

## **Zoning Meeting 5-6-2019**

### **Public Hearings:**

#### **Ann 19-001- Annexation and Re-Zone, 2010 S. Johns Ave**

**Building Official/Zoning Administrator Brian Sullivan** gave the staff report and application summary.

**Applicant Thomas Hawksworth from Peak Engineering** 2285 W Windchime Dr Meridian, ID, has no new information to add to the public hearing but is here to answer any question that the zoning commission or the public may have.

**Chairman Slabaugh** asks Thomas if they have read the development agreement

**Applicant Thomas Hawksworth** states that they are fine with the permitted use.

**Chairman Slabaugh** asks if they understand the conditions from the agencies that submitted letters.

**Applicant Thomas Hawksworth** states that they understand

**Rita Nebeker** 2440 S Johns Ave Emmett ID has concerns with the fact that the ditch will be moved closer to her property and the 20ft easement that the ditch company requires would limit what she can do on her side of the property. She also has concerns with the access road that will be close to her property line, with potential noise from vehicles accessing the development. She is not against development just does not want it to be at her property liability she believes the developer should take the liability and place the ditch onto his property.

**Property Owner Johnathan Barrus** clarified that repairs to the 36" ditch is being made and a plan to bury the ditch to ease safety concerns and access to property after the ditch is moved for both property owners in the area. A vinyl fence would be installed on the developments side of the property to alleviate noise concerns.

**Chairman Slabaugh** asks if Rita will still have full access to her property.

**Property Owner Johnathan Barrus** the only area that may be impacted by that is the southern border of Rita's access as per the survey is across the property line and some trees. That if she wanted to continue to have full access to the road would need to be removed.

**Rita Nebeker** is still concerned with the 20ft easement the ditch company would need to maintain ditch.

**Property Owner Johnathan Barrus** was under the impression that the access road could be maintained to account for the 20ft. John states that he has the same constraints with having ditches on three sides.

**Attorney Jake Sweeten** states that he understands that these issues are important to the developing property but it has no bearing on decision the Zoning Commission has to make tonight on classification on the annexation. The issues that were brought up need to be resolved between property owners and not by the commission.

**Zoning Administrator** agrees with city attorney.

**Randy Bing 2050 and 2060 S Johns Ave Emmett ID** is not against the development just has concerns with traffic. He would like to see the speed decrease to 25-35 MPH from HWY 16 to Cherry Lane.

**Commissioner Vahlberg** made a motion to close the public hearing. **Commissioner Earls** seconded the motion. **Motion Carried.**

#### **PP 19-001- Harvest Valley Subdivision Phase 5 & 6 Preliminary Plat**

**Building Official/Zoning Administrator Brian Sullivan** gave the staff report and application summary and read agency letters to the Zoning Commission. Clarified that Neal Capps agency letter stated some requirements that do not apply because the road is a city roadway and no traffic study is required by the city if the lots do not exceed 100, but County Road and Bridge would like to have a traffic count completed. City Public Works agrees with TO Engineering In-Lieu contribution for open space. TO Engineering submitted a request to do an In-Lieu Contribution instead of providing open space due to utilities that had previously been installed that public works would prefer not to move. Brian referred to City Engineering Keller letter stating that they approved the changes that were submitted. Nacho Properties property owner off Quail Run road is requesting that a perimeter fence be installed by developer or the individual lot owners. Tax Collector letter stating that taxes have been paid in full. City Public Works letter gives previously installed utilities and utilities that still need to be installed and have required an engineering prepayment that has been paid. Last Chance Ditch Company submitted a letter with their requirements

**Commissioner Slabaugh** ask is the fence would be in the CCNR or Development agreement.

**Building Official/Zoning Administrator Brian Sullivan** confirms that a fence requirement can be added to CCNRs. He goes over location of Harvest Valley Phase 5 and 6 location to verify that zoning commission is familiar with the area being discussed.

**Commissioner Earls** asks about entrances into the development specifically the one off of Main St.

**Building Official/Zoning Administrator Brian** confirms the existing 2 entrances off Substation and Quail Run that go through existing subdivisions. And states that the Main St. entrance is proposed and not constructed yet.

**Commissioner Vahlberg** asks if there is a requirement on response time from Emergency Services.

**Building Official/Zoning Administrator Brian** states that EMS and Fire had been notified of the development application and no response was received.

**Commissioner Mackey** asks if Main St. will need to be widened.

**Building Official/Zoning Administrator Brian** states that it will not have to be widened due to property not going to Main St. and property does not front the road.

**Commissioner Earls** asks for location of Nacho Property and if it in the city limits.

**Building Official/Zoning Administrator Brian** states that Nacho property is not in City limits.

**Commissioner Butler** is concerned with the amount of new lots being added and only one entrance being added on Main ST.

**Commissioner Chapman** ask about subdivision landscape requirements.

**Building Official/Zoning Administrator Brian** confirms that because the property does not front the road it is not required to landscape.

**Attorney Sweeten** asks Brian to go over what open space means and how an in-lieu contribution would be enforced and then dedicated to the correct park fund.

**Building Official/Zoning Administrator Brian** explains what constitutes an open space and the dedication of in-lieu contribution to a specific park fund that can be used to maintain existing parks.

**Commissioner Earls** is concerned that she cannot distinguish any open space on the plat map.

**Building Official/Zoning Administrator Brian** states that there is about an acre of open space which is a walking path.

**Applicant Pat Coldwell TO Engineering 332 Nampa Idaho** Goes over the history of the subdivision and what utilities were installed when the land was begun being developed in the past. Briefly discusses the staff report and agrees they conform with the requirements as indicated in the staff report and findings.

**Commissioner Earls** asks that they consider removing a couple lots and putting in an open space park that is not dedicated to the City of Emmett.

**Applicant Pat Coldwell TO Engineering** states that the city would prefer that no new park be dedicated to the city and then explains the entrance that would be coming off of Main St.

**Scott Montoya 2598 E Main St.** is concerned with a traffic count not being conducted, speed limits, the size of the existing bridge, and open space.

**Diana Jenkins 4029 Queen Anne Drive** has concerns with access during construction and open space for kids.

**Commissioner Vahlberg** asks about the park in the front of Harvest Valley if it is owned by the city.

**Building Official/Zoning Administrator Brian** states that the existing park at the front of harvest valley is maintained by the Harvest Valley HOA.

**Commissioner Earls** confirms that if a mini park is recommended by the zoning commission it can be incorporated into the plat.

**Building Official/Zoning Administrator Brian** responds that is correct.

**Commissioner Chapman** asks if the same amount of lots were in the original plat.

**Building Official/Zoning Administrator Brian** responds that is correct the only change is Harvest Valley phase 4 was divided into phase 4, phase 5 and phase 6 and the original open space park was sold.

**Commissioner Vahlberg** asks when the open space rules go into effect.

**Building Official/Zoning Administrator Brian** responds that it was established in 2008.

**Commissioner Chapman** would like to confirm that commission require open space that is not dedicated to the city but maintained by the HOA

**Attorney Sweeten** confirms that the preliminary plat would be considered the phasing agreement.

**Commissioner Earls** asks if Building Official knows the width of E Main St. and if it is narrow.

**Building Official/Zoning Administrator Brian** states that if the road is a city road then it is standard street width.

**Commissioner Vahlberg** asks Brian to explain the process after the preliminary plat is completed.

**Building Official/Zoning Administrator Brian** explains the process towards final plat.

**Commissioner Earls** asks if the size of bridge is known.

**Building Official/Zoning Administrator Brian** responds that it is unknown since the bridge is planned to be installed during phase 6 and is directed by the ditch company.

**Attorney Sweeten** explained that the in-lieu contribution is to be decided upon by Council and that it would allow him more time to review the process of accepting an in-lieu contribution. Confirms to Commissioner Slabaugh that the Zoning Commission only makes the recommendation to City Council.

**Commissioner Earls** Asks what options do we have.

**Attorney Sweeten** responds to Commissioner Earls saying they can recommend approval to City Council with what documentation the applicant and staff have provided OR they can recommend denying the application to the City Council due to lack of open space or other concerns.

**Building Official/Zoning Administrator Brian** states that Commission can also table public hearing and request they bring back another proposal.

**Commissioner Slabaugh** asks if they can table hearing and ask applicant to provide more information.

**Attorney Sweeten** clarifies what information the Zoning Commission would like brought back from the applicant: Open Space, Traffic, and Phasing Agreement.

**Commissioner Vahlberg** added to the list to be addressed at next public hearing is the bridge being included in phase 5.

**Commissioner Earls** would like to add a full traffic study.

**Commissioner Slabaugh** agrees with adding a traffic study and details the difference between a traffic count and traffic study.

**Commissioner Vahlberg** made a motion to continue the public hearing at next Zoning meeting based on list Council has. **Commissioner Butler** seconded the motion.  
**Motion Carried.**

**Decision of Public Hearing:**

**Ann 19-001- Annexation and Re-Zone, 2010 S. Johns Ave**

**Commissioner Earls** verifies that this application is the one that wants the whole section of street abutting the property be annexed into the city.

**Commissioner Vahlberg** confirms that this will just be a recommendation to the City Council.

**Commissioner Slabaugh** asks if this is the one that would require a traffic study.

**Building Official/Zoning Administrator Brian** states that at time of development a traffic study would be addressed, but that ITD is requiring traffic study at time of development for any application in the county even if property is mile away.

**Commissioner Chapman** confirms that the recommendation of the annexation to the City Council is dependent on meeting the Comprehensive Plan policies and goals.

**Commissioner Slabaugh** Confirms that the recommendation will include annexation with the rezone the applicant has chosen. He reviews Comprehensive Plan policy and goals and asks if there are any questions.

**Building Official/Zoning Administrator Brian** mentions that the development will extend water and sewer services under Highway 16 and will most likely enter into a latecomer's agreement to help recoup the cost of extending city services across the highway.

**Commissioner Vahlberg** made a motion to recommend approval Ann 19-001 based on Comprehensive policy and goals and based on required findings and staff analysis. **Commissioner Butler** seconded the motion. **Motion Carried.**

**PP 19-001- Harvest Valley Subdivision Phase 5 & 6 Preliminary Plat**

Continued to 6-3-2019 meeting

The Emmett City Zoning Commission held a regular meeting on June 3<sup>rd</sup>, 2019 at 6:00 p.m. at 501 E. Main Street, Emmett, Idaho.

**Commissioners present:** Jeff Chapman, Bill Slabaugh, Gwen Earls, Mick Vahlberg.

**Staff present:** Building Official/ Zoning Administrator Brian Sullivan and Recording Clerk Doricela Millan-Sotelo.

**Public present:**

**Commissioner Slabaugh called the meeting to order at 6:00 p.m.**

**Public Hearing:**

**Continuation of PP 19-001 – Harvest Valley Subdivision Phase 5 and 6 Preliminary Plat:**

**Building Official/ Zoning Administrator:** Staff read staff report and the findings, the concerns and the corrections that the developer made after last Zoning meeting.

**Commissioner Earls:** Asks for a color copy of the Open Space display.

**Commissioner Vahlberg:** Asks what date specifically the bridge would be in place.

**Building Official/ Zoning Administrator:** States that the bridge will be constructed phase 5 as stated in the email correspondent to Building official.

**Engineer Pat Caldwell TO Engineers:** Traffic Study will be complete by the time of the final plat, as well as pressurized irrigation. For the bridge, he states that there are a couple options 1) leave it where the plat has it or 2) move it. He is willing to work with the City Engineers to place the bridge where is make most sense.

**Concerned Citizen:** Not in favor of mega subdivision, wanted more information prior to Zoning meeting more notification.

**Building Official/ Zoning Administrator:** Notification code by State of Idaho, 300 ft Notification requirement. History of Land that is being discussed. CCNRs are not an item for City Building Official or Zoning Commission, there are 3 Entrances for the complete subdivision.

**Commissioner Vahlberg:** motioned to Close the Public Hearing PP 19-001.

**Commissionn Earls:** Seconded the motion.

**Motion Carried.**

**SUP19-003 1470 Republic Street:**

**Building Official/ Zoning Administrator:** reads Staff Report.

**Property Owner Andrew B.:** History of the reason for the conversion to single family home. Traffic Congestion, HOA Issues, Repurposing of the clubhouse.

**Carol and Jerry Parker 1375 Republic Lane:** Not in favor of the conversion to the club house.

**Building Official/ Zoning Administrator:** Footprint of the building will not change. Structural changes internally will occur.

**Commission Earls:** Differences in HOA fees in phase 2 vs phase 1. How are you bridging the CCNRS?

**Property Owner Andrew:** Would like to completely divide the two phases.

**Commission Earls:** Open space concern.

**Building Official/ Zoning Administrator:** Gives History of Harvest Valley Open Space. This meeting is in regard to SUP of the club house only.

**Commissioner Vahlberg** motioned to Close the Public Hearing SUP 19-003.  
**Commissioner Earls** Seconded the motion. **Motion Carried**

**Commissioner Slabaugh** led the **Pledge of Allegiance.**

**Review of Agenda:**

**Commissioner Vahlberg:** made a motion to approve the Agenda.

**Commissioner Earls:** seconded the motion.

**Motion Carried.**

**Approval of Minutes:** none

**Decision of PP 19-0001:**

**Commissioner Vahlberg** Motioned to recommend approval to City Council based staff findings to include the full build out of the bridge in phase 5. **Commissioner Earls** Seconded the motion. **Motion Carried**

**Commissioner Vahlberg** Motioned to approve SUP 19-001 Staff Report and Findings **Commissioner Chapman** seconded. **Motion Carried**

**Items from the Public:** none

**Unfinished Business:** none

**Items from the Commission:** none



**Items from the Building Official/ Zoning Administrator:** Notes the Resignation of Commissioner Mackey, the Resignation of Bruce Evans from Superintendent of Public Works and Appointment of Clint Seamons to Superintendent of Public Works. Mentions upcoming potential developments: Little Development, Kevin Rowley Development, Wester Development, Apache Development, Multi-Housing Development, and Hollis Family Pharmacy. Also points out that the Zoning Commission needs 2 more members, and Design Review needs more members.

**Building Official/ Zoning Administrator:**

Next Regular Meeting – July 1st, 2019

Commissioner Vahlberg made a **motion to adjourn**. Commissioner Chapman seconded the motion. **Motion Carried.**

**Meeting adjourned at 7:15 p.m.**

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Chairman Bill Slabaugh

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Acting Secretary



**CITY OF EMMETT**  
Zoning Commission  
Recommendation to City Council

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**Application:** Annexation and Zoning Classification with a Development Agreement

**Applicant:** Thomas Hawksworth, Blue Peak Engineering for Jonathan and Leah Barrus (Owner).

**Date of Zoning Commission Public Hearing(s):** May 6, 2019

**Date of City Council Public Hearing:** June 25, 2019

**Summary of Public Testimony:**

- In Favor: None
- Opposed: None
- Neutral: None

**Recommendation:** Approval of the annexation of 4.02 +/- acres with Commercial zoning classification in the Mixed Use Overlay per the findings in the application. Unanimous vote.

**Reason(s) and Findings for Recommendation:**

The Commission finds the proposed annexation conforms with the basic intent of the Comprehensive Plan and Future Land Use Map.

See the attached application/staff report for details.

**Possible Motion:**

I make a motion to approve the annexation and zoning classification of parcel number RP06N01W173650 and designate the zoning classification of (C)- Commercial with Mixed Use Overlay with a Development Agreement as Exhibit B, and direct staff to create an ordinance to bring back to Council for approval.

OR

I make a motion to deny the application by Thomas Hawksworth for parcel RP06N01W173650 for annexation with zoning classification for the following reason:



**CITY OF EMMETT  
PLANNING & ZONING DEPARTMENT**

**APPLICATION FOR  
ANNEXATION**

**DESCRIPTION:** ANNEXATION W/ZONING CLASSIFICATION, 4.02 ACRES

**APPLICATION NUMBER:** ANN#19-001

**ZONING COMMISSION HEARING DATE:** MAY 6, 2019 @ 6:00

**CITY COUNCIL HEARING DATE:** JUNE 25, 2019

**APPLICANT:** THOMAS HAWKSWORTH, BLUE PEAK ENGINEERING  
3313 W. CHERRY LANE, #507  
MERIDIAN, ID 83642

**PROPERTY OWNER:** JONATHAN & LEAH BARRUS

**SUBJECT PROPERTY LOCATION:** 2010 S. JOHNS., THE N ½ SW ¼ NW ¼ OF SECTION 17,  
TOWNSHIP 6 N., R. 1 W., B.M., GEM COUNTY, IDAHO.

**PARCEL#:** RP06N01W173650

**STAFF PLANNER:** BRIAN SULLIVAN

**1. APPLICATION SUMMARY:**

The purpose of this application is to request a zoning classification and annexation of a parcel of land located at 2010 S. Johns Avenue into the City of Emmett. This area is eligible to request annexation as it is within the Area of City Impact and contiguous to the existing city limits. The property is located on the southeast corner of S. Johns Avenue and Highway 16. The area to be annexed is approximately 4.02+- acres and has frontage on S. Johns Avenue. Gem County Drainage Ditch lies to the north of the site, along with State Highway 16.

ECC 9-15-10, Annexation Procedures, outlines the complete application and review process for annexation requests. Section E.13 allows the Administrator to require certain types of studies, depending upon the size and location of the proposed annexation. Staff's determination is that the review of the annexation application can proceed without these studies.

**2. APPLICATION PROCESS FACTS:**

A. Application Submittal:

The complete application for this item was filed by the Thomas Hawksworth on March 8, 2019.

B. Notice of Public Hearing:

Notice of Public Hearing on the application for the Emmett Zoning Commission was published in accordance with requirements of Title 67, Chapter 6509, Idaho Code on April 17, 2019 in the Messenger Index.

C. Relevant Ordinances and Required Actions:

The subject application will in fact constitute an Annexation application as determined by Emmett City Code (ECC) 9-15-10A - D. By reason of the provisions of the ECC Title 9, Chapter 15, a public hearing is required before the Zoning Commission ("Commission") and the City Council on this matter. The Commission must make a recommendation to the City Council and make findings of fact and conclusions of law relating to compliance with the Comprehensive Plan, per ECC 9-15-10H.

**3. APPLICATION & PROPERTY FACTS:**

A. Site Address/Location:

The area to be annexed contains approximately 4.02 acres and fronts S. Johns Ave. The north side of the property touches the city limits.

B. Impact Agency Comments: (See Attached)

1. ITD 4-30-19
2. Last Chance Ditch Company 4-26-19
3. Gem County Road and Bridge 4-22-19
4. Emmett Public Works 4-5-19
5. Gem County Treasure 4-11-19

**4. LAND USE**

A. Existing Land Use(s): Single-family residence with detached garage.

B. Description of Character of Surrounding Area: This vicinity is comprised of Gem County Park and Ride to the west, Gem County Fairgrounds to the west, residence to the south along with pasture land, and Gem County Drainage Ditch #1 and State Highway 16 to the north.

C. Adjacent Comprehensive Plan, Zoning and Land Use:

	COMP PLAN DESIGNATION	ZONING DESIGNATION	LAND USE
North of site	Area of City Impact	Commercial, MX-Mixed Use	State Highway, gas station and grocery store
South of site	Mixed Planned Development	MX, Mixed Use	
East of site	Mixed Planned Development	MX- Mixed Use	Pasture land
West of site	Mixed Planned Development	Mx- Mixed Use	Park and Ride, R.V. Park, Gem County Fairgrounds

- D. Existing Site Characteristics: Single-family residence with vacant land
- E. Streets and/or Access Information: Parcel has access to S. Johns Avenue

**5. COMPREHENSIVE PLAN POLICIES & GOALS [Staff comments and analysis are shown in *italics*.]**

The following policies in the Gem Community Joint Comprehensive Plan support approval of this application. The Commission and Council need to consider these and any other policies you deem appropriate in reviewing and deciding on the application:

**CHAPTER 9 - PUBLIC SERVICES AND UTILITIES**

- 9.1.2 – Encourage annexations within the Impact Area for hook-up to municipal services.
- 9.2.3 – Revise the zoning and subdivision ordinances and adopt, as necessary, specialized planning tools or development review guidelines based on the Comprehensive Plan.

*This application is a Zoning Amendment application which updates the official zoning map of the City of Emmett and, in that sense, is a revision to the ordinance to keep-up with development changes. The proposed zoning is found to be in accordance with the Comprehensive Plan, which designates adjacent, developable areas for a mix of commercial and residential uses.*

**CHAPTER 12 – LAND USE**

- 12.8 – Protect citizen investments in existing public facilities by managing growth through community planning, reviews and development agreements and fees.

*Staff feels that a development agreement is needed in the case of mixed-use zoning. The mixed-use zoning classification blends in with the surrounding land use of commercial and residential uses. The frontage along Highway 16 is designated as a commercial corridor, which allows the proposed mixed-use zoning classification.*

**Commercial / Office Land-Use Policies**

- 12.28 – Support new commercial uses near residential areas in such a way as to complement but not conflict with those residential areas.
- 12.29 – Neighborhood business/shopping uses should be designed for future integration of adjoining residential uses. These should locate close to the intersections of collectors and/or arteries and within planned residential/commercial developments, when they are an integral part of the development plan.
- 12.30 -- Encourage commercial infill uses and offices to locate in the Central Business District, business parks, shopping centers, and near high-intensity activity areas, within Letha, Sweet, Ola, Montour and Emmett.
- 12.31– Support commercial and business developments throughout the county that are compatible with adjacent development and/or agricultural land uses.

## 6. REQUIRED COMMISSION FINDINGS & STAFF ANALYSIS

Emmett City Code 9-15-10. H., Commission Review, requires the Commission to make the following findings for any annexation application before recommending approval to the City Council: (staff analysis in *italics*)

- A. Determine whether the proposed annexation will be harmonious and in accordance with the specific goals and policies of applicable components of the Gem Community Comprehensive Plan.

*The analysis of the Gem Community Comprehensive Plan is provided in Section 5 above. Staff finds the property included in this annexation request lies within the "Area of City Impact" designation of the Future Land Use Map in the Joint Comprehensive Plan. Chapter 12 of the Gem Community Comprehensive Plan describes the intent and development goals of this area. Land in this area is slated to be annexed and zoned when it becomes contiguous with the city limits and when urban services are available.*

- B. Recommend that the property sought to be annexed should be zoned as one or more zoning districts (as more fully described in the Emmett Zoning Ordinance).

*Staff recommends the Commission support the proposed zoning classification of Commercial with the Mixed use overlay and recommend approval of this zoning designation along with annexation to the City Council for adoption.*

**EXHIBIT B**

**DEVELOPMENT AGREEMENT  
THE CITY OF EMMETT, IDAHO, AND JONATHAN AND LEAH BARRUS**

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 JONATHAN BARRUS and LEAH BARRUS 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. 2019-\_\_\_\_\_, 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:

Jonathan & Leah Barrus  
1154 Kaetzel Way  
Emmett, ID 83617  
Telephone: 208-871-3865

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

## **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

JONATHAN BARRUS

LEAH BARRUS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me a notary public, personally appeared Jonathan and Leah Barrus, 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**

**Parcel 2:**

That portion of the North ½ of the Southwest ¼ of the Northwest ¼ of Section 17, Township 6 North, Range 1 West, Boise-Meridian, Gem County, Idaho, described as follows:

Commencing at the Southeast corner of the North ½ of the Southwest ¼ of the Northwest ¼ of Section 17, Township 6 North, Range 1 West, Boise-Meridian;  
Thence North 89°25'13" West, 1285.60 feet (Record West, 1295.8'), along the South line of said North ½ of the Southwest ¼ of the Northwest ¼, to the Easterly right-of-way of South Johns Avenue (Formerly the State Highway);  
Thence North 00°26'43" East, 449.00 feet (Record North, 449'), along said Easterly right-of-way, to the Point of Beginning;  
Thence South 89°25'13" East, 711.01 feet (Record East, 721'), parallel to the South line of said North ½ of the Southwest ¼ of the Northwest ¼, to a point on the Northwesterly line of that certain parcel of land filed March 30, 1944 as Instrument No. 50255, Records of Gem County, Idaho  
Thence North 40°29'47" East, 20.89 feet (Record N39°55"E, 10') along said Northwesterly line;  
Thence North 50°04'52" East, 225.06 feet (Record N50°42'E, 225'), along said Northwesterly line, to the South right-of-way line of the Gem County Drainage District No. 1 Ditch;  
Thence North 89°25'54" West, 895.93 feet (Record West, 905'), along said South right-of-way line, to the Easterly right-of-way of said South Johns Avenue;  
Thence South 00°26'43" West, 162.00 feet (Record South, 162') along said Easterly right-of-way, to the Point of Beginning.

**Quiet Title Legal:**

BASIS OF BEARINGS for this description is North 0°26'43" East between the brass cap marking the W1/4 corner of Section 17 and the brass cap marking the northwest corner of Section 17, both in T.6N., R.1 W., BM., Gem County, Idaho.

Note This legal description was prepared based on ROS Inst. No. 255066, a field survey was not performed by the signatory of this legal description.

A parcel of land located in the SW1/4 of the NW1/4 of said Section 17, T. 6N., R., 1 W., BM., Gem County, Idaho, and being a portion of the survey as shown on ROS Inst. No. 255066, Gem County Records, more particularly described as follows;

COMMENCING at a brass cap marking the N1/16 corner common to sections 17 and 18;

Thence South 89°25'54" East, coincident with the north line of said SW1/4 of the NW1/4 of Section 17, a distance of 33.00 feet to the POINT OF BEGINNING;

Thence continuing South 89°25'54" East, coincident with said north line of the SW1/4 of the NW1/4 of Section 17, a distance of 953.46 feet;

Thence South 50°04'52" West, 75.50 feet to the northeast corner of Parcel 2, as shown on said ROS Inst. No. 255066;

Thence North 89°25'54" West, coincident with the north line of said Parcel 2, as shown on said ROS Inst. No. 255066, a distance of 895.93 feet to the northwest corner of said Parcel 2, as shown on ROS Inst. No. 255066, and the east right-of-way of S. Johns Ave;

Thence North 0°26'43" East, coincident with said east right-of-way of S. Johns Ave., 49.02 feet to the POINT OF BEGINNING.

The above described parcel contains 1.041 acres more or less.

**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, Jonathan and Leah Barrus, are \_\_\_\_\_ for annexation and rezone to \_\_\_\_\_, . 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, indoor	Not Permitted
Bakery or bakery goods store, deli, coffeehouse	Permitted
Bank and other financial	Permitted
Barber, beauty shop	Permitted
Bed and breakfast	Permitted
Cabinet shop	Not Permitted
Car wash	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	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	Not 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.

#1



### Annexation Application

**Property Owner Consent:**

By signature hereon, the property owner acknowledges that City officials and/or employees may, in the performance of their functions, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application, pursuant to Idaho Code §67-6507. The property owner is also hereby notified that members of the Zoning Commission and City Council are required to generally disclose the content of any *ex parte* discussion (outside the hearing) with any person, including the property owner or representative, regarding this application.

Property Owner's Signature: John Banner Date: 1/20/19

Name of Registered Surveyor/Engineer: Thomas Hawksworth, Blue Peak Engineering  
Mailing Address: 3313 W Cherry Lane, #507, Meridian, ID 83642

Phone: (208) 918 - 0928 Fax: ( ) \_\_\_\_\_ - \_\_\_\_\_ Cell: (919) 939 - 3322

Zoning: Current Zone (County) Mixed Use Proposed zone (City) Commercial with Mixed-Use Overlay

**Submittal Requirements:**

- Fee up to 5 acres - \$475.00  
More than 5 but less than 50 acres - \$700.00  
More than fifty acres - \$1200.00
- A vicinity map showing the general area of the annexation-1/2 mile radius.
- A metes and bounds legal description. For zoning purposes, said legal shall describe to the centerline of any adjacent public streets plus 25 feet on the opposite side of centerline. If the public street is fee simple ownership by a public entity, the legal shall include all of the existing right-of-way.
- A digital copy of the legal description. (.pdf or word document)
- A parcel map, to scale, showing accurate boundaries of the parcel proposed for annexation.
- A schematic design of the entire project showing the proposed uses, density, streets, alleys, easements, and proposed size and location of open spaces and parks.
- One 11" x 17" copy of any larger plans and/or maps accompanying the application.
- Proof of ownership interest in the subject property.
- A phasing plan showing the proposed dates of construction and completion of phased construction for infrastructure, streets, alleys, utilities and all other development. In the case of a phased project, items C and D of Section 9-15-10-E of the attached Annexation Ordinance No. 02005-12 may be omitted for future phases; however provisions shall be made within an annexation agreement for submittal of plans and payment of fees for future phases.
- Unless the Administrator determines, in the Administrator's sole and absolute discretion, one or more of the

following studies are not warranted based on the size, scope and impact of a proposed annexation, the following studies shall be submitted:

- a) Traffic study showing impact on adjacent streets and streets that would serve the proposed project.
  - b) Floodplain study (if applicable).
  - c) Soils study (if applicable).
  - d) Wetland study (if applicable).
  - e) Wildlife study.
  - f) Contour map depicting 15% and 25% slope lines measured at two foot (2') intervals.
- A fiscal impact analysis or an updated fiscal impact analysis in accordance with Section 9-15-10-I(B). The analysis may be submitted at the time of the application for annexation, or when the application is reviewed by the Emmett City Council ("Council") as set forth in Section 9-15-10-I.
  - Narrative statement describing the following eight items:
    1. How the proposed project complies with specific goals and policies of the Gem Community Comprehensive Plan.
    2. How the proposed project is compatible with adjacent neighborhood(s).
    3. How applicable natural resources (e.g., water courses, springs, streams, wildlife and access to public lands) and natural hazards (e.g., floodplains and floodways) are incorporated into proposed project and/or mitigated.
    4. What contributions and/or dedications the applicant is willing to make as part of the proposed annexation.
    5. How the proposed annexation will protect Emmett's established or proposed wellhead protection zones.
    6. How the annexation will impact the existing municipal infrastructure and services (e.g., water, sewer, streets, library, police, fire and parks).
    7. Who will maintain the streets, alleys, parks and utilities (privately and publicly owned utilities) and how the maintenance of the streets, alleys, parks and utilities (privately owned utilities) will be funded.
    8. The proposed project, including the approximate a) number and size of proposed lots, b) length and location of the proposed water and sewer mains, c) length and location of proposed streets and alleys, and d) length and location of the proposed sidewalks.

**Checklist**

<u>SUBMITTALS</u>	<u>APPLICANT</u> (✓)	<u>STAFF</u> (✓)
FEE		✓
VICINITY MAP		✓
LEGAL DESCRIPTION		✓
DIGITAL COPY		
PARCEL MAP		✓
SCHEMATIC DESIGN		✓
11 X 17 COPY		
PROOF OF OWNERSHIP		✓
PHASING PLAN		
STUDIES		
FISCAL IMPACT ANALYSIS		

NARRATIVE STATEMENT		✓
PROPERTY OWNER LIST WITHIN 300'	N/A	

The Administrator reserves the right to not officially accept this application until total review is accomplished and all required information is submitted. The date of the public hearing will be established by the Administrator upon the acceptance of a completed application.

**Additional fees for services rendered (including, but not limited to fees for City Attorney, City Engineer, and Staff) to be negotiated before application is certified as complete.**  
**The applicant shall pay all publication costs associated with the annexation application.**  
*Cost of additional noticing, recording fees, and other direct costs will also be assessed.*

Applicant's Signature John B. [Signature] Date: \_\_\_\_\_

**\*\*FOR OFFICE USE ONLY\*\***

APPLICATION COMPLETION DATE: \_\_\_\_\_ COMMISSION HEARING DATE: \_\_\_\_\_



Narrative statement: 2010 S. Johns Avenue

The vision statement for the Gem Community Comprehensive Plan describes a community with a beautiful, safe environment and respect for our rich heritage and local values, ensuring a high quality of life and sound economy. As growth is noted in this document to be constant and inevitable, I hope to meet the principles of the vision statement with developing a beautiful property in a high visibility area to help stimulate economy and provide for a higher quality of life for members of the Emmett community.

As part of this development, a medical clinic will provide additional services for a growing community that may not otherwise be met by current establishments. This would provide additional stability within our community, decreasing dependence for medical services on Ada and Canyon County services. Developing this area, and expanding city services south of the highway would provide for additional long-term strategies for economic development. This development and annexation would promote job creation with additional prime location for retail stores or other services within the growing community. Additional educational opportunities may be provided to high school students looking for job shadowing and introduce them into medical professions. This may bring more interest to our existing population with potential return of these citizens to help provide for community in the future. Continued support of the Emmett School District educational system will be provided, promoting community trust and support for the local institutions and expanding the broad-based educational plan within the Gem community. It would be optimal to maintain a quiet town, rural atmosphere with an increased sense of community and fellowship, providing gathering spaces for community programs and promoting health education and wellbeing. Additional expansion of city services south of the highway will provide opportunities for additions to existing community institutions, including the school district, recreational areas, and improvement to the Fairgrounds and rodeo arena areas. This annexation into the city of Emmett is in line with goals provided to expand within the impact area and hook-up to municipal services.

Compatibility with adjacent property use is evident. Property directly to the North is strictly commercial use. County properties to the south are mixed use with additional, potential developments to be available in the future. Property to the east is currently agricultural, however with any potential for development, and properties to the west and southwest include the fairgrounds and RV park. Providing developed buildings with new construction and economy stimulation will improve the appearance of the Gem community along the entryway of Highway 16.

With significant exposure to Highway 16 and busy commercial development directly to the North, no significant impact is anticipated on natural resources. The large drainage ditch directly along the north of the property will remain grossly unaffected, with potential for beautification with improvement of the general appearance for the southern bank.

Our contributions with the proposed annexation would be extension of municipal services to be provided south of Highway 16 along S. Johns Ave., with hopes for subsequent recuperation of initial costs through "late-comers agreements" or similar arrangements. This would provide incentive for

Increasing capacity of planned infrastructure to allow for future utilization/development or potential future developments. Significant financial expenses are anticipated with the extension of sewer services to the properties south of highway 16. The annexation and subsequent delivery of sewer services to the south of Highway 16 would open further potential developments to the South for additional expansion of police, fire, and parks services if desired by city officials and public opinion.

The lanes, parking, and utilities within the development area will be maintained and funded by inclusion of these expenses into the lease agreements or Covenants, Codes, & Restrictions for use on the property. It is the anticipation that there will be no significant impact on highway 16, neighboring the property directly to the North as there will be no access to highway 16 except by way of S. Johns Ave. After initial development and delivery of sewer and water services to the property, it is anticipated that city services would provide maintenance for the frontage road along S. Johns Avenue for the length of the property bordering the roadway.

In the absence of commercial or industrial waste production and in cooperation with appropriate city sewer services being provided to the property, it is reasonable to assume the wellhead protection zones will be unaffected this property development.

The total property development at 2010 South Johns Ave. will include approximately 4 acres of land with potential zoning into approximately 1 acre parcels. Civil engineering design will be provided, and coordinated with the city officials. We anticipate approximately 150 parking spaces with water and sewer services stemming from the West boundary, running the majority of the East-West length of the property. The main access to parking will be through a lane along the Southern border of the property line with additional alley access to the North of the buildings also designated as an easement for access to the northern property boundary drainage ditch for the ditch company.

**Legal Description**  
Per Title Commitment No. 656582

**Parcel 2:**

*That portion of the North ½ of the Southwest ¼ of the Northwest ¼ of Section 17, Township 6 North, Range 1 West, Boise-Meridian, Gem County, Idaho, described as follows:*

*Commencing at the Southeast corner of the North ½ of the Southwest ¼ of the Northwest ¼ of Section 17, Township 6 North, Range 1 West, Boise-Meridian;*

*Thence North 89°25'13" West, 1285.60 feet (Record West, 1295.8'), along the South line of said North ½ of the Southwest ¼ of the Northwest ¼, to the Easterly right-of-way of South Johns Avenue (Formally the State Highway);*

*Thence North 00°26'43" East, 449.00 feet (Record North, 449', along said Easterly right-of-way, to the Point of Beginning;*

*Thence South 89°25'13" East, 711.01 feet (Record East, 721'), parallel to the South line of said North ½ of the Southwest ¼ of the Northwest ¼, to a point on the Northwesterly line of that certain parcel of land filed March 30, 1944 as Instrument No. 50255, Records of Gem County, Idaho;*

*Thence North 40°29'47" East, 20.89 feet (Record N39°55"E, 10'), along said Northwesterly line;*

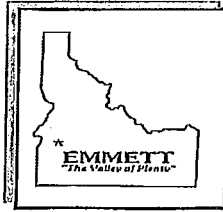
*Thence North 50°04'52" East, 225.06 feet (Record N50°42'E, 225'), along said Northwesterly line, to the South right-of-way line of the Gem County Drainage District No. 1 Ditch;*

*Thence North 89°25'54" West, 895.93 feet (Record West, 905'), along said South right-of-way line, to the Easterly right-of-way of said South Johns Avenue;*

*Thence South 00°26'43" West, 162.00 feet (Record South, 162') along said Easterly right-of-way, to the Point of Beginning.*







CITY OF EMMETT  
MASTER PUBLIC HEARING APPLICATION

501 E. Main St., Emmett, Idaho 83617 www.cityofemmett.org phone: (208) 365-6050 fax: (208) 365-3064

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

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

PROJECT NAME: \_\_\_\_\_

SITE INFORMATION:

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

Quarter: NW Section: 17 Township: 6N Range: 1W Total Acres: 4.02

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

Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Site Address: 2010 S Johns Ave City: Emmett

Tax Parcel Number(s): RPO6N01W173650 Current Zoning: MX (county) Current Land Use: Residential

PROPERTY OWNER:  
Name: Jonathan & Leah Barrus

APPLICANT:  
Name: \_\_\_\_\_

Address: 1154 Kaetzel Way

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

City: Emmett State: ID Zip: 83617

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: 208 871 3865 Fax: \_\_\_\_\_

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

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

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.

Jonathan Barrus 1/30/19

Signature: (Owner)

Date Signature: (Applicant)

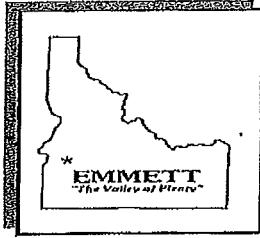
Date

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

OFFICE USE ONLY

File No.: \_\_\_\_\_ Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Fee: \_\_\_\_\_ Receipt No: \_\_\_\_\_

#1



## CITY OF EMMETT REZONE SUBMITTALS AND CHECKLIST

CITY OF EMMETT

501 E. Main, Emmett, Idaho 83617

Phone: (208) 365-6050 fax: (208) 365-3064

No rezone shall be recommended for approval by the Commission or granted by the City Council unless they find that the requested rezone is in accordance with the adopted Comprehensive Plan.

PRESENT LAND USE: Residential Use

PROPOSED LAND USE: Commercial Use (Medical Clinic, Retail Store, Fitness Center, Professional Offices, or food service) with Mixed-Use overlay

EXISTING ZONING CLASSIFICATION: Mixed (County) PROPOSED ZONING: Commercial (City) with Mixed Use overlay

COMPREHENSIVE PLAN DESIGNATION: \_\_\_\_\_

### Submittal Requirements:

FEE: A \$450.00 fee must accompany this completed application. (Non-refundable)

#### LETTER OF INTENT:

- Intended uses of property if Rezone approved.
- How the proposed rezone relates to the Comprehensive Plan (please refer to page and section numbers of the Comprehensive Plan).

LEGAL DESCRIPTION: A metes and bounds description or lot and block reference of proposed property.

DIGITAL COPY OF LEGAL DESCRIPTION.

SITE PLAN: A vicinity map, which is drawn to scale, must be attached showing the location of the property under consideration.

PROOF OF OWNERSHIP OR VALID OPTION HOLDER: Attach a recorded copy of your property deed, option agreement, quit claim deed, or title report.

\*PLAT MAP: Show property under consideration and surrounding properties.

\*AERIAL PHOTO: Show property under consideration and surrounding properties.

\*(THE ABOVE ITEMS WILL BE PROVIDED BY THE ZONING STAFF)

**Checklist**

<u>SUBMITTALS</u>	<u>APPLICANT</u> (✓)	<u>STAFF</u> (✓)
FEE		✓
LETTER OF INTENT		✓
LEGAL DESCRIPTION		✓
DIGITAL COPY		
SITE PLAN		✓
PROOF OF OWNERSHIP		✓
PLAT MAP	N/A	✓
AERIAL PHOTO	N/A	
PROPERTY OWNERS WITHIN 300'	N/A	

The Administrator reserves the right to not officially accept this application until total review is accomplished and all required information is submitted.

The date of the public hearing will be established by the Administrator upon the acceptance of complete application.

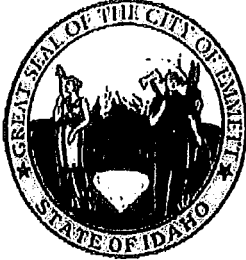
Applicant will be responsible for all publication fees involved with a rezone and change to the zoning ordinance map.

Applicant's Signature John Barro Date: 1/30/19

\*\*\*FOR OFFICE USE ONLY\*\*\*

APPLICATION COMPLETION DATE: \_\_\_\_\_ COMMISSION HEARING DATE: \_\_\_\_\_





**Emmett Zoning Department**  
 601 E. 3<sup>rd</sup> St. Emmett, Idaho, 83617  
**Brian Sullivan:**  
 bsullivan@cityofemmett.org  
**Doricela Millan-Sotelo:** dmillan-sotelo@cityofemmett.org  
 Ph. (208)365-9569 F. (208)365-4651

## Affidavit of Legal Interest

I, Jonathan Bret Barrus, residing at 2010 South Johns,  
Emmett, Idaho 83617 being first duly sworn upon oath, depose  
 and say:

1. That I am the record owner of the property described on the attached, and I grant my permission to Thomas Hawks worth (Blue Peak Eng. Inc) to submit the accompanying application pertaining to that property.
2. I agree to indemnify, defend and hold Emmett City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property, which is the subject of the application.

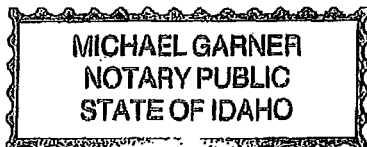
Dated this 29 day of January, 20 19.

[Signature]  
 Signature

State of Idaho)  
 County of Gem S.S.

On this 29 day of January, in the year of 20 19, before me  
[Signature] a notary public, personally appeared Jon Barrus,  
 proved to me on the basis of satisfactory evidence to be the person whose name is  
 subscribed to the within instrument, and acknowledged that he/she executed the same.

(Seal)



[Signature] Notary Public  
 My Commission Expires on 7/17/2019

INSTRU. NO. 320495  
PAGES 1 OF 5

Filed: 03/19/2019 08:57:22  
Third Judicial District, Gem County  
Shelly Tilton, Clerk of the Court  
By: Deputy Clerk - Quenzer, Rachel

KIRK C. WILLE, ISB No. 10346  
High Rock Law, PLLC  
127 E. Main St.  
Emmett, ID 83617  
Telephone: 208-369-4149  
Email: [kirkwille@highrocklawidaho.com](mailto:kirkwille@highrocklawidaho.com)

Instrument # 320495  
EMMETT, GEM, IDAHO  
3-20-2019 09:55:12 AM No. of Pages: 5  
Recorded for : HIGH ROCK LAW PLLC  
SHELLY TILTON Fee: 22.00  
Ex-Officio Recorder Deputy *Shelly Tilton*  
Index to: JUDGMENT

Attorney for Plaintiffs

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM

Jonathan Barrus and Leah Barrus, husband  
and wife

Plaintiffs,

vs.

The heirs or devisees of Elva Frandsen  
formerly known as Elva Gribble, formerly  
known as Elva Pope and John Does I  
through IV, as individuals with a claimed  
interest in the real property located in the City  
of Emmett, County of Gem, State of Idaho,  
more particularly described as:

A parcel of land located in the SW1/4 of the  
NW1/4 of Section 17, T. 6N., R. 1W., B.M.,  
Gem County Idaho and being a portion of the  
survey as shown on ROS Instrument Number  
255066, Gem County Records and legally  
described as on Exhibit 1 attached hereto.

Defendants.

Case No. CV23-18-0891

JUDGMENT TO QUIET TITLE

JUDGMENT IS HEREBY ENTERED AS FOLLOWS:

1. This court has subject matter jurisdiction and jurisdiction over the parties.
2. That pursuant to the entry of default for the Respondent's failure to appear and/or defend this

JUDGMENT TO QUIET TITLE - 1

action, Plaintiffs, JONATHAN BARRUS AND LEAH BARRUS, are entitled to final judgment quieting title as a matter of law.


3. The title of Plaintiffs JONATHAN BARRUS AND LEAH BARRUS to the property located in Gem County, Idaho, commonly known as a parcel of land located in the SW1/4 of the NW1/4 of Section 17, T. 6N., R. 1W., B.M., Gem County Idaho and being a portion of the survey as shown on ROS Instrument Number 255066, Gem County Records and legally described as on Exhibit I attached and incorporated herein, is a good title against the claims or purported claims of the Respondent and all other persons or parties whomsoever claiming by, through, under, or against the above named or designated parties, and all other parties, unknown, natural persons, if alive, and if dead not known to be dead or alive, their several and respective unknown spouses, heirs, devisees, grantees, creditors, or other parties claiming by, through, or under those unknown natural persons; and the several and respective unknown assigns, successor in interest, trustees or any other person or entity claiming by through, under, or against any entity named as a Plaintiff or Defendant, and all claimants, persons,

INSTRU. NO. 320495  
PAGES 3 OF 5

parties, natural and corporate, or whose exact legal status is unknown, claiming under and of the above named or described Plaintiffs or Defendants or parties or claiming to have any right, title or interest in the property hereinafter described; and those claims or purported claims are hereby cancelled and removed as clouds from title to said property, and the title to the property is forever quieted and confirmed in JONATHAN BARRUS AND LEAH BARRUS, and is hereby adjudged to have good fee simple title to said lands.

Signed: 9/18/2019 02:01 PM

Dated \_\_\_\_\_.

  
\_\_\_\_\_  
HONORABLE SUSAN E. WEIBE  
DISTRICT JUDGE

INSTRU. NO. 320495  
PAGES 4 OF 5

CLERK'S CERTIFICATE OF SERVICE

Signed: 3/18/2019 09:57 AM

I HEREBY CERTIFY that on the \_\_\_\_\_ day of March, 2019, I caused a true copy of the foregoing Order to be served by the method indicated below, and addressed to the following:

Kirk C Wille  
Attorney for the Plaintiff  
127 E. Main St.  
Emmett, Idaho 83617  
kirkwille@highrocklawidaho.com

\_\_\_\_\_ by U.S. MAIL  
\_\_\_\_\_ by HAND DELIVERY  
\_\_\_\_\_ by FACSIMILE  
- ✓ - by Email/ICourt

Deputy Clerk



# Sawtooth Land Surveying, LLC

INSTR. NO. 320498  
PAGES 5 OF 5

2030 S. Washington Ave.  
Emmett, ID 83617  
P: (208) 398-8104  
F: (208) 398-8105

1044 Northwest Blvd., Ste. G  
Coeur d'Alene, ID 83814  
P: (208) 714-4544  
F: (208) 292-4453

141 1<sup>st</sup> Avenue East  
Jerome, ID 83338  
P: (208) 329-5303  
F: (208) 324-3821

October 31, 2018  
Quiet Title Legal

**BASIS OF BEARINGS** for this description is North 0°26'43" East between the brass cap marking the W1/4 corner of Section 17 and the brass cap marking the northwest corner of Section 17, both in T. 6 N., R. 1 W., B.M., Gem County, Idaho.

**NOTE** This legal description was prepared based on ROS Inst. No. 255066, a field survey was not performed by the signatory of this legal description.

A parcel of land located in the SW1/4 of the NW1/4 of said Section 17, T. 6 N., R. 1 W., B.M., Gem County, Idaho, and being a portion of the survey as shown on ROS Inst. No. 255066, Gem County Records, more particularly described as follows;

**COMMENCING** at a brass cap marking the N1/16 corner common to Sections 17 and 18;

Thence South 89°25'54" East, coincident with the north line of said SW1/4 of the NW1/4 of Section 17, a distance of 33.00 feet to the **POINT OF BEGINNING**;

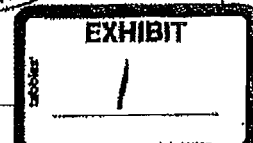
Thence continuing South 89°25'54" East, coincident with said north line of the SW1/4 of the NW1/4 of Section 17, a distance of 953.46 feet;

Thence South 50°04'52" West, 75.50 feet to the northeast corner of Parcel 2, as shown on said ROS Inst. No. 255066;

Thence North 89°25'54" West, coincident with the north line of said Parcel 2, as shown on said ROS Inst. No. 255066, a distance of 895.93 feet to the northwest corner of said Parcel 2, as shown on ROS Inst. No. 255066, and the east right of way of S. Johns Ave.;

Thence North 0°26'43" East, coincident with said east right of way of S. Johns Ave., 49.02 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1.041 acres more or less.





**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)

April 30, 2019

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

**VIA EMAIL**

<b>Development Application</b>	DA-19-001
<b>Project Name</b>	<b>ANNEXATION COMMERCIAL AND MIXED USE</b>
<b>Project Location</b>	2010 South Johns Avenue, south of SH-16 milepost 13.48
<b>Project Description</b>	Annexation into the City of Emmett and rezone to C (Commercial) and MUR (Mixed Use Urban Residential). Proposed future development of this parcel includes a clinic, retail, restaurants, and coffee shop.
<b>Applicant</b>	Thomas Hawksworth, Blue Peak Engineering

The Idaho Transportation Department (ITD) reviewed the referenced annexation and rezone 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. Traffic generation numbers were not provided with this application. Development of this parcel will require submittal of trip generations to ITD, and may require a Traffic Impact Study (TIS). ITD needs more information on the trip generations to determine what mitigations, if any, that the applicant may be required to construct on the State Highway system. Any necessary mitigation for traffic impacts identified by analysis shall be the responsibility of the applicant to install. ITD reserves the right to make further comments upon review of any submitted traffic generation data or other documents.
4. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.



**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)

5. 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.
6. ITD objects to the proposed application due to traffic concerns as noted in item 3.
7. Once traffic concerns have been resolved with ITD staff, ITD will withdraw any objection to the proposed 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)



## LAST CHANCE DITCH COMPANY

PO BOX 428 / 118 N Commercial Ave  
Emmett ID 83617

President: Paul Derig  
Treasurer: Karen Fraley  
Secretary: Holly Hoff  
Director: Valerie Padgett  
Director: ~~Tim McFarlane~~ *Blake Hasbrouck*

Phone: (208) 365-1902  
Fax: (208) 365-1903  
Email: [lastchanceditch@qwestoffice.net](mailto:lastchanceditch@qwestoffice.net)

April 26, 2019

CITY OF EMMETT ZONING COMMISSION  
601 E 3<sup>RD</sup> ST  
EMMETT ID 83617

Re: ANN 19-001

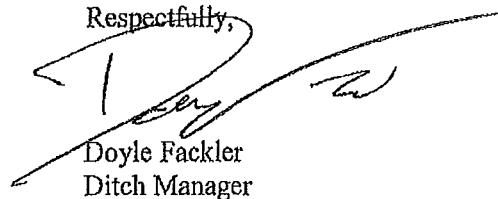
To All For Whom It May Concern:

Upon review of the proposed plans for the aforementioned applicant, Last Chance Ditch has no objections to the application but will require the following conditions be met:

- Engineer-generated plans for a pressurized irrigation system detailing system specifications, capacities, etc.
- Piping and/or the relocation of existing open ditch, box, and drain must be discussed and clarified with the engineer. More in depth site plans are required to be provided to the ditch company.
- No structures, trees/vegetation, or other interferences within 20' of any irrigation drains and water delivery laterals to allow for ditch right of way for management and maintenance matters.
- Plans must be submitted to the Board of Directors for approval **prior** to the implementation of the system and the issuance of the occupancy permit.

Additional questions should be directed to me at 208-890-7331 or via email to [lastchanceditch@qwestoffice.net](mailto:lastchanceditch@qwestoffice.net).

Respectfully,



Doyle Fackler  
Ditch Manager

**Gem County**  
**Road & Bridge Dept.**  
**402 North Hayes Ave.**  
**Emmett, ID 83617-2646**



**Neal Capps, Director**  
**Phone: 208-365-3305**  
**Fax: 208-365-2530**  
**Email: [gcrb@co.gem.id.us](mailto:gcrb@co.gem.id.us)**

April 22, 2019

Brian Sullivan  
Development Services  
601 E 3<sup>rd</sup> Street  
Emmett, ID 83617

RE: Annexation Application for Thomas Hawksworth

Dear Brian,

Gem County Road & Bridge (GCRB) has reviewed the annexation application 19-001 for Thomas Hawksworth located at South Johns Avenue and Highway 16. If this application is approved by the City Council, GCRB would recommend the following conditions to be added to the annexation.

1. The City of Emmett shall annex all of South Johns roadway from Highway 16 to the southern property boundary of this project.
2. Applicant shall protect the drainage culvert from erosion that may occur and enter into the stream at South Johns Ave.

If you have any questions please contact me at the office. 208-365-3305

Sincerely,

A handwritten signature in black ink, appearing to be "Neal Capps", written over a white background.

Neal Capps, Director  
Gem County Road & Bridge



# 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: "Annexation with rezone, Thomas Hawksworth, Blue Peak Engineering."

Brian:

City of Emmett Public Works Department has the following comments for "Annexation with rezone, Thomas Hawksworth, Blue Peak Engineering,":

- City of Emmett Public Works has spoken with Mr. Hawksworth regarding location of nearest sewer mainline which is near the ALBERTSONS main entrance
- Potable 12" water mainline is across the street from proposed development.
- Mr. Hawksworth client has paid their engineering pre-payment for development requirements to date.

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  
Doricele-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)

OFFICE OF  
Megan Keene  
TREASURER  
TAX COLLECTOR  
PUBLIC ADMINISTRATOR

GEM COUNTY



415 E MAIN STREET  
ROOM 200  
EMMETT, IDAHO 83617  
(208) 365-3272

April 11, 2019

Emmett Zoning Department  
Attn: Brian Sullivan  
601 E. 3<sup>rd</sup> Street  
Emmett, ID 83617

RE: Annexation with Rezone (Jonathan Barrus)  
Loc: 2010 S. Johns Ave.  
PIN: RP06N01W173650

Dear Brian Sullivan:

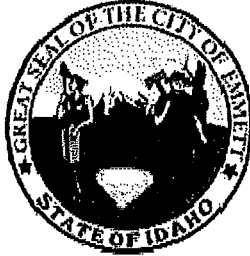
After reviewing the Rezone Application for the above applicant(s), my comments concerning RP06N01W173650 are the 2018 property taxes are not paid in full. *The 2<sup>nd</sup> half of the 2018 tax year is still due in the amount of \$814.87 and will have 2019 taxes due at a future date.* All property taxes must be paid in full prior to annexation with rezone.

*\*\*Please note--Splits, Combos, PBAs, Platted Subdivisions, and Manufactured Homes Declared Real need to be correctly recorded by no later than May 1, 2019, in order to show up in the 2019 Assessment Roll and 2019 Tax Roll. Anything recorded after that date will be valued and taxed based on how the property was as of January 1, 2019.*

If you have any questions, please feel free to contact the Treasurer's office.

Sincerely,

Megan Keene  
Gem County Treasurer



**CITY OF EMMETT**  
Zoning Commission  
Recommendation to City Council

*(This recommendation is to be used in conjunction with the Staff Report for the same application.)*

---

**Application:** Preliminary Plat– Harvest Valley Subdivision Phase 5 & 6

**Applicant:** Pat Colwell, T.O. Engineers (representing Kevin Rowley, applicant)

**Date of Zoning Commission Public Hearing(s):** May 6, 2019 (continued) & June 3, 2019 (final)

**Date of City Council Meeting:** June 25, 2019, 7:00pm

**Summary of Public Testimony:**

- Applicant provided summary/overview of proposed plat and amenities
- Property owners in the immediate vicinity testified with concerns regarding the following topics. *(Staff comments are in italics)*
  - Notification of the subdivision? *Owner is more than 600' from the development, State Code requires property owners be notified that are within 300' of the proposed development.*
  - HOA- owner having more votes than individual property owners- *City has no say in this.*
  - Heavy traffic during construction and new homeowners thru existing subdivision. When is the connection happening to E. Main Street? *This is being provided in phase 5.*
  - Open space? *The required amount by code is being provided. Final landscape plan for open space will be provided before final plat is approved.*
  - School being overcrowded. *Zoning Department received no response from the school district.*
- Pat Colwell, project engineer rebutted and answered questions about the plat during both hearings.

**Commission Recommendation:**

- At the May 6, 2019 meeting, the Commission voted to continue the public hearing in order to review three (3) requested plat amendments.

- At the 6/3/19 meeting, the Commission reviewed the revised subdivision layout and open space.
- Based on the findings included in the accompanying staff report and on the applicant's testimony that they will comply with constructing the bridge access to E. Main in Phase 5, perform a traffic analysis study of the intersection of E. Main and Substation Road, and provide the report prior to approval of the final plat, and provide the required open space as out lined in ECC, the Commission voted to recommend approval of the application. Unanimous vote.

**Reason(s) and Findings for Recommendation:** See pages 5-7 of the Staff Report.

**Outstanding Issues for City Council Meeting:**

- Note: Emmett City Code only requires one (1) public hearing for a Preliminary Plat application. Therefore, the 6/25/19 City Council meeting was not re-noticed to the public. Staff recommends that any significant changes to the Zoning Commission recommendation that City Council wants to make be addressed only during a new public hearing at a later date. Otherwise, you can discuss the Commission's recommendations as presented and make a final decision.

Possible Motion:

I make a motion to approve the preliminary plat for Harvest Valley phase 5 & 6 with site specific condition of approval from the staff report in section 7 being part of the motion.

OR

I make a motion to deny the application for Harvest Valley Subdivision Phase 5 & 6 for the following reason:



**CITY OF EMMETT**  
Planning & Zoning Department

**STAFF REPORT**

**DESCRIPTION: PRELIMINARY PLAT APPLICATION FOR HARVEST VALLEY SUBDIVISION  
PHASE 5 & 6**

**FILE NUMBER: PP-19-001**

**ZONING COMMISSION PUBLIC HEARING DATE: MAY 6, 2019, 6:00PM, JUNE 3, 2019**

**OWNER: KEVIN ROWLEY  
25325 LON DAVIS ROAD  
PARMA, ID 83660**

**APPLICANT: KEVIN ROWLEY**

**SUBJECT PROPERTY: NORTH OF HARVEST VALLEY SUBDIVISION #4**

**STAFF PLANNER: BRIAN SULLIVAN**

**1. APPLICATIONS SUMMARY/BACKGROUND:**

The applicant, Kevin Rowley, is requesting City approval of the preliminary plat application for Harvest Valley Subdivision phase 5 & 6. The proposed single-family detached residential development contains 90 building lots on approximately 26.86 acres. Phase 5 consists of 40 building lots and 4 common lots. The remaining 50 building lots and 6 common lots are in Phase 6. The gross density for this site is 3.6 residential lots per acre. Lot sizes range from approximately 7,500 square feet to 11,000 square feet.

The property is currently zoned R-1, Single Family Residential, which has a 6,000 square foot minimum lot size. Phase 5 & 6 had preliminary plat approval in 2006, and the developer applied for final plat approval of phase 5 in 2006, but the developer at that time failed to complete the project. Sewer and water lines were installed in phase 5, but no public improvements were done in phase 6. The preliminary plat approval for Harvest Valley Phase 5 & 6 expired in 2007 and the property remains within the city limits. This application is using the same subdivision plans that were approved in 2006. The city has a different engineering firm than who was used in 2006, and they have reviewed the plans for compliance.

**2. APPLICATION & PROPERTY FACTS:**

**A. Site Address/Location:**

Preliminary Plat Application  
Harvest Valley Subdivision phase 5 & 6

The subject property is located at the northeast corner of Harvest Valley Subdivision. The subdivision lies within Section 9 of T 06N, R 01 W.

- B. Current Owner(s): PV LLC
- C. Applicant(s): Kevin Rowley
- D. Present Zoning: R-1 Single Family Residential
- E. Present Comprehensive Plan Designation: Area of City Impact
- F. Property Size: Approx. 26.86 Acres

### 3. APPLICATION PROCESS FACTS:

- A. Application Submittal:  
The applications for this item were received by the Zoning Department on March 14, 2019. The applications were deemed complete on March 14, 2019.
- B. Notice of Public Hearing:  
Notice of Public Hearing on the application for the Emmett Zoning Commission was published in accordance with requirements of Title 67, Chapter 65, Idaho Code on April 17, 2019. Notice of this public hearing was mailed to all property owners within 300 feet of the subject property, in accordance with the requirements of Title 67, Chapter 65, Idaho Code on April 1, 2019. The physical property was posted for the public hearing on April 26, 2019.
- C. Relevant Ordinances and Required Actions:  
The subject Subdivision application will in fact constitute a Preliminary Plat as determined by ECC, Title 10, Chapter 2. By reason of the provisions of the Emmett City Code Title 10, Chapter 2, a public hearing is required before the Zoning Commission and a review of the decision by the City Council on the matter of the Preliminary Plat.
- D. History of Previous Actions on Property: Annexation and zoning application was approved by the City in 2000. The City Council approved a preliminary plat for Harvest Valley Subdivision phase 5 & 6 in 2006. After that plat approval, Grid Iron Development conducted construction and excavation activity which consist of installation of water and sewer lines in phase 5. The approval expired and the application is null and void. The property was under ownership of approximately 76 individual investors, whom tied the land up in legal battles. The property sat in limbo for several years until the current owner pursued the prospect of obtaining ownership of the property and was successful in purchasing the 26 acres.
- E. Companion Applications: None

### 4. LAND USE

- A. Existing Land Use(s): Bare land with partially excavated roadway with underground water and sewer lines in phase 5, and bare ground with no improvements in phase 6.
- B. Description of Character of Surrounding Area: Medium density residential in city limits (Harvest Valley Subdivision #4) with lot sizes of 7,500 to 8,500 square foot. Property to the east is storage units and bare land located outside of the city limits. Property to the north is single-family residential with lot sizes ranging from 1.7 acres to 5 acres.
- C. Adjacent Comprehensive Plan, Zoning and Land Use:



	<b>COMP PLAN DESIGNATION</b>	<b>ZONING DESIGNATION</b>	<b>LAND USE</b>
<b>North of site</b>	Area of City Impact	R-2, Residential Transitional (Gem County)	Rural & Rural Residential Single-family residential (low density)
<b>South of site</b>	Area of City Impact	R-1 Single Family	Harvest Valley # 4
<b>East of site</b>	Area of City Impact	A-2, Rural Transitional Agriculture (Gem County)	Storage Units and agricultural land
<b>West of site</b>	Area of City Impact	A-2, Rural Transitional Agriculture (Gem County)	Pastureland

D. Site Design Information:

<b>SITE DATA</b>	<b>TOTAL ACREAGE OF SITE</b>	<b>PROPOSED LOT AREA</b>	<b>MINIMUM LOT SIZE (R-1 ZONE)</b>
	26.86	7,500 – 11,000 sq. ft. +/-	6,000 sq. ft. (standard lots) 7,500 sq. ft. (corner & radius lots)

- E. Streets and/or Access Information: The subject property is situated immediately south of E. Main Street, designated as a Minor Arterial (100-foot right-of-way) on the Emmett Major Street Map. East Main Street provides frontage to the proposed subdivision at the location where S. Fuji Ave. connects with E. Main Street. The remaining boundary of the subdivision does not boarder E. Main St. An easement will need to be obtained from Gem County Drainage District #1. Project limit ends more than 40' from E. Main and will cross Gem County drain and connect to E. Main Street. This connection will occur in phase 5 of this development. An all-weather road will be constructed, and the bridge built in phase 5. Along the subdivision's west boundary lays vacant pastureland, and to the east of phase 6 is storage units and agricultural farmland. If approved, all new streets would be dedicated to the City of Emmett as public right-of-way.
- F. Landscaping: ECC 9-17 lists several required landscaping elements for subdivisions. Most of these items are addressed in detail at the time of final plat submittal. However, the applicant has submitted a landscape plan showing some open space area with no trees in the buffer between the subdivision, canal, and drainage ditch. This is requirement from Last Chance Ditch Company and Gem County Drainage District #1 to not allow any trees or shrubs in this easement. ECC 10-3-1 requires a minimum open space contribution based on the number of building lots. Staff's interpretation of ECC 10-3-11.F is that phase 5 is required to have 1.16 acres of open space (1.23 is provided) and phase 6 is required to have 1.46 acres open space (1.38 is provided). The overage in phase 5 brings the development into compliance and provides 2.61 acres of open space.

5. COMPREHENSIVE PLAN ANALYSIS (Staff comments are in *italics*)

Below are selected sections and analysis from the Joint Gem Community Comprehensive Plan (last updated in 2010) that are relevant to this application:

### **Housing Chapter**

Policies for the Gem Community:

3.1 Encourage the provision of quality and diverse housing, as well as creative subdivision designs, of all price ranges for present and future residents.

*The single-family detached housing is not adding any "diversity" to the city's housing stock, but it does meet the minimum requirements of the existing R-1 zone. Similarly, the subdivision design meets the minimum requirements of the R-1 zone.*

3.2 Create and maintain a high quality of life through the provision of adequate open space and recreational opportunities.

*Harvest Valley phase 5 & 6 preliminary plat shows a combined area of open space, open to all residents of the subdivision, per ECC 10-3-11(B), of 2.61 acres. This complies with the open space requirement.*

3.6 Support an open housing market free from discrimination based on race, religion, sex, family status, mental or physical handicap.

*The Harvest Valley CC&R's, while not enforced by the City of Emmett, must be free of any discrimination and/or policies which are in violation of this federal housing rule.*

### **Education Chapter**

Goal 4 Policies:

5.4.1 Prepare and provide relevant information on proposed residential development applicants to all education providers.

*The Harvest Valley plat application was submitted to Emmett School District #221 informing them of the proposal. No comments from Emmett School District #221 were received.*

### **Recreation & Open Space Chapter5**

Park Facilities & Acquisition Goal:

E2.3 New development. . .and all changes of land use will be considered as opportunities to. . .encourage the development of recreational open spaces and parks as part of new planned developments.

*Harvest Valley Subdivision does incorporate 2.61 acres of open space into its design.*

### **Land Use Chapter**

General Land Use Policies:

12.5 Promote the design and landscaping of attractive entranceways into our communities.

*A detailed landscape plan must be submitted for the final plat of the Phase 6 entrance to E. Main St.*

12.11 Growth should start at the community centers and radiate outwards in a logical, orderly fashion.

*The proposed subdivision phases would extend an existing subdivision and municipal services in a logical manner to the east and continue existing public streets.*

### **Transportation Chapter**

Transportation Goal Statement: "Develop a balanced and mixed transportation system which provides for the efficient and safe movement of people and goods."

- 10.1.2 Achieve a balanced transportation system including roadways, public transit, bicycle routes, sidewalks and other modes of transportation.
- 10.1.3 Support a local transportation system connected to all modes of the regional transportation network and designed and developed to reduce existing and future traffic congestion and facilitate the safe, efficient movement of people and goods within the community.
- 10.1.4 Encourage clustering of uses and access points along arterial where applicable by land use.
- 10.1.6 Preserve and protect future transportation corridor rights-of-ways through the development review and permitting process.
- E1.7 Require traffic studies evaluating the impact of generated traffic volumes (internal and external circulation) to preserve the integrity of residential neighborhoods, as requested by the City.

*There are Comprehensive Plan policies that support the connectivity. No traffic study was prepared by the applicant and the City of Emmett does not require a full study unless the number of new lots exceeds 100 lots. The applicant has agreed to provide a traffic analysis of E. Main and Substation Road as requested by GCRB and provide to the city of Emmett prior to final plat.*

## **6. SUBDIVISION ORDINANCE FINDINGS (PRELIMINARY PLAT)**

Before recommending approval or approving any subdivision, ECC 10-2-3.H requires the Commission and City Council to consider the objectives of the Subdivision Ordinance and at least the following findings:

1. The conformance of the subdivision with the comprehensive development plan.  
*Staff finds the plat to comply with the Comprehensive Plan, as outlined in Section 5 above.*
2. The availability of public services to accommodate the proposed development.

*This finding expands upon the Preliminary Plat finding above by requiring all public services to be evaluated before approving a preliminary plat application. This includes, among other services, EMS, fire, law enforcement, library, schools, streets and irrigation. To date, written comments have been received from the following service providers:*

- Last Chance Ditch Company
- Gem County Treasure
- Keller Associates (City Engineer)
- Emmett Public Works Department
- Gem County Road and Bridge
- Kelsey Peterson- Nacho Properties LLC. Adjacent landowner.

*The Commission should review all the comments as well as public testimony from any service providers before deciding.*

3. The continuity of the proposed development with the capital improvement program.  
*The proposed preliminary plat appears to be in conformance with the capital improvement program.*
4. The public financial capability of supporting services for the proposed development.

*If this subdivision is approved, staff finds the following services will need to be provided by the city of Emmett to future residents:*

- *Water and Sewer*
- *EMS – Gem County*
- *Solid Waste- Contracted with Emmett Sanitation*
- *Streets*
- *Parks*
- *Cemetery*
- *Fire*
- *Law Enforcement*
- *Library*

*Public services to support the development would be handled through general tax and/or fee-for-service structures in place at the time of development.*

5. The other health, safety or environmental problems that may be brought to the commission's attention.

*Staff finds there are no significant health or environmental problems in connection with this property.*

#### **7. SITE SPECIFIC CONDITIONS OF APPROVAL (P&Z Dept.)**

*P&Z staff offers the following recommended conditions of approval for the PP application. Other departments/agencies have recommended conditions of approval separate from this report. Some of these are comments and information requests while others are topics for the Commission to consider.*

##### **Preliminary Plat Application**

1. Per ECC 10-4-2. E, all utilities within the development must be constructed underground.
2. Per ECC 10-3-11. F, the open space requirement for Phase 5 & 6 of Harvest Valley is 2.61 acres. Harvest Valley phase 5 & 6 preliminary plat shows a combined area of open space, open to all residents of the subdivision, per ECC 10-3-11(B), of 2.61 acres. *The application complies.*
3. All subdivision construction must follow the most current edition of ISPWC. (Idaho Standards for Public Works Construction) as adopted by the City of Emmett.
4. A detailed landscape plan must be submitted and approved prior to filing the final plat for each phase addressing all open spaces and the subdivision entrance to E. Main St.
5. If any open ditch on the property is relocated or enclosed, applicant shall submit written approval from the Irrigation District in charge of the ditch for said change with the construction drawings.
6. Applicant shall submit a final copy of the CC &R's for review by the City prior to filing any final plat.
7. Per ECC 9-20, all lighting within Harvest Valley Subdivision shall conform to the City of Emmett's dark sky lighting standards. Applicant shall add this requirement to the CC&R's.
8. Bridge connecting Phase 5 & 6 to E. Main Street will be constructed in Phase 5 of Harvest Valley.
9. Traffic analysis of the intersection of E. Main St. and Substation Rd will be completed and submitted prior to final plat of phase 5.
10. The applicant shall address the requirements and concerns outlined in agency letters from the following:
  - a. Gem County Road and Bridge Department, Neal Capps, dated 4/25/19. *Addressed prior to final plat.*
  - b. Last Chance Ditch Company, dated 3/14/2019 *Addressed*
  - c. Public Works Superintendent, Bruce Evans, dated 4/5/2019 *Addressed*
  - d. Keller Associates, Ryan Morgan, dated 3/21/19 *Addressed*
11. Applicant shall comply with ECC 10-2-3 regarding plat approval period standards and shall submit a Final Plat application for Phase 5 within one (1) year of Preliminary Plat approval and submit a Final Plat

application for Phase 6 within (1) year following the approval of the Final Plat for Phase 5.

## **8. STAFF RECOMMENDATION**

According to ECC 10-2-3. G.3, Preliminary Plat applications only require one (1) public hearing which is held before the Zoning Commission. The City Council does not hold a public hearing. As such, the Commission should be confident that any concerns of both the applicant and residents have been heard and the Commission has received all the information it needs to make a final recommendation to the City Council.

Staff recommends approval of the application for preliminary plat of Harvest Valley Subdivision phase 5 & 6 with Site Specific Conditions of Approval in Section 7 being part of the motion.

## Brian Sullivan

---

**From:** Colwell, Pat <pcolwell@to-engineers.com>  
**Sent:** Monday, May 20, 2019 8:44 AM  
**To:** Brian Sullivan  
**Cc:** Kevin Rowley  
**Subject:** Harvest Valley Subdivision No. 5 & 6 - Prelim PLat  
**Attachments:** 180359-Open Space-2.6 AC.pdf

Brian,

Per our conversations, it appears that the Planning and Zoning Commission's main three concerns were as follows:

1. Access to bridge crossing should be accomplished in Phase 5, instead of Phase 6.
2. A traffic impact study to analyze the intersection of Main & Substation (per Gem County Road and Bridge request) should be completed.
3. Open Space in the subdivision needs to meet City Code. (No in lieu contribution)

I think with this email we can solve each of these:

1. The developer agrees to this. Either a) the bridge will be kept in the same location and an all weather (gravel) surface will be located in Duchess Trail to provide emergency access or b) the bridge crossing will be relocated directly north of Bing Court.
2. The developer agrees to this. The traffic analysis of Main & Substation will be completed and provided to the City of Emmett prior to Final Platting.
3. The developer agrees to this. The new open space layout is attached to this email, meeting the City's requirement of 2.6 acres.

Thank you and if you have any questions, please let me know.

Pat

PATRICK COLWELL, PE | *Project Manager*



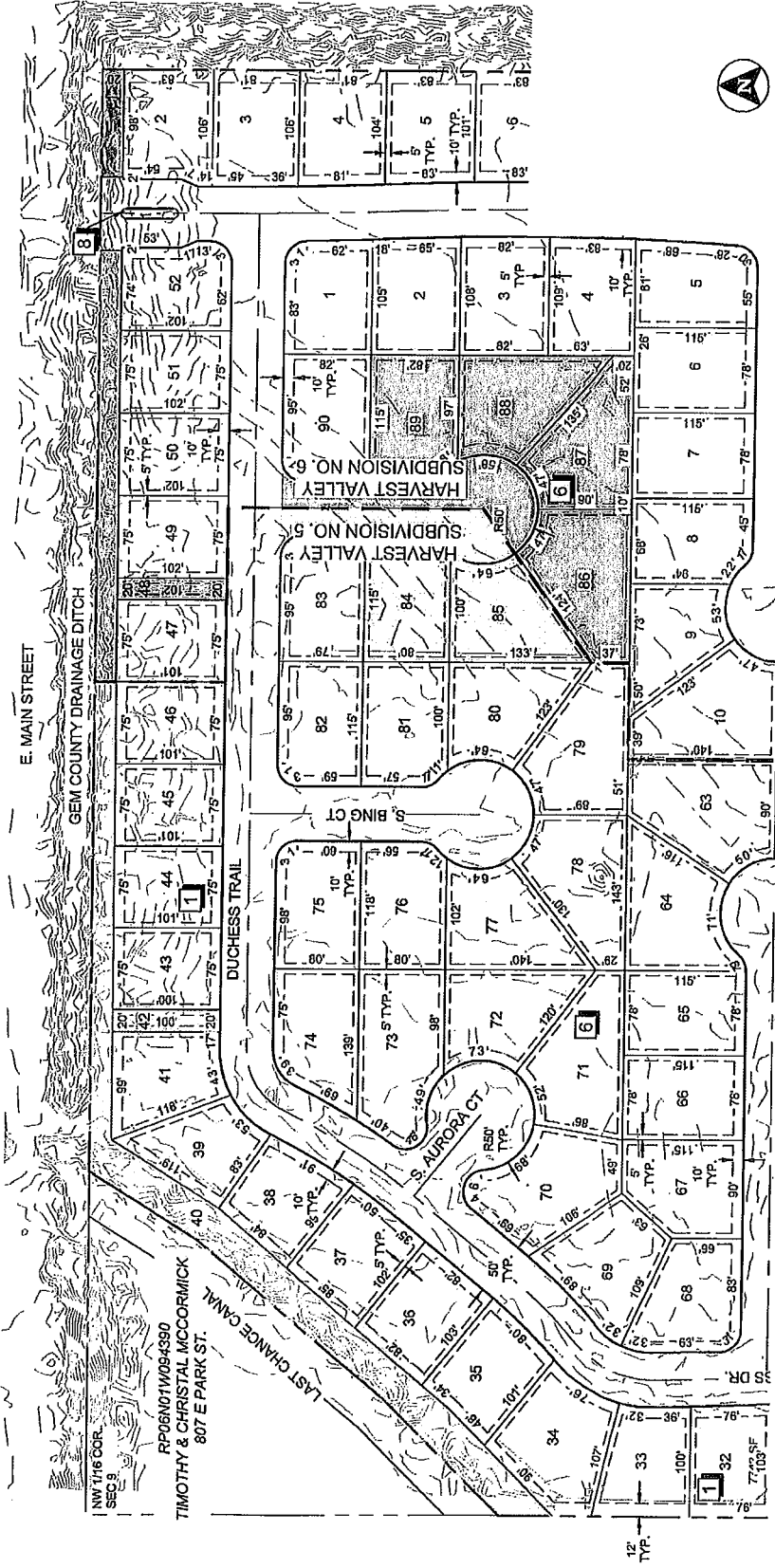
**T-O ENGINEERS**

332 N. Broadmore Way | Nampa, Idaho 83687

O 208.442.6300 M 208.631.9661

[www.to-engineers.com](http://www.to-engineers.com)

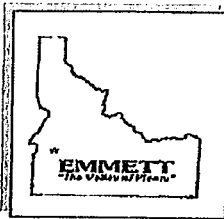
**HARVEST VALLEY SUBDIVISION NO. 5 & 6  
OPEN SPACE DISPLAY**



**LEGEND:**

[Symbol]	PHASE 5 - (1.23 ACRES)
[Symbol]	PHASE 6 - (1.38 ACRES)
<b>TOTAL = 2.61 ACRES</b>	

**T-O ENGINEERS**  
 332 N. BROADMORE WAY  
 NAAMPA, IDAHO 83887  
 PHONE: (208) 442-8300 WWW.T-O-ENGINEERS.COM  
 E-MAIL: INFO@T-O-ENGINEERS.COM DATE: 05/21/19 JOB: 18025



### CITY OF EMMETT MASTER PUBLIC HEARING APPLICATION

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

PROJECT NAME: \_\_\_\_\_

SITE INFORMATION:

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

Quarter: NE Section: 9 Township: 6N Range: R1W Total Acres: 26.86

Subdivision Name (if applicable): HARVEST VALLEY No. 546

Site Address: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_  
City: EMMETT

Tax Parcel Number(s): RPO6N01W094200 Current Zoning: R1 Current Land Use: \_\_\_\_\_

PROPERTY OWNER: Name: PV, LLC

APPLICANT: Name: KEVIN ROWLEY

Address: 3628 Hillcrest Dr

Address: 25325 Low Davi's Road

City: BOISE State: ID Zip: 83705

City: PARMA State: ID Zip: 83660

Telephone: 208-861-6900 Fax: \_\_\_\_\_

Telephone: 208-861-6960 Fax: \_\_\_\_\_  
Email: ACEINC@LIVE.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.

Larry Gillingham  
Signature: (Owner)

Kevin Rowley  
Date Signature: (Applicant) 3-11-19 Date

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

OFFICE USE ONLY

File No.: \_\_\_\_\_ Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Fee: \_\_\_\_\_ Receipt No: \_\_\_\_\_





**CITY OF EMMETT**  
**OFFICIAL PRELIMINARY SUBDIVISION APPLICATION**

**STANDARD SUBDIVISION PERMIT FEE:** \$600.00 + \$10.00 per lot (MAKE CHECK PAYABLE TO CITY OF EMMETT)

**CITY ENGINEER DEPOSIT:** MEET WITH THE SUPERINTENDENT OF PUBLIC WORKS TO DETERMINE DEPOSIT AMOUNT (365-9569) (Receipt must be submitted with application)

APPLICANT NAME: KEVIN ROWLEY PHONE: home 861-6960  
work 861-6960

ADDRESS: 25325 LN DAVIS ROAD

OWNERS OF RECORD: PV, LLC PHONE 861-6900

ADDRESS: 3628 HILLCREST DR BOISE ID 85705

ENGINEER, SURVEYOR, OR PLANNER: PAT COLWELL, T-0 ENGINEERS PHONE: 631-9661

PROPERTY ADDRESS AND LEGAL DESCRIPTION: ATTACHED

PROPOSED NAME OF SUBDIVISION: HARVEST VALLEY SUBDIVISION No. 546

I understand:

1. This application is subject to acceptance by the City of Emmett upon determination that this application is complete.
2. The hearing date is tentative and subject to change with notice.
3. This application is subject to a public hearing before the Emmett Zoning Commission.
4. Any review by the City of Emmett's Engineering firm will be subject to a fee determined by the Engineering firm and will be paid by the applicant.
5. The application fee is non-refundable.
6. The applicant or the applicant's representative must be present or the application will not be heard.

All information, statements, attachments, and exhibits transmitted with this application submitted are true to the best of my knowledge.

Signature: KLR

Date: 3-11-19

**VARIANCE/WAIVERS**

Will variances and/or waivers be requested from the subdivision ordinance? \_\_\_\_\_ YES  NO. If yes, please provide a description and basis for variance requests in a separate cover letter to be submitted to the Commission and the Council.

**SUBDIVISION FEATURES**

Lots and dwelling units per gross acre: 3.6 Number of Lots: 96 (RESIDENTIAL LOTS) + 5 COMMON Acres of land in contiguous ownership: 26.86  
Complete Gross Acreage of Subdivision: 26.86 Existing zoning classification: R1

**BUILDING PROGRAM**

Type of building construction proposed (Residential, Commercial, Industrial, Combination): RESIDENTIAL  
Type of dwellings proposed (Single-family, Duplexes, Multi-family, Apartments): SINGLE FAMILY  
Are there any existing buildings? \_\_\_\_\_ YES  NO. If yes, please describe the existing buildings: \_\_\_\_\_

**PUBLIC STREETS AND IMPROVEMENTS**

All streets, curbs, gutters, and sidewalks shall be constructed to Emmett City Standards.

**PRIVATE STREETS**

Are private streets proposed? \_\_\_\_\_ YES  NO

**PUBLIC UTILITIES**

Electric power, telephone, natural gas or any other public utility shall be installed as required by the utility providing service. Utility easements, as required by the utility companies, shall be placed on the plat.

**CITY SEWER AND WATER**

City sewer and water shall be installed as required by the City of Emmett. Easements, as required by the city, shall be placed on the plat.

**IRRIGATION**

Name of Irrigation Entity: LAST CHANCE IRRIGATION DISTRICT

Note: Written approval of the appropriate Irrigation Entity will be required for (1) Relocation of ditches; (2) Drainage into the ditches; and (3) Enclosing or covering ditches.

Is irrigation water to be provided to each lot?  YES \_\_\_\_\_ NO  
The point of delivery of the irrigation water that serves your property is: (please check one) \_\_\_\_\_ under the jurisdiction of the irrigation entity listed above; \_\_\_\_\_ under a private water user's association; \_\_\_\_\_ other (describe).

The names and addresses of each property owner within 500 feet of the subdivision boundary, either upstream or downstream, who may share the same irrigation or drainage delivery system must be provided by the applicant.

**DRAINAGE PLANS**

All preliminary plat applications shall include the land contours with 2 foot intervals reference to datum or at an interval acceptable to the City Engineer.

**FIRE PROTECTION**

Approved fire protection facilities shall be provided to comply with the requirements of the Emmett Fire Department.

**SCHOOLS AND PARKS** Do you propose any land dedications for future schools or parks? \_\_\_\_\_ YES  NO



**Emmett Zoning Department**  
 601 E. 3<sup>rd</sup> St. Emmett, Idaho, 83617  
**Brian Sullivan:**  
 bsullivan@cityofemmett.org  
**Doricela Millan-Sotelo:** dmillan-sotelo@cityofemmett.org  
 Ph. (208)365-9569 F. (208)365-4651

## Affidavit of Legal Interest

I, LARRY GILLINGHAM, residing at 3628 Hillcrest Dr  
Boise, ID being first duly sworn upon oath, depose  
 and say:

1. That I am the record owner of the property described on the attached, and I grant my permission to KEVIN ROWLEY to submit the accompanying application pertaining to that property.
2. I agree to indemnify, defend and hold Emmett City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property, which is the subject of the application.

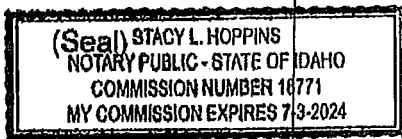
Dated this 11 day of March, 2019.

Larry Gillingham  
 Signature

State of Idaho)

County of Ada S.S.

On this 11 day of March, in the year of 2019, before me  
~~STACY HOPPINS~~ a notary public, personally appeared LARRY GILLINGHAM  
 proved to me on the basis of satisfactory evidence to be the person whose name is  
 subscribed to the within instrument, and acknowledged that he/she executed the same.



Stacy Hoppins  
 Notary Public  
 My Commission Expires on 7-3-2024





131 SW 5th Ave, Suite A  
Meridian, ID 83642  
(208) 288-1992

March 21, 2019

Bruce Evans  
City of Emmett, Idaho  
Public Works Director  
316 East Park Street  
Emmett, ID 83617

Re: **City of Emmett--Plan Review Comments for Harvest Valley No. 5 Subdivision**

**PLAN REVIEW**

Keller Associates has reviewed the Harvest Valley No. 5 Subdivision construction plans dated May 6, 2006 for compliance with the City's Standards for Public Works Construction and have the following comments.

Prior to Keller Associates approving construction plans, the petitioner shall provide one finalized plan sets on **yellow paper** to be stamped for approval, two reduced 11x17 plan sets on **yellow paper** and pdf on CD to Keller Associates. If you desire a signed copy for yourself than provide (1) one additional finalized plan set on **yellow paper**. Unbound or un-collated plan sets will not be accepted.

**Grading/Drainage**

1. Plans appear to have been prepared in 2006, is this correct? Provide a letter from the engineer of record (Lance Warnick, Treasure Valley Engineers) or copy of notification that they have been released and a new engineer has been hired.
2. Blow off assembly at Aurora Cul-De-Sac should be replaced with a Hydrant.
3. On Persimmon, water and sewer service lines are less than 6' apart at Lots 58,59, and 66.
4. Hydrant on Persimmon Cul-De-Sac should be 10' or less from the water main termination.
5. All cul-de-sacs should have a minimum diameter of 100' to face of curb.
6. An additional Hydrant is needed between hydrant on Persimmon Cul-De-Sac and Hydrant at Lot 68/69.
7. Irrigation pressure for each lot should be indicated or irrigation rotation schedule provided.
8. Provide seasonal high groundwater elevation on StormTech detail.
9. Provide a copy of geotechnical report that documents design infiltration rate.
10. Provide the completed Site Information Form for Storm Water Facilities.
11. Provide a drainage report that summarizes the drainage concept and basic assumptions and conclusions, along with drainage calculations.

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

Very truly yours,

**KELLER ASSOCIATES, INC.**

Ryan Morgan, P.E.  
City Engineer

JW/CW

cc: Engineer of Record (LB Engineering, Inc.)



131 SW 5th Ave, Suite A  
Meridian, ID 83642  
(208) 288-1992

May 2, 2019

Bruce Evans  
City of Emmett, Idaho  
Public Works Director  
601 E. 3<sup>rd</sup> St.  
Emmett, ID 83617

**Re: City of Emmett--Plan Review and Approval for Harvest Valley No. 5 Subdivision**

**PLAN REVIEW**

Keller Associates has reviewed the Harvest Valley Subdivision Phase 5 construction plans dated May 1, 2019 and find them to be in conformance with the City of Emmett Standards for Public Works Construction.

Upon completion of construction and prior to final acceptance by the City, the Petitioner shall be required to furnish the City a set of as-built plans on Mylar as well as on CD-ROM or disc in AutoCAD format and PDF format. The Petitioner shall provide development basemap files with as-built conditions including parcel lines, easements, sewer, water, storm, pressure irrigation, service lines, and other utilities in GIS format (shapefile) consistent with the City's GIS system. The GIS shapefile shall also contain all xyz coordinates for all manholes, gate valves, fire hydrants, water meters, water blowoff valves, and the end of each sanitary service line adjacent to the property lines. The shapefile shall also provide attribute data for each facility including but not limited to installation date, pipe and valve size, material identification, inverts (for manholes), address and meter size (water meters), identification numbers (manholes and fire hydrants), and other information required by the City of Emmett.

By stamping and signing the Final Plat and Construction Drawings, the Registered Professional Land Surveyor and Professional Engineer, respectively, are responsible to ensure that said plat and construction drawings conform to all City standards, ordinances, and policies (and State laws and statutes). Any variances or waivers to these standards, ordinances, or policies must be specifically and previously approved in writing by the City. Acceptance of the above referenced Final Plat and Construction Drawings does not relieve the Registered Professional Land Surveyor or the Registered Professional Engineer of those responsibilities.

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

Very truly yours,

**KELLER ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read "Ryan Morgan".

Ryan Morgan, P.E.  
City Engineer

JW/CW

cc: Developer



## QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REVIEW AND APPROVAL CHECKLIST

### About this form

- This checklist is optional to use and is guidance from DEQ to qualified licensed professional engineers (QLPE). This checklist describes the required elements of a QLPE project transmittal letter and is intended to assist DEQ in the tracking of drinking water and wastewater projects, as well as assist the QLPE in reviewing and approving certain types of Plans and Specifications.
- This checklist should be filled out by the qualified licensed professional engineer (QLPE) when the QLPE is reviewing and approving a project for construction under Idaho Code § 39-118(2)(d). If the project requires DEQ approval prior to construction, the QLPE shall direct the Design Engineer to submit the plans and specifications through the normal DEQ review process.
- This checklist may be used in place of a transmittal letter from the QLPE.
- This and other design checklists are available at any DEQ regional office or online at [http://www.deq.state.id.us/water/assist\\_business/engineers/checklists.cfm](http://www.deq.state.id.us/water/assist_business/engineers/checklists.cfm).
- **The other checklists include additional information about submitting a package of plans and specifications for DEQ review.**

### I. GENERAL PROJECT INFORMATION

1 Project Name: Harvest Valley Subdivision No. 5

2 Approving Authority\*: CITY OF Emmett

3 Qualified Licensed Professional Engineer:

Name: Ryan V. Morgan; P.E., LEED AP

Employer: Keller Associates

4 This approval is for:

Public drinking water system simple water main extension

Public sewer system simple wastewater main extension

5 Design Engineer \_\_\_\_\_

Name: Patrick Colwell

Employer: To Engineers

6 Project Owner or Developer: (Please provide exact name of owner or authorized representative)

Name: Kevin Rowley

Firm: \_\_\_\_\_

Address: 25325 Lon Davis Road

City: Parma State: ID ZIP: 83660

\* Approving Authority refers to the City, County, Quasi-Municipal Corporation, or Regulated Public Utility that is approving the plans and specifications per Idaho Code 39-118(2)(d).

QLPE CHECKLIST

**II. REQUIRED CERTIFICATIONS**

Checklist Item	Yes
A) I am the QLPE representing the Approving Authority.	<input checked="" type="checkbox"/>
B) This project consists of simple wastewater main extension(s), simple water main extension(s), or both. It complies with the current facility plan or preliminary engineering report. The water or wastewater system has adequate capacity for the project. (If required, please include declining balance spreadsheet to demonstrate capacity)	<input checked="" type="checkbox"/>
C) The Approving Authority has committed to serve this project and has reserved capacity for it. (Attach separate will serve letter or other documentation if needed.)	<input checked="" type="checkbox"/>
D) The Approving Authority will own and operate the project upon completion of construction. (Attach separate letter or other documentation if needed.)	<input checked="" type="checkbox"/>
E) I have reviewed the plans and specifications and verified that they comply with the facility and design standards (IDAPA 58.01.08 and IDAPA 58.01.16) and engineering standards of care.	<input checked="" type="checkbox"/>

**III. PLAN & SPECIFICATION APPROVAL**

Checklist Item	Yes
A) As the QLPE for the Approving Authority, I have approved the plans and specifications for construction. I am not the design engineer, nor was I otherwise involved in the design.	<input checked="" type="checkbox"/>
B) The plans and specifications have been marked as "Approved for Construction", and a copy of the approved plans were transmitted to DEQ with this checklist.	<input checked="" type="checkbox"/>
C) The plans are for simple wastewater main extension(s), simple water main extension(s), or both. No mechanical systems such as drinking water sources, treatment facilities, booster stations, storage facilities, or wastewater systems such as lift stations or treatment works are included with this project. **	<input checked="" type="checkbox"/>
D) This extension project will connect to: 1) Existing drinking water and/or wastewater mains owned by the Approving Authority.	<input checked="" type="checkbox"/>
<b>OR</b>	
2) A future main(s) not existing at the time of approval. The future main(s) will be owned by the Approving Authority. In such cases, sanitary restrictions will remain in force.	<input type="checkbox"/>

\*\* Portions of a project that require DEQ approval must be approved by DEQ prior to the QLPE approval of the drinking water or wastewater extensions. Alternatively, the drinking water and/or wastewater extensions may be submitted to DEQ for approval of the entire project.



QLPE CHECKLIST

IV. SANITARY RESTRICTIONS

If the project includes drinking water and wastewater main extensions that will be reviewed and approved separately, the two Approving Agencies must coordinate the review and approval as it pertains to the lifting of sanitary restrictions.

Recommendation Yes

I have reviewed and approved all drinking water and wastewater improvements included in this project, and I recommend that the district health department release sanitary restrictions.

OR

I have reviewed and approved only the drinking water  wastewater  (check one) improvements included in this project, and I recommend that the district health department release sanitary restrictions once they receive the approval from the other Approving Authority.

OR

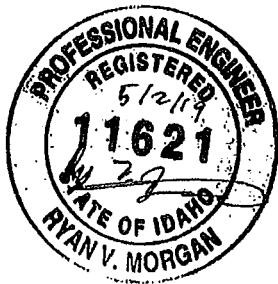
I recommend that the district health department leave sanitary restrictions in place.

V. NOTE ON RULES AND STANDARDS

This checklist addresses the majority of common items from the Idaho Rules for Public Drinking Water Systems (IDAPA 58.01.08), the Wastewater Rules (IDAPA 58.01.16, for QLPE approval of projects. However, this checklist is not all-inclusive, and users are expected to fully understand the rules and standards, apply them where necessary, and request interpretations from DEQ if there are any questions. DEQ regional offices may have additional written information that will assist in the design/approval process.

VI. QLPE CERTIFICATION

All responses indicated on the checklist above are accurately reflected in the attached Plans and Specifications.



QLPE's, Signature, Date and Seal

April 15, 2019

City of Emmett Zoning Commission:

My name is Kelsey Peterson, I am the owner of Nacho Properties LLC located on East Quail Run Road. I am writing regarding pp#19-001, to which my property borders on the East side. I would like to suggest that the zoning commission consider the recommendation or requirement of a perimeter fence for the parcels to be developed in Harvest Valley that are on the outer perimeter of the development. This could be done either by the developer or the individuals upon building.

The reason for my request is based upon my experiences over the last year since the previous phase began developing, just to the south. There are three houses in the southeast corner of the development that now border our property. I have been told by some of these home owners that there was an easement on our property for them to access it, and that they were told so by the builder/developer. I don't know if this was actually told to them or not, but I believe the easement they are referring to is the irrigation line that runs through their own property, not mine. Whether it is because of this misunderstanding, or just their nature, I have seen these individuals walk out through our field without permission. Furthermore, I am constantly picking up garbage (from neighbors and builders), shooting targets, and landscaping items dumped on our property, such as piles of rocks. And they have stored possessions on our side of the property, such as stacks of straw bales, or yard items.

I understand that these individuals are responsible for their own actions, I just hate to be the complaining neighbor that has to constantly keep 10 neighbors in check so that I too can enjoy my property without worrying about others' belongings, or strangers wandering on to my property when my kids may be out there alone. Likewise, I don't want anyone else's children to be at danger when we are out there shooting or when farm equipment is being used. Especially if one of the adjacent parcels ends up being used as a common area. Maybe the fence responsibility falls to me then, but the rest of the Harvest Valley subdivision has a perimeter fence that belongs to the HOA, and I don't know how that was established. Perhaps it could be put in the CC&Rs for these home owners to have one upon building.

In short, I thought it would at least be a point to talk about. I don't think I will get 10 neighbors there to agree on a plan for a fence down the road, so something planned beforehand would be nice. If it continues to be an issue, I can just put a barbed wire fence along the property line, but that doesn't sound or look very nice.

Thank you for your consideration,

Kelsey Peterson  
Nacho Properties, LLC

GEM COUNTY

OFFICE OF  
Megan Keene  
TREASURER  
TAX COLLECTOR  
PUBLIC ADMINISTRATOR



415 E MAIN STREET  
ROOM 200  
EMMETT, IDAHO 83617  
(208) 365-3272

April 9, 2019

Emmett Zoning Office  
Attn: Brian Sullivan  
601 E. 3<sup>rd</sup> Street  
Emmett, ID 83617

RE: Harvest Valley Subdivision #5&6 PP # 19-001  
Loc: NE ¼ NW ¼ of Section 9, Township 6N., R. 1 W., B.M., Gem County Idaho.  
PIN: RP06N01W094200

Dear Brian:

After reviewing the minor subdivision application for Harvest Valley Subdivision the following are my comments regarding the above parcel(s):

PARCEL RP06N01W094200 have the 2018 taxes paid in full and will have 2019 taxes due at a future date.

**Any split/combined/property boundary adjustment/sub parcels must have all taxes paid in full.**

***\*\*Please note--Splits, Combos, PBAs, Platted Subdivisions, and Manufactured Homes Declared Real need to be correctly recorded by no later than May 1, 2019, in order to show up in the 2019 Assessment Roll and 2019 Tax Roll. Anything recorded after that date will be valued and taxed based on how the property was as of January 1, 2019.***

If you have any questions, please feel free to contact the Treasurer's office.

Sincerely,

Megan Keene  
Gem County Treasurer



# 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: "Preliminary Platt for Kevin Rowley for Harvest Valley Subdivision Phase 5 & 6."

Brian:

City of Emmett Public Works Department has the following comments for Harvest Valley Subdivision Phase 5 & 6:

- Harvest Valley Subdivision – Phase # 5 water/sewer utilities have been installed to date.
- Pavement, storm water, street lighting, street signage, sidewalks, curb, & gutter along with common trench utilities (gas, telephone, cable TV, & power) have not been installed to date. All final work must meet current standards to complete phase # 5
- Harvest Valley Subdivision – Phase # 6 water/sewer utilities have not been installed to date along with pavement, storm water, street lighting, street signage, sidewalks, curb, & gutter along with common trench utilities (gas, telephone, cable TV, & power) have not been installed to date.
- All final work must meet current standards and have final review from City of Emmett City Contract Engineering, KELLER Associates to complete phase # 6. There will be an engineering pre-payment required for Construction review and for final plat review.
- Mr. Rowley has paid his engineering pre-payment for Harvest Valley Subdivision Preliminary Platt requirements to date.

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.

---

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



**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

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*

# LAST CHANCE DITCH COMPANY

PO BOX 428 / 118 N Commercial Ave  
Emmett ID 83617

President: Paul Derig  
Treasurer: Karen Fraley  
Secretary: Holly Hoff  
Director: Valerie Padgett  
Director: Blake Hasbrouck

Phone: (208) 365-1902  
Fax: (208) 365-1903  
Email: [lastchanceditch@gwestoffice.net](mailto:lastchanceditch@gwestoffice.net)

March 14, 2019

City of Emmett Planning and Zoning Department  
601 East 3rd St.  
Emmett, ID 83617

RE: Harvest Valley Subdivision, Emmett

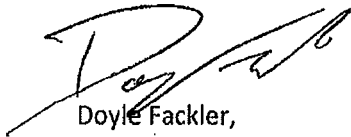
To whom it may concern,

Representatives of Last Chance Ditch Company and Gem County Drainage District #1 have met on site with the developers of the Harvest Valley Subdivision.

We have two facilities adjacent to this development: a canal on the northwest boundary and a drain ditch on the north boundary. Each facility has an easement extending 20' from the top of bank. Within this easement, we request no trees or shrubs.

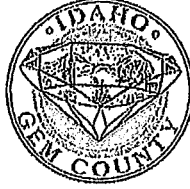
Drainage to the drain ditch is acceptable to Gem County Drainage District #1, provided the discharge is treated via a sand and grease trap prior to discharge. No discharge is allowed to the canal on the northwest boundary.

Sincerely,



Doyle Fackler,  
Last Chance Ditch Company  
Gem County Drainage District #1

*Gem County  
Road & Bridge Dept.  
402 North Hayes Ave.  
Emmett, ID 83617-2646*



*Neal Capps, Director  
Phone: 208-365-3305  
Fax: 208-365-2530  
Email: [gcrb@co.gem.id.us](mailto:gcrb@co.gem.id.us)*

April 25, 2019

Brian Sullivan  
Development Service  
6001 E 3<sup>rd</sup> St.  
Emmett, ID 83617

RE: Preliminary Plat (Harvest Valley Subdivision No. 5 & 6)

Dear Brian,

Gem County Road & Bridge (GCRB) has reviewed the application submitted by Harvest Valley Subdivision No. 5 & 6. GCRB has some concerns regarding the added traffic volume from this subdivision and will recommend the following conditions be added if approved by the City of Emmett;

1. Applicant shall hire an Idaho licensed Engineer to perform a traffic study on East Main Street and the intersection of Substation Road within Gem County Jurisdiction. Covering the following conditions;
  - Present day traffic volumes.
  - Calculated – Proposed traffic volume from the subdivision in question will generate if approved.
  - Outline safety concerns with the increased traffic flow on the intersection of East Main Street and Substation Road. If road improvements are warranted from this traffic study, applicant shall make all improvements at the intersection in question at the applicant's expense.
  - Applicant shall submit the traffic study results to GCRB and Keller Associates for review.
2. Proposed approach on East Main Street shall be built to GCRB approach standards at a minimum of 40' wide, requiring an Approach Permit issued from GCRB.

If you have any questions please notify my office at 208-365-3305

Sincerely,

A handwritten signature in black ink, appearing to read "Neal Capps", is written over a faint, illegible typed name.

Neal Capps, Director  
Gem County Road and Bridge



CITY OF EMMETT  
PUBLIC WORKS DEPARTMENT

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

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

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

City of Emmett  
Mayor Gordon Petrie  
Emmett City Council

Tuesday, June 18, 2019

RE: “Approving Coastline Equipment invoices in the amount of \$20,789.09.”

Mayor, City Council:

[ X ] Concur with approving Coastline Equipment invoices in the amount of \$20,789.09.

Attached are the invoices as Exhibit A.

I recommend the following motion: **"Motion to approve Coastline Equipment invoices in the amount of \$20,789.09."**


Sincerely,

Clint Seamons  
Superintendent of Public Works





COASTLINE EQUIPMENT  
 2000 East Overland Road  
 Meridian, ID 83642  
 (208) 888-3337  
 www.coastlineequipment.com

Customer Account Number	95783
 CITY OF EMMETT 501 EAST MAIN EMMETT ID 83617	

**STATEMENT**


Statement as of: 6/1/2019 Page 1 of 1

Date	Location	Reference	PO No	Description	Charges	Payments & Credits	Balance
5/1/2019	Meridian	584135	PW12	Parts Sale	\$104.31	\$0.00	\$104.31
5/6/2019	Meridian	585290	PW20	Parts Sale	\$59.30	\$0.00	\$59.30
5/6/2019	Meridian	585042	PW12	WORKSHOP INVOICE	\$1,173.02	\$0.00	\$1,173.02
5/21/2019	Meridian	589885	JOHNS AVE	Rental Invoice	\$9,650.25	\$0.00	\$9,650.25
5/21/2019	Meridian	589887	JOHNS AVE	Rental Invoice	\$3,834.90	\$0.00	\$3,834.90
5/22/2019	Meridian	590231	JOHNS	Rental Invoice	\$3,791.01	\$0.00	\$3,791.01
5/31/2019	Meridian	592856	JOHNS AVE	Rental Invoice	\$339.30	\$0.00	\$339.30
5/31/2019	Meridian	592877	JOHNS AVE	Rental Invoice	\$1,094.50	\$0.00	\$1,094.50
5/31/2019	Meridian	593010	JOHNS AVE	Rental Invoice	\$742.50	\$0.00	\$742.50

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	TOTAL
\$20,684.78	\$104.31	\$0.00	\$0.00	\$0.00	\$20,789.09

FINANCE TERMS: Terms are Net 30. A finance charge of 1.5% per month (18% annual percentage rate) will be added to all past due invoices except where prohibited by law.

Remittance Slip - Tear Off This Portion & Return With Your Payment

Account Number	95783	Account Name	CITY OF EMMETT CITYOFEMME3782		
Statement as of: 6/1/2019	 COASTLINE EQUIPMENT 2000 East Overland Road Meridian, ID 83642 (208) 888-3337 www.coastlineequipment.com			TOTAL PAID	
CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	TOTAL DUE
\$20,684.78	\$104.31	\$0.00	\$0.00	\$0.00	\$20,789.09

# COASTLINE Equipment

2000 East Overland Road  
Meridian, ID 83642  
Phone: (208) 888-3337  
Toll Free: (800) 479-3337  
Fax: (208) 888-3088  
www.coastlineequipment.com

Oxnard, CA (805) 485-2106  
Santa Ana, CA (714) 265-5500  
Sylmar, CA (818) 890-3353  
Bakersfield, CA (661) 399-3600  
Long Beach, CA (562) 272-7400  
Santa Maria, CA (805) 922-8329  
Meridian, ID (208) 888-3337  
Jerome, ID (208) 324-2900  
McCall, ID (208) 634-3903  
N. Las Vegas, NV (702) 399-2700  
Elko, NV (775) 777-7070



**JOHN DEERE**

Remit Payment To:  
2000 East Overland Road Meridian, ID 83642

INVOICE TO: 95783



USED AT:

## RENTAL INVOICE

CITY OF EMMETT  
501 EAST MAIN  
EMMETT ID 83617  
US

CLINT  
JOHNS AVE  
EMMETT ID 83617

Invoice No:	593010
Invoice Date:	05/31/2019
Contract No:	131180
Billing Cycle:	Monthly
Payment Type:	Account
Prior Invoices:	1
Page:	1 of 1

Invoice Period: 04/16/2019 to 05/13/2019

Next Invoice Date: 05/14/2019

### RENTAL UNIT DETAILS

Rental Unit No	Make	Model Name	PIN No	Billing Period	Rate	Rental Value	Tax
59312	EF	8'X20'X4" STEEL TREN	133929	04/16/2019 - 05/13/2019	\$1680.00	\$0.00	N
79666	EF	8'X24'X4" STEEL TREN	158261	04/16/2019 - 05/13/2019	\$1800.00	\$0.00	N

### RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
Adjustment Notes:						

### ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind
DELIVER 60" BKT & PICK UP 8X20	N	Value	\$337.50	\$337.50	N
PICK-UP 8X24, BKTS, & 7.5 YARD	N	Value	\$405.00	\$405.00	N

### CONTRACT INVOICE NOTES

EFFICIENCY 8'X20' STEEL TRENCH BOX WITH 48" SPREADERS  
\$245/DAY \$735/WEEK \$1,680/MONTH  
EFFICIENCY 8'X24' STEEL TRENCH BOX WITH 48" SPREADERS  
\$275/DAY \$800/WK \$1,800/MO - 4 WEEKS  
\*\*CUSTOMER HAS RECEIVED TAB DATA\*\*  
CUSTOMER RESPONSIBLE FOR ALL DAMAGES/ENVIRO FEE 1/2%

Customer PO No:	JOHNS AVE
Tax Exempt No:	Exempt
Salesperson:	AUSTIN OPHAUG

Rental Income:	\$0.00
Adjustment Amount:	\$0.00
Additional Charge Total:	\$742.50
Sales Tax:	\$0.00
Less Deposit:	\$0.00
<b>Invoice Total:</b>	<b>\$742.50</b>

### TERMS AND CONDITIONS

Terms are Net 30. A finance charge of 1.5% per month (18% annual percentage rate) will be added to all past due invoices except where prohibited by law.

Received by: ..... Date: .....

# COASTLINE Equipment

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Meridian, ID 83642  
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Long Beach, CA (562) 272-7400  
Santa Maria, CA (805) 922-8329  
Meridian, ID (208) 888-3337  
Jerome, ID (208) 324-2900  
McCall, ID (208) 634-3903  
N. Las Vegas, NV (702) 399-2700  
Elko, NV (775) 777-7070



**JOHN DEERE**

Remit Payment To:  
2000 East Overland Road Meridian, ID 83642

INVOICE TO: 95783

USED AT:

## RENTAL INVOICE

CITY OF EMMETT  
501 EAST MAIN  
EMMETT ID 83617  
US

CLINT  
JOHNS AVE  
EMMETT ID 83617

Invoice No: 592856  
Invoice Date: 05/31/2019  
Contract No: 131174  
Billing Cycle: Monthly  
Payment Type: Account  
Prior Invoices: 1

Invoice Period: 05/31/2019

Next Invoice Date:

Page: 1 of 1

### RENTAL UNIT DETAILS

Rental Unit No	Make	Model Name	PIN No	Billing Period	Rate	Rental Value Tax
76770	HITACHI	ZX345USLC EXCAVATOR	HCMD560A00010113			
71834	JOHN DEERE	54" EXC BKT 2.09YD F	J000069532-1			
86003	TAG	36" EXC BKT 1.50YD F	264408-10			
78280	TAG	60" EXC SMOOTH BKT 1	228421-6			

### RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
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Adjustment Notes:

### ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind
DEF FUEL 1.8 GALLONS	N	Value	\$1.80	\$1.80	N
PICK-UP CHARGE	N	Value	\$337.50	\$337.50	N

### CONTRACT INVOICE NOTES

2019 HITACHI ZX345 EXCAVATOR WITH 36" AND 54" BUCKETS  
\$825/DAY \$3,000/WK \$9,000/MO - 4 WEEKS  
5/7 ADDITIONAL 60" BUCKET #78280: 10% OF RENTAL RATE  
ENVIRON FEE: .50% DIESEL IF NEEDED: \$6/GAL DEF: \$10/GAL  
CUSTOMER RESPONSIBLE FOR ALL DAMAGES, FUEL, CLEANING (ESPECIALLY TRACKS), DAILY INSPECTION/GREASING, AIR FILTERS AS NEEDED, REGULAR MAINTENANCE, INSURANCE FOR LIABILITY AND PHYSICAL DAMAGE COVERAGE FOR THE VALUE OF THE MACHINE WITH COASTLINE EQUIPMENT AS ADDITIONAL INSURED AND LOSS PAYEE.

Customer PO No: JOHNS AVE  
Tax Exempt No: Exempt  
Salesperson: AUSTIN OPHAUG

Rental Income: \$0.00  
Adjustment Amount: \$0.00  
Additional Charge Total: \$339.30  
Sales Tax: \$0.00  
Less Deposit: \$0.00  
**Invoice Total: \$339.30**

### TERMS AND CONDITIONS

Terms are Net 30. A finance charge of 1.5% per month (18% annual percentage rate) will be added to all past due invoices except where prohibited by law.

Received by: ..... Date: .....

# COASTLINE Equipment

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Sylmar, CA (818) 890-3353  
Bakersfield, CA (661) 399-3600  
Long Beach, CA (562) 272-7400  
Santa Maria, CA (805) 922-8329  
Meridian, ID (208) 888-3337  
Jerome, ID (208) 324-2900  
McCall, ID (208) 634-3903  
N. Las Vegas, NV (702) 399-2700  
Elko, NV (775) 777-7070



JOHN DEERE

Remit Payment To:  
2000 East Overland Road Meridian, ID 83642

INVOICE TO: 95783



USED AT:

## RENTAL INVOICE

CITY OF EMMETT  
501 EAST MAIN  
EMMETT ID 83617  
US

CLINT  
JOHNS AVE  
EMMETT ID 83617

Invoice No:	590231
Invoice Date:	05/22/2019
Contract No:	131318
Billing Cycle:	Weekly
Payment Type:	Account
Prior Invoices:	0
Page:	1 of 1

Invoice Period: 04/24/2019 to 05/09/2019

Next Invoice Date: 05/10/2019

### RENTAL UNIT DETAILS

Rental Unit No	Make	Model Name	PIN No	Billing Period	Rate	Rental Value	Tax
73406	JOHN DEERE	50G COMPACT EXCAVATOR	1FF050GXCHH285865	04/24/2019 - 05/09/2019	\$1050.00	\$2750.00	N
71523	JOHN DEERE	36" WEDGELOCK BKT F/	2035226	04/24/2019 - 05/09/2019	\$0.00	\$0.00	N
77225	JOHN DEERE	24" WEDGELOCK BKT F/	1111	04/24/2019 - 05/09/2019	\$0.00	\$0.00	N

### RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
Adjustment Notes:						

### ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind
PARTS/DAMAGED PANEL	N	Value	\$727.26	\$727.26	N
ENVIRONMENTAL FEE	N	Value	\$13.75	\$13.75	N
DELIVERY CHARGE	N	Value	\$150.00	\$150.00	N
PICK-UP CHARGE	N	Value	\$150.00	\$150.00	N

### CONTRACT INVOICE NOTES

2018 JOHN DEERE 50G COMPACT EXCAVATOR WITH 24" AND 36" BUCKETS  
\$325/DAY \$1,050/WK \$3,150/MO - 4 WEEKS  
ENVIRON FEE: .50% DIESEL IF NEEDED: \$6/GAL  
CUSTOMER RESPONSIBLE FOR ALL DAMAGES, RUBBER TRACKS/CUTS, FUEL, CLEANING (ESPECIALLY TRACKS), DAILY INSPECTION/GREASING, AIR FILTERS AS NEEDED, REGULAR MAINTENANCE, INSURANCE FOR LIABILITY AND PHYSICAL DAMAGE COVERAGE FOR THE VALUE OF THE MACHINE WITH COASTLINE EQUIPMENT AS ADDITIONAL INSURED AND LOSS PAYEE.  
Rental Term: 2 weeks and 2 days

Customer PO No: JOHNS  
Tax Exempt No: Exempt  
Salesperson: AUSTIN OPHAUG

Rental Income:	\$2,750.00
Adjustment Amount:	\$0.00
Additional Charge Total:	\$1,041.01
Sales Tax:	\$0.00
Less Deposit:	\$0.00
<b>Invoice Total:</b>	<b>\$3,791.01</b>

### TERMS AND CONDITIONS

Terms are Net 30. A finance charge of 1.5% per month (18% annual percentage rate) will be added to all past due invoices except where prohibited by law.

Received by: ..... Date: .....

# COASTLINE Equipment

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McCall, ID (208) 634-3903  
N. Las Vegas, NV (702) 399-2700  
Elko, NV (775) 777-7070



**JOHN DEERE**

Remit Payment To:  
2000 East Overland Road Meridian, ID 83642

INVOICE TO: 95783

USED AT:

## RENTAL INVOICE

CITY OF EMMETT  
501 EAST MAIN  
EMMETT ID 83617  
US

CLINT  
JOHNS AVE  
EMMETT ID 83617

Invoice No: 589885  
Invoice Date: 05/21/2019  
Contract No: 131174  
Billing Cycle: Monthly  
Payment Type: Account  
Prior Invoices: 0  
Page: 1 of 1

Invoice Period: 04/16/2019 to 05/13/2019

Next Invoice Date: 05/14/2019

### RENTAL UNIT DETAILS

Rental Unit No	Make	Model Name	PIN No	Billing Period	Rate	Rental Value	Tax
76770	HITACHI	ZX345USLC EXCAVATOR	HCMD560A00010113	04/16/2019 - 05/13/2019	\$9000.00	\$9000.00	N
71834	JOHN DEERE	54" EXC BKT 2.09YD F	J000069532-1	04/16/2019 - 05/13/2019	\$0.00	\$0.00	N
86003	TAG	36" EXC BKT 1.50YD F	264408-10	04/16/2019 - 05/13/2019	\$0.00	\$0.00	N
78280	TAG	60" EXC SMOOTH BKT 1	228421-6	04/16/2019 - 05/13/2019	\$900.00	\$300.00	N

### RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
Adjustment Notes:						

### ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind
ENVIRONMENTAL FEE	N	Value	\$46.50	\$46.50	N
DELIVERY CHARGE	N	Value	\$303.75	\$303.75	N

### CONTRACT INVOICE NOTES

2019 HITACHI ZX345 EXCAVATOR WITH 36" AND 54" BUCKETS  
\$825/DAY \$3,000/WK \$9,000/MO - 4 WEEKS  
5/7 ADDITIONAL 60" BUCKET #78280: 10% OF RENTAL RATE  
ENVIRON FEE: .50% DIESEL IF NEEDED: \$6/GAL DEF: \$10/GAL  
CUSTOMER RESPONSIBLE FOR ALL DAMAGES, FUEL, CLEANING (ESPECIALLY TRACKS), DAILY INSPECTION/GREASING, AIR FILTERS AS NEEDED, REGULAR MAINTENANCE, INSURANCE FOR LIABILITY AND PHYSICAL DAMAGE COVERAGE FOR THE VALUE OF THE MACHINE WITH COASTLINE EQUIPMENT AS ADDITIONAL INSURED AND LOSS PAYEE.

Customer PO No: JOHNS AVE  
Tax Exempt No: Exempt  
Salesperson: AUSTIN OPHAUG

Rental Income: \$9,300.00  
Adjustment Amount: \$0.00  
Additional Charge Total: \$350.25  
Sales Tax: \$0.00  
Less Deposit: \$0.00  
**Invoice Total: \$9,650.25**

### TERMS AND CONDITIONS

Terms are Net 30. A finance charge of 1.5% per month (18% annual percentage rate) will be added to all past due invoices except where prohibited by law.

Received by: ..... Date: .....

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Bakersfield, CA (661) 399-3600  
Long Beach, CA (562) 272-7400  
Santa Maria, CA (805) 922-8329  
Meridian, ID (208) 888-3337  
Jerome, ID (208) 324-2900  
McCall, ID (208) 634-3903  
N. Las Vegas, NV (702) 399-2700  
Elko, NV (775) 777-7070



JOHN DEERE

Remit Payment To:  
2000 East Overland Road Meridian, ID 83642

INVOICE TO: 95783



USED AT:

## RENTAL INVOICE

CITY OF EMMETT  
501 EAST MAIN  
EMMETT ID 83617  
US

CLINT  
JOHNS AVE  
EMMETT ID 83617

Invoice No:	589887
Invoice Date:	05/21/2019
Contract No:	131180
Billing Cycle:	Monthly
Payment Type:	Account
Prior Invoices:	0
Page:	1 of 1

Invoice Period: 04/16/2019 to 05/07/2019

Next Invoice Date: 05/08/2019

### RENTAL UNIT DETAILS

Rental Unit No	Make	Model Name	PIN No	Billing Period	Rate	Rental Value	Tax
59312	EF	8'X20'X4" STEEL TREN	133929	04/16/2019 - 05/07/2019	\$1680.00	\$1680.00	N
79666	EF	8'X24'X4" STEEL TREN	158261	04/16/2019 - 05/07/2019	\$1800.00	\$1800.00	N

### RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
Adjustment Notes:						

### ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind
ENVIRONMENTAL FEE	N	Value	\$17.40	\$17.40	N
DELIVERY CHARGE (2 boxes)	N	Value	\$337.50	\$337.50	N

### CONTRACT INVOICE NOTES

EFFICIENCY 8'X20' STEEL TRENCH BOX WITH 48" SPREADERS  
\$245/DAY \$735/WEEK \$1,680/MONTH  
EFFICIENCY 8'X24' STEEL TRENCH BOX WITH 48" SPREADERS  
\$275/DAY \$800/WK \$1,800/MO - 4 WEEKS  
\*\*CUSTOMER HAS RECEIVED TAB DATA\*\*  
CUSTOMER RESPONSIBLE FOR ALL DAMAGES/ENVIRO FEE 1/2%

Customer_PO No:	JOHNS AVE
Tax Exempt No:	Exempt
Salesperson:	AUSTIN OPHAUG

Rental Income:	\$3,480.00
Adjustment Amount:	\$0.00
Additional Charge Total:	\$354.90
Sales Tax:	\$0.00
Less Deposit:	\$0.00
<b>Invoice Total:</b>	<b>\$3,834.90</b>

### TERMS AND CONDITIONS

Terms are Net 30. A finance charge of 1.5% per month (18% annual percentage rate) will be added to all past due invoices except where prohibited by law.

Received by: ..... Date: .....

# COASTLINE Equipment

2000 East Overland Road  
Meridian, ID 83642  
Phone: (208) 888-3337  
Toll Free: (800) 479-3337  
Fax: (208) 888-3088  
www.coastlineequipment.com

Oxnard, CA (805) 485-2106  
Santa Ana, CA (714) 265-5500  
Sylmar, CA (818) 890-3353  
Bakersfield, CA (661) 399-3600  
Long Beach, CA (562) 272-7400  
Santa Maria, CA (805) 922-8329  
Meridian, ID (208) 888-3337  
Jerome, ID (208) 324-2900  
McCall, ID (208) 634-3903  
N. Las Vegas, NV (702) 399-2700  
Elko, NV (775) 777-7070



**JOHN DEERE**

Remit Payment To:  
2000 East Overland Road Meridian, ID 83642

INVOICE TO: 95783



USED AT:

## RENTAL INVOICE

CITY OF EMMETT  
501 EAST MAIN  
EMMETT ID 83617  
US

CLINT  
JOHNS AVE  
EMMETT ID 83617

Invoice No: 592877  
Invoice Date: 05/31/2019  
Contract No: 131175  
Billing Cycle: Monthly  
Payment Type: Account  
Prior Invoices: 0  
  
Page: 1 of 1

Invoice Period: 04/16/2019 to 05/07/2019

Next Invoice Date: 05/08/2019

### RENTAL UNIT DETAILS

Rental Unit No	Make	Model Name	PIN No	Billing Period	Rate	Rental Value Tax
72654	EF	7.5 YD BEDDING BOX	154620	04/16/2019 - 05/07/2019	\$900.00	\$900.00 N

### RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
Adjustment Notes:						

### ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind
ENVIRONMENTAL FEE	N	% of Rental Income	.50%	\$4.50	N
DELIVERY CHARGE	N	Value	\$190.00	\$190.00	N

### CONTRACT INVOICE NOTES

EFFICIENCY 7.5 YD BEDDING BOX  
\$115/DAY \$350/WK \$900/MO - 4 WEEKS  
ENVIRON FEE: .50%

CUSTOMER IS RESPONSIBLE FOR ALL DAMAGES AND INSURANCE FOR LIABILITY AND PHYSICAL DAMAGE COVERAGE FOR THE VALUE OF THE MACHINE WITH COASTLINE EQUIPMENT AS ADDITIONAL INSURED AND LOSS PAYEE.  
RENTAL TERM: ONE MONTH

Customer PO No: JOHNS AVE  
Tax Exempt No: Exempt  
Salesperson: AUSTIN OPHAUG

Rental Income: \$900.00  
Adjustment Amount: \$0.00  
Additional Charge Total: \$194.50  
Sales Tax: \$0.00  
Less Deposit: \$0.00  

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Invoice Total: \$1,094.50

### TERMS AND CONDITIONS

Terms are Net 30. A finance charge of 1.5% per month (18% annual percentage rate) will be added to all past due invoices except where prohibited by law.

Received by: ..... Date: .....

**MUNICIPAL LEASE AGREEMENT**<sup>®</sup>

THIS MUNICIPAL LEASE AGREEMENT (the "Agreement") dated as of June \_\_, 2019 by and between CITY OF EMMETT, ("Municipality") and MOUNTAIN WEST BANK, DIVISION OF GLACIER BANK ("Lessor"),

WITNESSETH

WHEREAS, Municipality desires to lease Equipment hereafter described from Lessor through the financing herein provided;

NOW, THEREFORE, in consideration of the covenants, the parties agree in entering the Agreement, including all related Acceptance Certificates (as hereinafter defined)), as amended from time to time as follows:

**I. Assignment to Lessor; Lease to Municipality; Term; Tax Certifications**

Section 1.1 After discussions with the Supplier's Representative for the Equipment described on Exhibit A, Municipality has selected the Equipment and desires to lease the Equipment for its municipal purposes. Mountain West Bank has agreed to purchase the Equipment and transfer it to Lessee pursuant to the terms of this agreement. In this agreement, Mountain West Bank is referred to as the "Lessor" and Municipality as "Lessee."

Section 1.2. **Lease.** Lessor hereby rents and leases to Lessee and Lessee hereby rents and leases from Lessor the Equipment for a term of one year from the Commencement Date. Unless Lessee notifies Lessor to the contrary at least thirty 30 days prior to the end of the initial term or any renewal term, this agreement will be renewed for the next renewal term solely at the option of Lessee.

Section 1.3. **Term.** This Agreement will be effective on the date hereof. With respect to the Equipment, except as may be otherwise specifically provided in this Agreement, the obligation to make the Lease Payments provided for in this Agreement and as set forth in the Lease Payment Schedule hereto will begin on the execution of a certification in form satisfactory to Lessor and Lessee, substantially in the form attached as Exhibit "A" (the "Acceptance Certificate") therefore and expire or terminate upon the first to occur of: (a) the end of the fiscal year of

Lessee ("Fiscal Year") during which an Event of Nonappropriation (as defined in Section 2.5 below) occurs; (b) an event of default, as defined in Article V below ("Event of Default"); or (c) the later of the last Lease Payment date ("Lease Payment Date") specified in Exhibit "B" or the date on which all Lease Payments are paid. Expiration or termination of this Agreement will terminate all obligations of Lessee with respect to such Equipment (except to the extent moneys have theretofore been appropriated for such purpose). Upon termination of this Lease, Lessee will transfer possession of the Equipment to Lessor.

1.4. **Rent.** (a) Lessee agrees to pay rent for the initial term and any renewal terms at the rate stated in Exhibit B. All rentals shall be paid to Lessor at its offices specified in Exhibit B or to such other person or entity and at such other place as Lessor may from time to time designate by written notice to Lessee. Each rent payment contains an interest component set forth in Exhibit B, which Lessee agrees to pay as part of the rent.

(b). The parties understand that as long as Lessee has sufficient appropriated funds to make the payments hereunder, it will keep this agreement in effect through all the renewal terms and make all payments or it will exercise its option under paragraph 1.6 to purchase the Equipment.

(c). Lessee may cancel this agreement at the end of the initial term or any renewal term. In the event of a convenience cancellation by the Lessee, the Lessee shall pay to Lessor on demand the rent accrued and transfer possession of the Equipment to Lessor.

Section 1.5. **Title.** Title to the Equipment shall remain in the Lessor, subject to the terms and conditions of this agreement and Lessee's obligations hereunder. Lessor represents and warrants that it has not created any lien or encumbrance on the Equipment. Lessor shall at all times have access to the Equipment for the purpose of inspecting it, observing its operations or of altering, repairing and improving the Equipment.

Section 1.6. **Option to Purchase.** So long as Lessee



is not in default under this Agreement, Lessee shall have the option to purchase the Equipment at the end of the Initial Term or during any Renewal Term commencing prior to the third anniversary date of this Agreement, for a purchase price (the "Purchase Option Price") equal to the amount of all remaining rent set forth in Exhibit "B" (including accrued interest through the date of purchase); Provided that the option must be exercised not later than thirty (30) days prior to the expiration of the third anniversary of the Commencement Date of this Lease. The purchase option is exercisable by written notice to Lessor not less than 30 days prior to the end of the current term. The closing shall be within 10 days of the end of the current term at the offices of Lessor. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free from any lien or encumbrance created by or arising through Lessor, but without other warranties.

Section 1.7. Tax Certification and Indemnification.

(a) Lessee agrees and certifies as follows: (1) Moneys on deposit in any fund or account related to this Agreement will not be used in a way that will cause the interest component of any Lease Payment to be included in Lessor's income for federal tax purposes; (2) No use will be made of proceeds of the Agreement, or any funds or accounts of Lessee which may be deemed to be such proceeds, which would cause the Agreement to be an "arbitrage bond" under Section 148 of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder (the "Code"). Lessee will comply with the requirements of Section 148 of the Code; (3) Lessee will not take, cause to be taken or fail to take any action, the result of which would cause the interest component of any Lease Payment to be ineligible for exclusion from Lessor's gross income under Section 103 of the Code or would cause the Agreement to be a "private activity bond" or to fail to meet any applicable requirement of Section 149 of the Code; (4) Lessee will file the information report required by Section 149(e) of the Code, and provide to Lessor other evidence of the Lessee's filing of all necessary documents unless Lessor opts to make such filings as provided for under Section 6.1(c) below (5) The Agreement will not at any time be a "private activity bond" (as defined in Section 141 of the Code); (6) the reasonably anticipated amount of tax exempt obligations as described in Section 103(a) of the Code ("Tax Exempt Obligation") (including qualified 501(c)(3) bonds and excluding other private activity bonds) which will be issued by Lessee and its subordinate entities during any calendar year in

which an Acceptance Certificate is delivered will not exceed \$10,000,000. Not more than \$10,000,000 of obligations issued by Lessee during any calendar year in which an Acceptance Certificate is delivered will be designated by Lessee for purposes of Section 265(b)(3) of the Code. Lessee and its subordinate entities have not issued any Tax Exempt Obligations during this calendar year other than this Agreement and the obligations set forth on Exhibit "C" attached hereto. This Agreement has been entered into on the basis that Lessor will be entitled to the exception contained in Section 265(b)(3) of the Code (the "Exception") with respect to the deduction of interest expense allocable to tax exempt interest. If, as a result of the falsity or breach of Lessee's representations or agreements in this Section 1.7, Lessor will not have or will lose the right to claim the Exception, upon thirty (30) days' written notice to Lessee by Lessor, Lessee shall, to the extent permitted by the Agreement and by applicable law, pay Lessor an amount which, in the reasonable opinion of Lessor and after deduction of all taxes required to be paid by Lessor with respect to receipt of such amount, will cause Lessor's net after-tax return over the term of this Agreement to equal the net after-tax return that would have been available if Lessor had been entitled to the Exception.

(b) Lessee agrees and certifies as follows:

(1) (i) Lessee is a political subdivision of the State of Idaho with general taxing powers and is not a subordinate entity of any other political subdivision. (ii) This Lease will not at any time be a "private activity bond" (as defined in Section 141 of the Code). (iii) 95% or more of the net proceeds of this Agreement will be used for local governmental activities of the Lessee within the meaning of Section 148(f)(4)(D)(i)(III) of the Code, (iv) Lessee has not issued any Tax Exempt Obligations in this calendar year other than this Agreement and those referenced in Section 1.6(a) above, (v) the aggregate face amount of all Tax Exempt Obligations (other than private activity bonds), including this Agreement, which will be issued by Lessee and its subordinate entities during the calendar year in which Equipment is delivered will not exceed \$5,000,000.

(2) The gross proceeds (as defined in Section 148(f)(6)(B) of the Code) of this Agreement (including costs of issuance) will be expended for and allocated to the governmental purposes of this Agreement within six months after the date hereof.

(c) To the extent Lessee fails to qualify for either of the above rebate exceptions, it will (i) timely pay to

the United States any payments necessary to preserve the tax exempt status of the interest component of the Lease Payment (provided that this section is not intended to create a debt for purposes of the Constitution of the State of Idaho) and (ii) take all such actions that may be necessary to comply with the rebate provisions of Section 148(f) of the Code.

(d) Lessor, on behalf of Lessee, will pay the purchase price of the Equipment to the Vendor of the Equipment no later than five (5) business days after execution of the Acceptance Certificate. Lessee therefore reasonably expects that such proceeds will be spent within the three-year temporary period provided in the Treasury Regulations issued or proposed under the Code including amendments and successor provisions thereto (the "Regulations").

(e) Lessee has investigated the facts, estimates, and circumstances in existence on the date hereof, together with Lessee's exceptions as to future events. These are true and are complete in all material respects, and on the basis of such, it is not expected that the use of the sale proceeds hereof or any other moneys or Equipment will be used in a manner which will cause this Agreement to be an arbitrage bond within the meaning of Section 148 of the Code. Such expectations are reasonable, and there are no other facts, estimates, or circumstances that would materially change such expectations.

(f) None of the proceeds hereof will be used, directly or indirectly, in any trade or business carried on by any person other than a Governmental Unit, which is defined to include any state of the United States and any political subdivision, agency, instrumentality or entity acting by or on behalf of a state, but not including the United States or any agency or instrumentality thereof, no more than 10% of the Equipment will be used directly or indirectly in a trade or business carried on by any such person, and no more than 5% of the Equipment will be used directly or indirectly in a trade or business carried on by any such person which is not related to any government use of such Equipment.

(g) The Lease Payments will not be directly or indirectly (i) secured by any interest in Equipment used or to be used for a private business use or payments in respect thereof, or (ii) derived from payments in respect of Equipment or borrowed money used or to be used for private business.

(h) None of the proceeds hereof will be used, directly or indirectly, to make or finance loans to persons other than a Governmental Unit.

(i) No person, other than Lessee or another Governmental Unit, will use the Equipment on any basis other than the same basis as the general public; and no person other than a Governmental Unit will be a user of the Equipment as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) any other similar arrangement.

(j) Subsequent to fifteen (15) days before the date hereof, Lessee has not sold (nor will it deliver within fifteen (15) days after the date hereof) any other obligations pursuant to the same plan of financing, which will be paid from substantially the same source of funds (or which will have substantially the same claim to be paid from substantially the same source of funds) without regard to guaranties from unrelated parties as this Agreement or which will be paid directly or indirectly from the proceeds hereof.

(k) The Equipment is not to be sold or otherwise disposed of prior to the expiration hereof.

(l) The certifications and representations made herein are intended, and may be relied upon, as a certification described in Section 1.148-2(b)(2) of the Regulations.

(m) Lessor represents as follows:

(1) The Rent Payments under this Agreement are not unreasonably high.

(2) Lessor enters into this Agreement for investment purposes, however, Lessor may at any time, without notice, grant a security interest in, transfer or assign this Agreement, items or rights and remedies as Lessor to any party, with such party assuming all, part, or none of the Lessor's obligations. Lessee shall not assert against such party any defense, counterclaim, or offset Lessee may have against Lessor. Lessee acknowledges that any such grant, transfer, or assignment would not materially change Lessee's duties, risks, or interests under the Agreement.

(n) Should the payments hereunder be deemed by the State of Idaho or the federal government not to be exempt from income taxation, Lessee agrees that it will pay as additional sums hereunder sufficient funds to adjust the interest to be paid hereunder to an amount equivalent to the income contemplated hereunder as a tax exempt transaction. Said adjustment will be retroactive and apply to any installments already paid by Lessee to Lessor to the

extent that any ruling by any such taxing authority requires the payment of additional tax upon payments already received by Lessor. This obligation will survive the performance of this Agreement.

## II. Payment of Rent; Warranty Disclaimers

Section 2.1. Agreement to Pay. Subject to the limitation of Section 2.5 of this Agreement, Lessee will pay Lessor from funds appropriated therefore and any other moneys legally available for that purpose at the place set forth in Exhibit "B" or such other place as Lessor may designate the Lease Payments, in such amounts, including the interest component, and on such date as called for in each Supplement hereto together with the reasonable expenses of Lessor related hereto, except expenses included in the cost of the Equipment pursuant to Section 1.2, and any other payment required under the Agreement. If any amount payable hereunder is not paid within TEN (10) days after it is due, Lessee will pay to Lessor an amount equal to five percent (5%) of such overdue payment. Lessee's payment obligation hereunder is not subject to any defense, right of setoff or counterclaim arising out of any breach by Lessor, hereunder or otherwise, or out of any indebtedness or any liability at any time owing by Lessor. LESSOR HAS NO RIGHT TO COMPEL LESSEE TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF LESSEE.

## Section 2.2 Warranties.

(a) Lessor, at the request of Lessee, has ordered or will order the Equipment described on Exhibit A. The Equipment has been selected by Lessee and Lessor shall not be liable for specific performance of this agreement or for damages if for any reason the supplier fails to accept such order or delays or fails to fill the order. Lessee agrees to accept such Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit A. Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment.

(b) Lessor hereby assigns to Lessee for and during the term of this agreement all manufacturer's warranties and guarantees, expressed or implied, issued on or applicable to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in

connection with such warranties and guarantees at Lessee's expense. Lessee acknowledges that the Equipment has been purchased by Lessor in accordance with Lessee's specifications and from vendors selected by Lessee and that Lessor is not a manufacturer of or a dealer in such Equipment. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT, ITS QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, ITS DESIGN, CONDITION OR WORKMANSHIP; ITS FREEDOM FROM PATENT INFRINGEMENT; THE ENFORCEABILITY OF THE MANUFACTURER'S WARRANTIES AND GUARANTEES; OR AS TO THE TAX OR ACCOUNTING TREATMENT OF THE LEASE OF THE EQUIPMENT, AND HEREBY DISCLAIMS THE SAME.

(c) Lessee has made the selection of the Equipment based upon its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor or any persons on Lessor's behalf. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT, DEFECTS THEREIN, OR FAILURES IN THE INSTALLATION OR OPERATION THEREOF, LESSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, EQUIPMENT DAMAGE OR LOST PRODUCTION, WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

(d) Lessor is not responsible for, and shall not be liable to Lessee for damage resulting from the inoperability or loss of value of the Equipment due to any cause or situation (including without limitation governmental actions or regulations or actions of other third parties) whether or not presently foreseeable.

(e) Lessee represents and warrants that it has power to enter into this agreement, that all required procedures for execution of this agreement, including competitive bidding if applicable, have been complied with, and that all

rentals will be paid out of funds which are legally available for such purposes.

Section 2.3. Prepayment. If no Event of Default, or event which with notice or lapse of time, could become an Event of Default, exists, upon thirty (30) days prior written notice Lessee may prepay the purchase price of the Equipment by paying the applicable Option Price in Section 1.6 plus the Lease Payment due on such date.

Section 2.4. Appropriations. (a) The Lessee, by entering into this Agreement, acknowledges its current intention to make all payments due during its current fiscal year on the dates such payments are then due but does not commit to a legal or other obligation to make such payments or to incur any liability beyond the revenue and income provided during its then current fiscal year. In the event the Lessee's governing body fails to include in its proposed budget or related documents for the ensuing fiscal year or fails to appropriate sufficient funds to fully fund all of Lessee's obligations to make payments hereunder for any future fiscal year, or otherwise chooses not to renew the Lease Term of this Agreement for an additional fiscal year, then the Lessee will immediately notify the Lessor or its assignee of such occurrence and the Lessee's right to possession of the Equipment constituting, and all its interest in the Equipment, will terminate as of September 30 of the fiscal year in which the failure to appropriate occurs. In such case, the liability and obligations of the Lessee and remedies of Lessor will be limited to recovery only of funds appropriated for payments for the then current fiscal year. (b) The Lessee shall, for each ensuing fiscal year in which the payments are scheduled to be made and that, to the extent funds have been appropriated for the current fiscal year, it will make the payments pursuant to this Agreement; and that if sufficient funds are appropriated and budgeted by it for the next fiscal year for the lease of the Equipment, then the Term of this Agreement will be deemed renewed for such fiscal year and will be effective for such fiscal year.

Section 2.5. Nonappropriation. If the governing body of the Lessee fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year and no such appropriation is legally made within two weeks after demand by Lessor, an event of nonappropriation ("Event of Nonappropriation") will have occurred, and Lessee may terminate this Agreement at the end of the then current Fiscal Year, whereupon Lessee will be obligated to pay those amounts then outstanding and due under this Agreement. At the end of such Fiscal Year, Lessor

will have the right to take possession of the Equipment. Nothing in this Section or elsewhere in this Agreement will be deemed in any way to obligate the Lessee beyond its current fiscal year. If the Lessee fails or refuses to renew the Term of this Agreement for the next fiscal year as permitted above, makes any payment due for that purpose and relinquishes the Equipment as provided elsewhere in this Agreement, then Lessee will have no further liability under this Agreement.

### III. Duties of Lessor.

If no Event of Default or Event of Nonappropriation has occurred, Lessor or anyone claiming solely through or under Lessor will not interrupt Lessee's use of the Equipment.

### IV. Duties of Lessee.

Section 4.1. Use and Maintenance of Equipment. Lessee agrees that the Equipment will be used solely in the conduct of its business at its principal place of business unless Lessor is otherwise notified in writing of an alternate location and Lessor first agrees to such alternate location in writing. Lessee will maintain the Equipment in good repair and working order, reasonable wear and tear excepted, but in any event, to the same extent that Lessee would, in the prudent management of its properties, maintain comparable equipment. Lessee will comply with all laws, rules and regulations with respect to the use, maintenance and operation of the Equipment, and if any additional improvement to or replacement of any Item is required, Lessee will do so at its own expense. Lessee may add parts or accessories to the Equipment if it does not impair the value, utility, or warranties of such Equipment and is readily removable without causing material damage.

Section 4.2. Sale and Encumbrance. Lessee will not sell, lease or encumber the Equipment and will continue to own and use it for the public purposes of Lessee.

Section 4.3. Inspection and Tags. At any time during Lessee's normal working hours, Lessor may inspect the Equipment where it is located and inspect all related records of Lessee. Lessor may attach tags to any Equipment showing that Lessor retains title in it. Lessee will not allow any other name to be placed on the Equipment that might be interpreted as a claim to a lien thereon.

Section 4.4. Insurance; Damages or Destruction. Lessee will provide public liability insurance and

physical damage and loss acceptable to Lessor with respect to the Equipment in amounts not less than those specified in Exhibit "B" with either a responsible insurance company authorized to do business in the State of Idaho or an actuarially sound self-insurance program. Each policy will name Lessor as an additional insured and loss payee and provide that it may be altered or canceled only after thirty (30) days' written notice to Lessor. Lessee will deliver to Lessor on demand evidence satisfactory to Lessor showing the existence of such insurance, and will deliver to Lessor evidence satisfactory to Lessor showing renewal or replacement of such insurance within thirty (30) days prior to expiration or cancellation. If Lessee fails to maintain such insurance, Lessor may obtain such insurance as Lessor deems necessary, and Lessee will reimburse Lessor for all premiums therefore together with interest at eighteen percent (18%) per annum. Lessee will immediately notify Lessor of any loss for which an insurance claim may be made, and shall, at Lessee's option: (a) Exercise its option to purchase under Section 1.6; or (b) Place any damaged Equipment in as good a condition as before such damage.

Section 4.5. Taxes; Permits. (a) Lessee agrees to pay, and to indemnify, and hold Lessor harmless from, all license, sales, use, personal property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the Equipment or the ownership, delivery, lease, possession, use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom, except any federal or state income taxes payable by Lessor. Lessee may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the Equipment or any interest therein.

(b). Lessee shall provide all permits and licenses necessary for the installation, operation and use of the Equipment. Lessee shall comply with all laws, rules, regulations and ordinances applicable to the installation, use, possession and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit or license requires changes or additions to be made to the Equipment, such changes or additions shall be made by the Lessee at its own expense.

Section 4.6. Mortgages, Liens, Etc. Lessee will not directly or indirectly create, incur, assume, or permit the existence of any mortgage, security interest,

pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment, title thereto or any interest therein except the respective rights of Lessor and Lessee as herein provided and liens for taxes either not yet due or being contested in good faith and by appropriate proceedings. Lessee will promptly, at its own expense, take such actions as may be necessary duly to discharge any such mortgage, security interest, pledge, lien, charge encumbrance, or claim not specifically excepted above.

#### V. Events of Default and Remedies.

Section 5.1. Events of Default. The following will be Events of Default:

(a) Lessee's failure to pay any payment hereunder 15 days after it is due; (b) Lessee's failure to maintain the insurance required under section 4.4; (c) Lessee's failure to perform any covenant, condition or agreement under the Agreement within 30 days after written notice requesting that such failure be remedied; (d) Any representation or warranty made by Lessee to Lessor being materially false or misleading when made; (e) Lessee will become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or a receiver will be appointed for Lessee for a substantial part of its Equipment without its consent and will not be dismissed within a period of sixty (60) days, or bankruptcy, reorganization or insolvency proceedings will be instituted by or against Lessee and, if instituted against Lessee, will not be dismissed for a period of sixty (60) days; and, (f) Lessee defaults in any other material agreement to which Lessee is a party with third parties resulting in a right by such third parties to accelerate the maturity of Lessee's indebtedness under such other agreement, and such indebtedness materially impairs Lessee's ability to pay its obligations to Lessor under this Agreement.

Section 5.2. Remedies. Whenever an Event of Default has occurred subject to the limitation of Section 2.4 of this Agreement, Lessor may exercise any one or more of the following remedies: (a) By written notice to Lessee, declare all amounts coming due during the current Fiscal Year to be immediately due and payable; (b) Take possession of the Equipment, sell or lease it and retain the proceeds, holding Lessee liable for an amount equal to (i) all amounts payable hereunder to the end of the then current Fiscal Year less (ii) the proceeds of such sale or lease, however, if the proceeds of such sale or lease exceed the amount required to compensate the

Lessor for all payments contemplated under this Agreement plus any expenses related to said sale or lease, any costs to repair or replace the Equipment and any other expenses related thereto, then such excess proceeds will be paid to Lessee; and, (c) Take any action at law or in equity necessary or desirable to enforce its rights hereunder in the Equipment.

Section 5.3. No Remedy Exclusive; Repossession.

(a) No remedy herein is exclusive, and every remedy is in addition to every other remedy at law or in equity. No delay in exercising or failure to exercise any right or power will be a waiver thereof. No notice will be necessary to entitle Lessor to exercise any remedy, except as required in this Article. To the extent permitted by law, Lessee waives any requirements of law, now or hereafter in effect, which might limit or modify Lessor's remedies; (b) If Lessor is entitled to repossess the Equipment, Lessee shall, if Lessor requests, make it available at a reasonable place designated by Lessor and execute and deliver such documents as may be required to restore clear title to Lessor. Lessee will bear all costs of removal and delivery of the Equipment and repairs to Lessee's Equipment.

VI. Representations, Covenants, and Warranties of Lessee.

Section 6.1. Representations, Covenants and Warranties of Lessee.

(a) Lessee represents, covenants and warrants for the benefit of Lessor that Lessee is a political subdivision of the State of Idaho with statutory authority to enter into this Agreement, and has been duly authorized to execute, deliver and carry out its obligations under this Agreement and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body politic and corporate. Lessee is not subject to any legal or contractual provision which restricts or prevents it from entering into performing under this Agreement, except laws affecting creditors' rights generally. There is no known pending or threatened action, proceeding, or investigation affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable result would adversely affect this Agreement; (b) The Equipment is and will remain personal property and not fixtures, unless Lessor otherwise consents in writing; and (c) Lessee will file all necessary statements under Section 149(e)(2) of the Code to allow the interest payable under this Agreement to be excluded from the Lessor's income that is subject to federal and State of Idaho income tax and will furnish to seller evidence of such filing, or at the Lessor's option, it will notify Lessee of its intent to file necessary tax

filings on behalf of Lessee after which Lessee will provide Lessor all needed cooperation to facilitate such tax filings. The execution and performance of this Agreement will not violate any judgment, order, law, or regulation, constitute a default under any instrument binding upon Lessee, or create any encumbrance upon any assets of Lessee or the Equipment, except as herein provided. Lessee has never non-appropriated or defaulted under any of its obligations under any lease-purchase contract, bond, or other debt obligation. Lessee has been duly authorized to execute and deliver this Agreement in accordance with the terms and provisions of its duly adopted Resolution and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the due authorization of this Agreement. No approval, consent, or withholding of objection is required from any governmental authority other than Lessee with respect to the entering into or performance by Lessee of this Agreement. The balance sheet of Lessee for its most recent fiscal year and related earnings statement for such year have been furnished to Lessor and fairly presents Lessee's financial condition as of such date and the results of its operations for such year in accordance with generally accepted accounting principles consistently applied, and since such date there has been no material adverse change in such conditions or operations.

Section 6.2. Opinion of Counsel. If Lessor requests, Lessee will deliver to Lessor an opinion of Lessee's legal counsel on and as of the date of this Agreement with respect to the matters herein and such other matters as Lessor reasonably requests. In addition, Lessee agrees to provide Lessor with any other documents reasonably requested by Lessor prior to Lessor's funding of this Agreement.

VII. Assignments.

Lessor may assign and grant a security interest in any of its rights or interests in the Agreement or the Equipment. Lessee will not assign or grant a security interest in the Agreement or the Equipment in whole or in part.

VIII. Lessor's Rights to Perform for Lessee.

(a) Subject to the limitations set forth within this Agreement, if Lessee fails to perform or comply with any of its agreements contained herein, Lessor may, but will not be required to, make any payment or perform or comply with any covenant or agreement contained herein, and all reasonable expenses of Lessor incurred in connection therewith will be payable by Lessee upon demand together with

interest at the rate of eighteen percent (18%) per annum from the date of payment to the date of reimbursement; Lessee will promptly and duly execute and deliver to Lessor such further documents or instruments of further assurance and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder, if requested, at the expense of Lessee.

“Bank”

MOUNTAIN WEST BANK, DIVISION OF  
GLACIER BANK

By: \_\_\_\_\_  
Title

Address: 802 W. Bannock St., Suite 1100  
Boise, ID 83702

IX. Miscellaneous. The laws of the State of Idaho will govern the Agreement. Notice to either party will be sufficient if sent by first class United States Mail to the address shown below the party's signature. If a provision of the Agreement is invalid or unenforceable, the remainder may be enforced to the fullest extent permitted by law. This Agreement and each Acceptance Certificate may be executed in multiple original counterparts. The Agreement will bind and inure to the benefit of the parties' permitted successors and assigns. The headings herein will not in any way affect the Agreement. The Agreement is the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof. The Agreement may not be amended, changed, or modified except by written agreement executed by both parties hereto.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Agreement as of the date first above written.

CITY OF EMMETT

By: \_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Clerk

Address: 501 E. Main St., Emmett, ID 83617-3046

**EXHIBIT "A"**

**ACCEPTANCE CERTIFICATE**

The undersigned Municipality, having entered into a Municipal Lease Purchase Agreement dated June \_\_, 2019, (the "Agreement"), with MOUNTAIN WEST BANK, DIVISION OF GLACIER BANK ("Bank"), does hereby certify to Bank that:

1. The equipment listed in the attached Exhibit B (the "Equipment") is of a size, design, capacity, and manufacture selected by Municipality, is in good condition and has been satisfactorily delivered and installed. Municipality hereby expressly assumes all responsibilities in connection with the delivery and installation thereof;
2. Municipality is satisfied that the Equipment is suitable for Municipality's purposes;
3. Unless otherwise indicated on Exhibit B, the Equipment is new and unused on the date hereof except for routine testing and inspection;
4. Upon payment of the purchase price to the Vendor indicated in Exhibit B, there will be no liens, security interests, or encumbrances against the Equipment except the interest of Bank under the Agreement;
5. The Equipment is personal property and will not become either real property, fixtures or inventory;
6. Municipality authorizes Bank to pay the Vendor indicated in Exhibit B for the Equipment;
7. The representations and warranties of Municipality contained in the Agreement are true and correct in all material respects as of the date of this certificate; and
8. There exists no Event of Default or condition which, but for the passing of time or giving of notice or both, would constitute an event of Default under the Agreement.

DATED this \_\_\_\_ day of June, 2019.

MUNICIPALITY: CITY OF EMMETT

By: \_\_\_\_\_  
Title



**EXHIBIT "B"  
RENT PAYMENT SCHEDULE**

**1. ITEMS OF EQUIPMENT COVERED BY THIS AGREEMENT:**

Quantity	Vendor	Description/Serial No	Cost
1	Metroquip, Inc.	Vactor 2100i PD, 16" Vacuum, 10 Yrd Debris Combination Sewer Cleaner mounted on a 2020 Freightliner 114 4X2 SF chassis Serial no. 19-05V-18424 and VIN#1FVAG3FE0LHLG 9838	\$362,519.03

Equipment Location: 601 East 3<sup>rd</sup> St., Emmett, ID 83617

Vendor	Contact Name	Telephone Number
Metroquip, Inc.	Jeff McCoy	208-344-3318

Address: 1953 E. Commercial St., Meridian, ID 83680

**2. RENT PAYMENT SCHEDULE:**

Equipment Cost: \$362,519.03 (Per Vendor Invoice)  
 Less Trade In: \$ 20,000.00  
 Lease Amount: \$342,519.03

Municipality will pay 1 Rental Payment of \$91,275.19 in advance followed by 3 annual Rental Payments of \$91,275.19 beginning June \_\_\_\_, 2020. Schedule as follows:

**RENT PAYMENT SCHEDULE**

Pymt No.	Date	Payment Amount	Principal Amount	Interest Amount
1	6/ /19	\$91,275.19	\$91,275.19	0.00
2	6/ /20	\$91,275.19	\$80,145.09	\$11,130.10
3	6/ /21	\$91,275.19	\$83,695.52	\$7,579.67
4	6/ /22	\$91,275.19	\$87,403.23	\$3,871.96

**3. THIS OBLIGATION EARNS INTEREST AT AN ANNUAL PERCENTAGE RATE OF 4.43%. The payments herein will be composed of principal and interest components. In the event of changes in the Annual Percentage Rate due to events as outlined in 1.7 of this Agreement (Tax Indemnification), this payment and amortization schedule will**

be modified to Lessor's equivalent taxable annual percentage rate in order to preserve Lessor's anticipated after tax yield. Municipality will make 1 Rent Payment of \$91,275.19 followed by 3 annual payments of \$91,275.19. Municipality's first Rent Payment is due June \_\_\_\_, 2019 and all subsequent payments are due on the same day of each year after that. Municipality's final payment will be due on June \_\_\_\_, 2022. Payments include principal and interest and will be sufficient to cover the principal and interest components of the rent. Municipality shall also pay any unpaid collection costs and any late charges upon demand. The annual interest rate for the interest component of the Rent Payment is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.

**4. The minimum amount of insurance to be provided by Municipality with respect hereto is as follows:**

- a. Liability:
  - \$1,000,000.00 each individual
  - \$1,000,000.00 each accident
  - \$100,000.00 property damage liability
- b. Physical Damage and Loss: \$362,519.03
- c. Additional riders, exclusions or special terms required by Bank:

**5. MUNICIPALITY'S BILLING ADDRESS:**

501 E. Main St.  
Emmett, ID 83617

**6. ADDRESS PAYMENTS TO (Place of Payment):**

MOUNTAIN WEST BANK  
802 W. BANNOCK ST., SUITE 1100  
BOISE, ID 83702

**7. OTHER TERMS:** See the attached **Exhibit D** for maintenance and return provisions.

**7. The Municipality expressly agrees to pay the interest component together with the principal component of the Rent Payments specified herein.**

"Municipality" City of Emmett

By: \_\_\_\_\_  
Title

**EXHIBIT "C"**

**OTHER CITY OF EMMETT ["Municipality"] OBLIGATIONS**

**EXHIBIT "D"****Maintenance & Return Conditions****Maintenance & Repair:**

- a. Lessee at all times will maintain the **2020 Freightliner 114 4X2 SF VIN#1FVAG3FE0LHLGG9838** ["Equipment"] in a condition and manner suggested by the original manufacturer as required to validate any warranty.
- b. Lessee will use only original manufacturer's approved replacement parts and components in the performance of any maintenance and repair of the Equipment.
- c. Lessee will maintain current maintenance and repair records for the Equipment in a useable manner and will submit to Lessor upon the return of the Equipment.
- d. Lessee will at all times maintain the Equipment in good operational condition and appearance, and cannot discriminate such maintenance between owned or leased Equipment.

**Return Conditions:**

- a. The Equipment will be in a condition whereby it can be put immediately into revenue service at its original designated function and capacity. It will be in sound mechanical condition and be in good working order under full load and have the same attachments and piece parts as when delivered.
- b. All tires will be matched by generic type and tread design consistent with original delivery, free of cracks, cuts or rips, and with a minimum of 50% new tire tread remaining. The tires will be in safe and operable condition and all of the same manufacturer and style (no recaps).
- c. There will be a minimum of 40% life remaining on all undercarriage components including: track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, and track rollers.
- d. All air and fluid lines will be free of any leaks, cuts, cracks and the controls will operate as originally designed.
- e. The engine will operate to the

manufacturer's original specifications, will meet the current smoke emission standards, will be free of oil, water or other fluid leaks and will satisfactorily pass dynamometer test according to the manufacturer's specifications. If test is not satisfactory, repairs required to complete a satisfactory test will be completed by Lessee at its expense prior to return of the Equipment.

- f. The transmission, clutches, drive train and hydraulic system will function properly within the manufacturer's operating specifications.
- g. The brakes will hold the unit as specified by the original manufacturer without fading. No heat discoloration or warpage on brake cylinders, disks, wheels or pads, and brakes will have at least 50% remaining useful life.
- h. The radiator and cooling system will be free of leaks, punctures or holes, and be able to maintain unit in normal operating temperature range as specified by the original manufacturer.
- i. The electrical system will be in good operating condition with wiring free of cuts, breaks, or cracks, and batteries being able to maintain a charge in accordance with the original manufacturer's specifications.
- j. All glass will be intact and free of cracks, chips or glazing.
- k. The body will be completely clean without rust/corrosion, dirt, foreign material of any kind and have no missing sheet metal or any damage to sheet metal. The paint will be in good condition. There will be no structural damage to frame.
- l. The cab interior will be in good condition with operator's station and floor free of cuts, tears, rips, holes or burns.

LESSEE: CITY OF EMMETT

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

TITLE

**CERTIFICATE OF LESSEE**

I, the undersigned, am a duly authorized officer of the **City of Emmett** under the certain Municipal Lease Agreement dated June \_\_, 2019 (the "Agreement"), with **Mountain West Bank, Division of Glacier Bank** as Lessor (the "Lessor"), do hereby certify that:

**INCUMBENCY OF OFFICERS AND SIGNATURES:** I have custody of the records of Lessee and the following officers of the Lessee are duly elected or appointed and hold the office or title set forth opposite each individual's name, and the signatures opposite their names are true and correct, and where required, have been filed with the appropriate officials of the State, and each such individual has the authority to enter into the Agreement on behalf of the Lessee:

The person executing documents is: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature Required)

**ESSENTIAL USE:** Lessee has an immediate need for and expects to make use of the aforementioned Equipment, the need for which is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority.

**CERTIFICATE OF APPROPRIATIONS:** Monies for all rental payments to be made under the Lease for the **fiscal year ending September 30, 2019** are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those rental payments that may come due under the Agreement in such fiscal year.

This Certificate is based upon facts, circumstances, estimates and expectations of the Lessee as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

**LESSEE: CITY OF EMMETT**

By: \_\_\_\_\_

**EXTRACT FROM MINUTES OF BOARD RESOLUTION**

Lessee: CITY OF EMMETT

At a duly called meeting of the governing body of **CITY OF EMMETT (the "Lessee")**, held on the \_\_\_\_ day of \_\_\_\_\_, 2019, the following resolution was introduced and adopted.

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Municipal Lease Agreement (the "Lease") with **Mountain West Bank, Division of Glacier Bank** (the "Lessor") presented to this meeting. Lessee has determined that it is necessary, desirable and in their best interest to enter into the Lease for the purposes therein specified, and the execution and delivery and hereby approved, ratified and confirmed, and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment. Lessee designates and confirms that persons executing this Lease are authorized to execute, deliver and witness any and all related documents necessary to the consummation of this Lease.

**NOW, THEREFORE BE IT RESOLVED that:**

- a. the governing body of Lessee hereby represents that this Lease is to be a "qualified tax-exempt obligation" pursuant to Section 265(b)(3)(C) of the IRS Code of 1986 (the "Code") as amended; and
- b. Lessee has not issued, and reasonably anticipates that it will not issue Tax-Exempt obligations in the amount exceeding \$10,000,000.00, during the current calendar year.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Municipal Lease Agreement is the same as presented at said meeting of the governing body of Lessee.

Lessee: **CITY OF EMMETT**

By: \_\_\_\_\_  
Clerk - Treasurer

Date: \_\_\_\_\_, 2019

**ORDINANCE NO. O2019-01**

**AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING CITY CODE TITLE 1, CHAPTER 6D, SECTION 1: OFFICE ESTABLISHED; APPOINTMENT; TERM: MAKING THE APPOINTMENT OF THE SUPERINTENDENT OF PUBLIC WORKS SUBJECT TO THE CONSENT OF THE CITY COUNCIL AND REMOVING THE TWO (2) YEAR TERM.**

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

- I. City Code Section 1-6D-1: OFFICE ESTABLISHED; APPOINTMENT; TERM, is amended by interlineations and additions to read as follows:

“1-6D-1: OFFICE ESTABLISHED; APPOINTMENT; ~~TERM~~: There is hereby established an office of the City to be known and designated as the Superintendent of Public Works, by coordinating the offices of Overseer of Streets, Superintendent of Streets, Superintendent of Waterworks and Superintendent of Sewers in said office, and the Mayor shall appoint such Superintendent of Public Works, subject to the confirmation of the Council. ~~who shall hold such office for the term of two (2) years~~ The Superintendent of Public Works shall be subject to removal by the Mayor with the consent of the City Council.”

- II. This ordinance shall take effect and shall be in force from and after its passage, approval and publication as required by law.

Passed by City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Approved by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. O2019-02**

**AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING CITY CODE TITLE 4, CHAPTER 1, SECTION 2: FIRE CHIEF; POWERS AND DUTIES: REMOVING DEPARTMENT MEMBER POWER TO ARREST.**

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

- I. City Code Section 4-1-2: FIRE CHIEF; POWERS AND DUTIES, is amended by interlineations and additions to read as follows:

“The Fire Chief shall be the chief officer of the department and shall have the following powers and authority:

A. Direct control, management and direction of all officers and men of the department and the authority to detail any of them to such public service in the best interest and efficiency of the department as he may deem proper;

B. To promulgate and strictly carry out the rules and regulations of the department and to require all officers and members of the department to comply therewith;

C. To exercise exclusive command over the department at fires and over all equipment belonging to it;

D. To cause all fires to be extinguished with the least danger to life and to property and to prevent unnecessary damage by water and fires;

E. To cause the premises on which fires have occurred to be left in such condition that they will not rekindle or cause further damage to life or property;

F. At all fires, to post some fireman to prevent vehicles from driving over fire hoses and to prevent all persons to park vehicles in the block in which fire occurs, ~~and he and members of the department shall have power to arrest persons violating the foregoing;~~

G. To make an investigation of each fire and keep a record of the date, to determine the cause, if possible, amount of loss to buildings and contents, amount of insurance coverage, number and description of each building destroyed, together with the names of the owners and occupants;

H. To be present at or supervise all inspections of the department ordered by the City Council.”

- II. This ordinance shall take effect and shall be in force from and after its passage, approval and publication as required by law.

Passed by City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Approved by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



**ORDINANCE NO. O2019-03**

**AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, REPEALING CITY CODE TITLE 4, CHAPTER 1, SECTION 9: FIRE TRUCK CAPITAL IMPROVEMENT FUND.**

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

- I. City Code Section 4-1-9: FIRE TRUCK CAPITAL IMPROVEMENT FUND, is REPEALED.
  
- II. This ordinance shall take effect and shall be in force from and after its passage, approval and publication as required by law.

Passed by City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Approved by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. O2019-04**

**AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING CITY CODE TITLE 5, CHAPTER 1, SECTION 1: DEPARTMENT CREATED; QUALIFICATIONS; APPOINTMENTS: MAKING THE REMOVAL OF THE CHIEF OF POLICE SUBJECT TO THE CONSENT OF THE CITY COUNCIL.**

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

- I. City Code Section 5-1-1: DEPARTMENT CREATED; QUALIFICATIONS; APPOINTMENTS, is amended by interlineations and additions to read as follows:

“There is hereby created a Police Department of the City, and members thereof shall be citizens of the United States and shall be over the age of twenty one (21) years. Said Department shall consist of a Chief of Police, appointed by the Mayor with the consent of the City Council, and subject to removal by the Mayor ~~at any time with the consent of the City Council~~, and such number of police as may be from time to time authorized by the Mayor and City Council and appointed with their consent, and such special police as may from time to time be appointed by the Mayor as exigencies arise.”

- II. This ordinance shall take effect and shall be in force from and after its passage, approval and publication as required by law.

Passed by City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Approved by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. 02019-05**

**AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING CITY CODE TITLE 5, CHAPTER 1, SECTION 2: CHIEF OF POLICE; REPORTS REQUIRED: REMOVING THE REQUIREMENT TO REPORT THE NAMES OF PERSONS ARRESTED.**

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

- I. City Code Section 5-1-2: CHIEF OF POLICE; REPORTS REQUIRED, is amended by interlineations and additions to read as follows:

“The Chief of Police shall make a written report monthly, giving a true account of the number of arrests made, ~~persons arrested~~ and the nature of the offense charged, and such further reports as may be requested by the Mayor or City Council.”

- II. This ordinance shall take effect and shall be in force from and after its passage, approval and publication as required by law.

Passed by City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Approved by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. O2019-06**

**AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, AMENDING CITY CODE TITLE 6, CHAPTER 1, SECTION 4: U-TURNS PROHIBITED: REMOVING THE TERM "HORSEDRAWN VEHICLES".**

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

- I. City Code Section 6-1-4: U-TURNS PROHIBITED, is amended by interlineations and additions to read as follows:

"It shall be an infraction to turn motor vehicles ~~and/or horsedrawn vehicles~~, or to make what are known, termed or designated as "U-turns", at the following places in the city:

At any intersection on Main Street between Johns Avenue and the Farmer's Cooperative Irrigation Company canal.

Violation of this section shall be an infraction punishable by a fine not to exceed one hundred dollars (\$100.00), provided that if rule 9 of the Idaho infraction rules establishes a fixed penalty for this offense, the punishment shall be the amount fixed by said rule."

- II. This ordinance shall take effect and shall be in force from and after its passage, approval and publication as required by law.

Passed by City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Approved by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. O2019-07**

**AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, REPEALING CITY CODE TITLE 6, CHAPTER 1, SECTION 5: DRIVING RESTRICTIONS DURING FIRE ALARMS.**

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

- I. City Code Section 6-1-5: DRIVING RESTRICTIONS DURING FIRE ALARMS, is REPEALED.
  
- II. This ordinance shall take effect and shall be in force from and after its passage, approval and publication as required by law.

Passed by City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Approved by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**City's Strategic Pillars**  
**6/25/19**

- 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. 15%**
- Update outdated city ordinances, **implement new ordinance**-----80% zoning and building only.
- Obtain accessibility inspector certification for ADA compliance----40%
- Create ADA transition plan to evaluate all City owned buildings and property. 5%
- Certified Floodplain Manager 75%

***Expenditures requiring authorization from higher and purpose of expenditure***

- None

***Current Projects***

1. Start reviewing lot sizes for R-2, duplex zone. Would like to reduce the minimum lot size from 8000 down to? Had first and second meeting on this, zoning commission is on board to reduce lot size down to 6000 sq. ft. for a R-2 zone. Will bring back a formal amendment.
2. Start on proposal to adjust/reduce boundaries of the Historic Central Business District for design review.
3. Drafting ordinance to allow placement of tiny homes. This amendment has been approved by the State of Idaho Building Code Board and will go in to the Legislature in January 2018.
4. Re-writing Area of Impact Agreement between City of Emmett and Gem County.
5. Started a draft Oil and Gas Ordinance. Draft is done. Working on revisions
6. Ordinance revision to allow Manufactured Homes in an R-1 zone without a variance. Draft is done.
7. Starting Flood plain ordinance for the City. Draft is done.
8. Revisions to rubbish ordinance.
9. Working with County to finalize Area of Impact Map boundary reduction.
10. May 2019: Total permits = 27, New house = 7, - Hangars = 0, Manufactured Home = 9, Fees Collected: \$ 17,900.21
11. Airport Planning for the future.
12. Zoning Applications:
  - Annexation application Hwy 16 and S. Johns, southeast corner—**Set for public hearing June 25, 2019**
  - Harvest Valley Sub. # 5 & 6 preliminary plat—**Continued hearing to June 3, recommend approval to Council**
  - Development Agreement modification—**Council meeting June 11, 2019**
  - SUP- Heritage Park Stick built home in R-4 Zone, June 3, 2019 meeting ---**Approved**

***Plan for next 30 days***

13. Convert our building permit software over to Black Mountain: Partially complete
14. Continue with Building, ADA, and Floodplain webinars
15. Review Economic Development chapter of comp. plan
16. Interview and hire a replacement for Mary—Offer made for replacement
17. ~~Reviewing Census Boundary Maps and making changes as needed.~~
- 18.

***Training***

- **None.**

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

## ***City's Strategic Pillars***

6-20-19

- 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***

- Employee Health Insurance Renewal- Costs/Coverage
- Establish an Asset Management Document for each Department
- Explore additional investment opportunities for a higher yield on funds
- Set up electronic files for permanent documents (resolutions, ordinances, ect.)
- Increase ACH (Direct Pay) 10% or 30 Clients

### **Expenditures requiring authorization / purpose of expenditure**

- None

### **Training**

- AIC Annual Conference

### **No less than Top Ten Accomplishments since last report**

- All employees signed up for IIIA Insurance, scheduled employee meeting with Agency
- Transfer checking fund balance to LGIP Investment Fund
- Deputy Clerk attended AIC Annual Conference Training
- Clerk attended Idaho State Tax Commission meeting
- Increased ACH (Direct Pay) 40 Clients since January 2019 – Total ACH now 358
- Completed May Financials and Bank Reconciliation
- Produced election packets for Mayor and Council election
- Contacted Access Idaho for bank card set up for fee income
- Hired Accounts Payable/Utility Clerk
- Presented 2019-2020 Preliminary Budget numbers to Council

### **Plan for next 30 days**

- Set up Bankcard payment processing on fee income
- Set up Permitting Module with Public Works and Black Mountain
- Increase ACH limit with bank on Direct Payments
- Change Persi Rates on all employee files beginning July 1
- Change Health Insurance, Dental and Vision Rates on employee files beginning with 7/11/19 payroll
- Approve tentative budget and send publication to Messenger Index
- Review Dispatch Funding Agreement with Fire and Police - Submit to Council for Approval
- Deputy Clerk to attend Weinhoff Drug Certification Class



# City of Emmett, Idaho

Monthly Financial Report

May 2019

## OUR CASH...

Account Balances

<b>GENERAL FUND –</b>	
Cash & Investments	\$ 2.156M
<b>STREET FUND –</b>	
Cash & Investments	\$ 248,875
Investments	\$ 138,546
Cash	\$ 110,329
<b>LIBRARY FUND –</b>	
Cash & Investments	\$ 193,013
Investments	\$ 167,661
Cash	\$ 25,351
<b>CEMETERY FUND –</b>	
Cash & Investments	\$ 90,392
INVESTMENTS	\$ 54,123
CASH	\$ 36,269
<b>PERPETUAL CARE FUND –</b>	
CASH & INVESTMENTS	\$ 82,171
INVESTMENTS	\$ 72,351
CASH	\$ 9,820
<b>WATER FUND –</b>	
Cash & Investments	\$ 3.217M
Investments	\$ 2.778M
Bond Payment Reserve	\$ 297,063
Cash	\$ 141,671
<b>SEWER FUND –</b>	
Cash & Investments	\$ 4.503M
Investments	\$ 3.231M
Bond Payment Reserve	\$ 962,987
Cash	\$ 309,299
<b>SANITATION FUND –</b>	
Cash & Investments	\$ 150,220

## OUR CASH FLOW..... BUDGET VS. ACTUAL

### GENERAL FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2018-19 Budget</b>	<b>\$ 2,506,379</b>	
Revenues to Date	\$ 1,765,002	70%
Expenditures to Date	\$ 1,661,822	66%

### Road & STREET FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2018-19 Budget</b>	<b>\$ 514,476</b>	
Revenues to Date	\$ 467,643	91%
Expenditures to Date	\$ 434,721	84%

### LIBRARY FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2018-19 Budget</b>	<b>\$ 238,530</b>	
Revenues to Date	\$ 149,851	63%
Expenditures to Date	\$ 153,986	65%

### CEMETERY FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2018-19 Budget</b>	<b>\$ 117,696</b>	
Revenues to Date	\$ 63,439	54%
Expenditures to Date	\$ 65,847	56%

### WATER FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2018-19 Budget</b>	<b>\$ 1,733,400</b>	
Revenues to Date	\$ 1,033,315	60%
Expenditures to Date	\$ 856,514	49%

### SEWER FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2018-19 Budget</b>	<b>\$ 2,114,800</b>	
Revenues to Date	\$ 1,454,897	69%
Expenditures to Date	\$ 758,647	36%

### SANITATION FUND REVENUES AND EXPENDITURES

<b>Fiscal Year 2018-19 Budget</b>	<b>\$ 529,230</b>	
Revenues to Date	\$ 375,834	71%
Expenditures to Date	\$ 374,223	71%

## SPECIFIC REVENUES COLLECTIONS AT A GLANCE...

### PROPERTY TAX COLLECTIONS

<b>Budget</b>	<b>\$ 1,725,821</b>	
Revenues to Date	\$ 1,092,960	64%

### STATE SHARED REVENUES COLLECTIONS

<b>Budget</b>	<b>\$ 263,935</b>	
Revenues to Date	\$ 270,744	103%

### BUILDING PERMIT REVENUES COLLECTIONS

<b>Budget</b>	<b>\$ 35,000</b>	
Revenues to Date	\$ 48,485	139%



### ***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

### ***Emmett Fire Department Goals this Budget Year (with percentage of completion to date)***

- Coordinate the fit of all service support functions: maintenance/repair, quality control and technical support. (80% of completion)
- Provide all equipment necessary to allow for daily mission execution while meeting operational goals. (50% of completion)
- Provide constant, realistic and rigorous training to meet National Professional Development Model. (20% of completion)
- Provide a business inspection program that educates so that in each iteration high standards will be enforced, thus making our community safer. (10% of completion)
- Provide a positive work environment thus keeping well-trained and motivated firefighters for at least five year tours. (38% of completion)

### ***Expenditures requiring authorization from higher and purpose of expenditure***

#### ***No less than Top Ten Accomplishments since last report***

- Wrote strongly worded letter regarding the compensation for the CA deployment
- Met with a potential new hire
- Inspected a Hood System
- Educational facility inspected x2
- Fielded a question regarding Maglocks for Ingress and Egress in conjunction with Building Department
- Attempted to free some birds from a residence chimney
- Met with Dispatch, Sheriff, PD, IT, GCFEMS to discuss CAD
- Talked with Krista regarding meeting with the business owners to discuss the commercial inspection process
- Cut concrete and Goffs installed a new drain line and poured concrete for Extractor
- Air Storage for Cascade System sent to Norco for hydro-testing
- Began a list of items to surplus
- Began purging broken equipment or equipment that needed to be gotten rid of
- Fielded multiple questions for road requirements for the Gem County Fire Department
- Had a EHS student do a ride-along for a day
- Station Tour for a Kindergarten class
- Received word that another Emmett Firefighter was excepted into the National Fire Academy
- Inspected a new business
- Participated in the Valor Health Fair
- Met with Gem County EMS to discuss an upcoming TECC class; built flier to promote the class
- Planning upcoming Firefighter 1 class. We have 21 firefighters, but looking to hire 3 more and train three junior firefighters
- Filling out paperwork to become an NREMT training facility
- Renewing instructor certification for Idaho State EMS
- LEPC chaired
- All fire hose tested to the NFPA standard
- Assisted Valor Health with a possibility of a Hazmat situation, nothing came of it
- School tour at the station: hundreds of happy kids
- Engines 1 & 2 serviced
- Station Tour for Community Partners
- Ordered Bottle Filler H2O

***Plan for next 30 days***

- Training: Finishing Driver Operator
- ~~Training/Officer meeting scheduled for May~~
- Prevention Program: Inspections, Carberry School Sprinkler System, review Fire Evacuation Plans, go through keys at all schools, figure all zones and put in preplan for schools.
- Developing a cancer prevention program
- Clean back apron ~~throw away old hose~~
- Begin review of SOG's, revise as needed
- ~~Car Seat Program~~

***Training (See Attached)***

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

**EMMETT FIRE DEPARTMENT**

<b>Emp, Title</b>	<b>Training/Hours</b>	<b>Date</b>	<b>Location</b>	<b>Cost/Certificate</b>
<b>1 Firefighter</b>	<b>Command @ Control of Natural and Man made Disasters/ 100 hours</b>	<b>5/1-5/12</b>	<b>Emmettsburg Maryland</b>	<b>\$742/Yes ICS 300/400</b>
<b>2 Chiefs</b>	<b>Idaho Fire Chiefs Conference</b>	<b>5/2/19-2/5/19</b>	<b>Coeur d'Alene</b>	<b>\$1550/No</b>
<b># Emp. Trained</b>	<b>Total Training Hours</b>			<b>Total Cost</b>
				<b>\$2292</b>

### ***City's Strategic Pillars 6-20-2019***

- 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: Emmett Public Library is the heart of the community! Serving as a resource for information, education and recreation, as well as a place to meet, gather and learn.**

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

- Embrace a new awareness campaign, by collaborating with other community entities that support the library's mission of 2019-2020, partnerships developed and library usage will increase by 50%.
- Library will implement new software for improved patron financial recovery; expand delivery of learning opportunities through in-house & outreach programs.
- Library will support and enhance its early literacy program, through staff development and new learning STEM & STEAM opportunities. 50%
- Develop grant/gift programs as well as in-kind contributions, providing no less than \$50,000 a year towards budget. 45% **To date: Donations=\$15,485.16 + Grants=\$8912.00, In-Kind Donations=\$4,300.00**

***Expenditures requiring authorization from higher and purpose of expenditure***-None at this time

***Training last 30 days***- None over the last 30 days

#### ***No less than Top Ten Accomplishments since last report***

- Monthly Outreach Head Start (First Friday) give out books and hands on STEM activity 49 books(Last One)
- First Books Grant completed for partnership with Head Start FY 2019-2020-Pending
- Robotics Team @ library, formed, meeting 2x month
- Planning for Summer Reading Program, Children's, Tween-Teen's and Adult Programs, 300 participants
- June 5<sup>th</sup>, First Wednesday Family Event "Out-a-this-world art"
- Rotary Grant received \$1300.00
- 7<sup>th</sup> Grade library tour May 22<sup>nd</sup> (225 expected)
- Summer Reading begins June 3-July 23<sup>rd</sup>, weekly events on Tuesdays
- Cherry Festival Children's Parade entry "Wild West Aliens"
- Huge Fundraising Yard Sale June 13-15<sup>th</sup> along with Cherry Bake Sale

#### **Next 30 Days**

- Make-It and Mingle May 24<sup>th</sup>
- Star Gazing Party SRP July 19<sup>th</sup>
- CWI StarLab Planetarium July 23<sup>rd</sup>

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

2019 Library Stats	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	2019 Totals	2018 Totals	2017 Totals
<b>PATRONS</b>															
Resident	3923	3967	3990	4019	4045	4070	4089	4117						3900	3633
NonResident	1912	1925	1937	1950	1957	1975	1989	1998						1898	1685
Adult-Circulation	2069	1936	2029	2509	2474	2428	2191	2018					33297	25328	
Teen-Circulation	266	231	259	252	246	227	259	370					19764	3265	23159
Juvenile-Circulation	1898	1733	1369	1699	2106	2285	1740	2200					15030	21685	3470
<b>TOTAL BOOKS</b>	<b>4233</b>	<b>3900</b>	<b>3657</b>	<b>4460</b>	<b>4826</b>	<b>4940</b>	<b>4190</b>	<b>4588</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>68091</b>	<b>50278</b>	<b>48412</b>
Audios-Circulation	180	198	150	180	171	202	295	242					1618	2227	2510
In-house Tech-Circ	27	83	163	142	132	174	205	207					1133	462	New
In-house Book-Circ	89	76	100	223	246	263	209	174					1380	new	3931
Trade/Exchange-Circ	249	23	195	265	205	329	291	397					1954	3995	
Hobbies/Games/Kits-Circ	11	20	17	32	21	44	17/00/04	31/00/05					187	286	201
Video/DVD	1283	1584	1937	1980	2023	1922	1675	1692					14096	18302	15049
<b>TOTAL CIRCULATION</b>	<b>6072</b>	<b>5884</b>	<b>6219</b>	<b>7282</b>	<b>7624</b>	<b>7874</b>	<b>6865</b>	<b>7300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88459</b>	<b>75550</b>	<b>70103</b>
Children's Outreach	229	208	102	39	188	192	167	95					1220	2896	
Children's Activities	213	244	308	245	296	328	249	172					1883		2760
Family Activities	62	118	103	63	49	319	256	326					1296	488	857
Computer Usage	471	468	418	495	466	531	516	503					3868	5737	5674
Wifi Usage	507	497	481	509	531	466	491	521					4003	5981	4428
Reference/Phone	1269	1193	1079	1109	1008	1107	1236	1302					9303	18023	14919
Meeting Room	139	157	167	183	172	193	152	29					1192	1147	2755
Proc: Audios CD's	8	3	6	3	21	6	14	1					62	131	
Proc: DVDs/BRay	60	49	39	53	103	59	39/00	51/00					402	620	0
Proc: Books	245	206	228	174	248	281	269	235					1886	2620	2236
HobbyCollection/Tech	5	4	0	33	10	0	26/00	10/000					78	19	107
ILL snt/recvd	20	38	26	28	13	31	25	24					205	239	109
Audios Withdrawn/Hobby	2	0/30	0/00	37/11	006/000	001/000	000/000	20/000					40/41	8	306
Videos/DVD Withdrawn	34/28	07/000	02/002	803/41	115/006	001/001	011/015	000/28						361	818
Books Withdrawn	277	11	11	274	210	214	243	369					1609	1845	1072
Patron Visits	4372	3902	4045	5040	5103	5221	4980	4955					37618	49076	45633
Total Hours Open	170	153	153	156	148	167	170	177					1294	1911	1688
Volunteers/Foster	108	96.0	88	97.5	81	93.5	97	117.5					778.5	1473	1862
Friends of the Library-Yearly														1580	0

### ***City's Strategic Pillars***

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

- Retain 100% of Patrol Officers and Patrol Sgts. for no less than 3 years. (37% of Completion)
- 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. (% of completion)
- Reduce domestic violence repeat offenses by 50%. **(Current 1 / 2018 at this time 2)**
- Ensure 100% of police department staff attends C.I.T. Training to improve mental hold process by end of 2019 fiscal year. **(62% of completion)**
- Form, train and deploy a Narcotic Detection Team that includes a drug detection canine. (% of completion)

#### ***Expenditures requiring authorization from higher and purpose of expenditure***

- ***Purchasing 7 work cell phones for officers that currently do not have them. Cost for remainder of year is approximately \$2,000.***

### ***Training Last 30 days***

- See attached
  - ***No less than Top Ten Accomplishments since last report.***
- Are in the end of the process of hiring a part time evidence coordinator. Gave a conditional offer/Tentative start date 6/10/19. Pre-employment drug test still needed.
- Letters are being mailed to agency asking for their assistance during cruise night.
- Felony Probation and Parole will be assisting with Cherry Festival.
- County and City agreed to fund radio upgrades for GCSO and updated city repeater with homeland security money.
- Met with all local first responders who were informed that we are looking at changing our RMS. GCSO and EPD will be observing demos for both Spillman and EIS. During this meeting both the county and city agreed that we should look into providing cell phones for all our officers/deputies.
- The remaining cell phones have been purchased and assigned to officers.
- Received training in Alert Sense Emergency notification system. App added to new cell phones.
- Atty Sweeten and Sgt. Huff still working on COA to operate small Unmanned Aerial Systems.
- Fire Arms Training and Qualification will be held May 20<sup>th</sup> and June 3<sup>rd</sup>. Training completed.
- Talked to Bill Short of Gran Fondo. Letter of agreement will be presented at council meeting.
- Have agreed with county to approach PA office to see if we can purchase drones with joint funds.
- New patrol vehicles are getting emergency equipment and graphics completed in Utah.
- Patrol Officer is attending P.O.S.T. Academy that started beginning of May.
- Signed County ROW approval form for Team upcycle bike race on June 16<sup>th</sup>.
- Met with Nampa Bomb Squad. Working on a MOU which may include a fee.
- Sat in on a Crime Victims Compensation Presentation.

#### ***Plan for next 30 days***

- Will be purchasing signs from Squaw Butte Signs that authorize GCAT to tow vehicles that are not authorized to park in the city hall parking lot during Cherry Festival. (next year)
- Will be meeting with local bar owners preparing for cruise night.
- Have reviewed updated tow policy in Lexipol and need to review State Police Policy.
- Plan for Gran Fondo bike ride with surrounding agencies.

- Schedule teaching of 1<sup>st</sup> graders at both Carberry and Shadow Butte. Topic will be No, Go, Tell (next School Year).
- Complete the COA (certificate of Authorization for drone policy) takes up to 60 day approval by FAA.
- Host spring Crisis Intervention Team Training (CIT Training) in Emmett.
- Revamp Tow Policy
- Provide Domestic Violence Community Training in Emmett. Will be contacting Rose Advocates to assist with providing both training to first responders and the community.
- Review PAL Pound contract / revisit the possibility of increasing pound fees. Renew contract.
- Work with Roads department on improving 12<sup>th</sup> and Washington for both motorists and pedestrians.
- In process of obtaining contracts that other police departments have with their dispatch centers.



## CITY ORDINANCE May Report

	NEW	RESOLVED	OUTSTANDING
Junk / Abandoned Vehicles	19	8	33
Parking Violations	6	6	4
Prohibited Accumulations	1	2	6
Sidewalk Obstruction	1	3	2
Weeds/Trees	8	2	6
Animals Present / No permit	10	13	15
*Misc. Other	4	4	3
Citizen Complaint	14		
Officer Initiated	36		

\*Description of Misc Other -





## EMMETT POLICE DEPARTMENT

### May Patrol Statistics

	TOTAL
Felony Arrests - Male	3
Felony Arrests - Female	2
Misd. Arrests - Male	23
Misd. Arrests - Female	10
Infraction Cite	159
Dispatched Calls	413
Reports	131
Dogs Taken to Pound	7
Ordinance Calls	10

### Traffic Stops

Total Stops	294
Oral Warning	164

### Community Involvement

Participated in the annual fund raiser, Cops and Robbers, put on by the Gem County Recovery Community Center.

Attended the unveiling of the K9 Memorial at POST.

Participated in the state wide Seatbelt Mobilization, funded by a grant from ITD.

Participated in Health Fair at Valor Health by putting on a bike rodeo.

Participated in a foot traffic evaluation at Carberry. This was done to assist with the walking path that is being put in on E. 12th Street.

Attended open house at GCEMS.

Provided Traffic control for Pioneer Day at Carberry.

# CASE SUMMARY REPORT

From 05/01/2019 To 05/31/2019

**EMMETT POLICE DEPARTMENT**

Date	Time	Initial Remarks
05/01/2019	3:15 pm	INVESTIGATE VANDALISM
05/01/2019	5:04 pm	RESPONDED TO A NON INJURY ACCIDENT AT 288 HIGHWAY 16
05/02/2019	6:38 am	CITY ORDINANCE - DOG - BARKING / LICENSE
05/02/2019	5:17 pm	INVESTIGATED A DUI AND MENTAL HOLD ON A 54 YOA MALE
05/03/2019	9:38 am	CITY ORDINANCE - JUNK VEHICLES
05/03/2019	1:53 pm	CITY ORDINANCE - WEED VIOLATION / WRECKED VEHICLE ON ROADWAY
05/03/2019	10:00 pm	INVESTIGATED A THEFT OF \$200 FROM A RESIDENCE.
05/03/2019	11:15 pm	REPORT OF POSSIBLE CHILD ABUSE BY STEP MOTHER, FRUITLAND POLICE HAS TAKEN REPORT
05/04/2019	3:37 am	INVESTIGATED A DOMESTIC BATTERY
05/04/2019	1:47 pm	INVESTIGATED A THEFT OF A GARDEN RAKE FROM THE PATIO
05/04/2019	5:56 pm	CITED A 31 YOA MALE FOR NO INSURANCE 2ND
05/05/2019	7:21 am	INVESTIGATED A BURGLARY OF A COFFEE SHOP
05/05/2019	1:30 pm	INVESTIGATED A THEFT OF ITEMS FROM THE BACK SIDE OF THE LIBRARY
05/05/2019	10:15 pm	CITED A 31 YOA MALE FOR DWP
05/06/2019	12:19 am	PLACED A 33 YOA MALE ON A MENTAL HOLD
05/06/2019	1:49 pm	INVESTIGATED AN ATTEMPTED VIOLATION OF A NCO
05/06/2019	5:20 pm	RESPONDED TO A NON INJURY CRASH AT 4TH AND WASHINGTON
05/06/2019	5:40 pm	INVESTIGATED A VANDALISM OF A VEHICLE.
05/06/2019	6:20 pm	INVESTIGATED A BATTERY BETWEEN A 9 YOA MALE AND A SUBSTITUTE TEACHER.
05/07/2019	2:59 pm	RESPONDED TO A NON INJURY ACCIDENT AT WASHINGTON AND 12TH STREET
05/07/2019	3:20 pm	CITED A 31 YOA FEMALE FOR POSSESSION OF CONTROLLED SUBSTANCE AND PARAPHERNALIA
05/08/2019	8:30 am	INVESTIGATING POSSIBLE SEXUAL ABUSE OF 9 YEAR OLD BOY
05/08/2019	5:03 pm	RESPONDED TO A NO INJURY CRASH IN THE 1000 BLK OF S WASHINGTON
05/08/2019	8:12 pm	INVESTIGATED A NOISE COMPLAINT
05/08/2019	8:50 pm	INVESTIGATED A 16 YOA FEMALE THAT WAS A SUICIDAL SUBJECT
05/08/2019	9:04 pm	INVESTIGATED AN OPEN CONTAINER IN A 47 YOA MALES VEHICLE
05/09/2019	8:08 am	CITY ORDINANCE - TOO MANY CAMPERS STORED X4 (5 PRESENT) & LIVING IN CAMPER
05/09/2019	2:12 pm	CITY ORDINANCE - PROHIBITED PARKING - CAMPER IN ROADWAY
05/09/2019	3:00 pm	INVESTIGATED THEFT OF MONEY FROM REGISTER TILL, SUSPECT UNKNOWN
05/10/2019	4:17 pm	ARRESTED A 43 YOA MALE FOR 2 FTA WARRANTS
05/11/2019	6:10 pm	ASSISTED ISP WITH THE ARREST OF A 43 YOA MALE FOR DUI EXCESSIVE
05/11/2019	10:28 pm	ARRESTED A 20 YOA MALE ON A GEM COUNTY WARRANT
05/11/2019	11:02 pm	ARRESTED A 32 YOA MALE FOR A BENCH WARRANT
05/12/2019	3:00 am	INVESTIGATED AN AGGRAVATED BATTERY
05/12/2019	2:03 pm	RESPONDED TO A WELFARE CHECK THAT LED TO A MENTAL HOLD
05/12/2019	2:36 pm	INVESTIGATED A NON INJURY ACCIDENT
05/12/2019	10:24 pm	INVESTIGATED A CALL OF POSSIBLE DRUG ACTIVITY
05/13/2019	9:22 am	ARRESTED A 25 YOA FEMALE FOR A FELONY WARRANT.
05/13/2019	4:18 pm	RESPONDED TO A WELFARE CHECK ON A 53 YOA MALE
05/13/2019	8:15 pm	ARRESTED A 32 YOF FOR PROVIDING FALSE INFORMATION AND FTA BENCH WARRANT
05/13/2019	9:22 pm	ASST GCSO WITH UNDERAGE DRINKING
05/14/2019	10:59 am	CITY ORDINANCE - ANIMAL CRUELTY / SMELL
05/15/2019	7:45 am	CITY ORDINANCE - PROHIBITED ACCUMULATIONS
05/16/2019	9:53 am	INVESTIAGTING A FRAUD REPORT, UNKNOWN SUSPECTS
05/16/2019	3:28 pm	RESPONDED TO A NON INJURY ACCIDENT AT THE EMMETT HIGH SCHOOL PARKING LOT.
05/16/2019	10:31 pm	ARRESTED A 36 YOA MALE FOR AGGRAVATED BATTERY
05/17/2019	5:00 pm	INVESTIGATED SEXUAL BATTERY ON 74 YO FEMALE, SUSPECT 35 YO FEMALE
05/17/2019	11:42 pm	INVESTIGATED A COMPUTER CRIME

**CASE SUMMARY REPORT**

From 05/01/2019 To 05/31/2019

**EMMETT POLICE DEPARTMENT**

<b>Date</b>	<b>Time</b>	<b>Initial Remarks</b>
05/18/2019	4:13 pm	INVESTIGATED A THEFT OF WOOD PALLETS FROM ALBERTSONS
05/18/2019	6:28 pm	CITED A 43 YOM FOR POSSESSION OF CONTROLLED SUBSTANCE AND PARAPHERNALIA
05/18/2019	10:20 pm	ARRESTED 21 YOM FOR WARRANT
05/20/2019	7:36 am	INVESTIGATED A PETIT THEFT OF \$200 FROM A 52 YOA MALES WALLET.
05/20/2019	12:57 pm	INVESTIGATED FRAUD ON A 70 YOA FEMALE.
05/20/2019	2:30 pm	INVESTIGATED A BURGLARY AND THEFT AT D&B.
05/21/2019	7:21 am	CITY ORDINANCE - WEEDS
05/21/2019	8:09 am	CITY ORDINANCE - DUMPSTER PARTIALLY OBSTRUCTING PUBLIC WAY / NO PERMIT
05/21/2019	11:40 am	INVESTIGATED FRAUDULAT USE OF A FINANCIAL TRANSACTION CARD.
05/21/2019	3:20 pm	CITY ORDINANCE - POSSIBLE DOGS AT LARGE/DEPOSITS ON NEIGHBOR LAWN
05/21/2019	8:39 pm	INVESTIGATED A 15 YOA FEMALE WITH A KNIFE THREATING TO KILL FATHER AND SISTER
05/22/2019	1:56 pm	CITY ORDINANCE - WEED VIOLATION
05/22/2019	1:56 pm	CITY ORDINANCE - WEED VIOLATION
05/22/2019	2:58 pm	ARRESTED A 18 YOF ON A BENCH WARRANT
05/22/2019	5:22 pm	ARRESTED A 64 YOM FOR MISUSE OF 911
05/22/2019	7:18 pm	INVESTIGATED A 24 YOM FOR GRAND THEFTAUTO
05/23/2019	3:28 pm	INVESTIGATED IMMINENT DANGER OF A 5 YOA MALE.
05/23/2019	4:39 pm	INVESTIGATED A 15 YOF RUNAWAY
05/23/2019	8:02 pm	RESPONDED TO A NON-INJURY ACCIDENT AT LOCUST AND DECLARK
05/23/2019	8:36 pm	INVESTIGATED A WHITE MALE ADULT FOR EXPLOITATION OF A MINOR FEMALE
05/23/2019	10:15 pm	INVESTIGATED A DOG BITE INVOLVING A 65 YOM VICTIM
05/24/2019	10:00 am	CITY ORDINANCE - WEEDS
05/24/2019	10:58 am	INVESTIGATED STOLEN CELL PHONE, UNKNOWN SUSPECT
05/24/2019	2:13 pm	ARRESTED A 29 YOF FOR 2 FTA WARRANTS
05/24/2019	3:41 pm	INVESTIGATED A KEYED VEHICLE
05/25/2019	10:20 am	CITED A 56 YOM FOR NO INSURANCE 2ND
05/25/2019	6:58 pm	TOOK REPORT OF A DOG BITE
05/26/2019	10:33 am	ARRESTED A 28 YOM DOR DUI 2ND, BATTERY, ELUDING, OPEN CONTAINER DRIVER, AND A 25 YOM FOR BATTERY
05/26/2019	6:31 pm	TOOK REPORT OF A DOG BITE. TOOK DOG TO PALS.
05/26/2019	9:15 pm	INVESTIGATING POSSIBLE EMAIL HARASSMENT
05/27/2019	3:52 pm	ARRESTED A 35 YOM FOR A FTA BENCH WARRANT
05/27/2019	6:55 pm	INVESTIGATED A MALICIOUS INJURY TO PROPERTY
05/28/2019	11:20 am	CALLED TO A REPORT OF A THEFT BUT NO PROPERTY WAS TAKEN, INVESTIGATING POSSIBLE UNLAWFUL ENTRY, SUSPECT UNKNOWN, VIC 71 YO FEMALE
05/28/2019	7:18 pm	RESPONDED TO A DOG AT LARGE
05/29/2019	10:30 am	INVESTIGATED A REPORT OF CHILD ABUSE, VICT 13 YO, SUSPECT STEP FATHER 37 YO
05/29/2019	6:30 pm	INVESTIGATED A DOG BITE INVOLVING A 13 YOM
05/29/2019	8:57 pm	CITED A 36 YOM FOR DWP/ NO INSURANCE/FAIL TO CHANGE ADDRESS
05/30/2019	7:41 am	CITY ORDINANCE - TRAILERS BEING STORED IN ROADWAY
05/30/2019	11:00 am	INVESTIGATED A MALICIOUS INJURY TO PROPERTY CASE AT 526 E 2ND ST
05/30/2019	6:46 pm	INVESTIGATED MALICIOUS INJURY TO PROPERTY TO A VEHICLE
05/30/2019	7:32 pm	ARRESTED A 42 YOA MALE FOR POSSESSION OF CONTROLLED SUBSTANCE
05/31/2019	7:13 am	CITY ORDINANCE - WEED VIOLATION
05/31/2019	7:16 am	CITY ORDINANCE - WEED VIOLATION
05/31/2019	8:30 am	INVESTIGATED A THEFT BY EX EMPLOYEE, SUSPECT 40 YO FEMALE
05/31/2019	10:28 am	RESPONDED TO A NON-INJURY ACCIDENT AT THE 100 BLK OF HWY-16
05/31/2019	1:29 pm	RESPONDED TO A CPOR VIOLATION CALL

Count: 94

\*\*\*\*\*END OF REPORT\*\*\*\*\*

**City's Strategic Pillars**  
Tuesday, June 18<sup>th</sup>, 2019

- 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 Department Goals this Budget Year 2018/19 (with percentage of completion to date)**

- Implement Airport Pavement, & Master C.I.P. Plan. – 25% completion
- Create Cemetery Master Plan. – 5% Completion
- Create and implement Road Improvement Plan to provide for Safe Route planning for pedestrians, bicycles and motor vehicles. – 35% completion
- Replace all water distribution system lines less than 6 inches in diameter to meet mandatory minimum main line size requirement. – 35% completion
- Reduce I&I inside sewer collections pipes to less than 50% of current rate of 4 million gallons per day as of 2016 per Sewer C.I.P. – 40% completion

**Expenditures requiring authorization from higher and purpose of expenditure**

- **High Mountain Tile – Annex repairs to flooring due to flooding – \$6095.00**
- **Coastline Equipment – Equipment rental for Johns project– \$20,789.09**

**Training last 30 days**

- **None**

**No less than Top Ten Accomplishments since last report**

1. This past week staff finished up culvert on 12<sup>th</sup> St and will start installing fiber on 12<sup>th</sup> St in preparation to 12 St Pathway construction.
2. Removal of 2 hazard trees in main city park per certified arborist recommendation - **Cancelled due to wet weather until fall of 2019, Bruce will watch trees for any further damages.**
3. Installing under-ground bore for fiber-optic conduit from Water Tower to Library – **25% complete, tabled**
4. Began operations for Radio Controlled Runway Lighting System on Monday, May 6<sup>th</sup>, 2019 with hopes on savings regarding power usage – **100% complete**
5. Finalizing LHTAC - 14393 S. Johns Ave. 4<sup>th</sup> to 12<sup>th</sup> Street R.O.W. Purchases, final payment & purchase title document to City Council 4/9/2019 – **99% complete**
6. Finalizing LHTAC - 14393 S. Johns Ave. 4<sup>th</sup> to 12<sup>th</sup> Street final plan design & budget for construction. – **45% complete**
7. 2019 Local Children Pedestrian Safety (CPS) Program Safe Routes to School 12<sup>th</sup> Street Pathway agreement between City of Emmett & LHTAC -**60% complete**
8. Preparing to continue with 12" water transmission mainlines along with new 8" water mainline replacement with new 1" water service down S Johns Avenue from 1<sup>st</sup> Street going south. **Waterlines & new water services installed to 4<sup>th</sup> Street to date. Pavement repairs started. Looks like full asphalt repairs from 1<sup>st</sup> Street to 4<sup>th</sup> Street.**
9. Repairs to bad water valves and water valve boxes -**25% complete**
10. Water valve exercising for all water distribution valves. – **72% complete**
11. Preparing underground irrigation systems for summer season. – **35% complete**
12. Reviewing and building safety equipment for W.W.T.P. – **50% complete**

**Plan for next 30 to 45 days**

- Present last 4 proposed hangar lease agreements to City Council. This will complete all the Hangar Master plan spaces available. **Currently getting prepared to hold Public Hearing to Increase Tiedown Fee and Hanger Lease Fee on 8-13-2019.**
- Repairs to sewer collection mainline on Phillips Street from N. Moffatt Avenue to N. Pine Avenue.
- Review Cemetery fees and create Master C.I.P. Plan
- Sewer manhole grout for leak repairs, sewer manhole replacement that are leaking water

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

**City's Strategic Pillars**

- Economically Vibrant and...
- Health-conscious city
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**Systems Admin Goals (with percentage of completion to date)**

- Complete fiber optic network to inner city facilities. Begin next phase that includes Fire Department, Library, WWTP. **10% Boring started for this next section.**
- Migrate all servers to cloud platforms over the next 5 years.
- Complete Geographic Information System mapping of all city infrastructure assets (ongoing). **All water; meters left. Working on valve numbers now. 80%**
- Install fiber to additional nodes and cameras on east side complex of the City Park. **Spring/Summer**
- Fiber down 12<sup>th</sup> to Well 9 coupled with Sidewalk project. **Starting this project within the next 3 weeks.**

**Expenditures requiring authorization from higher and purpose of expenditure**

- None

**Training last 30 days**

- None

**No less than Top Ten Accomplishments since last report**

1. Review Ammon and Sandy development standards/agreements
2. Initial Verizon meeting for Master License Agreement
3. Setup all spare network switches on latest firmware
4. 12<sup>th</sup> Street project supplies
5. Alert Sense software roll out for PD
6. Setup printer upstairs Public Works
7. New account setups for clerks and PW employee
8. Update Library patron line software and PBS kids tablets
9. BDS credit card software problem
10. County ARTS remote connection installs PD computer
11. Shop door wifi lock fix
12. ARTS Word processor error fix
13. Office phones static issue, Verizon trunk
14. Fire Department local share folder setup between computers
15. New laptop setup for Public Works and PD
16. Camera server software/firmware upgrade
17. Pontem Cemetery setup for clerks computers
18. Band Shell Camera and WiFi upgrade
19. PD Cell phones for department
20. Review wifi and video system training with Josh
21. PD login server issue

**Plan for next 30 days**

22. Cradlepoint ECM renewals	23. Re-work of GIS valve map
24. Verizon Master License Agreement	25. New tablet PAC station for Library
26. Continue programming new Dell R530 server	27. Document all switch ports on the network
28. Library laptop/chrome book timeout software	29. Migration of PD old video to Axon body cameras
30. Move Syslog server from city hall to water plant	31. 12 <sup>th</sup> Street fiber/walk path project
32. Install RADIUS authentication server for wifi system	33. Meet with legal go over possible fiber agreements