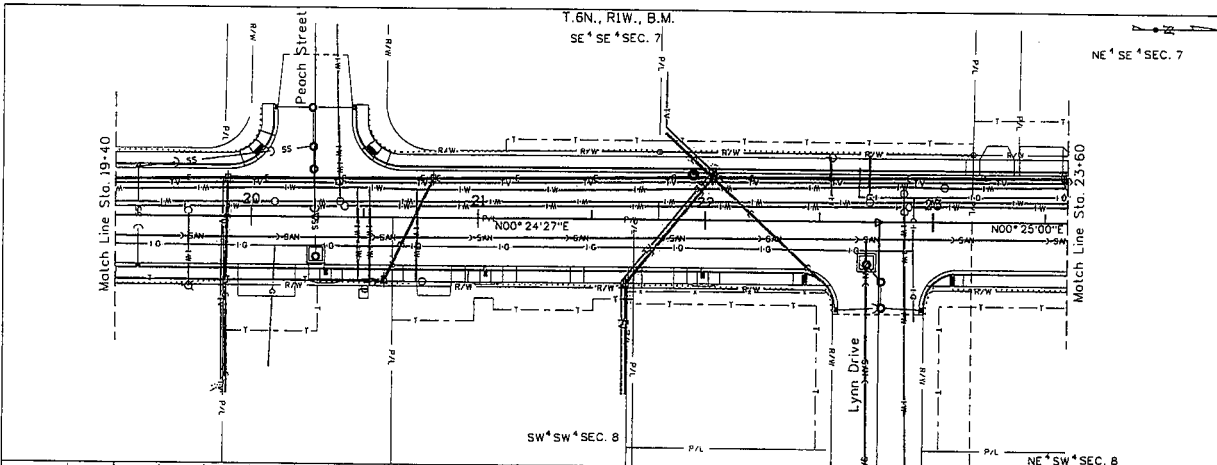
SCALES SHOWN ARE FOR 11" x 17" PRINTS ONLY  
**IDAHO TRANSPORTATION DEPARTMENT**  
  
 KELLER ASSOCIATES

PROJECT NO.	A013(493)
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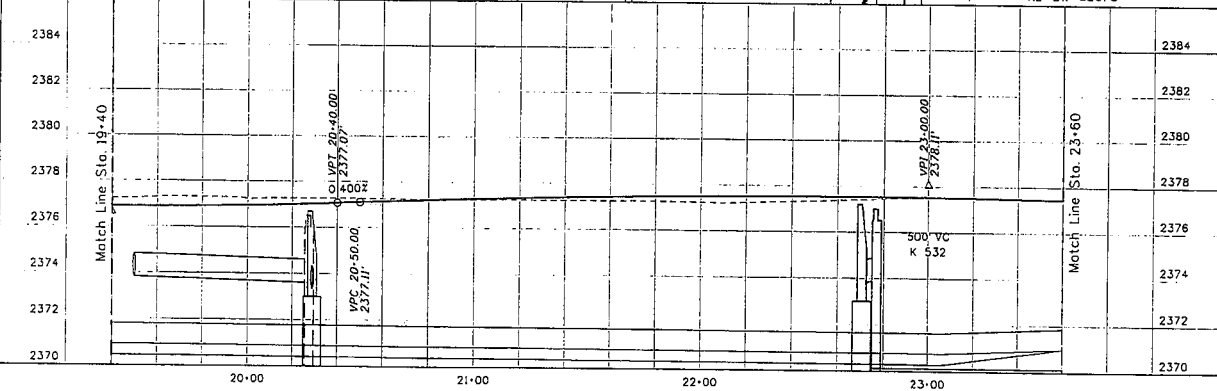
UTILITY SHEET  
 STC-7169 S JOHNS AVE,  
 E 12TH TO E 4TH ST,  
 EMMETT

COUNTY	Gem
KEY NUMBER	13493
SHEET	84 OF 89





- 1 Idaho Power-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Idaho Power at Company's Expense.
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LEGEND - Existing:

Gas	—g—	5
Electrical	—e—	1
Water	—w—	6
Irrigation	—ir—	7
Fiber Optic	—f/o—	4
Telephone	—t—	3
Television	—tv—	2
Lighting Electrical	—le—	1
Sanitary Sewer	—s/s—	6

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED: E. Hulslander  
 DESIGN CHECKED: J. Walker  
 DETAILED: A. Halen  
 DRAWING CHECKED: M. Thorne

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY  
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 DRAWING DATE: September 2018

IDAHO TRANSPORTATION DEPARTMENT  
 KELLER ASSOCIATES

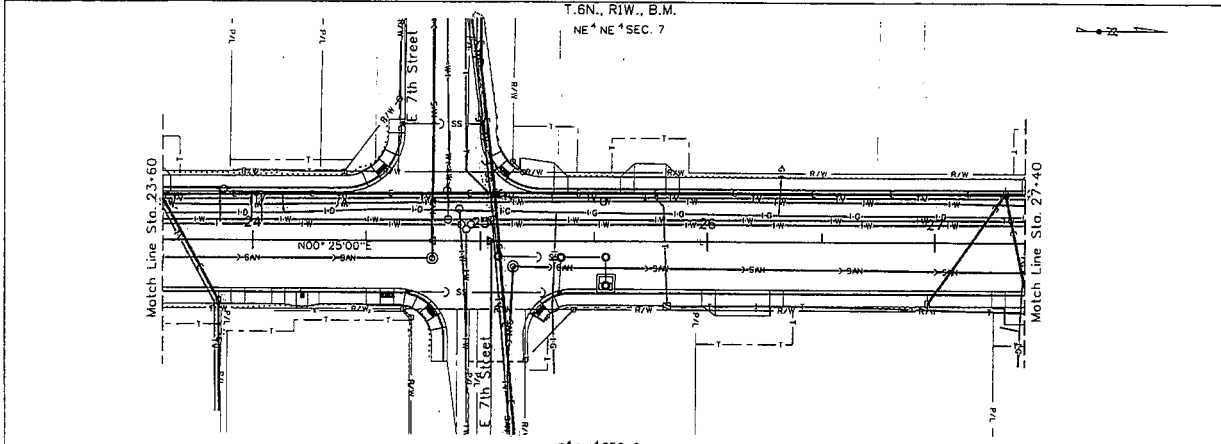
PROJECT NO. A013(493)

UTILITY SHEET  
 STC-7169 S JOHNS AVE,  
 E 12TH TO E 4TH ST,  
 EMMETT

English  
 COUNTY Gem  
 KEY NUMBER 13493  
 SHEET 85 OF 89

PROFESSIONAL ENGINEER  
 APPROVED FOR  
 STATE OF IDAHO  
 EXPIRES 12/31/2018

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- 1 Idaho Power-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Idaho Power at Company's Expense.
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LEGEND - Existing:

Gas	—G—	5
Electrical	—E—	1
Water	—W—	6
Irrigation	—IR—	7
Fiber Optic	—FO—	4
Telephone	—T—	3
Television	—TV—	2
Lighting Electrical	—LE—	1
Sanitary Sewer	—SS—	6

NO.	DATE	BY	DESCRIPTION

DESIGNED E. Hjalander  
 DESIGN CHECKED J. Walter  
 DETAILED A. Hefen  
 DRAWING CHECKED M. Thorne

CADD FILE NAME 13493\_ult\_0050.shx  
 DRAWING DATE: September 2018

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

**IDAHO TRANSPORTATION DEPARTMENT**

**KELLER ASSOCIATES**

PROJECT NO. A013(493)

UTILITY SHEET

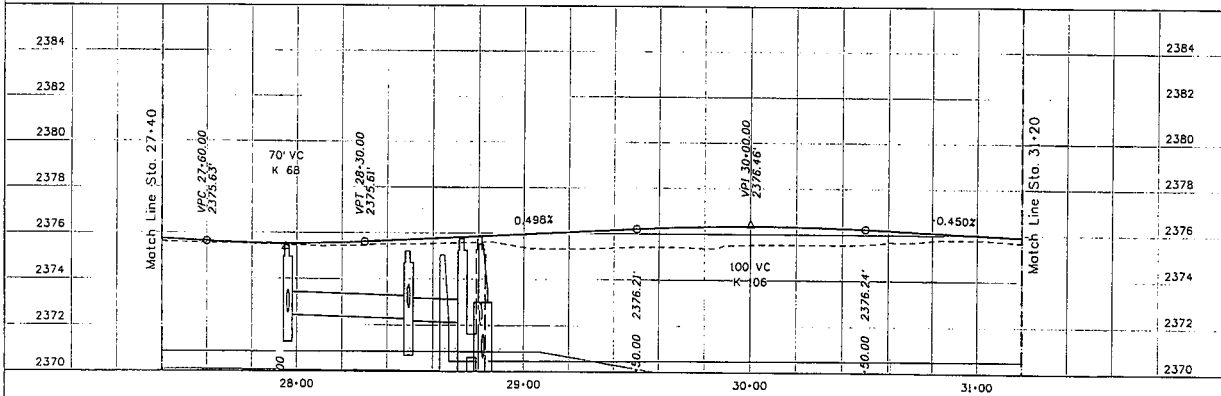
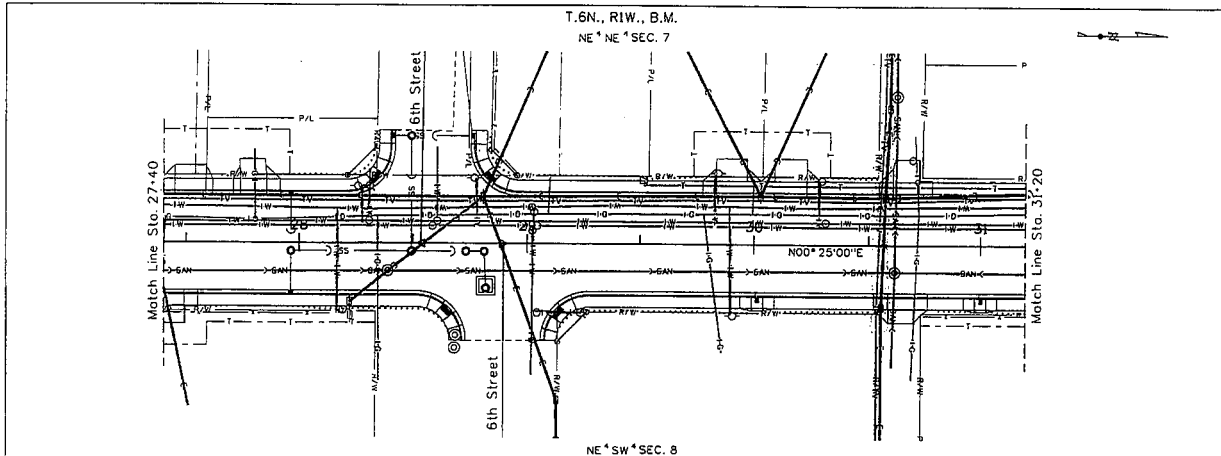
STC-7169 S JOHNS AVE.  
 E 12TH TO E 4TH ST,  
 EMMETT

**English**

COUNTY Gem  
 KEY NUMBER 13493  
 SHEET 86 OF 89



PROJECT: 103, 604, 113, 124  
 8/17/2018 1:23:04 PM I:\PROJECTS\DEVELOPMENT\103, 604, 113, 124\103, 604, 113, 124.dwg



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- 8 See Drainage Plan and Profile Sheets for Storm Sewer Improvements That Are Part of This Project.

LEGEND - Existing:

Gas	—G—	5
Electrical	—E—	1
Water	—W—	6
Irrigation	—IR—	7
Fiber Optic	—FO—	4
Telephone	—T—	3
Television	—TV—	2
Lighting Electrical	—LE—	1
Sanitary Sewer	—SS—	6

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED E. Hulslander	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED J. Walker	CADD FILE NAME 13493_U01_006a.sh
DETAILED A. Hafen	
DRAWING CHECKED M. Thorne	DRAWING DATE: September 2018

**IDAHO TRANSPORTATION DEPARTMENT**



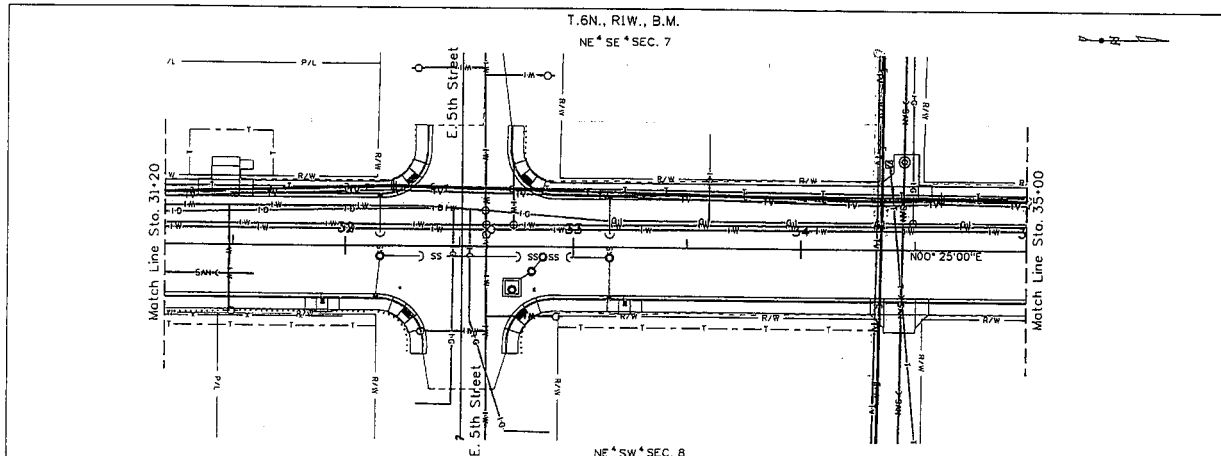
**KELLER ASSOCIATES**

PROJECT NO. A013(493)
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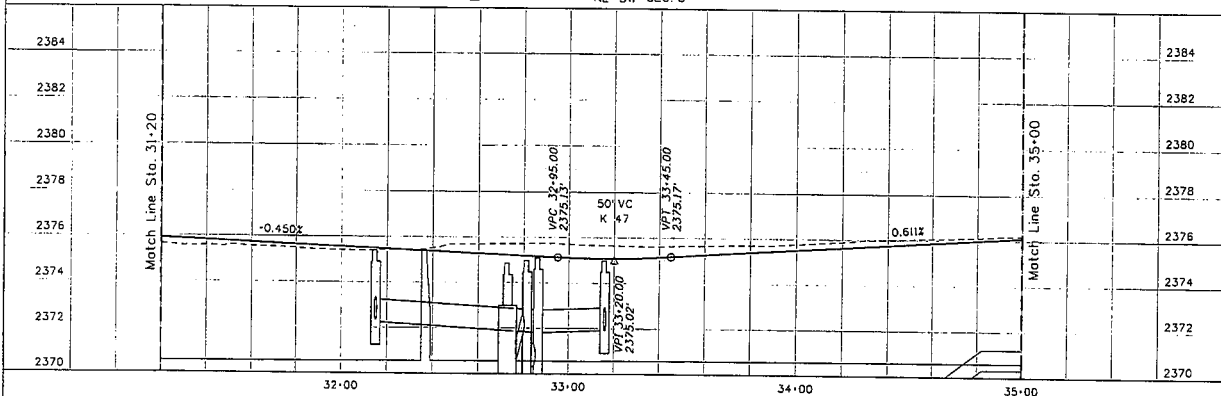
UTILITY SHEET STC-7169 S JOHNS AVE, E 12TH TO E 4TH ST, EMMETT
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<b>English</b>
COUNTY Gem
KEY NUMBER 13493

02/04/2018 10:24:41 AM  
 9/27/2018 1:10:04 PM  
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- 1 Idaho Power-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Idaho Power at Company's Expense.
- 2 Cable One-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Cable One at Company's Expense.
- 3 Century Link-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Century Link at Company's Expense.
- 4 All Fiber Optic Facilities Shall be Relocated to Behind the Back of Sidewalk by the Company at The Company's Expense.
- 5 Intermountain Gas Facility Relocations Are Not Anticipated.
- 6 Domestic Water and Sewer Facility Relocations Are Not Anticipated.
- 7 See Roadway Plan and Profile for Relocation of Irrigation Line Which is Part of This Contract.
- 8 See Drainage Plan and Profile for Relocation of Storm Sewer Improvements That Are Part of This Project.



LEGEND - Existing:

Gas	—G—	5
Electrical	—E—	1
Water	—W—	6
Irrigation	—I—	7
Fiber Optic	—FO—	4
Telephone	—T—	3
Television	—TV—	2
Lighting Electrical	—LE—	1
Sanitary Sewer	—SS—	6

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED E. Huilander	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY  CADD FILE NAME 13493_uib_007a.dgn DRAWING DATE: September 2018
DESIGN CHECKED J. Walker	
DETAILED A. Hafen	
DRAWING CHECKED M. Thorne	

**IDAHO TRANSPORTATION DEPARTMENT**

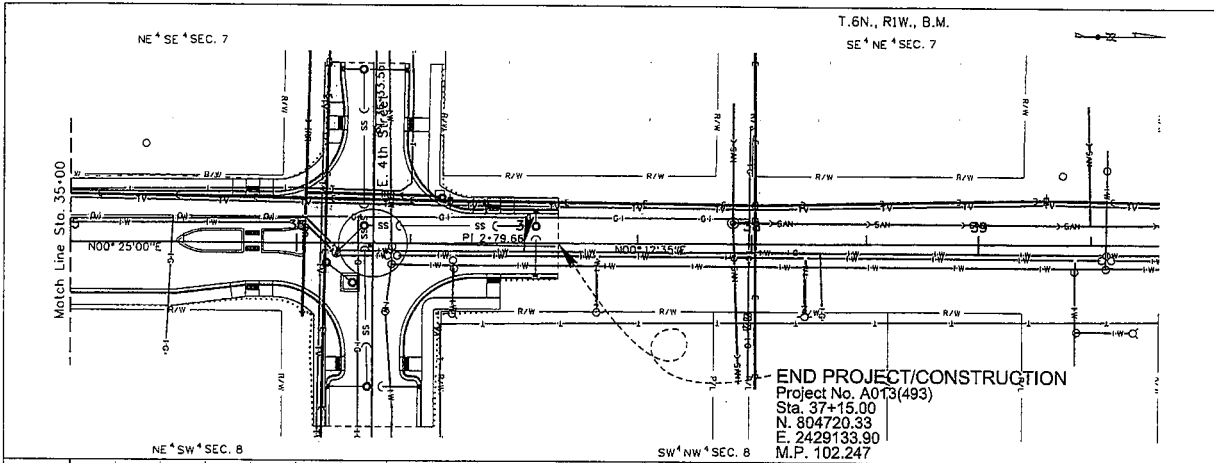
**KELLER ASSOCIATES**

PROJECT NO. A013(493)	UTILITY SHEET STC-7169 S JOHNS AVE, E 12TH TO E 4TH ST, EMMETT
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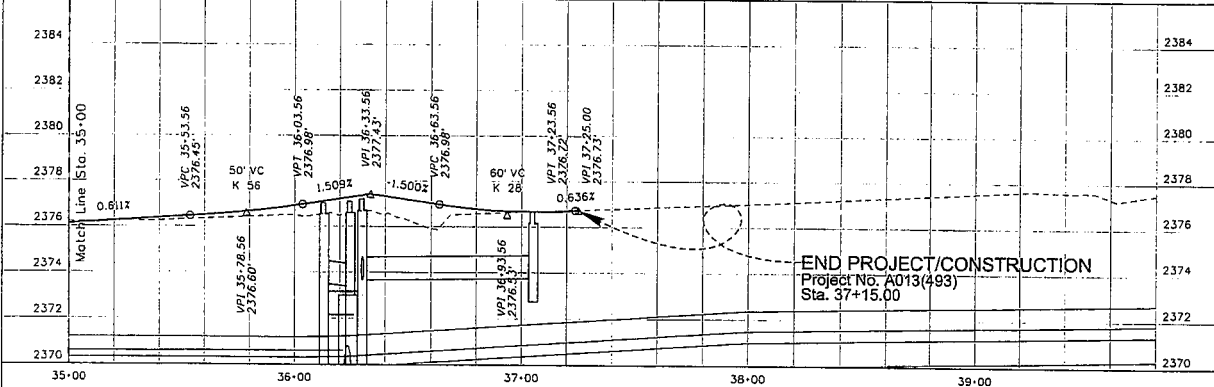
**English**

COUNTY Gem  
KEY NUMBER 13493  
SHEET 88 OF 89

PREPARED BY: E. Huilander, J. Walker, A. Hafen, M. Thorne  
 DATE: 9/27/2018



- 1 Idaho Power-Owned Facilities Shall be Relocated to Behind the Back of Sidewalk by Idaho Power at Company's Expense.
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LEGEND - Existing:

Gas	—G—	5
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Water	—W—	6
Irrigation	—IR—	7
Fiber Optic	—FO—	4
Telephone	—T—	3
Television	—TV—	2
Lighting Electrical	—LE—	1
Sanitary Sewer	—SS—	6

NO.	DATE	BY	DESCRIPTION	DESIGNED	DESIGN CHECKED	DETAILED	DRAWING CHECKED	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	CADD FILE NAME	DRAWING DATE	PROJECT NO.	UTILITY SHEET	KEY NUMBER	SHEET 89 OF 89
				E. Hulslander	J. Walker	A. Halen	M. Thorne		1493_01_0089.shx	September 2018	A013(493)	STC-7169 S JOHNS AVE, E 12TH TO E 4TH ST, EMMETT	13493	

**IDAHO TRANSPORTATION DEPARTMENT**

**KELLER ASSOCIATES, INC.**

**English**

PROFESSIONAL ENGINEER  
 IDAHO  
 COUNTY Gem  
 KEY NUMBER 13493  
 SHEET 89 OF 89

PROJECT: STC-7169 S JOHNS AVE, EMMETT, IDAHO  
 DRAWING NO: 1493\_01\_0089