

City of Emmett Council Meeting

January 22, 2019

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

Council Present: Council President Michelle Welch, Councilman Shawn Alder, Councilman Gary Resinkin, Councilman Tona Henderson, Councilman Steve Nebeker and Councilman Mike Stout

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

Public Present: Pattie Jo Edwards, 206 S. Hayes Ave.; Thomas Driscoll, 481 E. Idaho Blvd; Heidee Browne, 1437 Shady Lane; Al Cinnamon, 610 S. Hawthorne; Diana Baird, Messenger Index; Jody Harris, 418 N. Commercial Ave; Bill Foster, 418 N. Commercial Ave.

Amendments to the Agenda:

Amend Elected Officials Section: Request from Jake Sweeten to remove item C - City Council, item 3 – Monthly Department Reporting Form, as an action item and postpone to the next council meeting.

Councilman Mike Stout MADE A MOTION TO APPROVE THE AMENDED AGENDA WITH AN ADDITIONAL AMENDMENT, ITEM C 3 BE MOVED AS AN ACTION ITEM TO THE NEXT CITY MEETING IN FEBRUARY, SECONDED, 6 AYES, 0 NOES. Motion Carried.

Declarations of Conflict of Interest or Declaration of Council Members' Discussion Outside an Open Meeting. Councilman Stout declared after the last Council meeting, he had a discussion with the owner of the Chop House as well as Councilman Resinkin about the decision that was made in the Council meeting that night. Mayor Petrie indicated that that would not need to be declared as the decision was made in the Council meeting before they engaged in conversation.

CONSENT AGENDA:

- A. Approval of Minutes – January 8, 2019
- B. Approval of Permits - None
- C. Approval of Water Charge Waivers – None
- D. Approval of Accounts Payable

Councilman Nebeker made a **MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED, SECONDED, 6 AYES, 0 NOES. Motion Carried.**

ELECTED OFFICIALS:

A. Mayor

1. Joint Planning Commission Appointment – Denise Sorenson – Councilman Nebeker made a **MOTION TO ACCEPT DENISE SORENSON TO THE JOINT PLANNING COMMISSION TO FILL THE REMAINING TERM OF TED FLEMING, SECONDED, 6 AYES, 0 NOES. Motion carried**
2. Library Board Appointment – Patti Jo Edwards – Councilman Nebeker made a **MOTION TO APPOINTMENT PATTY JO EDWARDS TO THE LIBRARY BOARD IN EMMETT FOR A FULL 5 YEAR TERM, SECONDED, 6 AYES, 0 NOES. Motion carried.**
3. Recognition and Appreciation to Emmett Police Department – Heidee Browne, Carberry Elementary School

B. Announcements - none

C. City Council

1. Discussion of Airport Hanger Rates and Lease Agreements – Councilman Resinkin – Councilman Resinkin requested that all future hanger lease agreements be tabled for approval until a plan for increased fees can be established. Public Work Superintendent Bruce Evans stated that the data and information is currently being prepared and will be presented to Council in the near future for their consideration on rate changes. It was discussed that if we want to go forward with an increase and if that increase is more than 5% of the current rate, a Public Hearing will need to be scheduled before the Council can approve the increase. Bruce will be prepared to present some information to the Council in the next Council meeting for more discussion.
2. Preliminary Budget Reporting Request Form – Councilman Stout – Councilman Stout found in his files a ten-year-old preliminary budget report. This document was shared with the other council members to see if they would consider using as a new format (template). Councilman Stout would like the department heads to compile their information using this format and present it a minimum of 2 weeks before the council starts the budget process. Mike Knittel asked for clarification on what information is specifically expected on the preliminary budget such as bull-pointed explanations of the budget spreadsheet (ie. changes that may be seen on the budget). Councilman Stout **MADE A MOTION TO CREATE A PELIMINARY BUDGET BEFORE WE START THE BUDGET PROCESS, SECONDED, Discussion: Mike Knittel asked the Council to be specific on what is wanted, outlined and detailed in the “preliminary budget”. More discussion was had on this issue and it was suggested that the department heads provide a separate one-page summary and define any changes/increases in the new requested budget. 6 AYES, 0 NOES. Motion Carried.**

City of Emmett Council Meeting

January 22, 2019

Non-Consent Agenda

BUSINESS:

- A. Approval of 2019 City Council Meeting Schedule – Lyleen Jerome, City Clerk
Councilman Henderson made a **MOTION TO APPROVE THE 2019 CITY COUNCIL MEETING SCHEDULE AS PRESENTED, SECONDED, 6 AYES, 0 NOES**, motion carried.
- B. Approval of Quarterly Financial Statement – Lyleen Jerome, City Clerk presented the 4th Quarter Financials
Councilman Henderson made a **MOTION TO APPROVE THE QUARTERLY FINANCIAL STATEMENTS FOR THE CITY CLERKS AS PRESENTED, SECONDED, 6 AYES, 0 NOES. Motion Carried.**
- C. 2019 Emmett Cruise – Approval of Road Closures – Thomas & Jennifer Driscoll with the assistance of Harry Granger who is representing the Lion’s Club. The organization is required to provide the necessary documentation of the volunteers. Chief Kunka presented a letter to the volunteers with a guideline of requirements necessary for the volunteers to follow in order to get approval for the road closures for Cruise Night. Councilman Steve Nebeker made a **MOTION TO APPROVE THE CLOSURE OF THE STREETS ON THE 20TH OF JULY FOR CRUISE NIGHT FROM 5:30 PM TO 9:00 PM, SECONDED, 6 AYES, 0 NOES. Motion Carried.**
- D. Approval of Hangar Lease Agreement to Greg & Chris Barreto.
Councilman Stout made A **MOTION TO CONTINUE ITEM 6D THE APPROVAL HANGAR LEASE TO GREG & CHRIS BARRETT AND 6E TO RAY BOLLINGER UNTIL THE NEXT CITY COUNCIL MEETING, SECOND, 6 AYES, 0 NOES. Motion Carried.**
- E. System Administration Staffing Request – Mike Knittel, Systems Administrator’s presentation explaining the need for funding an additional position in the System’s Administration Department: the need, how the department evolved, and the associated costs. Mike met with the City Clerk to determine what funds would be available to cover the costs for the remainder of the current budget year. The estimated total costs for the remainder of the budget year is \$55,000. The actual transfer of money from the General Fund would not happen until the end of the budget year to cover the actual costs which could be lower than estimated. Future revenues are forecasted to support the increased costs for the future budget years. Having the “in house” administrative system is much more cost effective for the City verses contracting with outside vendors. Councilman Henderson made a **MOTION TO APPROVE APPROPRIATION UP TO \$55,000 FROM THE GENERAL FUND SAVINGS TO COVER WAGE AND BENEFIT COSTS FOR THE NEW SYSTEMS ADMINISTRATION EMPLOYEE FOR THE REMAINDER OF FISCAL YEAR 2018/2019 starting February 1, 2019. SECONDED, 6 AYES, 0 NOES. Motion Carried.**

REPORTS:

Building Official/City Planner – Brian Sullivan – No Report
City Clerk – Lyleen Jerome – Monthly Report Presented
Fire – Chief Curt Christensen – No Report
Library – Librarian Alyce Kelley – Report Presented
Emmett Police – Chief Steve Kunka – Report Presented
Superintendent of Public Works – Bruce Evans – No Report
System Administrator – Mike Knittel – Report Presented
Economic Development – Krista Cole, GCCC – Absent
Engineer – None

Councilman Alder **MADE A MOTION TO ADJOURN, SECONDED, 6 AYES, 0 NOES. Motion Carried.**

Meeting Adjourned at 8:42 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



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

Building & Zoning Department

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

February 7, 2019

RE: Moffatt Estates Minor Subdivision # 18-001

Mayor and City Council,

Staff has reviewed the referenced subdivision plat, Moffatt Estates Subdivision and recommends approval of the plat with site specific condition on page 3 being part of the approval.

Proposed Motion:

I would like to make a motion to approve Moffatt Estates Minor Subdivision, # 18-001, with the following conditions.

1. Comply with all Final Plat review comments.
2. All review fees from County Surveyor being paid prior to signing the Mylar.
3. Submit two (2) paper copies and 1 digital copy of the final plat to the Zoning department for review prior to printing the Mylar.
4. Final plat must be recorded within 1 year of written approval unless an extension is requested and granted by the City.
5. The applicant is to follow all recording requirements as outlined in ECC 10-2-4K.
6. Within ten (10) days of recording the final plat, new deeds and legal descriptions for lots 1-4 shall be prepared and recorded in Gem County Recorder's Office.

Sincerely,

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

Brian Sullivan
Building / Zoning Administrator



CITY OF EMMETT
PLANNING & ZONING DEPARTMENT

STAFF RECOMMENDATION

DESCRIPTION: MINOR SUBDIVISION FOR MOFFATT ESTATES SUBDIVISION

FILE NUMBER: MIN-18-001

CITY COUNCIL REVIEW DATE: FEBRUARY 12, 2019

PROPERTY OWNER: AMERICHOICE CUSTOM HOMES LLC
Po Box 462
STAR, ID 83669

APPLICANT: SAWTOOTH LAND SURVEYING
2030 S. WASHINGTON
EMMETT, ID 83617

SITE LOCATION: 935 E. 7TH

STAFF PLANNER: BRIAN SULLIVAN

1. APPLICATION SUMMARY & OVERVIEW

The applicant, Sawtooth Land Surveying, representing Anson Echols, filed an administrative lot split (instrument # 317161) to create two lots. To further divide the property, a minor subdivision application (combining the preliminary and final plat) was filed to create lots 1 and 2 of Moffatt Estates Subdivision. Lot 1 will be .323 acres, or 14,070 sq. ft., and lot 2 will be .319 acres or 13,896 sq. ft. The minimum lot size in the R-1, single-family residential zone is 6,000 sq. ft.

ECC 10-2-4, Sub-section "M" notes that a minor subdivision with no new roads or infrastructure with no more than four (4) building lots may obtain preliminary approval from the administrator. Final approval must be obtained from the city council. No public hearing is required for Final Plat applications and no notice was given (other than posting the meeting agenda).

Staff Recommendation: Staff finds that all procedural requirements of the Subdivision Ordinance have been met, including payment of the fees associated with the application. Staff recommends approval of the application.

2. APPLICATION & PROPERTY FACTS

A. Site Address/Location:

The subject property is located at 935 E. 7th Street, Emmett, ID. The property is located in Township 06N, Range 01W, Section 8, Boise Meridian, Gem County Idaho.

B. Current Owner(s): Americhoice Custom Homes LLC
 PO Box 462
 Star, ID 83669

C. Applicant(s): Sawtooth Land Surveying, Fred Jones

D. Representative: Same

E. Present Zoning: R-1, Single-Family Residential

F. Present Comprehensive Plan Designation: Area of City Impact

3. APPLICATION PROCESS FACTS

A. Relevant Ordinances and Required Actions:

The subject application will in fact constitute a Combined Plat/Minor Subdivision application, as determined by Emmett City Code. The City Council must review and decide to either grant, grant with conditions, or deny the request.

4. LAND USE

A. Existing Land Use(s): Vacant Land

B. Description of Character of Surrounding Area: The immediate vicinity has single-family residential homes.

C. Adjacent Comprehensive Plan, Zoning and Land Use:

	COMP PLAN DESIGNATION	ZONING DESIGNATION	LAND USE
North of site	Area of City Impact	R1, Single-Family Residential	Single-family residential, vacant land.
South of site	Area of City Impact	R1, Single-Family Residential	Single-family residential
East of site	Area of City Impact	R1, Single-Family Residential	Single-family residential
West of site	Area of City Impact	R1, Single-Family Residential	Single-family residential

D. Existing Site Characteristics:

The property is vacant land.

5. SITE SPECIFIC CONDITIONS OF APPROVAL (P&Z Dept.)

1. The Final Plat stamp dated 1/8/19 by Sawtooth Land Surveying is approved with the following changes:

a. Applicant shall comply with all Final Plat review comments of the County Surveyor (if any) regarding the technical elements of the Final Plat drawing.

b. Review fees from the County Surveyor will need to be paid prior to signing the Mylar.

Revise the final plat (if needed) per the above comment and submit two (2) paper copies and one (1) digital copy to the Emmett P&Z Department for final review before preparing the Mylar copy for final signature.

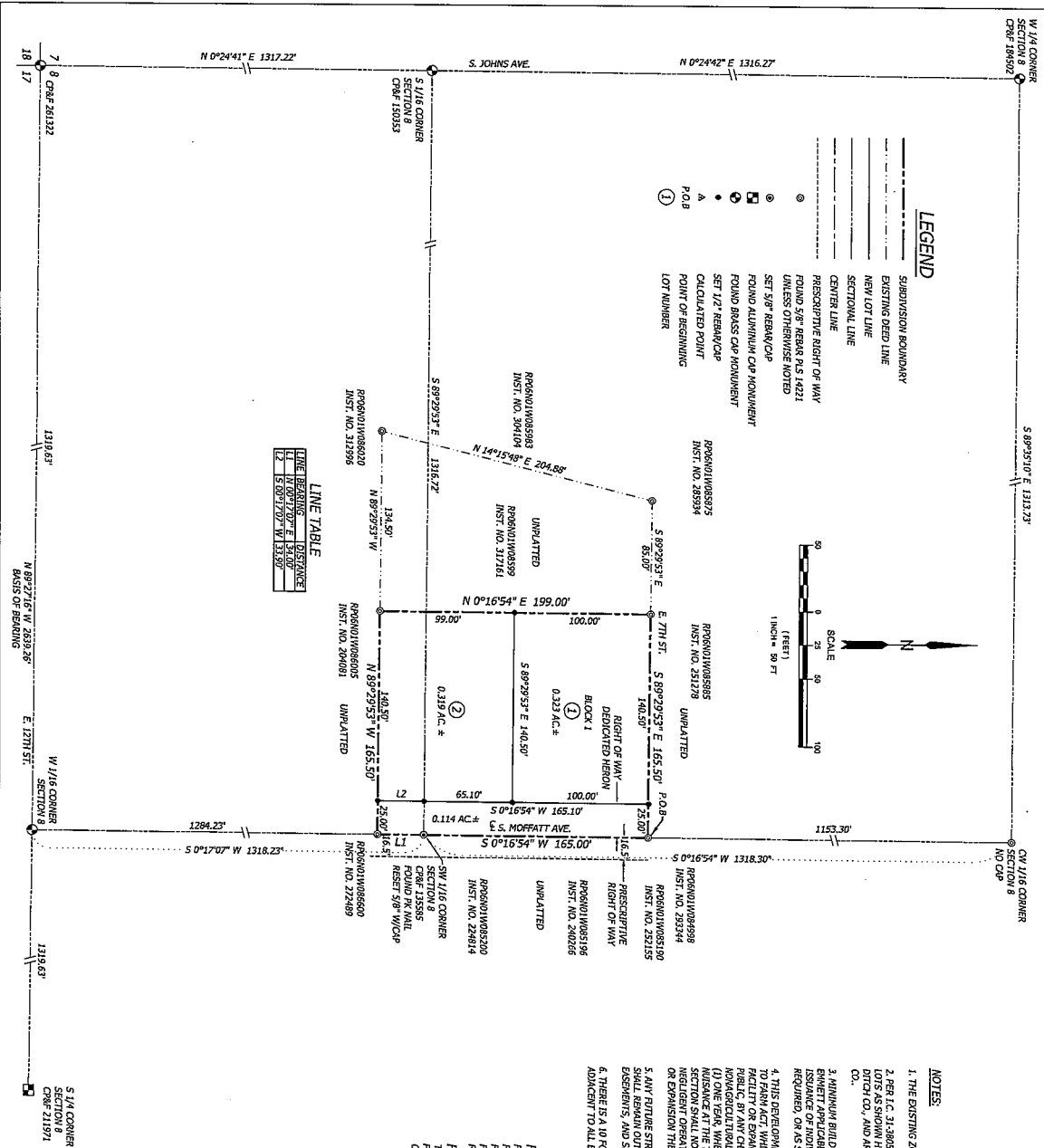
2. Approval period: Final plat shall be filed with the county recorder within one year after written approval by the city, otherwise such approval shall become null and void unless prior to said expiration date an extension of time is applied for by the sub-divider and granted by the city council.

3. The applicant shall comply with all plat recording procedures outlined in ECC 10-2-4.K

4. Within ten (10) days of recording the final plat, the applicant shall prepare new deeds and legal descriptions for lots 1 and 2 and record said documents with the Gem County Recorder's Office.

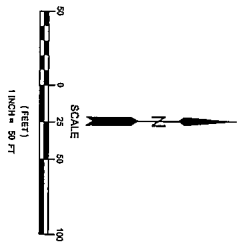
MOFFATT ESTATES SUBDIVISION MIN 18-001
 LOCATED IN NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SW 1/4
 OF SECTION 8, T. 6 N., R. 1 W., B.M.,
 CITY OF EMMETT, GEM COUNTY, IDAHO
 2019

BOOK _____ PAGE _____



LEGEND

- SUBDIVISION BOUNDARY
- EXISTING DEED LINE
- NEPT LOT LINE
- SECTIONAL LINE
- CENTER LINE
- PRESCRIPTIVE RIGHT OF WAY
- FOUND SIF REBAR P.S. 4221
- UNLESS OTHERWISE NOTED
- SET SIF REBAR/CP
- FOUND ALUMINUM CAP MONUMENT
- FOUND BRASS CAP MONUMENT
- SET 1/2\"/>



LINE TABLE

LINE BEARING	DISTANCE
1	5 0°17'07\"/>

NOTES

1. THE EXISTING ZONING OF THIS SUBDIVISION IS RL.
2. PER I.C. 31-3403 THIS PLAT IS WITHIN THE LAST CHANCE DITCH CO., AND THE LOTS AS SHOWN HEREON ARE SUBJECT TO ASSESSMENTS FROM THE LAST CHANCE DITCH CO., AND ARE ELIGIBLE TO RECEIVE WATER FROM THE LAST CHANCE DITCH CO.
3. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF EMMETT APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF RECORDATION OF THIS PLAT. BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND OR REQUIRED, SHALL SHOW ON THIS PLAT.
4. THIS DEVELOPMENT RECOGNIZES SECTION 22-4502 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATIONS, AGRICULTURAL PUBLIC, OR ANY CHANGED CONDITIONS IN OR ABOUT THE SUBDIVISION OR NEIGHBORHOODS SHALL BE A BASIS FOR THE SUBDIVISION OR NEIGHBORHOOD OR ANY CHANGED CONDITIONS AFTER IT HAS BEEN IN OPERATION FOR MORE THAN (1) ONE YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A VIOLATION AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO ANY STRUCTURES FROM THE PROPER OR NEIGHBORHOOD OR ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
5. ANY FUTURE STRUCTURES SITED WITHIN THE SUBDIVISION SHOWN HEREON SHALL BE SUBJECT TO THE CITY OF EMMETT APPLICABLE ZONING REGULATIONS, AND SHALL MEET ALL REQUIRED CITY OF EMMETT BUILDING SETBACKS, AND THERE IS A 10 FOOT WIDE PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT ADJACENT TO ALL BOUNDARY AND LOT LINES WITHIN THIS SUBDIVISION.

REFERENCE:

- ROS INST. NO. 317169
- ROS INST. NO. 242826
- ROS INST. NO. 242829
- ROS INST. NO. 183389
- ROS INST. NO. 222325

FEMA NOTE:

THIS PARCEL LIES WITHIN THE CITY OF EMMETT, PER MAP NO. 161.07.0270 A EFFECTIVE DATE 4/17/1984, CITY OF EMMETT, IDAHO, AREA UNMAPPED.

OWNER: AMERICHCHOICE CUSTON HOMES LLC



2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 (208) 398-8104
 FAX (208) 398-8105

SAWTOOTH
 Land Surveying, LLC
 WWW.SAWTOOTHLS.COM

SHEET: DATE: 1/8/19
 DRAWN BY: CHECKED BY: DWG#: 18016-SP
 1 OF 3 W3 CP 18016

MOFFATT ESTATES SUBDIVISION MIN 18-001
LOCATED IN NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SW 1/4
OF SECTION 8, T. 6 N., R. 1 W., B.M.,
CITY OF EMMETT, GEM COUNTY, IDAHO
2019

BOOK _____ PAGE _____

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:
 THAT THE UNDERSIGNED, DOSS HERBERY CENNEY, THAT IT IS THE OWNER OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS HIS INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAT.
 THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.
 PURSUANT TO IDAHO CODE 50-1304, I, THE UNDERSIGNED, DO HEREBY STATE THAT THE INDIVIDUAL LOTS SHOWN HEREON WILL BE SERVED BY MUNICIPAL WATER AND THE MUNICIPAL SYSTEM HAS AGREED IN WRITING TO SERVE ALL LOTS IN THE SUBDIVISION.
 THE LOTS IN THIS SUBDIVISION ARE TO BE SERVED BY MUNICIPAL SANITARY SEWER.

THE PUBLIC STREET SHOWN HEREON (S. MOTTATT AVE. AND E. 7TH STREET) ARE HEREBY DEDICATED TO THE PUBLIC. BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°27'16" EAST BETWEEN A BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 8 AND AN ALUMINUM CAP MONUMENT MARKING THE S 1/4 CORNER OF SECTION 8 BOTH IN T. 6 N., R. 1 W., B.M., GEM COUNTY, IDAHO.

A PARCEL OF LAND, LOCATED IN THE NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 8, T. 6 N., R. 1 W., B.M., CITY OF EMMETT, GEM COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT A 58' REBAR NO CAP MARKING THE CV 1/16 CORNER OF SAID SECTION 8.

THENCE SOUTH 01°49'54" WEST, CONCORDENT WITH THE EASTERN BOUNDARY OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 8, A DISTANCE OF 1153.30 FEET TO A 58' REBAR PLS 1421 TO THE SOUTHERLY RIGHT OF WAY OF E. 7TH ST. TO THE POINT OF BEGINNING.

THENCE SOUTH 71°18'54" WEST, CONCORDENT WITH THE EASTERLY BOUNDARY OF SAID SECTION 8, A DISTANCE OF 163.00 FEET TO A 58' REBAR PLS 1421 MARKING THE SW 1/16 CORNER OF SAID SECTION 8.

THENCE SOUTH 0°17'07" WEST, CONCORDENT WITH THE EASTERLY BOUNDARY OF SAID SECTION 8, A DISTANCE OF 34.00 FEET TO A 58' REBAR PLS 1421;

THENCE NORTH 89°29'53" WEST, PARALLEL WITH THE BOUNDARY LINE COMMON TO THE NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 8, A DISTANCE OF 195.50 FEET TO A 58' REBAR PLS 1421;

THENCE NORTH 0°16'54" EAST, 109.00 FEET TO A 58' REBAR PLS 1421 TO SAID SOUTHERLY RIGHT OF WAY OF E. 7TH ST.;

THENCE SOUTH 89°29'53" EAST, CONCORDENT WITH SAID SOUTHERLY RIGHT OF WAY OF E. 7TH ST., 168.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.738 ACRES, MORE OR LESS.

ANSON ECHOLS, MANAGING MEMBER

AMERCHOICE CUSTOM HOMES, LLC.

ACKNOWLEDGEMENT

STATE OF IDAHO }
 COUNTY OF GEM } SS

ON THIS _____ DAY OF _____, 2019, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ANSON ECHOLS, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OR A MEMBER OF AMERCHOICE CUSTOM HOMES, LLC, THAT EXECUTED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.
 IN WITNESS WHEREOF, I HAVE HEREAFTER SET MY HAND AND SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO _____
 RESIDING AT _____
 MY COMMISSION EXPIRES: _____


CERTIFICATE OF SURVEYOR

I, CARL PORTER, R.S. 00, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF SURVEY IS CORRECTLY DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND ON 4/22/2019 UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS AND CORNER PRESERVATION AND FILING ACT, IDAHO CODE 50-1001 THROUGH 50-1012.

 CARL PORTER
 P.L.S. 14221



REVISION NO. 1 1/25/19
 REVISION NO. 2 2/19/19



2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 (208) 398-8104
 FAX (208) 398-8105

WWW.SAWTOOTHLS.COM

SHEET:	DATE:	DRAWN BY:	CHECKED BY:	DATE:
2 OF 3	1/8/19	WPJ	CP	18/16

18016FP

SOUTHWEST DISTRICT HEALTH DEPARTMENT

MOFFATT ESTATES SUBDIVISION MIN 18-001
LOCATED IN NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SW 1/4
OF SECTION 8, T. 6 N., R. 1 W., B.M.,
CITY OF EMMETT, GEM COUNTY, IDAHO
2019

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE. NO OWNER SHALL
CONSTRUCT ANY BUILDING, DWELLING OR SHELTER WHICH NECESSITATES THE SURVEYING OF WATER OR SEWER
FACILITIES FOR PERSONS USING SAID PREMISES UNTIL SANITARY RESTRICTIONS ARE LIFTED.

SOUTHWEST DISTRICT HEALTH DEPARTMENT, BMS

DATE

APPROVAL OF COUNTY SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR FOR GEM COUNTY, IDAHO, DO HEREBY STATE THAT I HAVE
CHECKED THIS SUBDIVISION PLAT AND THAT IT IS IN COMPLIANCE WITH THE STATE OF IDAHO CODE,
TITLE 50, CHAPTER 13, AND TITLE 55, CHAPTER 16, RELATING TO PLATS AND SURVEYS.

DAVID R. KINZER REG/LS 2639

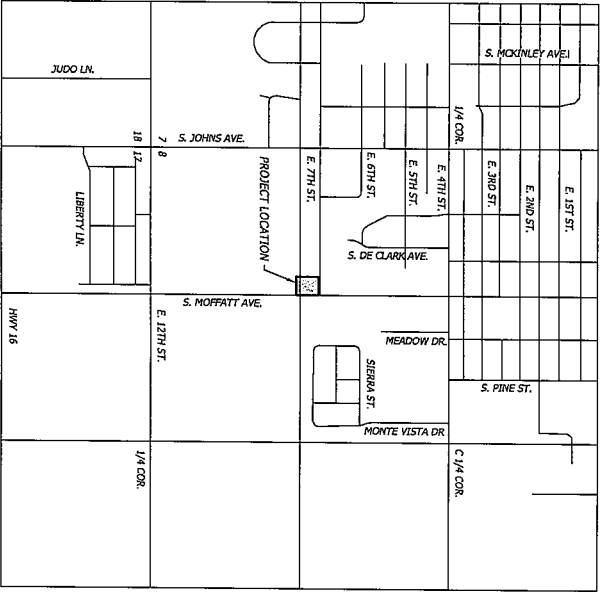
DATE

CERTIFICATE OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF EMMETT, GEM COUNTY IDAHO, DO HEREBY
CERTIFY THAT I HAVE CHECKED THIS FINAL PLAT AND THAT THE CITY OF EMMETT REQUIREMENTS REGARDING
FINAL PLATS HAVE BEEN MET.

CITY OF EMMETT ENGINEER

DATE



APPROVAL OF THE CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF EMMETT, GEM COUNTY, IDAHO, DO HEREBY
CERTIFY THAT THE CITY COUNCIL HELD ON THE _____ DAY OF _____, 2019,
THIS FINAL PLAT WAS APPROVED.

MANOR

DATE

CITY CLERK

DATE

CERTIFICATE OF COUNTY ASSESSOR

I, THE UNDERSIGNED COUNTY ASSESSOR, IN AND FOR THE COUNTY OF GEM, STATE OF IDAHO,
DO HEREBY STATE THAT THIS PLATTING IS ACCEPTABLE FOR ASSESSMENT PURPOSES.

GEM COUNTY ASSESSOR

DATE

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF GEM, STATE OF IDAHO, PER THE
REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY AND AFFIRM THAT THE PROPERTY TAX FOR THE PROPERTY
HEREIN IS LIBERALLY AND NOT YET PAYABLE. THIS CERTIFICATION IS VALID IF RECORDS WITHIN THIRTY (30) DAYS
OF CERTIFICATION.

GEM COUNTY TREASURER

DATE

CERTIFICATE OF COUNTY RECORDER



2030 S. WASHINGTON AVE.
EMMETT, ID 83617
(208) 398-8104
FAX (208) 398-8105

SAWTOOTH
Land Surveying, LLC
WWW.SAWTOOTHLS.COM

SHEET: DATE: 1/8/19 DRAWN BY: CHECKED BY: TORRE: DWG#: 18016-PP
3 OF 3 W3 CP 18016-PP

GEM COUNTY FINAL PLAT CHECKLIST

Keller Reference No. 210022-048

SUBDIVISION NAME: Moffatt Estates Minor Subdivision
SURVEYOR: City of Emmett
DATE SUBMITTED: 2/5/2019

<input type="checkbox"/>	\$120 plus \$25 per lot	No. of Lots: _____	Fee: _____	Amount Submitted: _____	Total Due: _____	\$0.00
<input checked="" type="checkbox"/>	Revised Plat (hourly)	No. of Hours: _____	Fee: \$0.00		Total Due: _____	T&M

18X27; _____ 3 1/2" Left Margin; _____ 1/2" Margin all others
 No Drafting or Certificate encroachment upon margins
 Scale acceptable to insure clarity

CERTIFICATES:

OWNER

- ____ Signatures (Reproducible ink)
- ____ Public Street Dedication
- ____ Acknowledgement
- ____ Intent Statement
- ____ Easement Reservation
- ____ Private Road Reservation
- ____ Water System (I.C. 50-1334)
- ____ Sewer System (I.C. 50-1326)

CITY

- ____ Council
- ____ P&Z
- ____ Engineer

COUNTY

- ____ Commissioners
- ____ Assessors
- ____ Engineer

SURVEYOR

HEALTH DISTRICT

COUNTY TREASURER

HIGHWAY DISTRICT

COUNTY SURVEYOR

PLAT SHOWS THE FOLLOWING:

- ____ Street Widths and Courses
- ____ Lot Numbers
- ____ Lot Dimensions and Bearings
- ____ Public Land Survey Corner Ties (2)
- ____ Easements
- ____ North Arrow
- ____ Curve Table
- ____ Point of Beginning
- ____ Correct Size Monuments
- ____ Addressing (I.C. 31-3805-Irrigation)
- ____ Name, Book and Page No. of Adjacent Subdivision
or "Unplatted" Designated
- ____ Name, Aliquot Part, Section, Township, Range,
Re-plat Subtitle and Date

- ____ Street Names
- ____ Block Numbers
- ____ Vicinity Map
- ____ Boundary Dimensions and Bearings
- ____ CP & F Instrument Numbers
- ____ Basis of Bearings
- ____ Scale
- ____ Line Table
- ____ Legend and Monuments Symbols
- ____ Public Streets Designated
- ____ Private Streets Designated

CLOSURES

____ Plat	____ Description
-----------	------------------

REMARKS: (See Attachment)

ACCEPTED

2/10/19
Date

David R. Kinzer
David R. Kinzer, P.E./P.L.S.
Gem County Surveyor

CORRECT/REVISE AND RESUBMIT

Date

David R. Kinzer, P.E./P.L.S.
Gem County Surveyor

*GEM COUNTY DEVELOPMENT SERVICES REVIEWED THE PLAT TO ENSURE IT CONFORMS TO VARIOUS COUNTY AND STATE REQUIREMENTS SUCH AS UNIQUE STREET NAMES, UNIQUE SUBDIVISION NAMES, ETC.



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

Building & Zoning Department

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

February 7, 2019

RE: Sunny Acres Minor Subdivision # 18-002

Mayor and City Council,

Staff has reviewed the referenced subdivision plat, Sunny Acres Subdivision and recommends approval of the plat with site specific condition on page 3 being part of the approval.

Proposed Motion:

I would like to make a motion to approve Sunny Acres Minor Subdivision, # 18-002, with the following conditions.

1. Comply with all Final Plat review comments.
2. All review fees from County Surveyor being paid prior to signing the Mylar.
3. Submit two (2) paper copies and 1 digital copy of the final plat to the Zoning department for review prior to printing the Mylar.
4. Final plat must be recorded within 1 year of written approval unless an extension is requested and granted by the City.
5. The applicant is to follow all recording requirements as outlined in ECC 10-2-4K.
6. Within ten (10) days of recording the final plat, new deeds and legal descriptions for lots 1-4 shall be prepared and recorded in Gem County Recorder's Office.

Sincerely,

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

Brian Sullivan
Building / Zoning Administrator



CITY OF EMMETT
PLANNING & ZONING DEPARTMENT

STAFF RECOMMENDATION

DESCRIPTION: MINOR SUBDIVISION FOR SUNNY ACRES SUBDIVISION

FILE NUMBER: MIN-18-002

CITY COUNCIL REVIEW DATE: FEBRUARY 12, 2019

PROPERTY OWNER: SUNBEAM ACRES LLC
3021 GALA TRAIL
EMMETT, ID, 83617

APPLICANT: SAWTOOTH LAND SURVEYING
2030 S. WASHINGTON
EMMETT, ID 83617

SITE LOCATION: E. 12TH STREET, ADDRESS TBD

STAFF PLANNER: BRIAN SULLIVAN

1. APPLICATION SUMMARY & OVERVIEW

Proposed is a four (4) lot minor subdivision of parcel # RP06N01W170601 owned by Sunbeam Acres LLC recently annexed into the city per Ordinance No. 317457 (effective January 1, 2019).

The applicant, Sawtooth Land Surveying, representing Sunbeam Acres LLC, filed this application for a minor subdivision (combining the preliminary and final plat) to create Sunny Acres Subdivision. The lots will range in size from .659 acres to 2.177 acres. The minimum lot size in the R-1, single-family residential zone is 6,000 sq. ft, which lots 1-3 comply, and lot 4, the largest of the three, is R-3, multi-family residential with a minimum lot size of 8000 sq. ft. plus 800 sq. ft. per unit over 2.

ECC 10-2-4, Sub-section "M" notes that a minor subdivision with no new roads or infrastructure with no more than four (4) building lots may obtain preliminary approval from the administrator. Final approval must be obtained from the city council. No public hearing is required for Final Plat applications and no notice was given (other than posting the meeting agenda).

Staff Recommendation: Staff finds that all procedural requirements of the Subdivision Ordinance have been
Sunny Acres Subdivision– Minor Subdivision

met, including payment of the fees associated with the application. Staff recommends approval of the application.

2. APPLICATION & PROPERTY FACTS

- A. Site Address/Location:
The subject property is located on E. 12th Street, Emmett, ID. The property is located in Township 06N, Range 01W, Section 17, Boise Meridian, Gem County Idaho.
- B. Current Owner(s): Sunbeam Acres LLC
3021 Gala Trail
Emmett, Idaho, 83617
- C. Applicant(s): Sawtooth Land Surveying, Fred Jones
- D. Representative: Same
- E. Present Zoning: R-1, Single-Family Residential and R-3, multi-family residential.
- F. Present Comprehensive Plan Designation: Area of City Impact

3. APPLICATION PROCESS FACTS

- A. Relevant Ordinances and Required Actions:
The subject application will in fact constitute a Combined Plat/Minor Subdivision application, as determined by Emmett City Code. The City Council must review and decide to either grant, grant with conditions, or deny the request.

4. LAND USE

- A. Existing Land Use(s): Vacant Land
- B. Description of Character of Surrounding Area: The immediate vicinity has a single-family residential home to the north and east.
- C. Adjacent Comprehensive Plan, Zoning and Land Use:

	COMP PLAN DESIGNATION	ZONING DESIGNATION	LAND USE
North of site	Area of City Impact	A-2, Rural Transitional Ag. – County R-1, Single-Family Residential, City	Residence with farm land Residential Subdivision, Gem Park Estates
South of site	Mixed Planned Development	MX, Mixed Use	Vacant pasture, storage units
East of site	Mixed Planned Development	A-2, Rural Transitional Ag.	Single-family residential
West of site	Mixed Planned Development	A-2, Rural Transitional Ag.	Vacant pasture

- D. Existing Site Characteristics: The property is vacant land.

E. Streets and/or Access Information: Parcel has access to 12th Street.

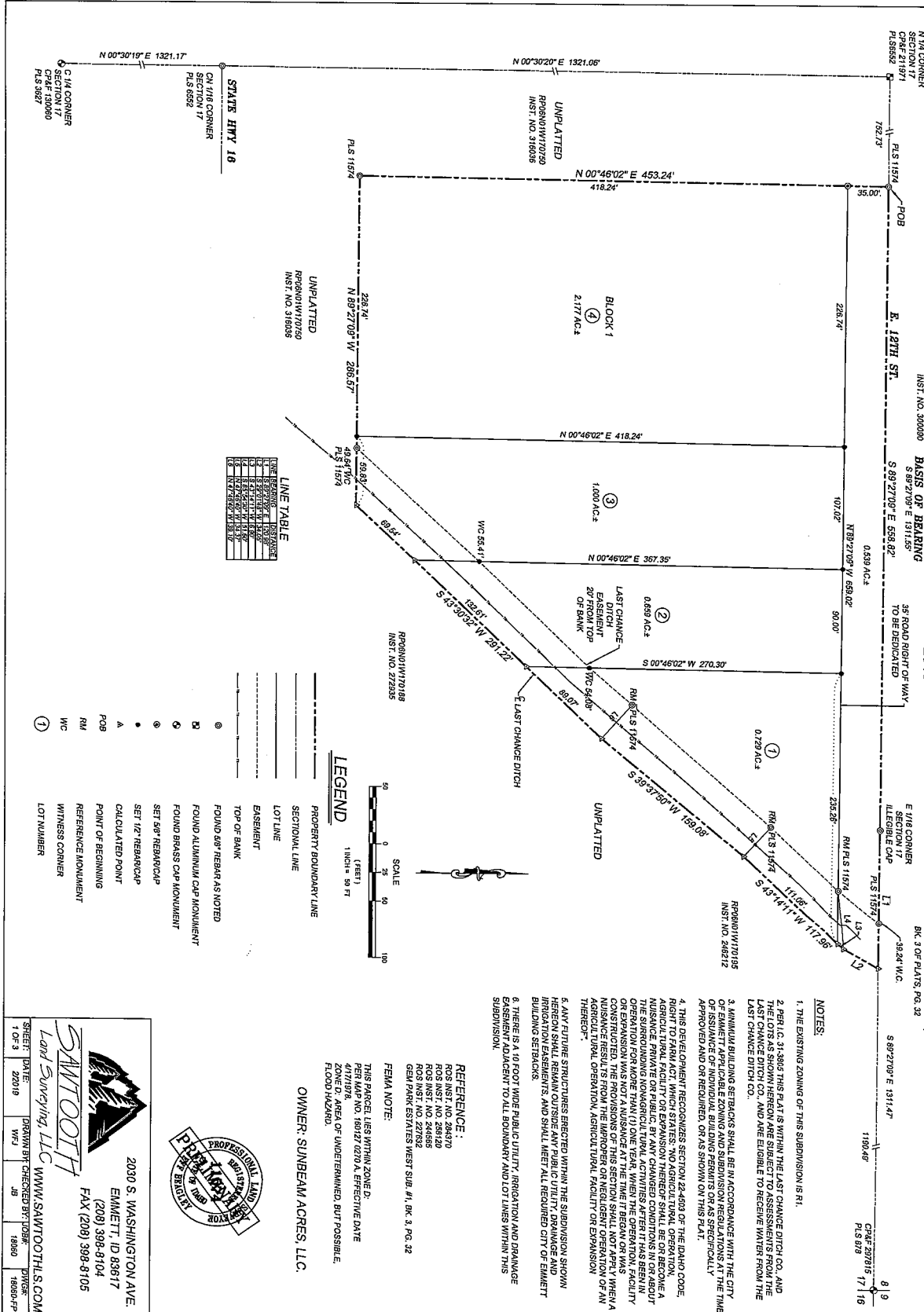
5. SITE SPECIFIC CONDITIONS OF APPROVAL (P&Z Dept.)

1. The Final Plat stamp dated 2/2019 by Sawtooth Land Surveying is approved with the following changes:
 - a. Applicant shall comply with all Final Plat review comments of the County Surveyor (if any) regarding the technical elements of the Final Plat drawing.
 - b. Review fees from the County Surveyor will need to be paid prior to signing the Mylar.

Revise the final plat (if needed) per the above comment and submit two (2) paper copies and one (1) digital copy to the Emmett P&Z Department for final review before preparing the Mylar copy for final signature.

2. Approval period: Final plat shall be filed with the county recorder within one year after written approval by the city, otherwise such approval shall become null and void unless prior to said expiration date an extension of time is applied for by the sub-divider and granted by the city council.
3. The applicant shall comply with all plat recording procedures outlined in ECC 10-2-4.K
4. Within ten (10) days of recording the final plat, the applicant shall prepare new deeds and legal descriptions for lots 1 thru 4 and record said documents with the Gem County Recorder's Office.

SUNNY ACRES SUBDIVISION MIN-18-002
LOCATED IN THE NE 1/4 OF SECTION 17,
T. 6 N., R. 1 W., B.M., CITY OF EMMETT, GEM COUNTY, IDAHO
2019

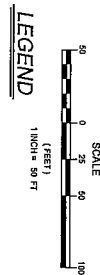


LINE TABLE

LINE NO.	BEARING	DISTANCE	REMARKS
1	N 00°30'20" E	1321.06'	STATES HWY 16
2	N 00°46'02" E	453.24'	UNPLATTED
3	N 00°46'02" E	418.24'	UNPLATTED
4	N 00°46'02" E	367.35'	UNPLATTED
5	S 00°46'02" W	270.30'	UNPLATTED
6	S 89°27'09" W	558.42'	UNPLATTED
7	S 89°27'09" E	1311.55'	UNPLATTED
8	N 89°27'09" W	658.02'	UNPLATTED
9	N 00°46'02" E	418.24'	UNPLATTED
10	N 00°46'02" E	367.35'	UNPLATTED
11	S 00°46'02" W	270.30'	UNPLATTED
12	S 89°27'09" W	558.42'	UNPLATTED
13	S 89°27'09" E	1311.55'	UNPLATTED
14	N 89°27'09" W	658.02'	UNPLATTED
15	N 00°46'02" E	418.24'	UNPLATTED
16	N 00°46'02" E	367.35'	UNPLATTED
17	S 00°46'02" W	270.30'	UNPLATTED
18	S 89°27'09" W	558.42'	UNPLATTED
19	S 89°27'09" E	1311.55'	UNPLATTED
20	N 89°27'09" W	658.02'	UNPLATTED
21	N 00°46'02" E	418.24'	UNPLATTED
22	N 00°46'02" E	367.35'	UNPLATTED
23	S 00°46'02" W	270.30'	UNPLATTED
24	S 89°27'09" W	558.42'	UNPLATTED
25	S 89°27'09" E	1311.55'	UNPLATTED
26	N 89°27'09" W	658.02'	UNPLATTED
27	N 00°46'02" E	418.24'	UNPLATTED
28	N 00°46'02" E	367.35'	UNPLATTED
29	S 00°46'02" W	270.30'	UNPLATTED
30	S 89°27'09" W	558.42'	UNPLATTED
31	S 89°27'09" E	1311.55'	UNPLATTED
32	N 89°27'09" W	658.02'	UNPLATTED
33	N 00°46'02" E	418.24'	UNPLATTED
34	N 00°46'02" E	367.35'	UNPLATTED
35	S 00°46'02" W	270.30'	UNPLATTED
36	S 89°27'09" W	558.42'	UNPLATTED
37	S 89°27'09" E	1311.55'	UNPLATTED
38	N 89°27'09" W	658.02'	UNPLATTED
39	N 00°46'02" E	418.24'	UNPLATTED
40	N 00°46'02" E	367.35'	UNPLATTED
41	S 00°46'02" W	270.30'	UNPLATTED
42	S 89°27'09" W	558.42'	UNPLATTED
43	S 89°27'09" E	1311.55'	UNPLATTED
44	N 89°27'09" W	658.02'	UNPLATTED
45	N 00°46'02" E	418.24'	UNPLATTED
46	N 00°46'02" E	367.35'	UNPLATTED
47	S 00°46'02" W	270.30'	UNPLATTED
48	S 89°27'09" W	558.42'	UNPLATTED
49	S 89°27'09" E	1311.55'	UNPLATTED
50	N 89°27'09" W	658.02'	UNPLATTED

LEGEND

- PROPERTY BOUNDARY LINE
- - - SECTIONAL LINE
- LOT LINE
- - - EASEMENT
- - - TOP OF BANK
- FOUND 5/8" REBAR AS NOTED
- ⊗ FOUND ALUMINUM CAP MONUMENT
- ⊙ FOUND BRASS CAP MONUMENT
- ⊕ SET 5/8" REBAR/CAP
- ⊖ SET 1/2" REBAR/CAP
- ⊗ CALCULATED POINT
- ⊙ POINT OF BEGINNING
- ⊗ REFERENCE MONUMENT
- ⊙ WITNESS CORNER
- ① LOT NUMBER



NOTES:

- THE EXISTING ZONING OF THIS SUBDIVISION IS R1.
- PER I.C. 31-3805 THIS PLAT IS WITHIN THE LAST CHANGE DITCH CO. AND THE LOTS AS SHOWN HEREON ARE SUBJECT TO ASSESSMENTS FROM THE LAST CHANGE DITCH CO. AND ARE ELIGIBLE TO RECEIVE WATER FROM THE LAST CHANGE DITCH CO.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF EMMETT APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ASSUANCE OF INDIVIDUAL BUILDING PERMITS ON THIS PLAT.
- THE DEVELOPMENT REQUIRES SECTION 22-4803 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NON-AGRICULTURAL USE OF LAND. THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN (1) ONE YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS A NUISANCE RESULT FROM THE OPERATION OF THIS SECTION SHALL NOT BE AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- ANY FUTURE STRUCTURES RECEIVED WITHIN THE SUBDIVISION SHOWN HEREON SHALL REMAIN OUTSIDE ANY PUBLIC UTILITY, DRAINAGE AND IRRIGATION EASEMENTS, AND SHALL MEET ALL REQUIRED CITY OF EMMETT BUILDING SETBACKS.
- THERE IS A 10 FOOT WIDE PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT ADJACENT TO ALL BOUNDARY AND LOT LINES WITHIN THIS SUBDIVISION.

REFERENCE:

ROS INST. NO. 246470
 ROS INST. NO. 246480
 ROS INST. NO. 246488
 ROS INST. NO. 227632
 GEM PARK ESTATES WEST SUB. #1, BK. 3, PG. 32

FEINA NOTE:

THIS PARCEL LIES WITHIN ZONE D.
 PER MAP NO. 18012710270 A EFFECTIVE DATE
 2/1/1978, AN AREA OF UNDETERMINED, BUT POSSIBLE,
 FLOOD HAZARD.

OWNER: SUNBEAM ACRES, LLC.



SAWTOOTH
 Land Surveying, LLC
 WWW.SAWTOOTHLLC.COM
 2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 (208) 398-8104
 FAX (208) 398-8105

SHEET DATE: 2/20/19
 DRAWN BY: CHECKED BY: TDS
 1 OF 3 VFP JB 1890 1890-4P

SUNNY ACRES SUBDIVISION MIN-18-002
LOCATED IN THE NE 1/4 OF SECTION 17
T. 6 N., R. 1 W., B.M., CITY OF EMMETT, GEM COUNTY, IDAHO
2019

BOOK _____ PAGE _____

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS ITS INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAT.

THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE ERIGED WITHIN THE LINES OF SAID EASEMENTS.

PURSUANT TO IDAHO CODE §6-1334, I, THE UNDERSIGNED, DO HEREBY STATE THAT THE INDIVIDUAL LOTS SHOWN HEREON WILL BE SERVED BY MUNICIPAL WATER AND THE MUNICIPAL SYSTEM HAS AGREED IN WRITING TO SERVE ALL LOTS IN THE SUBDIVISION.

THE LOTS IN THIS SUBDIVISION ARE TO BE SERVED BY MUNICIPAL SANITARY SEWER.

THE PUBLIC STREET SHOWN HEREON (IE. 12TH ST) IS HEREBY DEDICATED TO THE PUBLIC.

BASIS OF BEARING FOR THIS DESCRIPTION IS S. 89°27'09" E. BETWEEN AN ALUMINUM CAP PLS 693" MARKING THE N 1/4 CORNER OF SECTION 17 AND A BRASS CAP PLS 873" MARKING THE NE CORNER OF SECTION 17. T. 6 N., R. 1 W., B.M., GEM COUNTY, IDAHO.

A PARCEL OF LAND LOCATED IN THE N 1/2 OF THE NE 1/4 OF SECTION 17, T. 6 N., R. 1 W., B.M., CITY OF EMMETT, GEM COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE N 1/4 OF SAID SECTION 17;

THENCE S. 89°27'09" E., CONCORDANT WITH THE NORTH BOUNDARY OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 17, A DISTANCE OF 762.73 FEET TO A 66" REBAR PLS 1150" AND THE POINT OF BEGINNING;

THENCE CONTINUING S. 89°27'09" E., CONCORDANT WITH THE NORTH BOUNDARY OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 17, A DISTANCE OF 538.82 FEET TO A 58" REBAR "LEGIBLE CAP" MARKING THE E 1/16 CORNER OF SAID SECTION 17;

THENCE S. 89°27'09" E., CONCORDANT WITH THE NORTH BOUNDARY OF THE NE 1/4 OF SAID SECTION 17, 128.89 FEET TO THE CENTERLINE OF THE LAST CHANCE DITCH WITNESSED BY A 58" REBAR PLS 1154" BEARING N. 89°27'09" W., 38.24 FEET;

THENCE S. 28°01'48" W., CONCORDANT WITH THE CENTERLINE OF SAID LAST CHANCE DITCH, 34.08 FEET REFERENCED BY A 58" REBAR PLS 1154" BEARING S. 85°11'55" W., 54.40 FEET;

THENCE S. 43°14'11" W., CONCORDANT WITH THE CENTERLINE OF SAID LAST CHANCE DITCH, 117.86 FEET REFERENCED BY A 66" REBAR PLS 1157" BEARING N. 47°46'40" W., 34.59 FEET;

THENCE S. 39°37'20" W., CONCORDANT WITH THE CENTERLINE OF SAID LAST CHANCE DITCH, 169.08 FEET REFERENCED BY A 58" REBAR PLS 1157" BEARING N. 47°46'40" W., 42.18 FEET;

THENCE S. 43°30'32" W., CONCORDANT WITH THE CENTERLINE OF SAID LAST CHANCE DITCH, 291.21 FEET WITNESSED BY A 58" REBAR PLS 4773" BEARING N. 89°27'09" W., 47.73 FEET;

THENCE LEAVING THE CENTERLINE OF SAID LAST CHANCE DITCH, N. 89°27'09" W., PARALLEL WITH THE NORTH LINE OF SAID NE 1/4 OF SECTION 17, A DISTANCE OF 288.57 TO A 58" REBAR PLS 1157";

THENCE N. 0°46'02" E., 483.24 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 5.103 ACRES MORE OR LESS.

SUNBEAM ACRES, LLC,
 BY: KELSEY PETERSON, MEMBER

ACKNOWLEDGEMENT

STATE OF IDAHO }
 COUNTY OF GEM } SS

ON THIS _____ DAY OF _____ 2019, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED KELSEY PETERSON, KNOWN TO ME TO BE A MEMBER OF SUNBEAM ACRES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, AND ACKNOWLEDGE TO ME THAT SUNBEAM ACRES, LLC EXECUTED THE SAME.


IN WITNESS WHEREOF, I HAVE HEREIN TO SET MY HAND AND SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO _____
 RESIDING AT _____
 MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

I, JEFF BRADLEY PLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERS WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND ON 5/10/2019 UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN COMPLIANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS AND CONSENT REPRESENTATION AND FILING ACT, IDAHO CODE §6-1601 THROUGH §6-1612.

JEFF BRADLEY
 PLS 11924

SAWTOOTH
 Land Surveying, LLC
 WWW.SAWTOOTHLS.COM

2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 (208) 398-8104
 FAX (208) 399-8105

SHEET: 2 OF 3	DATE: 2/20/19	DRAWN BY: CHECKED BY: JWB	DATE: 1/8/20	DATE: 1/8/20
---------------	---------------	---------------------------	--------------	--------------

SUNNY ACRES SUBDIVISION MIN-18-002
 LOCATED IN THE NE 1/4 OF SECTION 17,
 T. 6 N., R. 1 W., B.M., CITY OF EMMETT, GEM COUNTY, IDAHO
 2019

BOOK _____ PAGE _____

SOUTHWEST DISTRICT HEALTH DEPARTMENT

SWATRY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 59, CHAPTER 12 ARE IN FORCE. NO OWNER SHALL CONSTRUCT BUILDINGS OR PREMISES ON THE SAID PROPERTY WITHOUT FIRST OBTAINING SWATRY RESTRICTIONS FROM THE SWATRY RESTRICTIONS OFFICE. SWATRY RESTRICTIONS ARE SATISFIED.

SOUTHWEST DISTRICT HEALTH DEPARTMENT, DHS _____ DATE _____

CERTIFICATE OF COUNTY SURVEYOR

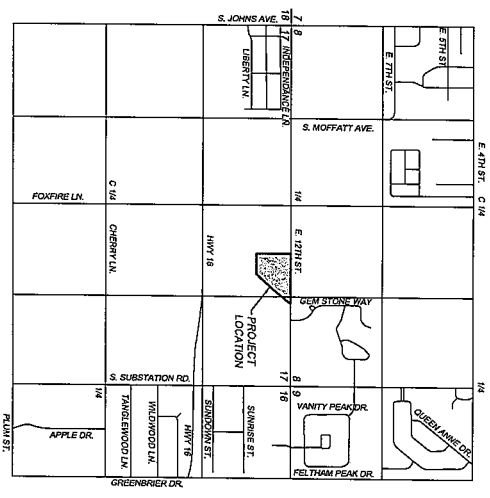
I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR FOR GEM COUNTY, IDAHO, DO HEREBY STATE THAT I HAVE CHECKED THIS SUBDIVISION PLAT AND THAT IT IS IN COMPLIANCE WITH THE STATE OF IDAHO CODE, TITLE 59, CHAPTER 13, AND TITLE 59, CHAPTER 16, RELATING TO PLATS AND SURVEYS.

DAVID R. KINZLER PEPLUS 2639 _____ DATE _____

CERTIFICATE OF CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF EMMETT, GEM COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS FINAL PLAT AND THAT THE CITY OF EMMETT REQUIREMENTS REGARDING FINAL PLATS HAVE BEEN MET.

CITY OF EMMETT ENGINEER _____ DATE _____



APPROVAL OF THE CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK IN AND FOR THE CITY OF EMMETT, GEM COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____, 2019, THIS FINAL PLAT WAS APPROVED.

CITY CLERK _____ DATE _____

CERTIFICATE OF COUNTY ASSESSOR

I, THE UNDERSIGNED COUNTY ASSESSOR, IN AND FOR THE COUNTY OF GEM, STATE OF IDAHO, DO HEREBY STATE THAT THIS PLATTING IS ACCEPTABLE FOR ASSESSMENT PURPOSES.

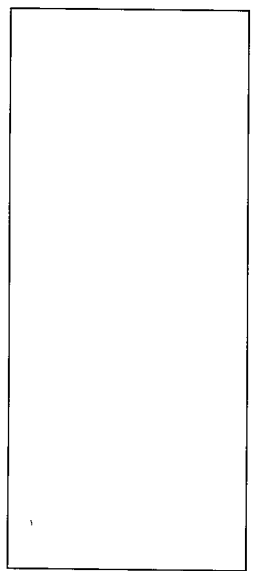
GEM COUNTY ASSESSOR _____ DATE _____

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF GEM, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50.1008, DO HEREBY CERTIFY AND AFFIRM THAT THE PROPERTY TAX FOR THE CURRENT YEAR HAS BEEN PAID TO THE COUNTY TREASURER. THE PROPERTY TAX FOR THE CURRENT YEAR IS ALIEN DUE AND NOT YET PAYABLE. THIS CERTIFICATION IS VALID IF RECORDED WITHIN THIRTY (30) DAYS OF CERTIFICATION.

GEM COUNTY TREASURER _____ DATE _____

CERTIFICATE OF COUNTY RECORDER



SAWTOOTH
 Land Surveying, LLC
 2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 (208) 398-8104
 FAX (208) 399-8105
 WWW.SAWTOOTHLS.COM

SHEET: DATE: 2/20/19
 DRAWN BY: CHECKED BY: JSE
 WFC JB
 3 OF 3 18050 18050-PP

GEM COUNTY FINAL PLAT CHECKLIST

Keller Reference No. 210022-047

SUBDIVISION NAME: Sunny Acres Minor Subdivision
SURVEYOR: City of Emmett
DATE SUBMITTED: 2/5/2019

Cost options: \$120 plus \$25 per lot, Revised Plat (hourly) with associated fees and total due amounts.

Margin specifications: 18X27; 3 1/2" Left Margin; 1/2" Margin all others.
No Drafting or Certificate encroachment upon margins
Scale acceptable to insure clarity

CERTIFICATES:

- OWNER
Signatures (Reproducible ink)
Public Street Dedication
Acknowledgement
Intent Statement
Easement Reservation
Private Road Reservation
Water System (I.C. 50-1334)
Sewer System (I.C. 50-1326)

- CITY
Council
P&Z
Engineer
COUNTY
Commissioners
Assessors
Engineer

SURVEYOR
HEALTH DISTRICT
COUNTY TREASURER

HIGHWAY DISTRICT
COUNTY SURVEYOR

PLAT SHOWS THE FOLLOWING:

- Street Widths and Courses
Lot Numbers
Lot Dimensions and Bearings
Public Land Survey Corner Ties (2)
Easements
North Arrow
Curve Table
Point of Beginning
Correct Size Monuments
Addressing (I.C. 31-3805-Irrigation)
Name, Book and Page No. of Adjacent Subdivision or "Unplatted" Designated
Name, Aliquot Part, Section, Township, Range, Re-plat Subtitle and Date
Street Names
Block Numbers
Vicinity Map
Boundary Dimensions and Bearings
CP & F Instrument Numbers
Basis of Bearings
Scale
Line Table
Legend and Monuments Symbols
Public Streets Designated
Private Streets Designated

CLOSURES

Plat Description

REMARKS: (See Attachment)

ACCEPTED

2/6/19
Date

Signature of David R. Kinzer, P.E./P.L.S., Gem County Surveyor

CORRECT/REVISE AND RESUBMIT

Date

Signature of David R. Kinzer, P.E./P.L.S., Gem County Surveyor

*GEM COUNTY DEVELOPMENT SERVICES REVIEWED THE PLAT TO ENSURE IT CONFORMS TO VARIOUS COUNTY AND STATE REQUIREMENTS SUCH AS UNIQUE STREET NAMES, UNIQUE SUBDIVISION NAMES, ETC. 206126



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

Building & Zoning Department

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

February 7, 2019

RE: City of Emmett Parking Lot

Mayor and City Council,

Staff would like to discuss the auction of the parking lot behind True Valley.

Proposed Motion:

I would like to make a motion to dispose of the parking lot behind True Valley by the following means:

1. Hire Heath Auction Co. and Realtor Matt Heath to dispose of the parking lot by public auction for a minimum bid of \$20,000.00.

OR

2. Hire Heath Auction Co. solely to dispose of the parking lot by public auction for a minimum bid of \$20,000.00.

OR

3. City of Emmett staff will auction off the parking lot in the lobby of City Hall with a minimum bid of \$20,000.00.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Sullivan", with a long horizontal flourish extending to the right.

Brian Sullivan
Building / Zoning Administrator

Agency Disclosure Brochure

A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions



Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act." Idaho Code 54-2082 through 54-2097.



This informational brochure is published by the Idaho Real Estate Commission.

Effective July 1, 2018

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

"Agency" is a term used in Idaho law that describes the relationships between a licensee and the parties to a real estate transaction.

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

Important Notice:
Never wire money without double-checking that the wiring instructions are correct. Cyber criminals are hacking email accounts and sending fake wiring instructions. Always independently confirm wiring instructions in person or via a telephone call TO a trusted and verified phone number.

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

A "Sold" price of property is not confidential client information, for either buyers or sellers, and may be disclosed by a licensee.

If you have any questions about the information in this brochure, contact:
Idaho Real Estate Commission
(208) 334-3285
irec.idaho.gov

Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your

Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- How will the brokerage get paid?
- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I cancel this agreement, and if so, how?
- Can I work with other brokerages during the time of my agreement?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement, am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

Audio/Video Surveillance Use caution when discussing *anything* while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: Evans Realty, L.L.C. Phone: 208-365-4495

RECEIPT ACKNOWLEDGED

Rev 07/01/18

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure.
This document is not a contract, and signing it does not obligate you to anything.

Signature City of Emmett Date _____
Signature _____ Date _____



RE-16 SELLER REPRESENTATION AGREEMENT (EXCLUSIVE RIGHT TO REPRESENT)



THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

DATE: 01/28/2019 AGENT: Matt Heath
Acting as Agent for the Broker

1. SELLER City of Emmett
retains Teena Turner Broker of Evans Realty, L.L.C. as
SELLER'S exclusive Broker to sell, lease, or exchange the property described below, (hereafter "Property"), on the terms stated herein or on
other terms agreed to in writing by SELLER in future negotiations with any BUYER. SELLER retains BROKER and grants to BROKER the
exclusive right to represent SELLER, where the SELLER is represented by only one broker for the duration stated herein and for the express
purpose of representing SELLER in the sale, lease or exchange of the Property. Further, SELLER agrees, warrants and acknowledges that
SELLER has not and shall not enter into any seller representation agreement with another broker to sell, lease or exchange the Property
during the effective term of this agreement. SELLER agrees to indemnify and hold the above-listed Broker harmless from any claim brought
by any other broker or real estate salesperson for compensation claimed for assisting SELLER during the duration of this agreement. **By
appointing Broker as SELLER'S exclusive real estate broker, SELLER agrees to conduct all negotiations to sell the Property
through Broker, and to refer to Broker all inquiries or leads received in any form from real estate brokers, salespersons, prospective
buyers, or any other source, during the time this Exclusive Seller Representation Agreement is in effect.**

2. PROPERTY ADDRESS AND/OR LEGAL DESCRIPTION. The property address and/or the complete legal description of the property are
as set forth below.

Address _____
County Gem City Emmett State Idaho Zip 83617
Legal and/or Property Description _____

or Legal and/or Property Description Attached as exhibit A. (Exhibit must accompany this agreement and be signed
or initialed by SELLER.)

3. TERM OF AGREEMENT. The term of this Agreement shall commence on _____ and shall expire at 11:59
p.m. on _____ unless renewed or extended. If the SELLER accepts an offer to purchase or exchange,
the terms of this Agreement shall be extended through the closing of the transaction.

4. PRICE. SELLER agrees to sell the Property for a total price of \$ _____
DOLLARS

5. FINANCING. SELLER agrees to consider the following types of financing: (Complete all applicable provisions).
 FHA VA CONVENTIONAL IHFA RURAL DEVELOPMENT Exchange
 Cash Cash to existing loan(s) Assumption of existing loan(s)
 SELLER will carry contract and accept a minimum down payment of \$ 0 and an acceptable secured
note for the balance to be paid as follows: _____

Other acceptable terms _____

6. BROKERAGE FEE.
(A) If Broker or any person, including SELLER, procures a purchaser ready, willing and able to purchase, transfer or exchange the Property
on the terms stated herein or on any other price and terms agreed to in writing, the SELLER agrees to pay a total brokerage fee
of 6 % of the contract or purchase price OR \$ 0. Of this total brokerage fee, 3 % of the contract purchase price
OR \$ 0 will be shared with the cooperating brokerage unless otherwise agreed to in writing. The fee shall be paid in cash
at closing and deducted from the seller's proceeds on the settlement statement unless otherwise designated by the Broker in writing.
(B) If Broker procures a lessee ready, willing and able to lease the Property on the terms stated herein, or on any other price and terms
agreed to in writing, the SELLER agrees to pay a total brokerage fee of the greater of: 0 % of the total base rent OR
0 month's rent OR a one-time flat fee of \$ 0. Of this total brokerage fee, 0 % of the total base rent
OR 0 month's rent OR a one-time flat fee of \$ 0 will be shared with the cooperating brokerage unless otherwise
agreed to in writing. Any applicable flat fee shall be paid in cash upon execution of the lease agreement unless otherwise designated by
the Broker in writing. Base rent is defined as the specific minimum rent owed by lessee to SELLER each month. In addition, if the lease
is a 'lease to own' contract, or if the lessee exercises an option to purchase under the lease, then in addition to the terms specified in this
section (b), Broker shall also be entitled to the brokerage fee enumerated in section (a) above.
(C) Further, the brokerage fee is payable if the Property or any portion thereof or any interest therein is, directly or indirectly, sold,
exchanged or optioned or agreed to be sold, exchanged or optioned within _____ calendar days (ninety [90] if left blank) following
expiration of the term hereof to any person who has examined, been introduced to or been shown the Property during the term hereof,
unless SELLER enters into a Seller Representation Agreement to market said Property with another Broker.
(D) This is a contract for a specific term. In the event SELLER breaches this representation agreement by terminating it prior to its
expiration, said termination shall be deemed to be wrongful interference which prevented Broker from performing Broker's duties hereunder

SELLER'S Initials (____) (____) Date: _____

PROPERTY ADDRESS: Emmett 83617

and as a special condition of this agreement SELLER shall be liable to Broker for a cancellation fee equal to 1% of the PRICE enumerated in Section 4 above or \$ 0. This cancellation fee is only available if Broker is not compensated under Sections 6A or 6B above. This fee shall be the minimum amount owed to Broker as SELLER may be liable for further payment to Broker if Broker becomes obligated to pay third parties, including but not limited to commissions owed to Buyer's agents if SELLER was under contract at the time of breach.

7. ADDITIONAL FEES: 0

8. INCLUDED ITEMS. SELLER agrees to leave with the premises all seller-owned attached floor coverings, television wall mounts, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. Also included: 0

9. EXCLUDED ITEMS. 0

10. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of a purchase and sale agreement, even though said harvest time may occur subsequent thereto, unless otherwise agreed to in writing. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established in writing. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED TO THE PURCHASE AND SALE AGREEMENT.

11. WATER & MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise disclosed by the SELLER in writing. Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

12. TITLE AND EXISTING ENCUMBRANCES. Title to the Property is to be conveyed by Warranty Deed unless otherwise provided herein, and is to be marketable and insurable except for rights reserved in federal patents, federal, state or railroad deeds, building or use restrictions, building and/or zoning regulations and ordinances of any governmental entity, and rights of way and easements established or of record. The individual executing this Agreement warrant and represents that said individual either owns the Property or has full power and right to enter into this Agreement and to sell and convey the Property on behalf of the SELLER and that to the best of said individual's knowledge the Property is in compliance with all applicable building and zoning regulations and with any applicable covenants and restrictions affecting the Property except:

The SELLER agrees to provide good and marketable title to the Property at the time of closing. The Property is currently encumbered by the following liens: [X]None []1st Mortgage []2nd Mortgage []Home Equity Loan []Other

If encumbered, the loan payments are current []yes []no; If no, the Property []is []is not currently under foreclosure proceedings. If Property is currently or becomes involved in foreclosure proceedings, Idaho law requires certain additional disclosures to be provided in a separate form and affixed to the Purchase and Sale Agreement. Foreclosure means that a trustee or beneficiary has filed a notice of default in the county where the Property identified in Section 2 is situated and in addition to any statements required by Idaho law, the notice also states that trustee or beneficiary has elected to sell the Property to satisfy the obligation.

SELLER is aware that some loans have a recapture provision or prepayment penalty and SELLER may be required to pay additional funds to satisfy such recapture or penalty.

13. MULTIPLE LISTING SERVICE AUTHORIZATION. (Name of MLS) IMLS By initialing this line, it is understood that Broker is a member of the above MLS. SELLER authorizes and directs Broker to offer to cooperate with and compensate other Brokers, and to submit a Property Data Sheet and any authorized

SELLER'S Initials () () Date:

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®, Inc. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: Emmett 83617

changes to MLS as required in the Rules and Regulations of the above MLS. SELLER understands and agrees that any MLS information regarding the above Property will be made available to Buyer's Agents and/or Dual Agents. SELLER acknowledges that pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

14. LOCKBOX AUTHORIZATION.

By initialing this line, SELLER directs that a lockbox containing a key which gives MLS Keyholders access to the Property shall be placed on any building located on the Property. SELLER authorizes MLS Keyholders to enter said Property to inspect or show the same. SELLER agrees to hold Broker harmless from any liability or loss.

15. AVM AND BLOGGING AUTHORIZATION.

SELLER does not agree to allow for Automated Valuation Model (AVM). SELLER does not agree to allow blogging and or consumer comments.

16. ADVERTISING AUTHORIZATION.

SELLER does not agree to allow listing documents and information to be displayed on the Internet. SELLER does not agree to allow address to be displayed on Internet. SELLER does not agree to allow Broker to advertise said Property in print media. SELLER does not agree to allow Broker to advertise said Property in other advertising media. SELLER does not agree to allow Broker to place the Broker's sign on Property.

17. SELLER'S PROPERTY DISCLOSURE FORM. If required by Title 55, Chapter 25 Idaho Code, SELLER shall within ten (10) calendar days after execution of a Purchase and Sale Agreement provide to Buyer "Seller's Property Disclosure Form" and Buyer shall have three (3) business days from receipt of the disclosure report to rescind the offer in a written signed and dated document delivered to the SELLER or the SELLER'S Agents. Buyer rescission must be based on a specific written objection to a disclosure made in the Seller's Property Disclosure Form.

18. LEAD BASED PAINT DISCLOSURE. SELLER has been advised of disclosure obligations regarding lead-based paint and lead-based paint hazards in the event Property is a defined "Target Housing" under Federal Regulations. The term lead-based paint hazard is intended to identify lead-based paint and all residential lead-containing dusts and soils regardless of the source of lead. Said Property is not "Target Housing". If yes, SELLER agrees to sign and complete the Information Disclosure and Acknowledgment Form provided and deliver to my agent all records, test reports or other information related to the presence of lead-based paint or lead-based paint hazards, if any. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination

19. TRANSACTION RELATED SERVICES DISCLAIMER: SELLER understands that Broker is qualified to advise SELLER on general matters concerning real estate, but may not offer legal or accounting advice and is not an expert in matters of law, tax, financing, surveying, structural conditions, property inspections, water rights, mineral rights, hazardous materials, or engineering. SELLER acknowledges that Broker advises SELLER to seek expert assistance for advice on such matters. The Broker or Broker's agents may, during the course of the transaction, identify individuals or entities who perform services including BUT NOT LIMITED TO the following; home inspections, service contracts, appraisals, environmental assessment inspection, code compliance inspection, title insurance, closing and escrow services, loans and refinancing services, construction and repair, legal and accounting services, and/or surveys. SELLER understands that the identification of service providers is solely for SELLER'S convenience and that the Broker and their agents are not guaranteeing or assuring that the service provider will perform its duties in accordance with SELLER'S expectations. SELLER has the right to make arrangements with any entity SELLER chooses to provide these services. SELLER hereby releases and holds harmless the Broker and Broker's agents from any claims by SELLER that service providers breached their agreement, were negligent, misrepresented information, or otherwise failed to perform in accordance with SELLER'S expectations. In the event SELLER requests Broker to obtain any products or services from outside sources, SELLER agrees to pay for them immediately when payment is due. For example: surveys or engineering, environmental and/or soil tests, title reports, home or property inspections, appraisals, etc.

20. CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY: The undersigned SELLER has received, read and understand the Agency Disclosure Brochure prepared by the Idaho Real Estate Commission. The undersigned SELLER understands that the brokerage involved in this transaction may be providing agency representation to both SELLER and Buyer. The undersigned SELLER each understands that, as an agent for both SELLER/client and Buyer/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms or factors motivating Buyer/client to buy or SELLER/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by Section 54-2085, Idaho Code. The undersigned SELLER understands that a limited dual agent does not have a duty of undivided loyalty to either client.

SELLER'S Initials () () Date:

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: Emmett 83617

182 The undersigned SELLER further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency
183 representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with
184 applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises
185 the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment
186 of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or
187 using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.
188

189 21. SELLER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES: SELLER acknowledges that Broker
190 as named above has disclosed the fact that at times Broker acts as agent(s) for other Buyers and for SELLERS in the sale of the Property.
191 SELLER has been advised and understands that it may create a conflict of interest for Broker to introduce Buyers to SELLER Client's Property
192 because Broker could not satisfy all of its Client duties to both Buyer Client and SELLER Client in connection with such a showing or any
193 transaction which resulted. Based on the understandings acknowledged, SELLER makes the following election: (Make one selection
194 only)
195

196 / /
197 Initials SELLER does want Broker to introduce any interested Client of Broker to Client SELLER'S Property and hereby
198 Limited Dual Agency agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known
199 and/or to the Broker at that time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will
200 Assigned Agency act in an unbiased manner to assist the SELLER and Buyer in the introduction of Buyers to such SELLER Client's
201 Property and in the preparation of any contract of sale which may result. SELLER authorizes Broker to act in a
202 limited dual agency capacity. Further, SELLER agrees that Broker may offer, but is not obligated to offer,
203 assigned agency representation, and if offered by the Broker, SELLER authorizes Broker to act in such capacity.
204

205 / /
206 Initials SELLER does not want Broker to introduce interested Buyer Clients to Client SELLER'S Property and hereby
207 Single Agency releases Broker from any responsibility or duty under the agency agreement to do so. Broker shall be under no
obligation or duty to introduce the Buyer to any Client SELLER'S Property.

208 22. OTHER POTENTIAL SELLERS AND BUYERS: SELLER understands that other potential buyers may consider, make offers on, or
209 purchase through Broker, the same or similar properties as SELLER is seeking to sell. SELLER also understands that other potential sellers
210 may consider, receive offers on, or sell through Broker, the same or similar properties as SELLER is seeking to sell. SELLER consents to
211 Broker's representation of such other potential buyers and sellers before, during, and after the expiration of this Agreement and further
212 releases Broker of any conflicting Agency duties that may arise through said representation.
213

214 23. INFORMATION WARRANTY. SELLER warrants that all information provided by SELLER herein and hereafter will be true and correct.
215 Unless specifically stated in writing, SELLER grants Broker the right to share with prospective BUYERS any documents provided to Broker
216 and agrees said documents are not confidential, SELLER further and specifically affirms SELLER is authorized to share tenant information
217 with Broker and authorizes Broker to share the same with prospective BUYERS.
218

219 24. DEPOSIT. Brokers are authorized to receive a deposit from any prospective purchaser who offers to purchase or exchange the Property
220 and shall notify SELLER of the receipt of any such deposit. Acceptance of such deposit by a Broker shall not constitute SELLER'S acceptance
221 of any such offer.
222

223 25. COST REIMBURSEMENT: If BUYER defaults in the performance of any purchase and sale agreement procured under this Agreement,
224 and SELLER becomes entitled to Earnest Money, the holder of the Earnest Money shall pay out of the Earnest Money the costs incurred by
225 SELLER'S Broker related to the transaction, including, without limitation, title insurance, escrow fees, appraisal, credit report fees, inspection
226 fees and attorney fees. If SELLER elects to accept the Earnest Money as liquidated damages, the holder of the Earnest Money shall first
227 pay from the Earnest Money the aforementioned costs incurred by SELLER'S Broker, and then pay any balance of the Earnest Money, one-
228 half to SELLER and one-half to SELLER'S Broker, provided the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-
229 to commission. In the event SELLER defaults under any purchase and sale agreement procured under this Agreement, SELLER shall be
230 liable to Broker for any costs incurred by SELLER's Broker related to this Agreement.
231

232 26. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER
233 agree that in the event of any controversy regarding the Earnest Money and/or items of value held by Broker or closing agency, Broker may
234 reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed
235 money. However, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing
236 agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction
237 and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either
238 parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is
239 entitled to recover actual fees incurred from either BUYER or SELLER.
240
241

SELLER'S Initials () () Date:

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the
Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: Emmett 83617

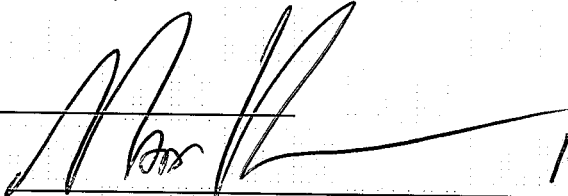
- 242 **27. GENERAL PROVISIONS.** In the event either party shall initiate any suit or action or appeal on any matter relating to this Agreement the
- 243 defaulting party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorneys' fees
- 244 and all court costs, including fees and cost upon appeal, and other expenses incurred by the prevailing party. This Agreement is made in
- 245 accordance with and shall be interpreted and governed by the laws of the State of Idaho. All rights and obligations of the parties hereunder
- 246 shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assigns.
- 247
- 248 **28. WIRE TRANSFER WARNING:** Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...))
- 249 are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums
- 250 of money being exchanged. SELLER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money
- 251 transfer instructions contained in an email from any party is inherently dangerous and should be avoided. SELLER agree that if SELLER
- 252 uses, or authorizes the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated
- 253 title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said
- 254 funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.
- 255
- 256 **29. NON-DISCRIMINATION.** SELLER and Broker acknowledge that it is illegal to discriminate in the showing, sale or leasing of the Property
- 257 on the basis of race, religion, color, sex, marital status, national origin, familial, or handicapped status of such person.
- 258
- 259 **30. SINGULAR AND PLURAL** terms each include the other, when appropriate.
- 260
- 261 **31. TRANSMISSION OF DOCUMENTS.** Facsimile or electronic transmission of any signed original document and retransmission of any signed
- 262 facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the lender, or the
- 263 Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.
- 264
- 265 **32. MERGER AND TIME: TIME IS OF THE ESSENCE IN THIS AGREEMENT** The terms hereof, and any addendums or exhibits
- 266 constitute the entire agreement and supersede all prior agreements, negotiations and discussions between parties. This agreement may be
- 267 modified only by a written agreement signed by each of the parties.
- 268
- 269 **33. SEVERABILITY:** In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be
- 270 invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be
- 271 affected or impaired thereby.
- 272
- 273 **34. BROKERS ARE REQUIRED TO PRESENT ALL WRITTEN OFFERS UP UNTIL THE TIME OF CLOSING** (per Idaho Code §54-2051).
- 274
- 275 **35. COMMUNICATION:** Failure of SELLER to reasonably maintain communication with BROKER is a breach of this agreement.
- 276
- 277 **36. OTHER TERMS AND CONDITIONS:**
- 278 **Property to be sold a public auction to highest bidder.**
- 279
- 280
- 281
- 282

283 CONTRACTOR REGISTRATION # (if applicable) _____

284

285

286

Seller Signature	City of Emmett	Date		Date
			Agent or Broker (on behalf of Brokerage) Signature	Date
			Matt Heath	1-28-19
Seller Signature	Date	Brokerage Address 1302 S Washington		
Address	City	State	ID	Zip
		Emmett	ID	83617
City	State	Zip	Brokerage Phone	Brokerage Fax
		208-365-4495	208-365-5022	
Phone	Fax	Brokerage Email		
		matt@evansrealtyllc.com		
Email		Agent/Broker Email		

The following resource list has been put together by the agents and office of Evans Realty LLC. Information may or may not be specific to your property. This may not be an all-inclusive list- please request any further information that you may need.

Receipt of the Resource List-Gem County (Rev. 1/18/2018)

Name	City of Emmett	Date
------	----------------	------

Name		Date
------	--	------

Name		Date
------	--	------

Name		Date
------	--	------

158868

Grant County, IDAHO) ss.
Recorded at request of
City of Emmett
Time 2:25 PM
Date October 16, 1987
In the No. 158868
Record as a Deed
By R. E. Godziej
Recorder
By *Judy Brigham* Deputy
Fee \$ 6.00

EXHIBIT A

PAGE 1 of 5

EXHIBIT A

PAGE 2 of 5

DEED OF GIFT

THIS INDENTURE, Made the 13th day of October, 1987, between ALVIN H. RANDALL and MARY A. RANDALL, husband and wife, of Madison, Wisconsin, the parties of the first part, and

THE CITY OF EMMETT, IDAHO, a municipal corporation,

whose address is: 231 S. Washington Avenue, Emmett, Idaho 83617, the party of the second part, WITNESSETH:

That the said parties of the first part, for and in consideration of the love and affection which said parties of the first part have and bear unto the said party of the second part, and for municipal purposes, do hereby give, grant, and confirm unto the said party of the second part, and to its successors and assigns forever, all of the right, title and interest of said parties of the first part in and to the following described real estate, situated in the County of Gem, State of Idaho, to-wit:

Beginning at the Southeast corner of Block 3, of the Original Townsite of Emmettville, according to the Revised Plat of said Townsite now on file and of record in the office of the county recorder of Gem County, Idaho, run thence North along the East line of said block 140 feet; thence West parallel to the South line of said block, 145 feet; thence South 140 feet; thence East 145 feet, to said point of beginning.

EXCEPTING THEREFROM the following described tract of land, consisting of part of Lots 8 and 9 of Block 3 of the Revised Plat of the Original Townsite of Emmett, Gem County, Idaho, which plat is on file in Book 1 of Plats, at page 13, in the Office of the Recorder of Gem County, Idaho, more particularly described as follows:

Commencing at the SE corner of Block 3 of said Revised Plat of the Original Townsite of Emmett, Idaho, which boundary is also the West line of the right of way for S. Hayes Avenue; thence North along the East boundary of Block 3 of said Revised Plat of the Original Townsite of Emmett, Idaho, a distance of 50.00 feet to the True Point of Beginning; thence West, parallel with the South boundary of Block 3 of the said Revised Plat of the Original Townsite of Emmett, Idaho, a distance of 50.00 feet; thence

North, parallel with the East boundary of Block 3 of the Revised Plat of the Original Townsite of Emmett, Idaho, a distance of 90.00 feet to a point on the South boundary of the right of way for an existing alley; thence

East, along said South boundary of the right of way for said alley, and parallel with the South boundary of Block 3 of said Revised Plat of the Original Townsite of Emmett, Idaho, a distance of 50.00 feet to a point on the East boundary of Block 3 of said Revised Plat of the Original Townsite of Emmett, Idaho; thence

South along the East boundary of said Revised Plat of the Original Townsite of Emmett, Idaho, a distance of 90.00 feet to the True Point of Beginning.

Including all water and ditch rights appurtenant thereto or used in

EXHIBIT A

PAGE 3 of 5

connection therewith, and including any easements or rights of ways appurtenant to or used for the benefit of said described premises. Subject to easements, rights of ways, reservations and exceptions, if any.

This gift is made to the City of Emmett, Idaho, with the restriction the property is to be held and used for an Emmett public short-term vehicular parking lot. If the City of Emmett, Idaho, decides in the future, that it is no longer feasible to utilize the property as a short-term vehicular parking lot, then the City may hold and use the property for any municipal purpose, for example, a city park or city beautification project.

Together, with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders.

To Have and Hold, All and singular the said premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever, as the property of the said second party.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Mary A. Randall Alvin H. Randall

STATE OF WISCONSIN)
County of DANE) ss.

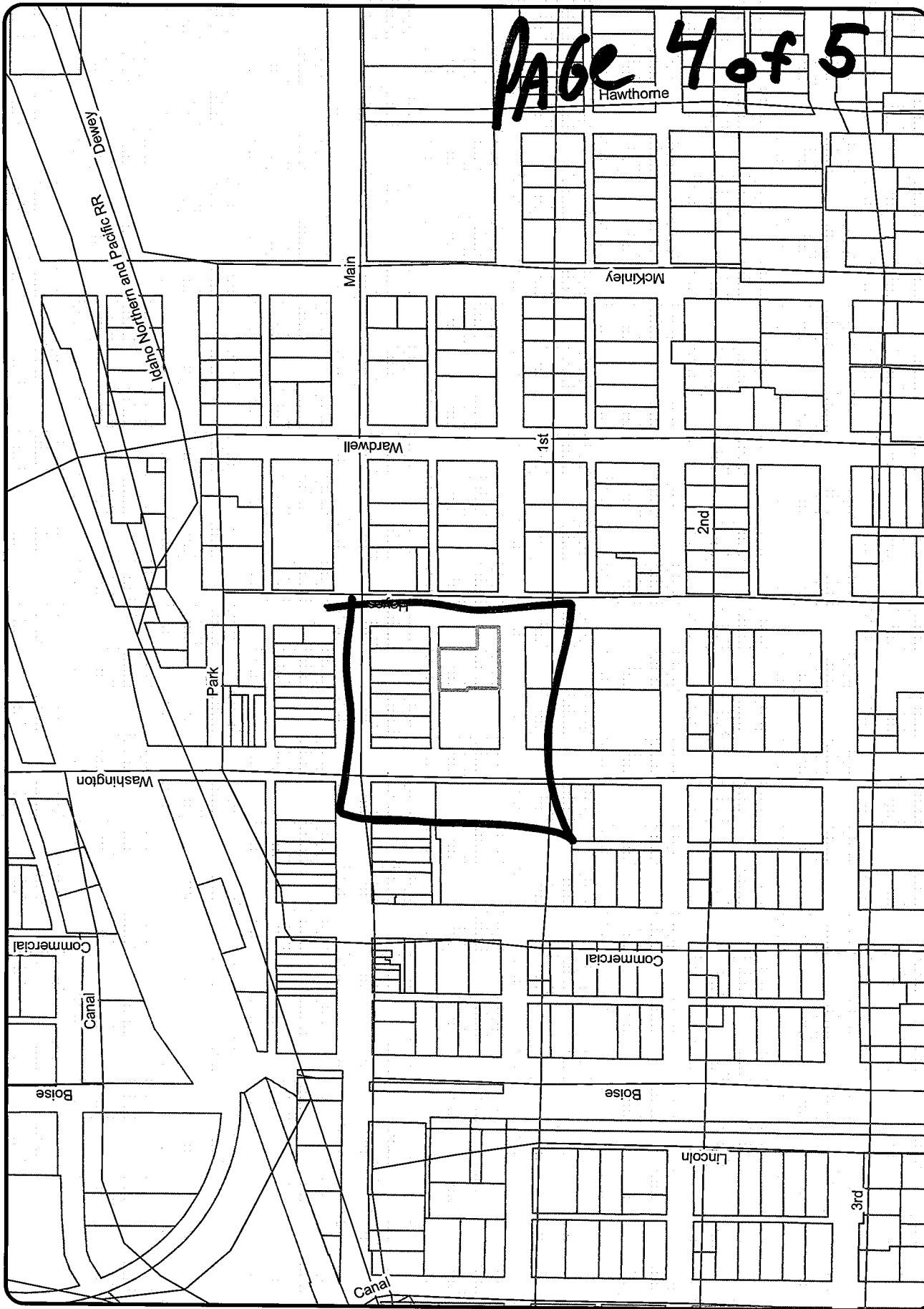
On this 13 day of October, 1987, before me, a Notary Public in and for said state, personally appeared ALVIN H. RANDALL and MARY A. RANDALL, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and who acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Edward C. Lorenz Jr.
Notary Public, State of Wisconsin,
Residing at Madison, Wisconsin
EDWARD C. LORENZ JR.
Notary Public, Dane Co., Wis.
My Commission Expires Nov. 5, 1989

EXHIBIT A

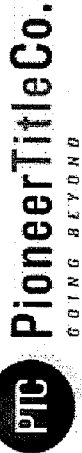
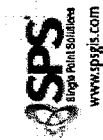
PAGE 4 of 5



This Map and data displayed is a graphic representation derived from the Ada County Geographic Information System (GIS) data. It was designed and intended for staff use only.

It is not guaranteed survey accuracy.

This map is based on information available and was compiled from numerous sources which may not be accurate. Users are to field verify this information. Ada County and Single Point Solutions, LLC are not liable for errors or omissions resulting from the use of this product for any purpose.



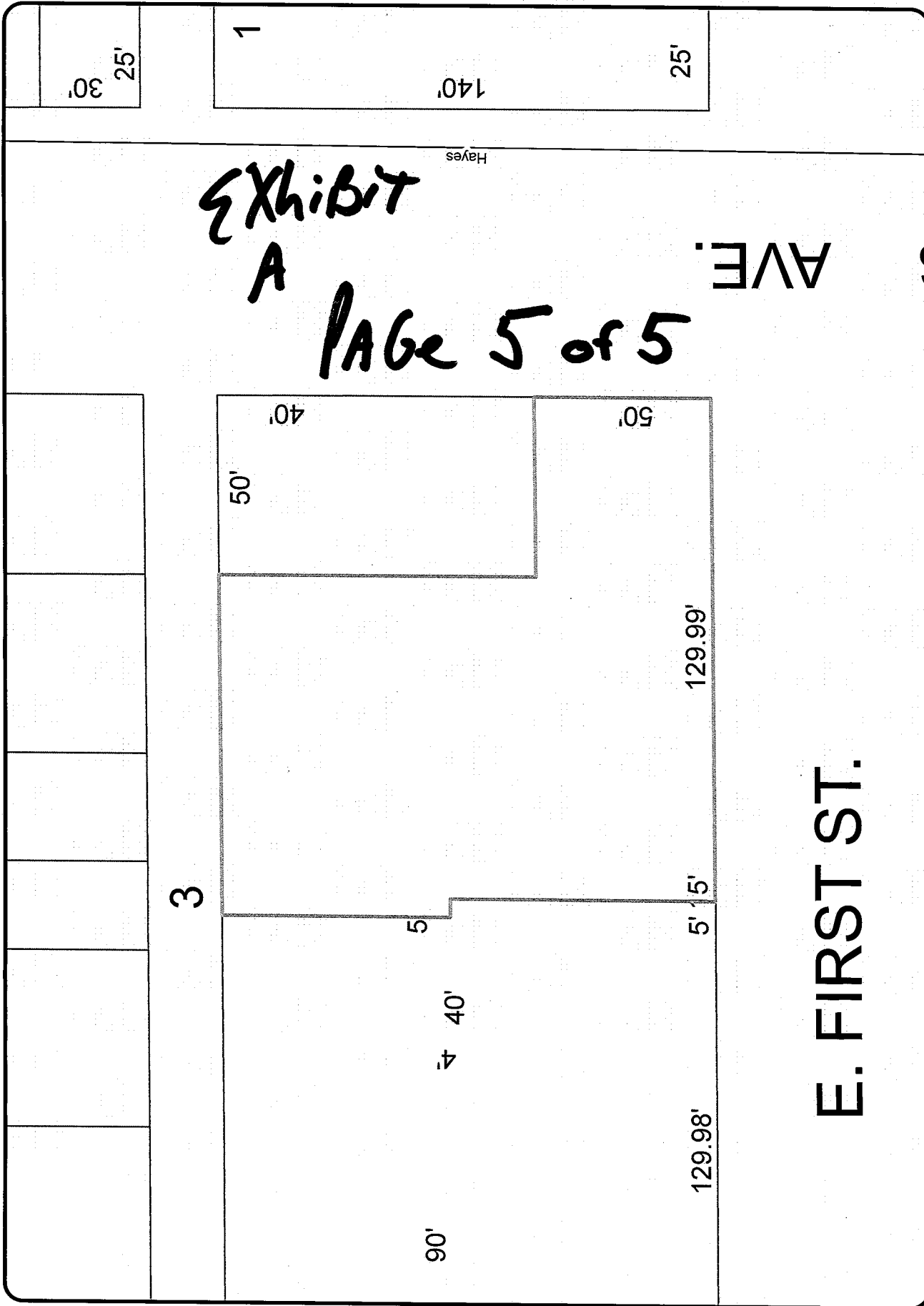


EXHIBIT
A

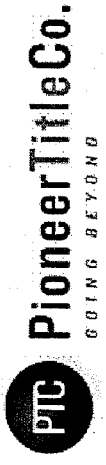
PAGE 5 of 5

AVE.

E. FIRST ST.

Hayes

This Map and data displayed is a graphic representation derived from the Ada County Geographic Information System (GIS) data. It is not guaranteed survey accuracy. This map is based on information available and was compiled from numerous sources which may not be accurate. Users are to field verify this information. Ada County and Single Point Solutions, LLC are not liable for errors or omissions resulting from the use of this product for any purpose.



HEATH AUCTION COMPANY

Eddie & Kris Heath
808 E. 3rd Street
Emmett, Idaho 83617
208-365-0019 www.heathauction.com

REAL ESTATE AUCTION AGREEMENT

It is hereby agreed between EDDIE HEATH, as Auctioneer, and THE CITY OF EMMETT, that the following Real Estate property will be sold at Public Auction, on, WEDNESDAY FEB. 27, 2019.

LOCATION: COMMERCIAL PARKING LOT LOCATED AT THE EAST BACK ENTRANCE TO ROCKY MOUNTAIN TRUE HARDWARE, EMMETT, ID. TIME: 3:00 p.m.

The Auctioneer's fee will be 5% of the purchase price, which will be paid from the 5% Buyer's Premium. Advertising to be paid by HEATH AUCTION CO. Heath Auction Company & Evans Realty will handle the placing of advertising.

Owner alleges that property is free of mortgage, or encumbered as follows:

Description of Property: Legal description attached

Additional Remarks: The Auction will be an conducted with a minimum opening bid of \$20,000.00

DATE

EDDIE HEATH, AUCTIONEER

DATE

**\$20,000.00 MINIMUM OPENING BID
COMMERCIAL PARKING LOT
REAL ESTATE AUCTION
EMMETT, ID**

**WEDNESDAY FEBRUARY 27, 2019 3:00 P.M.
TERMS & CONDITION**

LOCATION: Emmett, Idaho (As per attached legal description)

NOTE: This property is a Commercial parking lot located at the East back entrance to Rocky Mountain True Value Hardware in Emmett, Id. Great location to all Downtown Emmett services.

REAL ESTATE TERMS: Property is being sold WITH A MINIMUM OPENING BID OF \$20,000.00
The property is being Sold "AS-IS" with no warranties. 20% non-refundable Earnest Money Deposit (in the form of cash or bankable check) day of Auction. Earnest Money is non-refundable unless defect is found in the title. Out of State checks will need a bank letter of credit. A 5% buyer's premium will be applied to the successful bid price. Closing must take place within 30 days of Auction. Bidding is not conditional upon financing. Financing is buyer's responsibility & should be pre-arranged, if needed. Successful bidder will be required to enter into purchase agreement at Evans Realty in Emmett, immediately following the close of the Real Estate Auction.

CLOSING: Closing on auctioned property will take place within 30 days of the day of the Auction. Closing shall take place at the Title Company of Sellers choice in Emmett. The Title Company's escrow closing fee shall be split equally between seller & successful bidder. Possession will take place at closing in Emmett.

DEED: Seller will provide Warranty Deed

EVIDENCE OF TITLE: Seller to provide Title Insurance in the amount of the purchase price.

REAL ESTATE TAXES: The City of Emmett is exempt from taxes on this property. From date of closing, the property taxes will be successful bidder's responsibility.

0.3540 acres

LOT SIZE: As recorder in the Gem County Court House

DISCLAIMER & ABSENCE OF

WARRANTIES: All information obtained in this brochure and all related materials are subject to the terms and conditions outlined in the Offer to Purchase.

ANNOUNCEMENTS MADE BY THE AUCTION COMPANY AND THE REALTOR DURING THE TIME OF THE AUCTION WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL, OR ANY

OTHER ORAL STATEMENTS MADE. THE PROPERTY IS BEING SOLD ON AN "AS-IS" BASIS, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller of Auction Company. Each potential bidder is responsible for conducting their own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Sellers, Real Estate Agent or the Auction Company. All sketches and dimensions in this brochure are approximate. Except for any express warranties set forth in the sale documents, purchaser accepts the property "AS-IS" and purchaser assumes all risks thereof and acknowledges that in consideration of the other provisions contained in the sale documents, Seller, the Real Estate Agent and the Auctioneer make no warranty or representation, express or implied or arising by operation of law, including any warranty or merchantability or fitness for a particular purpose of the property, or any part thereof, an in no event shall Seller, the Realtor of the Auction Company be liable for any consequential damages. Conduct of the Auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller & Auction Company reserve the right to preclude any person's credentials, fitness, etc. All decisions of the Auctioneer are final.

Any announcements made the day of the auction take precedence over printed material or any other oral statements made prior to the Auction. The Auction Company reserves the right to cancel the Auction at any time before or during the Auction.

All decisions made by the Auctioneer are final.

PRINTED NAME

SIGNATURE

ADDRESS

CITY

ZIP



Pioneer Title Company of Gem County
 1500 S. Washington Ave.
 Ste. B
 Emmett, ID 83617
 (208)365-5343

File Number: 607606
 Sales Price: \$6,242.13
 Close Date: 2/25/2019
 Disbursement Date:
 Date Prepared: 2/5/2019 2:15:26 PM

BUYER(S) CLOSING STATEMENT

Type: Purchase
 Property: 719 SOUTH JOHNS AVENUE
 EMMETT, ID 83617 (GEM)
 (RP06N01W077763)
 Buyer(s): CITY OF EMMETT, AN IDAHO MUNICIPAL CORPORATION
 501 E. Main St.
 Emmett, ID 83617
 Seller(s): GEM COUNTY SENIOR/COMMUNITY CENTER, CORPORATION SUCCESSOR BY
 MERGER TO SENIOR CITIZENS INCORPORATED
 719 South Johns Avenue
 Emmett, ID 83617

Description	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Sale Price of Property		\$6,242.13	
Title Charges			
Title - Lender's Title Insurance to Pioneer Title Company of Gem County			
Title - Owner's Title Insurance to Pioneer Title Company of Gem County		\$215.00	
Title - Settlement or closing fee to Pioneer Title Company of Gem County		\$171.00	
Totals		\$6,628.13	\$0.00

Balance Due FROM Buyer: \$6,628.13

Escrow Officer: Palla Garringer
 Phone: (208)365-5343

APPROVED AND ACCEPTED

BUYER(S)
 City of Emmett

By: _____

SETTLEMENT COORDINATOR

 Palla Garringer



File No. 607606

**ACKNOWLEDGMENT AND APPROVAL OF PLAT
AND/OR RESTRICTIVE COVENANTS**

With reference to the real estate transaction closing under the above-identified file number, the undersigned acknowledges receipt from Pioneer Title Company of Gem County of a copy of the plat of the property that is the subject of said escrow, as well as a copy of the restrictive covenants that affect the property (if any are applicable). The undersigned has reviewed the same and understands how any matters or information contained therein relate to the transaction now contemplated in escrow.

Pioneer Title Company of Gem County may have furnished you with a map obtained from public records. This map is for location information only and is not a part of the commitment or policy. The parties to the escrow agree that the map may not depict the actual boundaries or dimensions of the land to be insured. The parties to this escrow hereby release Pioneer Title Company of Gem County and its underwriter, Old Republic National Title Insurance Company from any and all liability as a result of any inaccuracy in the map. Furthermore, the parties to this escrow understand that only a survey can determine the actual boundaries and dimensions of the land to be insured. If the parties elect to order a survey it will be at their expense and is outside the requirements of this escrow.

February 5, 2019

City of Emmett

By:



PioneerTitleCo.
GOING BEYOND

ESCROW INSTRUCTIONS
(Purchase)

File No.: 607606
Seller: Gem County Senior/Community Center, Corporation Successor by Merger to Senior Citizens Incorporated
Buyer: City of Emmett, an Idaho Municipal Corporation
Lender:
Property: 719 South Johns Avenue, Emmett, ID 83617
Date: February 5, 2019

To: Pioneer Title Company of Gem County (hereinafter referred to as "Pioneer Title")

Upon receipt of collected funds sufficient to close this transaction, Pioneer Title is authorized to close the above escrow and record the documents delivered to it, as well as to disburse those funds as set forth in the closing statement executed and hereby approved by the Buyer and Seller, under the following conditions.

1. **TITLE INSURANCE:** Buyer and Seller instruct Pioneer Title to close this transaction upon notification that a(n) Standard Owner's Policy in the amount of \$6,242.13 insuring Buyer, can be issued subject to customary title exceptions, restrictive covenants, easements, and title exceptions 1-12 as set forth in Title Commitment No. 607606 of which Buyer and Seller have read and hereby approve.

2. **PRORATIONS:** All prorations between Buyer and Seller shall be as of the date set forth in the closing statement. All prorations shall be based upon a 365-day year, unless the parties otherwise notify Pioneer Title of a different applicable amortization period. Calculated prorations shall be based upon the most recently available property tax, rental, and insurance information received from Seller or the deed of trust beneficiary or mortgagee. All water, utility, and other prorations not specifically set forth in the closing statement shall be prorated directly between Buyer and Seller outside of this closing. Additional recording fees and additional interest due different from that set forth in the closing statement may be deducted from the appropriate party's funds, notwithstanding the amounts set forth in that closing. **NO PRORATION OF PROPERTY TAXES**

3. **FIRE INSURANCE:** Pioneer Title shall have no obligation to cancel, transfer, or purchase fire or other insurance for the Buyer and Seller. All insurance needs of the parties shall be handled directly by the parties, outside of escrow.

4. **UTILITIES:** It is the responsibility of both buyer and seller to transfer the utilities at the time of closing.

5. **ADDITIONAL MONIES:** Pioneer Title is authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse Pioneer Title for any charges incurred by Pioneer Title in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. Pioneer Title is further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by Pioneer Title for said recording fees.

6. **PURCHASE AND SALE AGREEMENT:** Pioneer Title is bound solely by the provisions set forth in these escrow closing instructions and the parties hereto understand that Pioneer Title are not a party to any Receipt for Earnest Money and Purchase and Sale Agreement, executed by the parties herein, and that said Receipt for Earnest Money and Purchase and Sale Agreement (and Amendments thereto, if any) is/are not a part of these escrow closing instructions. Pioneer Title is to be concerned only in the performance of Pioneer Title's duties in compliance with these escrow closing instructions. Pioneer Title is to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.

7. **DISPUTES WITH PIONEER TITLE:** Pioneer Title and every other party executing this Agreement agree that all disputes, claims, and controversies involving Pioneer Title in any way, whether individual, joint, or class in nature, arising out of this agreement or otherwise, including without limitation contract and tort disputes, in which the amount in controversy is \$50,000.00 or less shall be arbitrated pursuant to the Uniform Arbitration Act, upon written request of Pioneer Title. The parties shall mutually agree upon the arbitrator who shall be a licensed attorney or retired judge. Each of the parties to the dispute shall pay a pro-rata share of the arbitrator's fee. If the parties to the dispute cannot agree upon the arbitrator, then the arbitrator shall be selected by the court of general jurisdiction in the judicial district in which the principal office of Pioneer Title is situated upon motion or petition of Pioneer Title. The award rendered by the arbitrator shall be final and non-appealable, except that judgment may be entered in any court having jurisdiction thereof enforcing the terms of the arbitrator's award. Under no circumstances shall an arbitrator award punitive or exemplary damages to any of the parties to the arbitration.

8. **DISPUTES WITH OTHERS:** If a dispute arises between the Buyer and Seller or with any third party, Pioneer Title shall have the option to await settlement of such controversy between the parties and submission of joint written instructions by them, or to institute an inter pleader action or otherwise await the entry of a court order judgment determining the parties' rights in such dispute. In the event that

you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you as escrow holder harmless from and against any and all costs, charges, damages, attorney's fees or other expense which you in good faith may incur.

9. DISBURSEMENTS: Buyer and Seller agree to pay and reimburse Pioneer Title, upon demand, any sums paid or otherwise disbursed by it in reliance upon any check, draft, or other items if they are returned or otherwise fail to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller, or their third party lender fails to present for payment any check or instrument issued by Pioneer Title Company at the request and instruction of Buyer or Seller, within ninety (90) days from the date such check was issued, then Buyer and Seller authorizes Pioneer Title Company to deduct the sum of five dollars (\$5.00) per month from such funds until the check is presented for payment. If Pioneer Title reissues any stale check, the fee charged to Pioneer Title by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer and Seller.

10. AMENDMENTS: These instructions may only be amended in writing signed by the parties to this escrow or as set forth in any written supplemental escrow instruction. Pioneer Title may return the instruments and funds delivered pursuant to these instructions if this transaction fails to close within fifteen (15) working days from the above date; however if Pioneer Title elects not to return the instruments and funds, then this transaction may proceed to close, unless Pioneer Title is otherwise notified by the parties to this escrow.

11. COPIES: Buyer and Seller authorize Pioneer Title to deliver a copy of these instructions and related documentation to Buyer's or Seller's real estate broker, salesperson, mortgagee, mortgage broker, deed of trust beneficiary, attorney or other agent upon request.

12. TRUSTEE'S RECONVEYANCE FEE: Some deeds of trust provide that no reconveyance charge shall be charged to the party legally entitled to the reconveyance while other deed of trust forms limit the dollar amount of a reconveyance fee. The undersigned nevertheless request that Pioneer Title pay the trustee's customary reconveyance fee notwithstanding any contrary agreement, restriction or limitation set forth in any deed of trust wherein a reconveyance is requested in this transaction. The undersigned knowingly and intentionally waive any restriction or limitation on the collection of a reconveyance fee set forth in the closing statement executed and hereby approved by the undersigned.

THE UNDERSIGNED ARE HEREBY NOTIFIED THAT THEY HAVE THE RIGHT TO HAVE THE DOCUMENTATION USED IN THE CLOSING AND THESE ESCROW INSTRUCTIONS REVIEWED BY AN ATTORNEY OF THE UNDERSIGNED'S CHOICE, AT THEIR EXPENSE, PRIOR TO CLOSING. ANY QUESTIONS THEY MAY HAVE WITH REGARD TO THE DOCUMENTATION SHOULD BE ADDRESSED TO ANY ATTORNEY. PIONEER TITLE CANNOT ANSWER LEGAL QUESTIONS FOR THE PARTIES.

Contact information will not be shared with any third party or entity(ies). Pioneer Title will never sell or distribute as part of our customer privacy policy, personal or public information about any client.

Buyer:

City of Emmett

By: _____

Buyer Email Address _____

Pioneer Title Company of Gem County



Palla Garringer, Escrow Officer

Seller:

Gem County Senior/Community Center, Corporation Successor
by Merger to Senior Citizens Incorporated

By: Pat A. Stewart, Chairman _____

By: Donna Gordon, Secretary/Treasurer _____

Seller Email Address _____



File No. 607606

CONDITIONS OF CLOSING

The undersigned parties acknowledge that the signing of the documents deposited in this escrow *does not* constitute closing. Closing will be completed upon recordation of the applicable documents which is contingent upon the following conditions, including but not limited to:

- (1) Receipt of certified funds from the applicable parties, which includes lender's loan proceeds by wire transfer.**
- (2) Deposit of all required documents.**

The parties further acknowledge and agree that Pioneer Title Company of Gem County will be held harmless for any additional interest, due or lost, or matters pertaining to possession of the property, in the event there is a delay in final closing due to non-satisfaction of the above conditions.

February 5, 2019

Buyer:

City of Emmett

By: _____

Seller:

Gem County Senior/Community Center,
Corporation Successor by Merger to Senior Citizens
Incorporated

By: Pat A. Stewart, Chairman

By: Donna Gordon, Secretary/Treasurer



File No. 607606

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Pioneer Title Company of Gem County.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files or from our affiliates.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

February 5, 2019

Buyer:

City of Emmett

Seller:

Gem County Senior/Community Center, Corporation
Successor by Merger to Senior Citizens Incorporated

By: _____

By: Pat A. Stewart, Chairman

By: Donna Gordon, Secretary/Treasurer



CITY OF EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd 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, January 25, 2019

Mayor Gordon Petrie
Emmett City Council

RE: "510 S. Washington Avenue request to remove tree on State of Idaho ROW SH – 52."

Mayor, City Council:

I was contacted by Connie Downs from Amazing Idaho Real Estate requesting permission to remove the rotten tree in front of their business located at 510 S. Washington Avenue.

After inspection of the tree, I agree that the tree should be remove due to major tree rot at the root base into the center of the tree core. The tree also shows signs of dead limbs shown in the photos attached.

According to Emmett City Code: **7-8-6: UNLAWFUL PRACTICES PROHIBITED FOR PUBLIC TREES:**  

It shall be unlawful for any tree care firm, city department or public utility:

- A. To top any street tree, park tree or public right of way tree. "Topping" is defined as the severe cutting back of limbs to stubs larger than three inches (3") in diameter within the tree's crown to such a degree to remove the normal canopy and disfigure the tree.
- B. To cut down, destroy, or damage any public trees without first contacting the superintendent of public works or his designee, who shall obtain permission from the city council.

I will need Emmett City Council approval to allow 510 S. Washington Avenue to remove their tree due to hazard conditions according to Emmett City Code: 7-8-6B: To cut down, destroy, or damage any public trees without first contacting the **superintendent of public works or his designee, who shall obtain permission from the city council.**



CITY OF EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd 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

I have explained that Amazing Real Estate will need to obtain an ITD – ROW Permit as their address is located on SH – 52 North Bound (S. Washington Avenue) and they will need to provide a copy of their ITD – ROW permit to City of Emmett Public Works Department for file information.

Sincerely,



City of Emmett

**Superintendent
Public Works Department**

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

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







Bruce Evans

To: 'Mayor Gordon Petrie<gpetrie@cityofemmett.org>;'; Mike Stout City Councilman (mstout@cityofemmett.org); 'Eltona Henderson (thenderson@cityofemmett.org); Steve Nebeker (snebeker@cityofemmett.org); 'Shawn Alder City Councilman'; 'Michelle Welch (mwelch@cityofemmett.org); Gary Resinkin; 'Jake Sweeten'
Cc: 'Clint Seamons<cseamons@cityofemmett.org>;'; Doricela Millan-Sotelo (dmillan-sotelo@cityofemmett.org); Steve Yates; 'Jeff Bayes (laceybayes@yahoo.com)'; Bob Thielges<bthielges@idahopower.com>;
Subject: FW: 3 - High Risk Trees that need to be removed
Attachments: Google map of 3 high risk trees that need to be removed - 1252019.pdf; Photos from Jeff Bayes regarding severe rot for 3 trees to be removed in Main City Park - 242019.pdf

Mayor, City Council:

Due to the heavy amount of rainfall last Saturday, & Sunday. In order to protect our park grounds, we've postponed the final removal of the 2 – trees in the main City Park with Jeff Bayes with Tree Maintenance until Wednesday, February 13th, 2019 weather permitting.

Attached are photos from Jeff Bayes showing the severe rot in the 2 – Silver Maples, & 1 – London Plane Trees. I will place a copy of this email along with photos as part of my report on February 12th, 2019 City Council meeting.

City of Emmett

Bruce Evans

Superintendent Public Works Department

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

From: Bruce Evans

Sent: Friday, January 25, 2019 4:33 PM

To: 'Mayor Gordon Petrie<gpetrie@cityofemmett.org>;' <gpetrie@cityofemmett.org>; Mike Stout City Councilman (mstout@cityofemmett.org) <mstout@cityofemmett.org>; 'Eltona Henderson (thenderson@cityofemmett.org)' <thenderson@cityofemmett.org>; Steve Nebeker (snebeker@cityofemmett.org) <snebeker@cityofemmett.org>; 'Shawn Alder City Councilman' <salder@cityofemmett.org>; 'Michelle Welch (mwelch@cityofemmett.org)' <mwelch@cityofemmett.org>; Gary Resinkin <gresinkin@cityofemmett.org>; 'Jake Sweeten' <jsweeten@capitolawgroup.com>

Cc: 'Clint Seamons<cseamons@cityofemmett.org>;' <cseamons@cityofemmett.org>; Doricela Millan-Sotelo (dmillan-sotelo@cityofemmett.org) <dmillan-sotelo@cityofemmett.org>; Steve Yates <syates@cityofemmett.org>; 'Jeff Bayes (laceybayes@yahoo.com)' <laceybayes@yahoo.com>; Bob Thielges<bthielges@idahopower.com>; <bthielges@idahopower.com>

Subject: 3 - High Risk Trees that need to be removed

Mayor, City Council:

Attached is a Google map showing location of 3 – High Risk trees that Public Works Department will proceed to take down and remove. 2 of the trees are Silver Maples, 1 of the Trees is a London Plane (Sycamore) after opening the document, please press the view tab at the top of the page, press rotate view clockwise and the document will be showing the park ground with the top of the page showing North.

These 3 - trees have severe rot at the trunk of the Silver Maples along with rot at the top of the main portion of the tree, the London Plane tree is over 100 feet in height and Tree Maintenance boom truck can only reach 65 feet in height. This London Plane tree has severe rot at the main forks on the tree due to the squirrels eating on the bark on all the limbs thus causing a cancer effect at the fork of the tree branches. Since these trees are considered High Risk trees, I have ordered the removal of these 3 – trees due to scheduling with Jeff Bayes and for a crane is available on **Tuesday, February 5th, 2019.**

The main reason for this e-mail is that we will need assistance from our contract arborist/tree trimmer Jeff Bayes with Tree Maintenance to come in with a crane to assist with the removal of 2 of the trees due to their location near other trees and power lines. But Jeff Bayes already has the crane scheduled for another project on February 5th, 2019 which is 1 full week prior to the City Council Meeting.

I will provide more details in my monthly report on February 12th, 2019

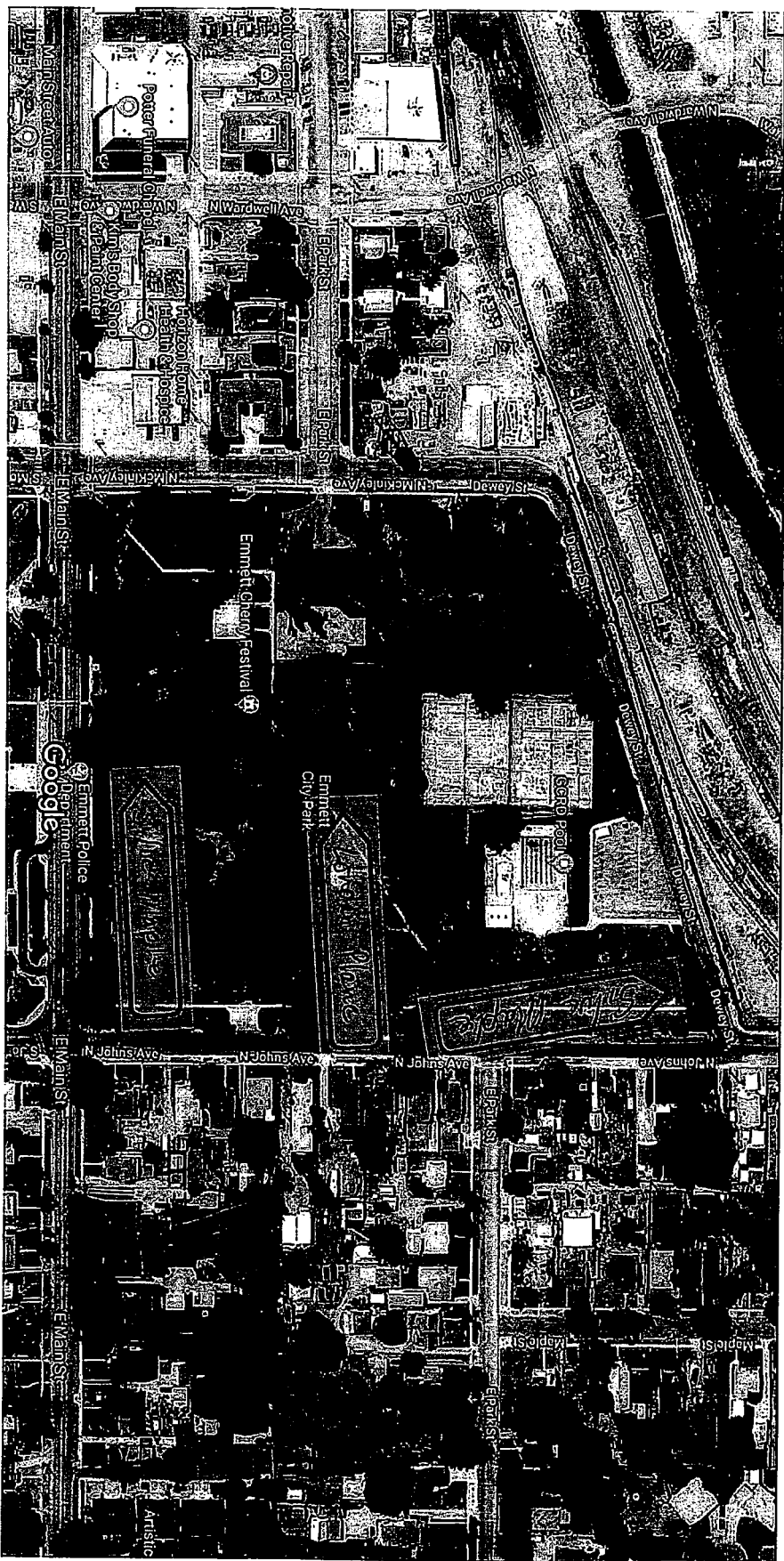
City of Emmett

Bruce Evans

**Superintendent
Public Works Department**

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

Google Maps



Imagery ©2019 Google, Map data ©2019 Google 100 ft





 POLAR
PENGUIN
3396HY®
MAJESTIC





Bruce Evans

To: 'Mayor Gordon Petrie<gpetrie@cityofemmett.org>;'; Mike Stout City Councilman (mstout@cityofemmett.org); 'Eltona Henderson (thenderson@cityofemmett.org)'; Steve Nebeker (snebeker@cityofemmett.org); 'Shawn Alder City Councilman'; 'Michelle Welch (mwelch@cityofemmett.org)'; Gary Resinkin; 'Jake Sweeten'
Cc: 'Clint Seamons<cseamons@cityofemmett.org>;'; Doricela Millan-Sotelo (dmillan-sotelo@cityofemmett.org); Steve Yates; 'Jeff Bayes (laceybayes@yahoo.com)'; Bob Thielges<bthielges@idahopower.com>;
Subject: FW: 3 - High Risk Trees that need to be removed
Attachments: Google map of 3 high risk trees that need to be removed - 1252019.pdf; Photos from Jeff Bayes regarding severe rot for 3 trees to be removed in Main City Park - 242019.pdf

Mayor, City Council:

Due to the heavy amount of rainfall last Saturday, & Sunday. In order to protect our park grounds, we've postponed the final removal of the 2 – trees in the main City Park with Jeff Bayes with Tree Maintenance until Wednesday, February 13th, 2019 weather permitting.

Attached are photos from Jeff Bayes showing the severe rot in the 2 – Silver Maples, & 1 – London Plane Trees. I will place a copy of this email along with photos as part of my report on February 12th, 2019 City Council meeting.

City of Emmett

Bruce Evans

Superintendent Public Works Department

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

From: Bruce Evans

Sent: Friday, January 25, 2019 4:33 PM

To: 'Mayor Gordon Petrie<gpetrie@cityofemmett.org>;' <gpetrie@cityofemmett.org>; Mike Stout City Councilman (mstout@cityofemmett.org) <mstout@cityofemmett.org>; 'Eltona Henderson (thenderson@cityofemmett.org)' <thenderson@cityofemmett.org>; Steve Nebeker (snebeker@cityofemmett.org) <snebeker@cityofemmett.org>; 'Shawn Alder City Councilman' <salder@cityofemmett.org>; 'Michelle Welch (mwelch@cityofemmett.org)' <mwelch@cityofemmett.org>; Gary Resinkin <gresinkin@cityofemmett.org>; 'Jake Sweeten' <jsweeten@capitolawgroup.com>

Cc: 'Clint Seamons<cseamons@cityofemmett.org>;' <cseamons@cityofemmett.org>; Doricela Millan-Sotelo (dmillan-sotelo@cityofemmett.org) <dmillan-sotelo@cityofemmett.org>; Steve Yates <syates@cityofemmett.org>; 'Jeff Bayes (laceybayes@yahoo.com)' <laceybayes@yahoo.com>; Bob Thielges<bthielges@idahopower.com>; <bthielges@idahopower.com>

Subject: 3 - High Risk Trees that need to be removed

Mayor, City Council:

Attached is a Google map showing location of 3 – High Risk trees that Public Works Department will proceed to take down and remove. 2 of the trees are Silver Maples, 1 of the Trees is a London Plane (Sycamore) after opening the document, please press the view tab at the top of the page, press rotate view clockwise and the document will be showing the park ground with the top of the page showing North.

These 3 - trees have severe rot at the trunk of the Silver Maples along with rot at the top of the main portion of the tree, the London Plane tree is over 100 feet in height and Tree Maintenance boom truck can only reach 65 feet in height. This London Plane tree has severe rot at the main forks on the tree due to the squirrels eating on the bark on all the limbs thus causing a cancer effect at the fork of the tree branches. Since these trees are considered High Risk trees, I have ordered the removal of these 3 – trees due to scheduling with Jeff Bayes and for a crane is available on **Tuesday, February 5th, 2019.**

The main reason for this e-mail is that we will need assistance from our contract arborist/tree trimmer Jeff Bayes with Tree Maintenance to come in with a crane to assist with the removal of 2 of the trees due to their location near other trees and power lines. But Jeff Bayes already has the crane scheduled for another project on February 5th, 2019 which is 1 full week prior to the City Council Meeting.

I will provide more details in my monthly report on February 12th, 2019

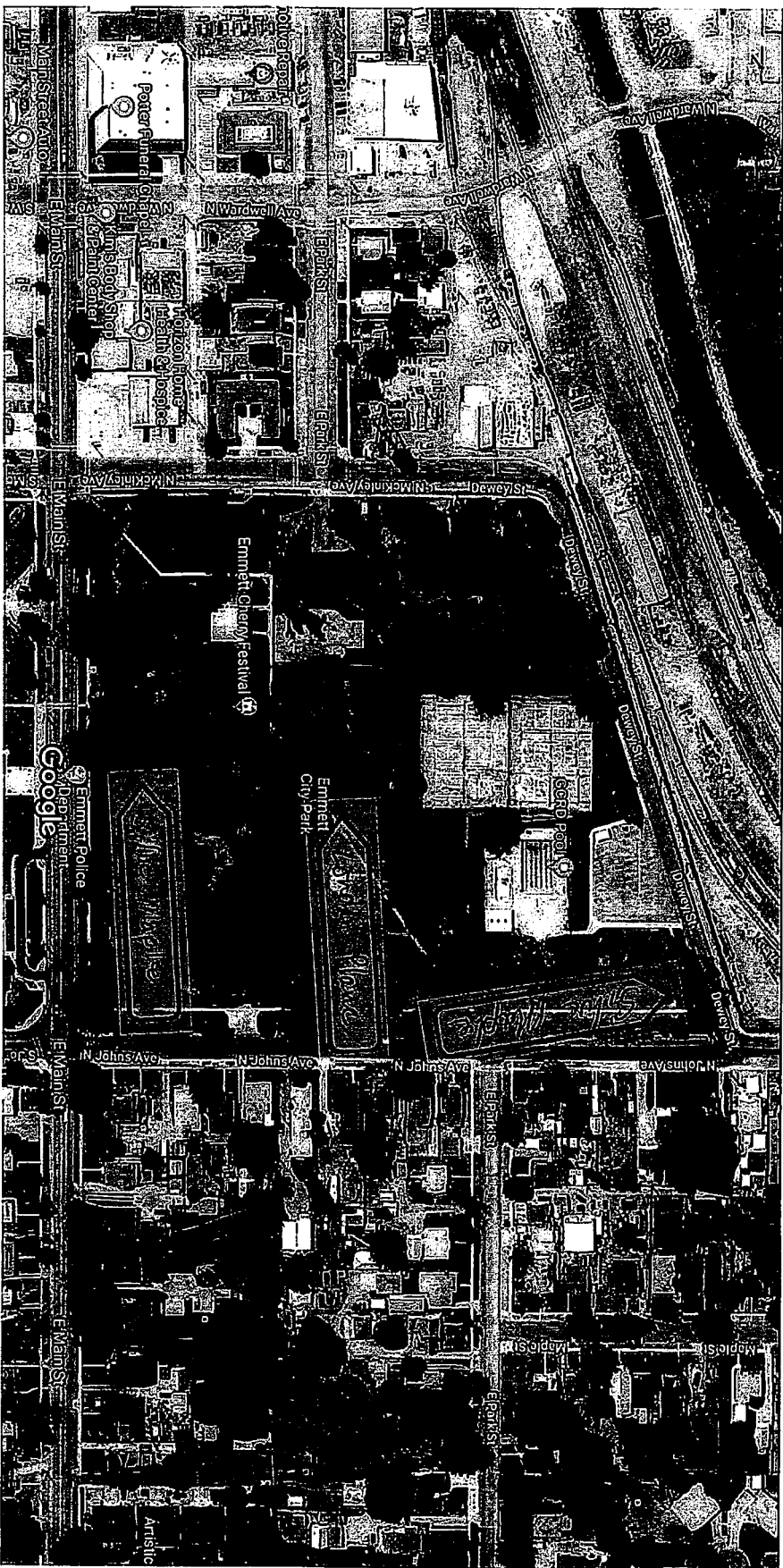
City of Emmett

Bruce Evans

**Superintendent
Public Works Department**

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

Go gle Maps



Imagery ©2019 Google, Map data ©2019 Google 100 ft.











CITY OF EMMETT
PUBLIC WORKS DEPARTMENT
601 East 3rd 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

City of Emmett
Mayor Gordon Petrie
Emmett City Council

Thursday, February 07, 2019

RE: “Approval of SUNROC Asphalt Paving Only Contract in the amount of \$51,432.00 with Mayor to Sign and Approval for City Clerk sign and submit SUNROC Online Credit application.”

Mayor, City Council:

[X] Concur with approving SUNROC Asphalt Paving Only Contract in the amount of \$51,432.00 with Mayor to sign and Approval for City Clerk sign and submit SUNROC Online Credit application.”

Attached is the SUNROC Contract as Exhibit A and summary of BIDS as Exhibit B.

I recommend the following motion: “Motion to approve SUNROC Asphalt Paving Only Contract in the amount of \$51,432.00 with Mayor to sign and Approval for City Clerk sign and submit SUNROC Online Credit application.”

Sincerely,

City of Emmett

Bruce Evans

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. Building and Planning Administrator
Doricela Millan-Sotelo, C.O.E Building and Public Works Office Manager

Bruce Evans
Telephone # 208-365-9569, Fax # 208-365-4651
E-mail: bevans@cityofemmett.org



4015 South Banner Street
 Boise, Idaho 83709 - 5511
 Phone: 362 - 4244
 Fax: 362 - 4190

Asphalt Paving Only Proposal & Contract

To: City of Emmett
 601 E 3rd St
 Emmett, ID 83617

Project: Substation Rd
 Location: Emmett, ID
 Estimate: 19ID019

Date: 01/18/19
 Name: Doricela
 Phone: (208) 365-9569
 Fax: (208) 365-4651

Email: dmillan-sotelo@cityofemmett.org

Item Number	Work Description	Estimate Quantity	Unit Description	Unit Price	Price Totals
1	CREW & EQUIPMENT MOBLIZATION	1	EA	\$ 1,200.00	\$ 1,200.00
2	3" THICK PLANTMIX PAVEMENT <i>SP3, 1/2" Aggregate mix with PG 64-34 asphalt and 0.5% heat-stable, anti-strip additive</i>	36,400	SQFT	\$ 1.38	\$ 50,232.00
Total Estimate:					\$ 51,432.00

Special Notes:

1. Access for paver and dump trucks must be provided. Sunroc Corporation cannot be held responsible for damage to existing asphalt or concrete due to new asphalt pavement construction.
2. This quote does not include surveying, monument removal and reset, traffic control, materials testing, sawcutting, sweeping, concrete collars, pavement markings, herbicide, permits and/or Davis-Bacon wage rates.
3. SWPPP, BMP's, design, permits and implementation by others.
4. Asphalt paving only, as quoted above, requires that base aggregate preparation, grading and compacting be made ready to receive asphalt by others.
5. This is an asphalt paving unit price proposal. Billing will be for actual amount of asphalt utilized/area paved. Contractor to verify quantities.
6. Weather protection of any kind to be provided by others.
7. Sunroc will absorb total disincentive/incentive payments for all plant mix pavement accepted per quality specifications.
8. Sunroc cannot be responsible for drainage or water ponding on slopes of less than 1% or where grade is dictated by surrounding area.
9. Any paving between the dates of October 1st and March 1st may be impacted by weather and/or temperature. Such impacts shall result in additional costs due to decreased production rates as a result of weather and/or temperatures.

"Due to the instability of the petroleum industry with the associated price increases, Sunroc Corporation reserves the right to adjust the pricing for the asphalt products quoted above as we receive these increases."
 In the event that asphalt becomes unavailable, Sunroc will be held harmless.
 Asphalt plant mix quoted is ISPMC SP3 1/2" or 3/4" with 64-34 performance grade oil unless otherwise specified.

*Approval of credit, notwithstanding purchaser's acceptance of this proposal, Sunroc's obligation to perform is conditional upon approval of the financial responsibility of the purchaser. Purchaser will furnish promptly, at Sunroc's request, information necessary to determine purchaser's financial responsibility and credit. If disapproved, purchaser will be notified, and unless a satisfactory arrangement for payment is made, this agreement will become null and void, without liability to either party.

"All material and work is guaranteed to be as specified. Plans and specifications are a part of this proposal. All agreements and warranties expressed or implied are only as attached in written form. Any alterations or deviations from project specifications involving extra costs, or any additional quantities, will become an additional charge over and above attached specifications.

"This contract covers only the work noted above. It does not include unforeseen problems or other work items. Sunroc Corporation is not responsible for damage, costs, or impact caused by or to any hidden or unknown items. Alterations, changes, additional work, unforeseen impacts, or deviations from these contract specifications will become an additional charge, due and payable.

"Any required sub-grade repairs, which are discovered will be charged at time and materials. Sunroc Corporation is not responsible for existing base or design problems.

"Sunroc Corp. cannot be responsible for drainage or water ponding on slopes of less than 1.0% or where grade is dictated by surrounding area. Patching can plug water drainage and can thus create ponding.

"This is a unit price contract. The contract amount is based on estimated quantities. Actual payment will be on final quantities completed.

"All agreements and/or warranties, either expressed or implied, are only in written form. This is a fully integrated contract.

"This agreement is binding upon heirs, assignors, and successors in interest.

"As a proposal, the prices quoted are good for fifteen (15) days from the date noted at the top of the proposal.

"Full payment is due and payable on completion of work. Progress payments will be made if completed in stages. Interest will be charged at 1.5% per month or 18% A.P.R. for delayed payments. All expenses Sunroc Corporation incurs in the collection of money due will be reimbursed to Sunroc Corporation including attorney and consultant fees.

"Retention not to exceed that withheld by owner. Full payment upon completion of above work.

"Price is based on nothing preventing Sunroc Corporation from full production. No standby is included in price.

SUNROC CORPORATION Public Works License: PWC-C-17452-UNLIMITED-1-4

Customer

Cole Cantrell
 208-320-2997
ccantrell@sunroc.com

Name

Signature & Date

Approximate Pave Date: _____

Retainage Amount: _____

Substation Project BIDS

1/23/2019

	Amount	Company
\$	51,432.00	SunRoc Corporation
\$	55,060.00	Central Paving Received late 1/23/2019
\$	56,420.00	Knife River
\$	69,160.00	Capital Paving Company, INC
\$	70,980.00	Idaho Materials & Construction

AIRPORT ACRONYMS WITH DEFINITIONS

Automated Weather Observing System (**AWOS**) is a fully configurable airport weather system that provides continuous, real time information and reports on airport weather conditions. **AWOS** stations are mostly operated, maintained and controlled by aviation service providers. May 2, 2018

Automated Weather Observing System (AWOS) - SKYbrary Aviation ...

[https://www.skybrary.aero/index.php/Automated_Weather_Observing_System_\(AWOS\)](https://www.skybrary.aero/index.php/Automated_Weather_Observing_System_(AWOS))

airports with control towers that **are not** operating. These **airports are** ... Part 97 addresses instrument approach procedures (**IAP**). At **airports** ... patterns by **definition would** mean aircraft in the traffic pattern landing or taking off ...

navaid

noun

nav·aid | \ 'na-, vād \

Definition of *navaid*

: a device or system (such as a radar beacon) that provides a navigator with navigational data

Lighting Systems - Runway End Identifier Lights (REIL)

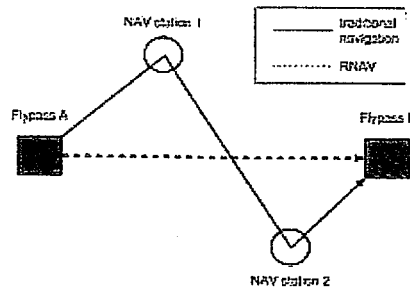


The **Runway End Identifier Lights (REIL)** system provides rapid and positive identification of the end of the runway. The system consists of two synchronized, unidirectional flashing lights. The lights are positioned on each corner of the runway landing threshold, facing the approach area and aimed at an angle of 10 to 15 degrees.

REIL is effective for identification of a runway surrounded by a preponderance of other lighting; identification of a runway which lacks contrast with surrounding terrain; and identification of a runway during reduced visibility. The REIL provides three intensity settings, and has an approximate range of three miles in daylight and twenty miles at night. The REIL can be controlled by the air traffic control tower, remotely by the pilot, by automatically sensing the electrical current through the runway edge lights, or manually from the control cabinet.

Precision approach path indicator - Wikipedia

A precision approach path indicator (**PAPI**) is a visual aid that provides guidance information to help a pilot acquire and maintain the correct approach (in the vertical plane) to an **airport** or an aerodrome. It's generally located beside the runway approximately 300 meters beyond the landing threshold of the runway.

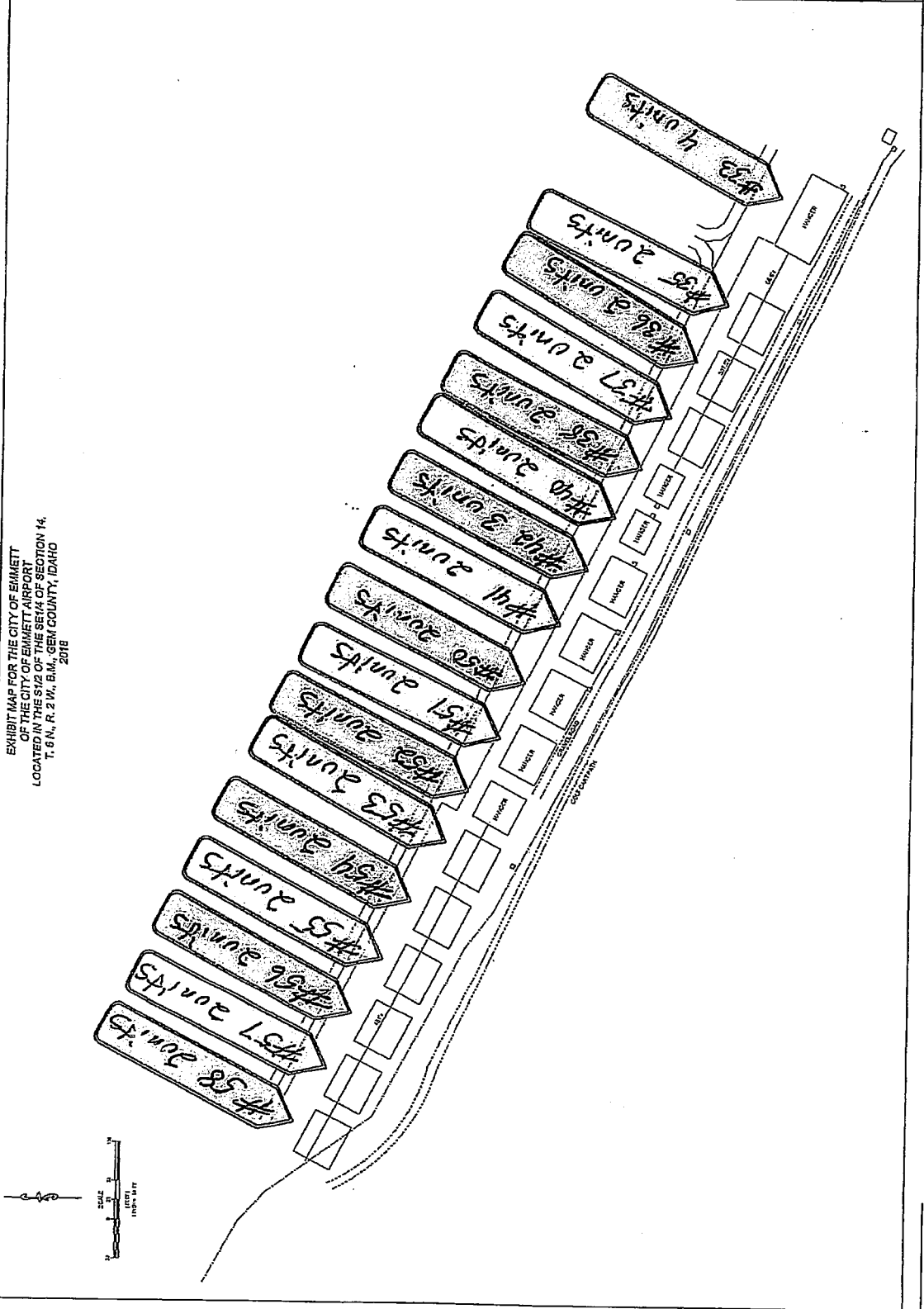


A simple diagram showing the main difference between traditional navigation and RNAV methods

Area navigation (RNAV), usually pronounced as *ar-nav* is a method of instrument flight rules (IFR) navigation that allows an aircraft to choose any course within a network of navigation beacons, rather than navigate directly to and from the beacons. This can conserve flight distance, reduce congestion, and allow flights into airports without beacons. Area navigation used to be called "random navigation", hence the acronym RNAV.^[1]

RNAV can be defined as a method of navigation that permits aircraft operation on any desired course within the coverage of station-referenced navigation signals or within the limits of a self-contained system capability, or a combination of these.

In the United States, RNAV was developed in the 1960s, and the first such routes were published in the 1970s. In January 1983, the Federal Aviation Administration revoked all RNAV routes in the contiguous United States due to findings that aircraft were using inertial navigation systems rather than the ground-based beacons, and so cost-benefit analysis was not in favor of maintaining the RNAV routes system.^[2] RNAV was reintroduced after the large-scale introduction of satellite navigation.



AIRPORT Annual Budget

AIRPORT

434000

	2016-17	2017-18	2018-19	2019-20
	Spent	Budget	Current	Annual
			Operating	Budget
			Budget	Needs
105 SALARIES-ADMINISTRATIVE	\$ -	\$ -	\$ 3,082	\$ 3,082 For Bruce 4% of total salary
210 HEALTH & ACCIDENT INSURANCE	\$ -	\$ -	\$ 500	\$ 500 For Bruce 4% of total salary
220 MEDICARE	\$ -	\$ -	\$ 45	\$ 45 For Bruce 4% of total salary
221 SOCIAL SECURITY	\$ -	\$ -	\$ 191	\$ 191 For Bruce 4% of total salary
230 PERSI	\$ -	\$ -	\$ 368	\$ 368 For Bruce 4% of total salary
260 WORKERS COMPENSATION	\$ -	\$ -	\$ 1,453	\$ 1,453 For Bruce 4% of total salary
351 GRANT EXPENDITURE	\$ -	\$ -	\$ -	\$ -
410 UTILITIES	\$ -	\$ 3,000	\$ 3,000	\$ 2,333 2018 Power bill for Runway lights
430 MAINTENANCE - EQUIPMENT	\$ 1,564	\$ 1,000	\$ 1,564	\$ 1,000 maintenance for mower tractor & snowplow truck
431 MAINTENANCE - BUILDINGS	\$ 3,103	\$ 500	\$ -	\$ 1,240 repairs to City owned hangar electrical & plumbing
431-Maintenance-Hangar Door	\$ -	\$ 10,000	\$ 25,000	\$ -
434 MAINTENANCE - PILOTS	\$ 1,335	\$ 2,000	\$ -	\$ 396 Expenses for Wings & Wheels - John Sauney & Goff's Plumbing
442 MAINTENANCE-Weed Spraying	\$ -	\$ 3,000	\$ 3,000	\$ 3,000 Spraying ground steriliant along runway & taxiway
MAINTENANCE - Snow Removal costs estimates	\$ -	\$ -	\$ -	\$ 4,320 6 times a year for 3 snowplows @ 3 hours each at \$80.00 per hour
Repairs for Rotating beacon, Runway lights, Windsocks	\$ -	\$ -	\$ -	\$ 185 Maintenance of runway & rotating beacon lights
Mowing weeds along runway	\$ -	\$ -	\$ -	\$ 780 mowing twice a year for 6 hours each @ \$65.00 per hour
520 INSURANCE-LIABILITY	\$ 298	\$ 313	\$ 313	\$ 310
901 LANDFILL SPECIAL ASSESSMENT	\$ 65	\$ -	\$ 65	\$ 65
Subtotal O & M Costs				\$ 19,268
741 CAPITAL IMPROVEMENTS	\$ -	\$ -	\$ -	\$ 49,000 20-year Master Plan
TOTAL AIRPORT	\$ 6,365	\$ 19,813	\$ 38,581	\$ 68,268
TOTAL GRANTS	\$ -	\$ -	\$ -	\$ -
TOTAL LESS GRANTS	\$ 6,365	\$ 19,813	\$ 38,581	\$ 68,268



**CITY OF EMMETT
PUBLIC WORKS DEPARTMENT**

601 East 3rd 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

City of Emmett
Mayor Gordon Petrie
Emmett City Council

Tuesday, January 15, 2019

RE: “Approval of new hanger lease agreement Ray Bolinger.”

Mayor, City Council:

[X] Concur with approving new hanger lease agreement between Ray Bolinger and the city of Emmett

Attached is the summary of hanger lease agreement as Exhibit A.

I recommend the following motion: “Motion to approve new hanger lease agreement between Ray Bolinger and the city of Emmett.”

Sincerely,

City of Emmett

Bruce Evans

**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*

LEASE AGREEMENT

Lease agreement dated _____, 2019 ("Lease"), between the City of Emmett, Idaho ("Landlord") and Ray Bolinger whose address is 13129 South Tampico Place, Idaho 83634 ("Tenant").

WITNESSETH

Landlord leases and rents to Tenant, and Tenant leases and rents from Landlord, the real property described in Exhibit A which is attached hereto and incorporated herein by reference as if set out in full ("Premises"). The Premises that Landlord is leasing to Tenant is bare ground.

The term of this Lease is for a period commencing on _____, 2019 and terminating on _____, 2039 under the following terms and conditions:

1. **RENT:** Tenant shall pay Landlord rent in advance annually. The rent will be \$50.00 more per year than the rent for two (2) tie-down spaces at the Emmett Airport. Rent will be \$350.00. Rent is due on or before January 1 of each year. The method of calculating rent may be changed and the rent increased by Landlord on the third anniversary of the date of this agreement, and every three years thereafter during the term of this lease and any renewals of this lease, by giving notice sixty (60) or more days before the rent is due.
2. **PROPERTY OF TENANT:** Tenant shall obtain property insurance on all Property of Tenant located on the Premises and hereby releases and discharges Landlord of and from any liability for damage to the Property of Tenant. "Property of Tenant" shall mean and include all personal property of Tenant including structures, equipment, furniture, and personal belongings kept or used on or installed in the Premises that are owned by and separately assessed to Tenant.
3. **WARRANTIES:** There are no warranties by Landlord. Tenant, in executing this Lease, is relying upon its own judgment, information and inspection of the Premises.
4. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the Premises at any reasonable time to examine the same and determine that Tenant is complying with the terms of this Lease.
5. **INDEMNIFICATION:** Tenant agrees to indemnify, defend and hold harmless Landlord and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Tenant, Tenant's agents, Tenant's employees, Tenant's representatives, Tenant's invitees, or any other person allowed on the Premises by Tenant.
6. **HAZARDOUS WASTE AND HAZARDOUS MATERIALS:** Tenant agrees not to store, generate, or otherwise use or bring upon the Premises, any hazardous waste as defined by Federal, State or local laws and regulations. All hazardous materials shall be stored and disposed of strictly in accordance with any State or Federal regulations. Tenant shall hold Landlord harmless from any liability associated with Tenant's use or possession of hazardous materials.

7. **USE OF PREMISES:** Tenant will construct a hangar on the Premises for aeronautical purposes, primarily to store, maintain and construct aircraft. Except for hazardous materials, non-aeronautical items may be stored in the hangar provided the items do not interfere with the aeronautical use of the hangar. Items are generally considered to interfere with the aeronautical use of the hangar when they impede the movement of aircraft in and out of the hangar, or displace the aeronautical contents of the hangar. Tenant shall, at all times, comply with all laws, regulations and ordinances associated with the use of the Premises. Tenant shall not construct any additional buildings on the Premises without first obtaining Landlord's written permission. Tenant's use of the Premises shall not be changed without the written consent of Landlord. All use and operation on the Premises shall be in strict accordance to all applicable Local, State and Federal (FAA) rules and regulations.
8. **USES NOT PERMITTED:** Tenant shall not use and Tenant shall not permit anyone else to use the Premises for any of the following purposes:
 - (a) The operation of any business without written permission from the Landlord;
 - (b) Construction of any additional buildings without Landlord's written permission;
 - (c) Aircraft construction and maintenance not in accordance with Federal Aviation Regulations;
 - (d) Any residential use;
 - (e) The storage of any refuse or trash;
 - (f) Smoking by anyone in the hangar;
 - (g) Running the aircraft engine in the hangar;
 - (h) Fueling or de-fueling the aircraft in the hangar;
9. **OPTION TO RENEW:** Tenant shall have the right to renew the Lease for a period of twenty (20) years. If Tenant desires to renew the Lease, then written notice of such renewal shall be given not sooner than one (1) year and not less than one hundred twenty (120) days prior to the termination date of this Lease.
10. **TERMINATION OF LEASE:** In the event that Landlord ceases to own or operate the airport or finds that because of Federal, State or other restrictions, it is impractical to continue the Lease, or in the event that Landlord determines in its sole discretion that it is not in Landlord's best interest to continue with the Lease, this Lease shall terminate. Landlord shall give Tenant notice of such termination 90 or more days in advance of the termination date.
11. **REPAIRS:** Tenant shall repair damages, except those caused by normal use, to the airport and Premises which are the result of Tenant's action or of any invitee of Tenant while making use of the airport or Premises. Repairs shall be completed within ninety (90) days of the date of any such damage. If Tenant cannot reasonable

repair such damage within ninety (90) days, Tenant shall give notice to Landlord of that fact and request an extension of 90 days. Such an extension shall not be unreasonably withheld.

12. **RELOCATION**: In the event that Landlord undertakes airport renovation and/or expansion or any other project which requires the use of the Premises, Tenant shall relocate its hangar to another location. Landlord shall attempt to provide a comparable location for the substituted Premises. Landlord shall give Tenant written notice one (1) year in advance of when such relocation is required. Relocation shall be at Tenant's expense.
13. **UTILITIES**: Tenant shall pay before the same are delinquent all sewer, water, gas, electricity, power and other utilities used by Tenant. Tenant shall pay all connection costs, meter installation costs and any other costs associated with utilities used by Tenant. All installations must be approved by and comply with any municipal, state or federal laws and regulations.
14. **TAXES AND ASSESSMENTS**: Tenant shall pay all personal property taxes and assessment levied against Tenant's personal property, including the hangar and any other taxes associated with the Premises, promptly before the same become delinquent.
15. **ACCESS**: Tenant shall have access to the Premises by aircraft and by automobile. Automobiles may be parked inside the hangar while Tenant's aircraft is being operated, or at a parking area off of the aircraft ramps that is so designated.
16. **LIENS**: Tenant shall not suffer or permit any liens to be filed against the Premises or any part of the Premises. If a lien is filed against the Premises, Tenant shall cause the same to be removed of record within sixty (60) days after the date of the filing of the lien. Failure to remove the lien shall be a default under this Lease, or any renewal thereof.
17. **FIRE HAZARDS**: Tenant shall comply with all applicable fire codes.
18. **WASTE PROHIBITED**: Tenant shall not commit any waste or damage to the Premises and shall not permit any waste or damage to the Premises.
19. **MAINTENANCE**: Tenant shall keep and maintain the Premises in a neat and orderly manner and shall keep the Premises free from debris, garbage, and other unsightly material. Tenant shall maintain all leased surfaces not covered by asphalt or concrete in a weed-free condition.
20. **LIABILITY INSURANCE**: Tenant shall maintain a comprehensive liability insurance policy in an amount of not less than five hundred thousand dollars (\$500,000.00) covering the Premises during the terms of this lease. The policy shall provide coverage for all acts for which Tenant is required to indemnify Landlord under Paragraph 5 of this agreement. Tenant shall have Landlord named as an additional insured and shall provide Landlord with proof of current insurance during the term of this Lease, or any renewal thereof. The policy shall provide that the insurance company shall give Landlord written notice of any proposed cancellation of the insurance 30 or more days in advance of such cancellation.

21. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease without the written consent of Landlord. Tenant may sublet the whole or any part of the Premises. Tenant shall promptly provide Landlord with the names and contact information of any sub-Tenants. If Tenant sublets, then Tenant shall remain liable to Landlord for full performance of Tenant's obligations.
22. **ATTORNEY'S FEES:** In the event an action is brought to enforce any of the terms or provisions of this Lease, or to enforce forfeiture thereof for default by either of the parties, the successful party in such action shall be entitled to recover from the losing party reasonable attorney's fees, together with such other costs as may be authorized by the court. Landlord shall be entitled to attorney's fees.
23. **SERVICE OF NOTICES:** Any notice may be served upon Landlord by certified mail, return receipt requested, to Landlord at 501 East Main Street, Emmett, ID 83617, and any notice may be served upon Tenant by certified mail, return receipt requested, to Tenant at the above address. Service of notice by certified mail shall be deemed complete upon the date of the post mark by certified mail. Either party may change the address for service of notice by written notice to the other party.
24. **CONSTRUCTION OF STRUCTURE:** Any construction approved by Landlord shall be in accordance with plans approved by Landlord. All plans and specifications shall be subject to the approval of the Landlord, the City of Emmett and the Gem County Building Inspector, the State of Idaho, and the FAA. All construction shall be at Tenant's own expense and must be according to the drawings and specifications submitted to and approved by Landlord prior to commencement of construction. Any changes must have the approval of all required approving agencies. Aesthetic design standards shall be determined by Landlord. Tenant shall comply with FAR Part 77 which requires that all such construction on an airport be coordinated with FAA using FAA Form 7460-1, "Notice of Proposed Construction or Alteration." Such forms shall be completed by the Tenant and approved by the Landlord before being submitted to the FAA. Tenant shall submit the form to the FAA unless otherwise directed by Landlord. Tenant shall provide a copy of all such forms to Landlord. The City Airport Advisory Committee with input from the Airport Manager shall approve the plans before construction is commenced. Structures shall be completed within one (1) year after construction has started.
25. **NOTICE TO AIRMEN:** Tenant shall notify the airport manager in writing when construction begins and when it ceases. The airport manager will request and cancel a NOTAM with the FAA in Boise, Idaho, for the appropriate time of construction.
26. **SALE OF HANGAR:** Tenant shall not sell the hangar without first obtaining written permission from Landlord. Landlord shall not unreasonably withhold its consent. Any sale shall be subject to the terms of this Lease.
27. **REMOVAL OF STRUCTURE:** At the termination of this Lease, Tenant shall be entitled to remove the hangar provided that the Tenant returns the Premises to the same or better condition as it existed immediately before Tenant commenced construction of the hangar. If the hangar has not been removed within 120 days after the lease expires, it shall be considered the property of Landlord and Tenant shall have no further right or interest in the hangar.

28. **DEFAULT:** In the event Tenant fails to comply with any of the terms of this Lease, Landlord shall be entitled to give Tenant written notice of such default. If Tenant has not corrected such default within ninety (90) days after the date such notice was sent, Landlord may terminate this Lease at Landlord's option.
29. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

DATED this ____ day of _____, 2019.

LANDLORD:
CITY OF EMMETT, IDAHO

TENANT:

By: _____
Mayor


By: Ray Bolinger

Attest: _____
City Clerk

STATE OF IDAHO)
) ss.
County of Gem)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared Gordon Petrie, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as the Mayor of the City of Emmett, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
County of Gem) ss.

On this 9 day of Jan, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared Ray Gerald ^{Winger}, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as the manager of _____, for said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho
Residing at Gem County
My Commission Expires 9-18-2023

Exhibit A

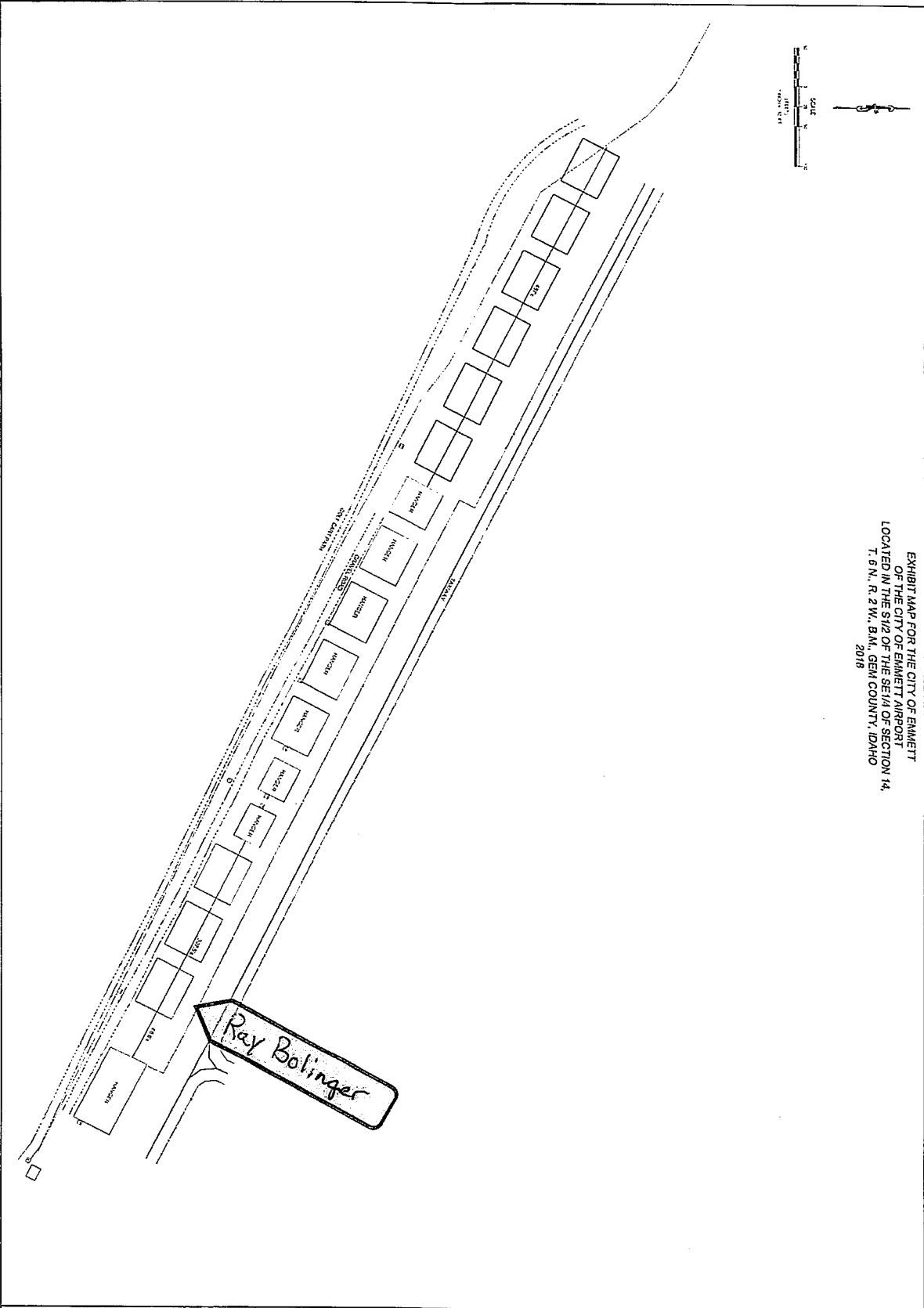


EXHIBIT MAP FOR THE CITY OF EMMETT
 OF THE CITY OF EMMETT AIRPORT
 LOCATED IN THE SE1/4 OF SECTION 14,
 T. 6 N., R. 2 W., B.M., SEM COUNTY, IDAHO
 2018

TITLE: EXHIBIT MAP FOR
 THE CITY OF EMMETT AIRPORT

DATE: 10/2018
 SHEET: 1

DRAWING # 18347-I
 PROJECT # 18347



2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 (208) 398-8104
 FAX (208) 398-8105
 WWW.SAWTOOTHLS.COM

SAWTOOTH
 LAND SURVEYORS, LLC

OWNER/DEVELOPER:
 BRUCE EVANS
 CITY OF EMMETT

REVISIONS	No.	BY	DATE	DESCRIPTION



CITY OF EMMETT
PUBLIC WORKS DEPARTMENT
601 East 3rd 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

City of Emmett
Mayor Gordon Petrie
Emmett City Council

Tuesday, January 15, 2019

RE: “Approval of new hanger lease agreement Greg and Chris Barreto.”

Mayor, City Council:

[X] Concur with approving new hanger lease agreement between Greg and Chris Barreto and the city of Emmett

Attached is the summary of hanger lease agreement as Exhibit A.

I recommend the following motion: “Motion to approve new hanger lease agreement between Greg and Chris Barreto and the city of Emmett.”

Sincerely,

City of Emmett

Bruce Evans

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

LEASE AGREEMENT

Lease agreement dated _____, 2019 ("Lease"), between the City of Emmett, Idaho ("Landlord") and Greg and Chris Barreto whose address is 62819 Lower Cove Road, Cove, Oregon 97824 ("Tenant").

WITNESSETH

Landlord leases and rents to Tenant, and Tenant leases and rents from Landlord, the real property described in Exhibit A which is attached hereto and incorporated herein by reference as if set out in full ("Premises"). The Premises that Landlord is leasing to Tenant is bare ground.

The term of this Lease is for a period commencing on _____, 2019 and terminating on _____, 2039 under the following terms and conditions:

1. **RENT:** Tenant shall pay Landlord rent in advance annually. The rent will be \$50.00 more per year than the rent for two (2) tie-down spaces at the Emmett Airport. Rent will be \$350.00. Rent is due on or before January 1 of each year. The method of calculating rent may be changed and the rent increased by Landlord on the third anniversary of the date of this agreement, and every three years thereafter during the term of this lease and any renewals of this lease, by giving notice sixty (60) or more days before the rent is due.
2. **PROPERTY OF TENANT:** Tenant shall obtain property insurance on all Property of Tenant located on the Premises and hereby releases and discharges Landlord of and from any liability for damage to the Property of Tenant. "Property of Tenant" shall mean and include all personal property of Tenant including structures, equipment, furniture, and personal belongings kept or used on or installed in the Premises that are owned by and separately assessed to Tenant.
3. **WARRANTIES:** There are no warranties by Landlord. Tenant, in executing this Lease, is relying upon its own judgment, information and inspection of the Premises.
4. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the Premises at any reasonable time to examine the same and determine that Tenant is complying with the terms of this Lease.
5. **INDEMNIFICATION:** Tenant agrees to indemnify, defend and hold harmless Landlord and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Tenant, Tenant's agents, Tenant's employees, Tenant's representatives, Tenant's invitees, or any other person allowed on the Premises by Tenant.
6. **HAZARDOUS WASTE AND HAZARDOUS MATERIALS:** Tenant agrees not to store, generate, or otherwise use or bring upon the Premises, any hazardous waste as defined by Federal, State or local laws and regulations. All hazardous materials shall be stored and disposed of strictly in accordance with any State or Federal regulations. Tenant shall hold Landlord harmless from any liability associated with Tenant's use or possession of hazardous materials.

7. **USE OF PREMISES:** Tenant will construct a hangar on the Premises for aeronautical purposes, primarily to store, maintain and construct aircraft. Except for hazardous materials, non-aeronautical items may be stored in the hangar provided the items do not interfere with the aeronautical use of the hangar. Items are generally considered to interfere with the aeronautical use of the hangar when they impede the movement of aircraft in and out of the hangar, or displace the aeronautical contents of the hangar. Tenant shall, at all times, comply with all laws, regulations and ordinances associated with the use of the Premises. Tenant shall not construct any additional buildings on the Premises without first obtaining Landlord's written permission. Tenant's use of the Premises shall not be changed without the written consent of Landlord. All use and operation on the Premises shall be in strict accordance to all applicable Local, State and Federal (FAA) rules and regulations.
8. **USES NOT PERMITTED:** Tenant shall not use and Tenant shall not permit anyone else to use the Premises for any of the following purposes:
 - (a) The operation of any business without written permission from the Landlord;
 - (b) Construction of any additional buildings without Landlord's written permission;
 - (c) Aircraft construction and maintenance not in accordance with Federal Aviation Regulations;
 - (d) Any residential use;
 - (e) The storage of any refuse or trash;
 - (f) Smoking by anyone in the hangar;
 - (g) Running the aircraft engine in the hangar;
 - (h) Fueling or de-fueling the aircraft in the hangar;
9. **OPTION TO RENEW:** Tenant shall have the right to renew the Lease for a period of twenty (20) years. If Tenant desires to renew the Lease, then written notice of such renewal shall be given not sooner than one (1) year and not less than one hundred twenty (120) days prior to the termination date of this Lease.
10. **TERMINATION OF LEASE:** In the event that Landlord ceases to own or operate the airport or finds that because of Federal, State or other restrictions, it is impractical to continue the Lease, or in the event that Landlord determines in its sole discretion that it is not in Landlord's best interest to continue with the Lease, this Lease shall terminate. Landlord shall give Tenant notice of such termination 90 or more days in advance of the termination date.
11. **REPAIRS:** Tenant shall repair damages, except those caused by normal use, to the airport and Premises which are the result of Tenant's action or of any invitee of Tenant while making use of the airport or Premises. Repairs shall be completed within ninety (90) days of the date of any such damage. If Tenant cannot reasonable

repair such damage within ninety (90) days, Tenant shall give notice to Landlord of that fact and request an extension of 90 days. Such an extension shall not be unreasonably withheld.

12. **RELOCATION**: In the event that Landlord undertakes airport renovation and/or expansion or any other project which requires the use of the Premises, Tenant shall relocate its hangar to another location. Landlord shall attempt to provide a comparable location for the substituted Premises. Landlord shall give Tenant written notice one (1) year in advance of when such relocation is required. Relocation shall be at Tenant's expense.
13. **UTILITIES**: Tenant shall pay before the same are delinquent all sewer, water, gas, electricity, power and other utilities used by Tenant. Tenant shall pay all connection costs, meter installation costs and any other costs associated with utilities used by Tenant. All installations must be approved by and comply with any municipal, state or federal laws and regulations.
14. **TAXES AND ASSESSMENTS**: Tenant shall pay all personal property taxes and assessment levied against Tenant's personal property, including the hangar and any other taxes associated with the Premises, promptly before the same become delinquent.
15. **ACCESS**: Tenant shall have access to the Premises by aircraft and by automobile. Automobiles may be parked inside the hangar while Tenant's aircraft is being operated, or at a parking area off of the aircraft ramps that is so designated.
16. **LIENS**: Tenant shall not suffer or permit any liens to be filed against the Premises or any part of the Premises. If a lien is filed against the Premises, Tenant shall cause the same to be removed of record within sixty (60) days after the date of the filing of the lien. Failure to remove the lien shall be a default under this Lease, or any renewal thereof.
17. **FIRE HAZARDS**: Tenant shall comply with all applicable fire codes.
18. **WASTE PROHIBITED**: Tenant shall not commit any waste or damage to the Premises and shall not permit any waste or damage to the Premises.
19. **MAINTENANCE**: Tenant shall keep and maintain the Premises in a neat and orderly manner and shall keep the Premises free from debris, garbage, and other unsightly material. Tenant shall maintain all leased surfaces not covered by asphalt or concrete in a weed-free condition.
20. **LIABILITY INSURANCE**: Tenant shall maintain a comprehensive liability insurance policy in an amount of not less than five hundred thousand dollars (\$500,000.00) covering the Premises during the terms of this lease. The policy shall provide coverage for all acts for which Tenant is required to indemnify Landlord under Paragraph 5 of this agreement. Tenant shall have Landlord named as an additional insured and shall provide Landlord with proof of current insurance during the term of this Lease, or any renewal thereof. The policy shall provide that the insurance company shall give Landlord written notice of any proposed cancellation of the insurance 30 or more days in advance of such cancellation.

21. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease without the written consent of Landlord. Tenant may sublet the whole or any part of the Premises. Tenant shall promptly provide Landlord with the names and contact information of any sub-Tenants. If Tenant sublets, then Tenant shall remain liable to Landlord for full performance of Tenant's obligations.
22. **ATTORNEY'S FEES:** In the event an action is brought to enforce any of the terms or provisions of this Lease, or to enforce forfeiture thereof for default by either of the parties, the successful party in such action shall be entitled to recover from the losing party reasonable attorney's fees, together with such other costs as may be authorized by the court. Landlord shall be entitled to attorney's fees.
23. **SERVICE OF NOTICES:** Any notice may be served upon Landlord by certified mail, return receipt requested, to Landlord at 501 East Main Street, Emmett, ID 83617, and any notice may be served upon Tenant by certified mail, return receipt requested, to Tenant at the above address. Service of notice by certified mail shall be deemed complete upon the date of the post mark by certified mail. Either party may change the address for service of notice by written notice to the other party.
24. **CONSTRUCTION OF STRUCTURE:** Any construction approved by Landlord shall be in accordance with plans approved by Landlord. All plans and specifications shall be subject to the approval of the Landlord, the City of Emmett and the Gem County Building Inspector, the State of Idaho, and the FAA. All construction shall be at Tenant's own expense and must be according to the drawings and specifications submitted to and approved by Landlord prior to commencement of construction. Any changes must have the approval of all required approving agencies. Aesthetic design standards shall be determined by Landlord. Tenant shall comply with FAR Part 77 which requires that all such construction on an airport be coordinated with FAA using FAA Form 7460-1, "Notice of Proposed Construction or Alteration." Such forms shall be completed by the Tenant and approved by the Landlord before being submitted to the FAA. Tenant shall submit the form to the FAA unless otherwise directed by Landlord. Tenant shall provide a copy of all such forms to Landlord. The City Airport Advisory Committee with input from the Airport Manager shall approve the plans before construction is commenced. Structures shall be completed within one (1) year after construction has started.
25. **NOTICE TO AIRMEN:** Tenant shall notify the airport manager in writing when construction begins and when it ceases. The airport manager will request and cancel a NOTAM with the FAA in Boise, Idaho, for the appropriate time of construction.
26. **SALE OF HANGAR:** Tenant shall not sell the hangar without first obtaining written permission from Landlord. Landlord shall not unreasonably withhold its consent. Any sale shall be subject to the terms of this Lease.
27. **REMOVAL OF STRUCTURE:** At the termination of this Lease, Tenant shall be entitled to remove the hangar provided that the Tenant returns the Premises to the same or better condition as it existed immediately before Tenant commenced construction of the hangar. If the hangar has not been removed within 120 days after the lease expires, it shall be considered the property of Landlord and Tenant shall have no further right or interest in the hangar.

28. **DEFAULT:** In the event Tenant fails to comply with any of the terms of this Lease, Landlord shall be entitled to give Tenant written notice of such default. If Tenant has not corrected such default within ninety (90) days after the date such notice was sent, Landlord may terminate this Lease at Landlord's option.

29. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

DATED this ____ day of _____, 2019.

LANDLORD:
CITY OF EMMETT, IDAHO

By: _____
Mayor

Attest: _____
City Clerk

TENANTS:

By: Greg Barreto
Greg Barreto

By: Chris Barreto
Chris Barreto

STATE OF IDAHO)
County of Gem) ss.

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared Gordon Petrie, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as the Mayor of the City of Emmett, Idaho.

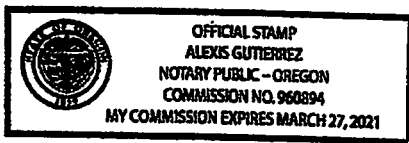
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission Expires _____

STATE OF Oregon)
County of Marion) ss.

On this 11th day of Jan., 2019, before me, the undersigned, a Notary Public for Oregon, personally appeared Greg Barreto, known to me to be the person whose name is subscribed to the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

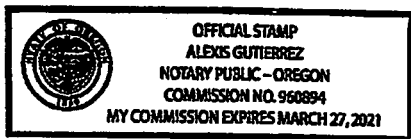


Notary Public for Oregon
Residing at Marion
My Commission Expires 3-27-21

STATE OF Oregon)
County of Marion) ss.

On this 11th day of Jan., 2019, before me, the undersigned, a Notary Public for Oregon, personally appeared Chris Barreto, known to me to be the person whose name is subscribed to the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Oregon
Residing at Marion
My Commission Expires 3-27-21

Exhibit A

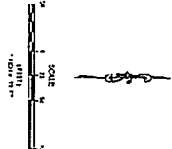
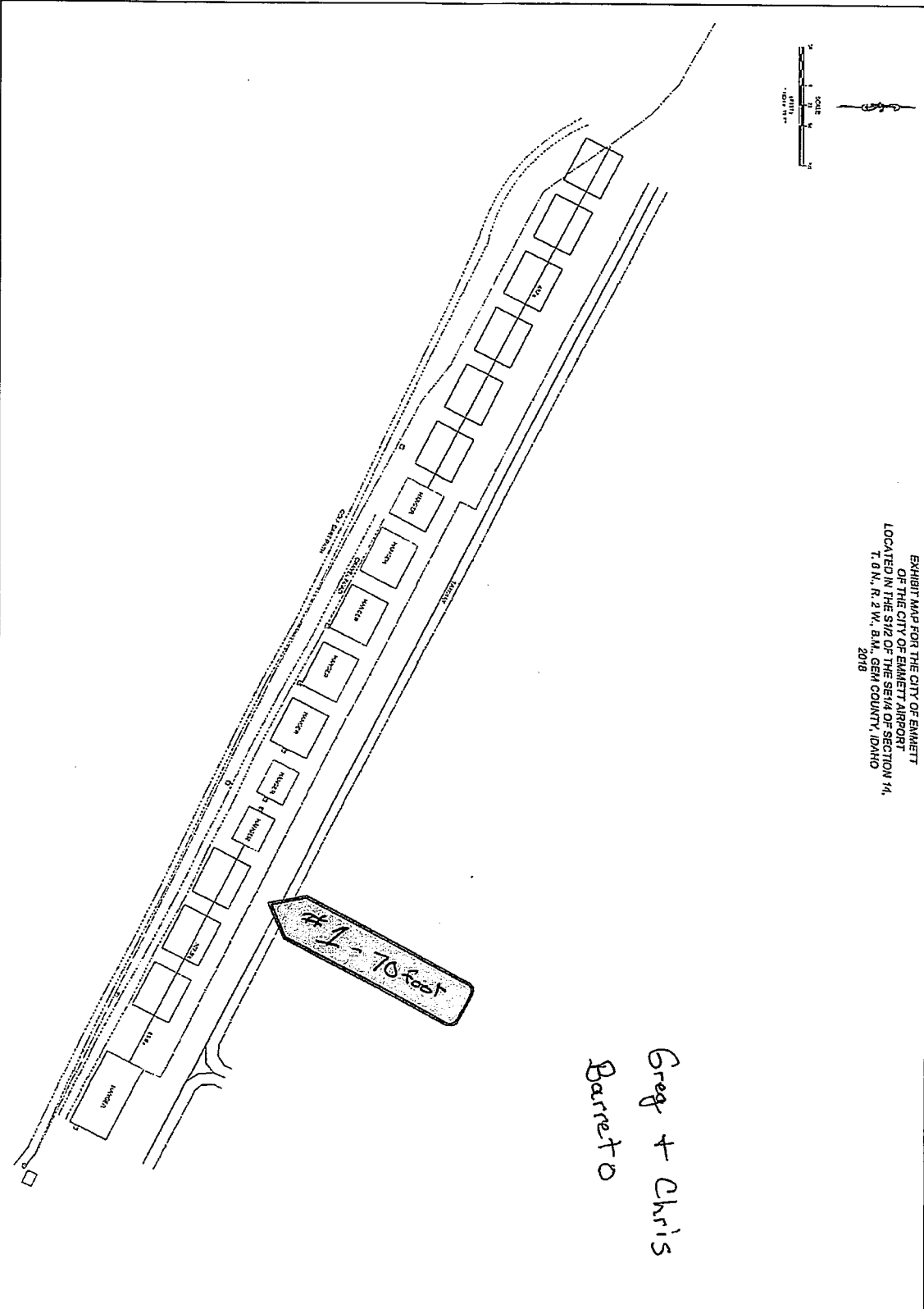


EXHIBIT MAP FOR THE CITY OF EMMETT
 OF THE CITY OF EMMETT AIRPORT
 LOCATED IN THE SW/4 OF SECTION 14,
 T. 8 N., R. 2 W., B.M., SEMI COUNTY, IDAHO
 2018

Greg + Chris
 Barreto

TITLE: EXHIBIT MAP FOR
 THE CITY OF EMMETT AIRPORT

DATE: 10/2018
 DESIGNER: [blank]
 CHECKER: [blank]
 DRAWING # 10347-T
 SHEET # 1 OF 1



2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 (208) 392-8104
 FAX (208) 399-8105
 WWW.SAYTOOTHLS.COM

SAYTOOTH
 Lead Designers

OWNER/DEVELOPER:
 BRUCE EVANS
 CITY OF EMMETT

No.	BY	DATE	DESCRIPTION

The Emmett City Zoning Commission held a regular meeting on January 7th, 2019 at 6:00 p.m. at 501 E. Main Street, Emmett, Idaho.

Commissioners present: Don Mackey, Bill Slabaugh, Kim Butler, Mick Vahlberg.

Staff present: Counselor Jake Sweeten, Zoning Administrator/Building Official Brian Sullivan and Recording Clerk Mary Lake.

Public present: Jill Mackey – 2112 Feltham Peak Drive

Commissioner Slabaugh called the meeting to order at 6:01 p.m.

Public Hearing:

Commissioner Slabaugh led the Pledge of Allegiance.

Review of Agenda:

Commissioner Vahlberg made a motion to approve the Agenda. Commissioner Mackey seconded the motion. **Motion Carried.**

Approval of Minutes:

Commissioner Mackey made a motion to approve the December 3rd, 2018 **Minutes.** Commissioner Vahlberg seconded the motion. **Motion Carried.**

Election of Officers:

Commissioner Mackey nominated Bill Slabaugh as Chairman. Any other nominations? Commissioner Vahlberg **made a motion to cease the nominations.** Commissioner Mackey seconded the motion. **Motion Carried.** All in favor to elect **Bill Slabaugh as Chairman? AYES – 4 / NOES – 0 Motion Carried**

Commissioner Mackey nominated Mick Vahlberg as Vice Chairman. Any other nominations? Commissioner Mackey **made a motion to cease the nominations.** Commissioner Butler seconded the motion. **Motion Carried.** All in favor to elect **Mick Vahlberg as Vice Chairman? AYES – 4 / NOES – 0 Motion Carried**

Items from the Public:

Unfinished Business:

Items from the Commission:

Chairman Slabaugh: I have one thing related to the seminar we went to at the attorney's last time. When a written comment comes in too late, it misses the deadline, then it's dead in the water.

City Attorney: I tend to take that as commissions discretion. I think the purpose of having a public hearing, weather they come in and give verbal comments or written

comments is to get the input. You could say no to accept it, but I would leave it to your discretion.

Chairman Slabaugh: I think it is best to hear all comments.

Items from the Building Official/ Zoning Administrator:

Building Official/ Zoning Administrator: The only thing I have is when you are talking in a hearing or any time, please pull your mics down. There were several times, while doing the minutes, where Mary could not hear what you were saying. So please make sure you speak into your mic. It's huge to be able to get accurate minutes and see what is going on.

Next Regular Meeting – February 4, 2019

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

Meeting adjourned at 6:08 p.m.

Chairman Bill Slabaugh

Acting Secretary

The Emmett City Zoning Commission held a regular meeting on December 3rd, 2018 at 6:00 p.m. at 501 E. Main Street, Emmett, Idaho.

Commissioners present: Jeff Chapman, Bill Slabaugh, Gwen Earls, Kim Butler

Staff present: Building Official/Zoning Administrator Brian Sullivan, City Attorney Jake Sweeten, Recording Clerk Doricela Millan-Sotelo, Clerical Assistant Mary Lake

Public present: Morgyn and Dillon Rogers - 811 E 5th St, Emmett, Gary Koontz - 458 Old Maple Drive, Emmett, Jean Nutile - 628 S. DeClark, Emmett, Marion Henderson - 612 S Declark, Emmett, Marilyn Tucker – 557 Meadow Drive, Emmett, Karole Foruria – 638 Meadow Drive, Emmett, Mark Hoburg - 721 E 4th Street, Emmett, Michael Hughes – 1008 E Main Street, Emmett, Aaron Millan – 725 W 4th Street, Emmett, Kaylynn, Carmie, and Mariah Molyneaux 8352 Florence Ave, Emmett, Joyce Benscoter - 905 E 5th Street, Emmett, Brian and Jennifer Potts – 1007 E 3rd St, Emmett, Gary Thompson - 2303 Mountain View Drive, Emmett, Harry and Marsha Granger - 850 S Moffat, Emmett, Bob and Relda Teeter - 522 W. Idaho Boulevard, Emmett, Anthony and Gail Walker – 2295 Tanglewood Lane, Emmett, Phil Chaney – 10338 Bill Burns Rd, Emmett, Craig McCullough – 1310 Shady Lane, Emmett, James and Patricia Toles - 904 E 5th Street, Emmett, William Hopwood – 2225 Cherry Lane, Emmett, Tony Patterson – 400 E South Slope RD, Emmett, Paul and Kathleen Derig - 1518 E South Slope Road, Emmett, Lois Buck – 508 Meadow Drive, Emmett, Jeremiah Campos – 3247 Wilson Lane, Emmett, Paul and Marjorie Storm – 3702 Mill RD, Emmett, Gordon and Laurie Kissner – 1255 Gamage Lane, Emmett, Lyle Thompson - 2303 Mountain View Drive, Emmett, Earl DeFur – 1555 N South Slope RD, Emmett, Bryan Griggs - 334 W. HWY 52, Emmett, Jason Hill – 837 Tyler RD, Emmett, Janet Murphy - 908 E. 4th street, Emmett, Nathan Capen - 720 E. 5th Street, Emmett

Chairman Slabaugh called the meeting to order at 6:05 p.m.

Public Hearings:

Special Use Permit – SUP#18-004 – 921 E. 4th St, Calvary Church, Calvary Christian Academy, Calvary Chapel Daycare and Learning Center

Zoning Administrator gave an overview of the application for Calvary Chapel SUP #18-004 including staff finding and analysis.

Chairman Slabaugh asks if there are any questions for Mr. Sullivan. None at this time.

Pastor Michael Hughes: Thank you everyone for coming. I just wanted to say that we are excited to be a part of the city of Emmett. We looked through the packet and understand our request not to have access to 5th street. We figured we would ask for it but it does not bother us that we are not going to have access to 5th street. That is fine

to remove that from our plan. We can make adjustments to that and submit those to the city if that's what you decide. It makes total sense that a street would dead end into a parking lot. So we do not want to cause problems there or a danger to anybody by doing that. Also I just wanted to say there were a few letters that were written to us from the community; two of them were concerned about the 5th street access and another one was concerned about drainage on our property. We are going to have it engineered of course according to city specs so that everything will drain into our own property so there won't be any danger of excess drainage to other people's yards or anything like that. Everything should be drained into the drains that we create on the property out of the parking lot and whatever else that we need to do that. And we will have engineers do that. Also, there was a question about fencing. Those are things of course that we are going to abide by. Whatever the city wants us to do as far as fencing and around the property if that is required. So I don't think there is any concern there. And the question about access to irrigation water -- we are going to be very careful to make sure that we are working with all the neighbors to make sure we are not blocking anyone's access to irrigation. We will make sure that the neighbors will have access to what they have had access too, so no problems there. But it's an exciting thing to be in the city, to have a lot of neighbors. Which it seems like we have some here today and some people from the church. We are hoping that we are a good neighbor. We haven't had any complaints from our current neighbors. It's a good place to take your kids and your family. And people use our current facility and playgrounds there. We want to make it accessible to the public on non-school hours. We allow people to come play. And we want it to be safe for everybody. Of course during school hours we do lock those things down just because we don't want unapproved people on the grounds. During non-school hours we will open those gates and let the public in to play freely and things like that. We are just a church that loves the community and we want to be a benefit to the community. We try everything we can to be a part of what the community is doing and participate in community events as well as try to improve our community through different programs and things we do. We hope that we'll be good neighbors and that we can be a benefit to all those around us and bring up property values. I've heard, you know I don't know studies, but I've heard that having a school and a church in your neighborhood can bring up your property value. And certainly that's true if somebody wants to enroll their children and or attend a church that's close by. That's all I have to say.

Chairman Slabaugh: Any questions for pastor?

Zoning Administrator: I received a letter today at 2:44 exactly, it was faxed to us. We found it on our fax machine just scrolling through. I have been advised by counsel that I need to read this letter into the minutes.

City Attorney: Probably Brian, why don't you read it when we have the appropriate public presentation whether it is for or against.

Zoning Administrator: Okay

Chairman Slaubaugh: Whichever category it fits. Okay, we'll open it up to members of the public and like I said please come to the microphone and state your name and address first and speak clearly into the microphone and we will give you three minutes for each person to talk. So first of all we will have those who are in favor of the application, if you would like to speak in favor of it, please come forward and speak.

IN FAVOR-

Joyce Benscoter: My name is Joyce Benscoter, 905 E 5th Street, adjacent property to Calvary chapel is looking to building. I'm very pleased to hear that 5th is not going thru. With that being said, I think this would be a great addition to that area. And it does provide access for kids. I am a little bit biased in that regard beings that I am a teacher of thirty-nine years. So I don't see that children being an issue. They do have set hours. So, with that being said, that would be an addition that would be quite welcome.

Jean Nutile: I'm Jean Nutile at 628 S. DeClark. I am basically in favor of this. My cats are not pleased at all but they will adjust. It's their hunting ground. My one concern, I don't know if this is a question or concern, deals with lighting. This area is surrounded by residential properties and I'm a great proponent of dark skies. I understand that they are going to have to have light but I don't want it to be so blaring that it will come into our windows and everything. I would like some assurance that the lighting, though necessary is not going to be really intrusive. And I think as far as this is a better use I believe than a subdivision with two story boxy houses all over, that blocks all of our views. In that regard I am for it. I am glad they are not using the 5th street access. And my cats will adjust.

Gary Koontz: Hi, my name is Gary Koontz. I live at 458 Old Maple Dr. I wanted to say that I believe that there are benefits to having the church there and the school. What I would site is a study done and published by the Huffington Post in December 4th, 2013. That said as church attendance rises crimes fall. The Ameripedia also released a study that said there was a six percent reduction in delinquency if there was more church attendance. Now, also, saving money that way, the churches do outreach. That saves money for general relief and they do counseling. Which is good for the community. So I believe there are tangible many reasons that the church is a benefit to community. So, that is one of the many reasons I think it would be a good idea, you know, and to promote that property into being made into a church.

Morgyn Rogers: My name is Morgyn Rogers and I live at 811 E 5th. I just wanted to say that I am all for the church coming into that property, but I am very excited that we won't have access to 5th. That was my only thing.

Patricia Toles: My name is Patricia Toles I live with my husband at 904 E 5th Street. We are probably the closest in proximity to our new neighbors. And on 5th street we were concerned that the street was going to open. That has been settled for us and we are actually pretty happy about that because of the traffic. We are just moved in there September and we were looking forward to the peace and quiet but having the church next door to us I am very much in favor of. As a matter of fact, I may come see you and we will welcome our new neighbors. I am in favor of this. Thank you.

Relda Teeter: Hi my name is Relda Teeter, I live at 522 W. Idaho Boulevard. I am a current neighbor of Calvary chapel. We have been here eleven years. The first person we met was Pastor Mike Hughes. He was looking in our window as we were sitting and having lunch and I went oh, maybe that's our new neighbors. He was on the other side of our fence looking at the house and it was very cute. Him and his wife and his little boy that's now a big boy. We have been here only eleven years. We have seen this church grow, the school come in, the daycare come in, and the church just grow and grow and grow. It's very exciting for us, we do go to Calvary Chapel. There has not been noise or if they cut the trees up a little high, I did get used to that. They used to block the church off but now they don't and it's still okay. Anyway, I am very, very excited about this.

Lyle Thompson: My name is Lyle Thompson and I live at 2303 Mountain View Dr. I am the athletic director for Calvary Christian Academy. I just wanted to say I am excited about the possibility about having another gym in our community because I don't know if you guys have ever tried to look for gym here. It is impossible to find. And also our sports field will be nice to have an extra practice area for the rugby. I know that one of my friends is a rugby coach and he was super excited because there is only one rugby field in Emmett. There is a boys and a girls team and so it makes practice hard, games hard, things like that. So just from an athletic point of view I am excited to have more facilities in this community to use.

Nathan Capen: Hi there I am Nathan Capen and I live at 720 E 5th Street. I'm also the family pastor up at the Nazarene church here in town. Hearing all of my neighbors concern was only about opening up 5th street and so the whole purpose being here tonight was to speak on that behalf. And figuring that that's not going to be happening we are all okay. So we are excited for it. My wife is a teacher and we are really looking forward to just seeing what this is going to do for our community opening it up and Just the way that having a church in your area they reach out, they go and touch the community. I am exciting for seeing how the students are going to interact with our area there. So, excited for it and all for it. Thank you.

Paul Derig: Thank you. I am Paul Derig, I live at 1518 E. South Slope Road. Being in the county I feel a little bit out of place but I would certainly advocate for the church and the location. My main purpose is as president of Last Chance Ditch Company Board

and we also maintain and control the Cook Daily lateral which is a pipe line that runs down 4th street. So, from that aspect there should be adequate irrigation and I don't know the plan but if it is a pressurized system that's put in on that piece of property there will be very little runoff. Those are things to consider but certainly I feel it's a boom for the city of Emmett. We are all for it. Thank you!

Chairman Slabaugh: They will have to design everything according to the standards of the ditch company's approval and all of that.

Janet Murphy: Hello my name is Janet Murphy and me and my family live at 908 E 4th street. We are right across from the property. We are for it for one of the main reasons is that property has been vacant and an eye sore for a really long time so it would be nice to have something done with it. Thank you.

Chairman Slabaugh: Would anyone else like to speak in favor of the application? Okay, anyone would like to speak against it, you're opposed to it, and we would love to hear from you as well.

Mark Hoburg: My name is Mark Hoburg I live at 721 E 4th Street. I am opposed to any development that would create additional traffic on 4th street until some provisions are made to put a second access into the Monte Vista Mobile Trailer Park off of 7th street.

Harry Granger: Harry Granger 850 S Moffat. I am not opposed to their plan; I am opposed to a part of the design. The access that you are talking about onto 7th and Moffatt, I went out and measured the surface of the street Sunday all up and down there. Your paved surface there on 7th street is 15 feet. I owned the property a long time ago. I proposed a subdivision in there. One of the main reasons it was denied, well not really denied, it just ended the whole thing between the city and I, is that access. The access hasn't changed, with the design that is there, if you approve this I would like to see some sort of moratorium on that access until Moffatt or 7th street are widened out to be adequate. Our subdivision streets in the city of Emmett are paved surface of 36 feet. That's twice what is there. And it's more than just power poles that are out into the right of way. We got all kinds of things down there. Take a drive down there before you make a decision if you haven't already. So like I said the church itself, it's an R-1 situation so it's no big deal. But you really need to look at access on there. I notice you don't like access of 5th street dead ending in there, if you look at that plan you've got an access that makes Moffatt Street, actually S. Moffatt running from 4th street to 12th street, so that is if you are going to make a drive way through there, it needs to somehow control that it is a driveway or if it is going to be a city street. Because that is what you have going on that map you've got access completely thru there and is totally inadequate with that type of traffic. How many cars did you say this parking lot is for? 224. The only time we have 224 cars, we don't have half that many, is when we shut down Johns for

maintenance and they all hit 7th street and it's absolutely ridiculous most days but anyway, we live with it. Anyway, consider that in your consideration please.

Chairman Slabaugh: Anybody else in opposition or concerns that haven't been raised yet. We would love to hear those right now as well. Anything that you think, any issues that haven't been considered?

Jean Nutile: If there is going to be a fence is it going to be a great big high fence, I don't know if there is a certain height because we do have a view now and I would personally would still like a view it's not going to be like a big 10 foot fence right? At the end of my property.

Chairman Slabaugh: I will have Mr. Sullivan respond to that. And a couple of other things in a moment here. Anybody else?

Zoning Administrator: I will come up and read my letter now. I think it is appropriate. Okay, we received this letter again today at 2:44. Our cutoff date was last week for the written letters to go into the packet so it did not make that. So this in reference to the special use permit for Calvary Christian Academy at 921 E 7th street. The letter is from Robert Meyer at 816 S. Moffatt Avenue, Emmett, Idaho. Attention City of Emmett Zoning Department: In regard to special use permit Calvary chapel at the 921 E 4th street location I am totally against issuing that permit. The chapel says it is for what, I can't read the word, to then locating their school to said location. I object to this project due to the increased traffic flow that will occur from exiting the south end of 921 E 4th street onto E 7th Street and Moffatt Ave. E. 7th Street and Moffatt Ave. converge into dead end into each other. Note E. 7th street and Moffatt Ave. roads are so narrow and have electric power poles in both roads. Two vehicles cannot pass unless one vehicle pulls to the right side of the road until the other vehicle passes by them. The one vehicle can then continue traveling on. I also object to the chapel obtaining utilities from E. 7th street and Moffatt Avenue. I suggest the utilities come from E 4th street so that I will not be blocked in or out of my house. And again, any traffic exiting out of the south end of that lot will cause traffic jams at Johns Avenue and E. 7th street, also E. 12th street and Moffatt Avenue waiting to make turns onto those streets. And then if you have any questions call and he has his phone number here.

Chairman Slabaugh: While you are up here would you address a couple things that have come up, one related to the lighting and the other related to the fencing. Could you talk about our dark sky ordinance?

Zoning Administrator: So, the lighting, we do have a dark sky ordinance in place for the city of Emmett. So, when they submit plans, I will review the plans to make sure they are in compliance with our dark sky ordinance which requires all lighting to be down cast. So its not lighting up the night sky. They are called cutoff shields on the

lights to reflect all the lighting down towards the ground. So we will be covered on the light pollution in that way. And the other one, there was a concern about the fencing. We do have a landscape ordinance with the city of Emmett. So two incompatible land uses have to be buffered from each other. So we can make a landscape buffer of either vegetation to provide that barrier or we can do up to a six foot high wood or vinyl fence to give that separation of the two separate properties. So either direction we go, the landscape buffer does say within three years has to grown within mature height to give that buffer between the two land uses.

Chairman Slabaugh: Isn't it also the dark skies ordinance, the lighting has to be directional so it doesn't go on neighbors properties?

Zoning Administrator: Yes, it is down cast lighting. I called it downcast lighting, but it is ninety degree and one hundred- and eighty-degree cutoff shields is what they are called on the lights that down cast away from neighboring properties.

Chairman Slabaugh: Any other questions for Mr. Sullivan?

Commissioner Chapman: Has there been a recent traffic study done on Johns or Johns and 4th?

Zoning Administrator: There could have been on John's, but I don't have that. We are doing that S. John's widening project so there probably was a traffic study with that project that was through ITD. I do not have that.

Commissioner Earls: I have a question, I see on the map the 4th street, however, I would like a better explanation of where the entrances are proposed right now. I guess I'm just not seeing it on the map. Is that 7th street? Where the thru street ends, where does that dead end into?

Zoning Administrator: Are you talking about on the south side of the property? That goes right onto the intersection east 7th street goes down this way and then turns into Moffatt. That goes right at that intersection is where makes that turn where it would access 7th and Moffatt right at that intersection. That was in intersection that was approved for cherry grove subdivision. It was the same access point there for that subdivision. So they are using the same point.

Commissioner Earls: So there is an entrance on 4th street.

Zoning Administrator: Two on 4th and that one is proposed, if you go through with it, down on 7th and Moffatt.

Commissioner Earls: Thank you.

Chairman Slabaugh: Any other questions for Mr. Sullivan?

Zoning Administrator: I will touch also on irrigation, we do have a letter in here from Last Chance which I do believe you have all read. Does state that engineered irrigation system has to be completed. So we will be covered by the irrigation side.

Chairman Slabaugh: I don't want to cut anybody off, if you have anything to say that's a concern or that you are not in favor for the application, please speak now. Thank you. Is there a motion to close the public hearing?

Commissioner Earls: Chairman,

City Attorney: Just a reminder, now is the time to get all the information you feel like you need to make a decision. Once we close the public hearing no new information can come in. you can't get anymore question from the public or ask for additional outside information. Once the public hearing is closed its just the information that was presented in your packet and information that the public expressed to you tonight. Otherwise we would have to notice up a new public hearing and reopen it. That is my only advice just make sure you are one hundred percent absolutely sure you are ready. You have all the information you need and ready to close the public hearing.

Chairman Slabaugh: Pastor Hughes, do you have something to say? Please step up to the microphone.

Pastor Michael Hughes: So one thing that I wanted to say about the 7th and Moffatt street. Our building is going to be facing 4th street. Our main entrances will be on 4th street. We don't anticipate much traffic on 7th and Moffatt. Our parking lots will be on the 4th street side. And so 7th and Moffatt will just give one more access to emergencies, for a little bit of traffic that may want to go that direction. But I don't anticipate much of the traffic to head in that direction. Just to speak to that. Also, and just to reiterate that sub development was approved with those streets. I have driven them, they are small, but our traffic will be flowing at any given point will be flowing in one direction, if it does go down those streets, so it's not going to be major inlet or outlet for the chapel or the school. I don't anticipate it being. And if it did become a problem or a safety concern then we would definitely address that as things went forward.

Chairman Slabaugh: Any other questions for Pastor Hughes?

Harry Granger: Harry Granger again, 850 S Moffatt. That's all fine and good to hear that if we have a problem later on we will address it. That's not the time to do it, it's now. If that access there is restricted now where it can't be used until those streets are widened, it makes a lot more sense than saying, well now there's people going there. If that, on your map says a through street. If you look on your map it says a through street. And that through street is right down to 12th street which is a main artery of town. You don't see it. You don't have the whole thing there. Just consider, I hope you will

consider that in your considerations on giving the use permit. Use permit is pretty undeniable as far as building that ground. restricting access to the back part where there is 15 feet. Your driveways are wider than that. So, most driveways are bigger than that. You required anything bigger than that in the county. So it needs to be slowed down now not later on. Thank you.

Zoning Administrator: I would like to just make a quick comment to Mr. Granger's statement. It's very true now is the time to make a decision but with a special use permit we do have leverage. We can review the special use permit if there is trouble coming up. In the future we can review that special use permit and bring it back to the commission and put stipulations on it then if we do not now. But we do have some leverage with special use permits, they go with the property, they stay there, so if there is any outstanding problems in the future we can bring it back and revisit it and address it again.

Commissioner Earls: So if we were to do another special use permit would that also entail a notice to the public? To deal with the 7th and Moffatt issue.

Zoning Administrator: If there was an issue, we would have to bring it back and revisit that special use permit, if you approve it tonight, we would come back, revisit this special use permit. I'm not sure if it would be a public meeting/public hearing or if it would just be a public meeting.

City Attorney: I'm not sure either. It seems to me if you are going to, the initial special use permit required a public hearing I think a review would also require a public hearing.

Zoning Administrator: I would suggest doing a public hearing just for that reason. So the public could come back in. they are the ones that are going to be complaining about the issue. So we would want input from the public I would think at that meeting.

Commissioner Earls: Okay, so at this point then is there anything that can be done or any requirement that we could make at the 7th and Moffatt at this point to either pass.

Zoning Administrator: What we have done in the past on another subdivision, we limited access, we put chains across the road so that it's emergency. So we did emergency access only, we chained off the road with bollards and we put a chain across it so if there is an emergency that needs to get in there they can pop the chain and go in and out that direction but as far as daily flow it limits that. The reason we did it in the subdivision was because there was only one access in and one access out so that gave them a secondary means, but they didn't want the flow through traffic of that subdivision. That is a means that you can do.

Commissioner Earls: what would need to be done to 7th or Moffatt or wherever this intersection is in order to make that a better entrance/exit street.

Zoning Administrator: The roads are very narrow down there so the only thing that could be done is the roads widened. I think they have only got a twenty-five-foot access. Its very narrow going out of their property its just a little sliver that goes out there. So even a one-way traffic might be, one way in and one way out could be an option also for that property. Because it is pretty narrow, I think that its only twenty five feet. I can't read the, its on the plan but I can't read it. But whatever you do, if you do decide to limit you need to put that into your motion and your conditions of approval or denial or whatever.

Commissioner Earls: Mr. Hughes, if we had it as an emergency or in a situation like that, is that something that would work for you guys? Or are you needing more access?

Pastor Michael Hughes: We would like more access but we may block off our parking lot on that direction sometimes anyway, you know with cones to keep people from using that. We would like the access just for people who live in those neighborhoods to be able to access the property. Again, I don't believe that its going to cause a significant traffic in that area and if it does then we are absolutely willing to revisit that. We don't want to be a danger to anybody. We would like the access.

Chairman Slabaugh: I think we have one more person back there that wants to say something.

Bryan Griggs: My name is Bryan Griggs and I live at 334 W. HWY 52. That's a city road back there right? That Moffatt? Is it maintained by the city?

City Attorney: It is.

Bryan Griggs: What does the city maintain as an easement, as a right of way through there? Is it twenty from the center? Is it forty-foot-wide back there? Is it an old alleyway back there? Do we know what they setbacks are for the easement there?

Zoning Administrator: We have a fifty foot right of way from the center line on local streets.

Bryan Griggs: Okay, that was my question.

Chairman Slabaugh: Any more questions? Any more input?

Commissioner Earls: Sir can I ask you what you were, why you asked, why you made that point now? What are you trying to infer here? I don't mean offence, I mean to understand.

Bryan Griggs: Once again Bryan Griggs 334 W. HWY 52. Just to look at the possibility, I didn't know if it was an alley way back there or if it was a road or what we have to work with. I mean obviously if we have got a fifty-foot easement back there. There's plenty of room to widen that road.

Chairman Slabaugh: Mr. Granger this will be your last time because you have on over your three minutes.

Harry Granger: Okay, that's fine. He is exactly right. That Moffatt is both city and county thru there. Not sure if we have the whole fifty feet on the county part of it which is fine. Once that is the right size it's no big deal. The problem is now, if you approve it now, with out it chained off access or something else, with that traffic, because I have watched traffic for a long time, where that traffic is going to be from 12th street into there. So that needs to be restricted now until that is developed where it is a decent street one way or the other. It would be nice to have both 7th and Moffatt or both if either were the right size would draw the traffic to it. That is why I request the restriction.

Commissioner Butler: Brian, so according to the map you said 4th street has two access points correct?

Zoning Administrator: Yes, two on the front of the property, yes.

Commissioner Butler: two on the front of the property. So, because my eyes aren't very good on the south side of the property showing this through street is this ending the very southernmost part of this property ends at 12th street?

Zoning Administrator: No that's 7th and Moffatt right there to the south side.

Commissioner Butler: That is 7th and Moffatt.

Zoning Administrator: That's 7th and Moffatt, yeah. 12th street is about.

Commissioner Butler: So, it's two city blocks?

Zoning Administrator: Approximately yes.

Commissioner Butler: the reason I am asking is, I'm sorry, pastor Hughes, you have mentioned you were wanting people to be able to use that access which I understand. The more ways to get into a place the easier it is. So the reason I'm asking is the concern of public who do have to live there. That's why I am asking just so you know. Thank you.

Commissioner Chapman: A typical mapped through street, I am thinking of next to the middle school where the loading zone is for the bus there is some signage requirements on the front of that is that though public works?

Zoning Administrator: That is all private. Yeah, once it goes onto private property it's private signage. We don't take care of anything that way. We only do our city street.

Commissioner Chapman: With the special use permit can signage be.

Zoning Administrator: Yes, you can request of the applicant to put signage up stating it's one way or whatever, not a through street.

Commissioner Chapman: Emergency access only or something to that effect.

Zoning Administrator: yes, you could request that signage.

Commissioner Butler: Mr. Chairman, I have got one more for you. Pastor Hughes this is for you. I am just curious as to when the main times are for, what time does the school let out, for traffic purposes because there are a few other schools on that street. It does cause a lot of traffic on that street.

Pastor Michael Hughes: Yeah, our school starts at 8:30 so drop off time would be between 8 and 8:30 Monday through Thursday because we don't have school on Friday. The daycare is open from 6 to 6. And so people kind of drop off. We have a very small parking lot at the daycare right now with maybe oh I would say 15 spots for employees and people dropping off and we have never had any congestion there so it is kind of sporadic throughout the day. You know the people come.

Commissioner Butler: and this is for the daycare.

Pastor Michael Hughes: Yeah, this is for the daycare. Our daycare will not be bigger where we are going than it is now. It will probably actually be smaller. The facility we currently have is sixty eight hundred square feet for the daycare. The new facility we don't anticipate having more kids than we have now at the current daycare. So that's not a significant source of traffic. Church is Sunday morning. And I honestly don't know, right now we have 8:30, 10:30, and 12:30 services on Sunday morning which will probably be reduced down to one service. So there will be some traffic on Sunday morning.

Commissioner Butler: As far as pick up from schools or release time.

Pastor Michael Hughes: Oh, so school release time would be Monday through Thursday at, well there is two school release times because we have elementary school gets out at 3:30 and then junior high and high school get out at 4:00. It kind of breaks that traffic flow up a little bit.

Commissioner Butler: Yes it does for those two schools.

Pastor Michael Hughes: And then church is probably just going to be 10:00 to noonish.

Chairman Slabaugh: are we ready for a motion?

Commissioner Earls: Mr. Chairman, I propose that we close the public hearing.

Chairman Slabaugh: is there a second?

Commissioner Chapman seconds.

Chairman Slabaugh Closed the Public Hearing.

Chairman Slabaugh led the Pledge

Review of Agenda:

Commissioner Earls made a motion to approve the Agenda. **Commissioner Chapman** seconded the motion. **Motion Carried.**

Approval of Minutes:

Commissioner Earls made a motion to approve the October 1st, 2018 Minutes. **Commissioner Chapman** seconded the motion. **Motion Carried.**

Decision of Public Hearing:

Commissioner Earls: So, Mr. Chairman, I was kind of curious, I was very interested in what you were thinking for the signage. What did you have in mind, what is over at the middle school?

Commissioner Chapman: I was just using that as an example with the middle school. As a similar set up with busses where they drive through there and I know that I believe it just says school bus loading zone no entry or something to that effect. It seemed like it would be an option here to put through street or some sort of signage in place that limit the traffic going on to 7th.

Chairman Slabaugh: yeah it could be a sign for exit only for example or an entrance only with signage on both sides and the other option is close it until it is widened or to put the emergency bollards and chains across so its emergency access only. So these are the typical options.

Commissioner Earls: So if the signs were not proving effective then we could have the other hearing, is that my understanding?

Chairman Slabaugh: I don't think the signs would prove ineffective. People always disobey signs. How many times have you pulled out of Wells Fargo and turned left. You don't have to admit to it in public. But there are always going to be people that disobey the signs other than if there is a chain across there. That's pretty typical in Emmett

especially on Washington Avenue. You know we have limited access all up and down there with signage. So that would be some of the options or to give complete access and see how it goes. You know if there were complaints and those sorts of things. We could revisit it.

Commissioner Butler: That's why I asked when school times get out because I know Black Canyon is out at 2:41 and there preschool lets out at noon. Down 4th street the middle school is 2:45 and so the 3:30 4:30 is actually a better time as far as the 4th street traffic going in and out. Obviously it is a private school and the buses so there will be parents especially with the move I imagine there are going to be a lot of happy parents because their children can walk to school now but that being said I'm sure there are other parents that are going to have to drive their kids.

Chairman Slabaugh: Yeah and I think one thing to consider with the traffic on 4th street I don't think there will be as much traffic with Butteview school and the administration of Black Canyon high school now plus with the Calvary Christian school there used to be when Butteview was a full elementary school. Did you get all your questions answered as far as 5th street being closed, the ditch water access, those kinds of things? Do you have any questions on the parking and layout?

Commissioner Earls: The only thing that I still have a question about is how the map is done I can't see where exactly it comes into Moffatt and 7th. I mean I'm being told it is on the corner but without it having it drawn on the map specifically I'm struggling with how that looks, and I would like to have a clearer picture of that. But if I can't I can't.

Chairman Slabaugh: Doesn't 7th and Moffatt take a ninety degree at that point?

Zoning Administrator: Yes.

Chairman Slabaugh: 7th street comes down this way and this would be Moffatt.

Commissioner Earls: So technically it's entering on 7th?

Chairman Slabaugh: Well it entering right at the bend of the streets.

Commissioner Butler: And Moffatt goes straight thru until 12th street?

Commissioner Earls: Is 7th and Moffatt the same width?

Zoning Administrator: 7th is narrower than Moffatt Avenue. Correct Harry?

Harry Granger: Yeah. 18 feet on Moffatt, 15 feet on 7th.

Zoning Administrator: Yes, that corner will be expanded because we do have a minor subdivision right at the corner. They will expand the corner on the opposite side of the road but not where this enters. Which a minor goes through staff for approval.

Commissioner Earls: Is there any plans to improving Moffatt?

Brian Zoning Administrator: None that's in the works that I know of at this time right now.

Chairman Slabaugh: On page three the required finding of staff analysis with the reminder that when the motion is made you will need to reference the required staff finding and staff analysis. I would recommend also mention the report from public works and the ditch company and those kinds of things. Because they said several times in their letters they are going to require.

Commissioner Chapman: Mr. Chairman, when the motion is made it can be made to adopt the staff finding and all the staff reports.

Chairman Slabaugh: And requirements from public works and the ditch company.

Commissioner Chapman: Does that fall under staff findings?

Chairman Slabaugh: No, that would be separate from staff findings.

Chairman Slabaugh: On A: On page three required findings and staff analysis does require a special use. There was the daycare center wasn't specially noted but that requires a special use as well.

Recording Clerk Doricela Millan-Sotelo: Doricela pulls up google maps from the projector to get better view of area.

Zoning Administrator: explains were the 7th St. and Moffatt Ave. access point is. Goes over the boundaries of the whole property. Points out 4th street access points. Upon Commissioner Earls request, Brian scrolls out to show where 12th street is. Brian points out S. John's for Commissioner Butler. Brian also points out the stretch of road that will be improved on Johns. Brian points out 4th St., 12th St., 7th St., and Moffatt Ave. He also points out where the 5th street access point would have been. Chairman points out there will be a roundabout on 4th St. and John's Ave. when it's completed.

Chairman Slabaugh: On B: Must be harmonious and in accordance with general objectives of the comprehensive plan of zoning ordinance, any thoughts or comments? On page four at the bottom says title nine zoning regulation. Staff finds the following sections of title nine apply to this application. The commission must find the application is either in accordance with these provisions or they do not apply before the application can be approved. And it has to do with church, private school, nursery is permitted

under the special use permit, in the R zone. Are you in agreement that we are in compliance with that section?

All: Yes.

Chairman Slabaugh: On C: will be designed, constructed, operated, and maintained, to be harmonious and appropriate in appearance with the existing intended character of the general vicinity and such use will not change the essential character of the same area. Any questions? the requirement of the conceptual plan for both sides showing location of the buildings, parking, loading and unloading, traffic access, traffic circulations, do we need to discuss that? Have you had enough now with the google map to feel like you understand whether or not we are in compliance with that part of it?

Commissioner Earls: No something else that came to mind. Mr. Chairman, the subdivision that was planned to go in before, how big was it?

Zoning Administrator: I believe it was 50 to 60 lots is what was scheduled to be in there.

Chairman Slabaugh: D: Will not be hazardous, disturbing to existing or future neighborhood uses. Any questions?

Chairman Slabaugh: E: Will be served adequately by essential public facility, highways, streets, water, sewer, refuse. There is the letter from Bruce Evans, Superintendent of Public Works, and he requests, and one of his requirements is that 5th street access will be denied. And part of the problem there is not just the cul-de-sac and extending it but also coming into a parking lot but there is also a drainage problem in that cul-de-sac that would negatively impact. The parking lot of church is going to be higher than the neighbor's area and so it will have to be maintained and drainage taken away has already been said. It would have to be in accordance with the drainage and landscaping plan city of Emmett required anyway.

Chairman Slabaugh: F: Will not create excessive additional requirements to public cost to public facilities and services and will not be detrimental to the economic welfare of the community. The infrastructure facilities/ utilities are already there and have been approved by Superintendent of Public Works. Any other thoughts?

Chairman Slabaugh: G: Will not involve uses, activities, processes, materials, equipment, conditions, or operations that will be detrimental to any person, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, and odors. We have talked about the traffic to some extent. Any other thoughts, comments? This would probably be a good place to talk about what would be your preference regarding the southern access onto Moffat and 7th.

Commissioner Butler: H: Okay, so we are at a one hundred cars. Mr. Chairman if you could go to section H under the same section of the zoning. Staff findings of vehicular approaches proposed, two on E. 4th and one on S. Moffatt Street will be adequate.

Chairman Slabaugh: Did you have a comment on that?

Commissioner Butler: That's my comment.

Chairman Slabaugh: That was your comment. Okay. Go Back to E: that was raising a question of 5th street. The general design for the area and it mentions there in the staff findings. The Emmett school district office, Black Canyon High school, formerly Butte View Elementary school, there is the LDS church in the neighborhood, it's not very far from many of those. There are a lot of those uses already in that area.

Commissioner Chapman: Can I ask Brian a question? When the building permits are submitted for signage, barricades, or bollards, is that part of your approval before the actual building permit.

Zoning Administrator: Yes, what we will do is a certificate of zoning compliance first when they first start the project to make sure everything is in compliance with parking, signage, lighting, landscaping, all those requirements are met and whatever requirements you might put on this special use permit have to be reviewed at that time. Which I would be the one reviewing that.

Commissioner Chapman: Is it typical or standard process for, I know in other jurisdictions they have had, I have has this scenario where it been required where we provide a traffic study seeing what impacts by a designed professional or either option as to limit the access if we are concerned about it provided by a traffic study or is that opened deal up for interpretation.

Zoning Administrator: I am not sure one that one.

City Attorney: I don't think we have anything in our code that requires a traffic study.

Zoning Administrator/Building Official: For a subdivision or a large annexation we do but for a special use permit we don't. For building permits we don't either.

Commissioner Chapman: So if it were presented, would it be acceptable if either provide signage limiting this or traffic study saying that 7th street adequately provides access too. I don't know if that is making sense. It would be nice to see some data if it was a requirement and they wanted it no matter what and they could provide the study that would limit this at certain times of the day would impact with the street or something to that effect.

Commissioner Earls: How expensive are traffic studies roughly? Do you know?

Chairman Slabaugh: The last one I looked into was twelve thousand dollars.

Zoning Administrator/Building Official: That was on Washington Avenue.

Commissioner Earls: Is that because of the location? Was it a business related?

Chairman Slabaugh: Well that was according to Idaho transportation department which would require probably a much more extensive. One of the difficulties with a traffic study is all you can do is study what the traffic is now and then guess at what it is going to be added impact.

Zoning Administrator: Yeah, it's just an educated guess.

Commissioner Earls: I don't feel that a traffic study would be an appropriate thing. I also think it is cost prohibitive in a situation like this. The way I feel about this start out least restrictive with signage, but I'm open discussion about that.

Commissioner Chapman: The traffic study is more if you didn't want to put signs up or didn't want to put a barricade up then this would be an option. If a person has done a study and its adequate.

Chairman Slabaugh: Well lets kind of get back into it. Probably the most restrictive that would make sense would be the chain and bollards for emergency vehicle use only. And then the least restrictive would be just open it up. So commissioners are you more in favor of something not totally restrictive but something that is least restrictive?

Commissioner Earls: I am of the mind that I would like to see signs verses a chain across just because I understand the need to, I mean one way or, however they do it, however the traffic flow works. I do believe that most people will come in off of 4th street.

Chairman Slabaugh: The way to do it with signage for one way is it would be an exit only for people leaving the property, it wouldn't make sense to have an entrance only there. But to me it makes sense to have an exit only because at peak hours your reducing the traffic on 4th street to some extent. You know when people come out of the church parking lot as they leave the church, they have the opportunity to go south or to go north. That's when they want to go home the quickest. They are not in a big hurry to get to church right. I'm a pastor so I think I can say that. How many show up on time. So I think for a restriction it would be an exit only at that point. Just it would say, exit only, not entrance. You would have signs on each side of the street and one would say exit only so people would hopefully obey that. Their good Christian people.

Commissioner Butler: I agree with what you said as far as maybe doing a one-way traffic. I'm leaning toward that because I want to address the concerns of everyone who lives there. I also live in a subdivision where people use it for a drive through and it

drives me crazy but it is a city street and there is not a lot I can do about it. I would like it to be one way on my street. The least amount of blocking access I think would be better. Hopefully the church itself can encourage participants to respect that especially during those times when the traffic is going to be flowing.

Commissioner Chapman: I agree. I like the signage requirement limiting, trying to make it work everywhere. The only reason I was bringing up the traffic study was if the applicant needed it and was dead set against it. Then that would be an option. I think limiting it is good. Hopefully that will work for everyone as well. I think that it falls in the staff findings.

Commissioner Earls: Where did we leave off at?

Chairman Slabaugh: Letter I, that's where we left off.

Chairman Slabaugh: I: Would not result in the destruction, loss, or damage of natural scenic, or historic feature of major importance. I think we realize that it doesn't do that.

Commissioner Earls: Mice aren't scenic?

Commissioner Butler: Sorry people you are still going to have mice.

Chairman Slabaugh: The church might have trouble with cats for a little while. They will find another place to hunt. Anything we haven't addressed or discussed yet?

Commissioner Earls: Are you preparing the motion?

Commissioner Chapman: Just making notes.

City Attorney: So presuming you are ready to make a decision you really have three choices: One is to approve, two is to approve with conditions, or three is to not approve. Brian has got a suggested motion in there under his recommendation but of course you are always free to add in your own conditions and change the wording.

Chairman Slabaugh: You will notice there if you recommend approval of this application you will have to add in the motion to adopt the staff report, adopt all staff findings and staff comments, and I would recommend we adopt the statements of the Public Works Department and the ditch company as well. And then if we add a condition related to one way exit onto 7th St. and Moffatt Ave. Then that would be the condition that we would add. I don't think we talked about any other conditions, did we? That condition could be stated for a one-way exit.

Commissioner Earls: And that's the ditch manager correct? Or did you mean the company?

Chairman Slabaugh: Well it would be the company. Last Chance Ditch Company.

Commissioner Chapman: Mr. Chairman, I would like to make a motion to approve the application adopting the staff report, all staff findings, all staff comments, the city of Emmett Public Works Department findings, and the Last Chance ditch company's findings, be a part of the approval in addition to the findings, the applicant provides signage at 4th street entrance and limiting access to exit only onto 7th street or some means of restriction there. This signage would need to be approved and submitted to the Planning and Zoning Department as part of the Buildings Departments plan approval.

Chairman Slabaugh: Is there a second to that motion?

Commissioner Earls: Wait, I have a clarification. You said signage on 4th street not on 7th and Moffatt.

Commissioner Chapman: I'm sorry. Signage at the entrance limiting the access to 7th St.

Commissioner Earls: Do you mean at the entrance on 4th street or do you mean the signage should be at 7th and Moffatt because I think that's where the signage should be?

Commissioner Chapman: I guess both. All entrances have posted signage.

Commissioner Earls: So we probably need to redo that then.

Chairman Slabaugh: Can you clarify you motion?

Commissioner Chapman: clarifying my motion. At all entrance's signage will be posted and the signage plan would be submitted to the planning and zoning department as part of the approval process of the permit.

Chairman Slabaugh: With exit only on the 7th street.

Commissioner chapman: Correct.

Chairman Slabaugh: Is there a second?

Commissioner Butler: I second.

Chairman Slabaugh: Commissioner Butler seconds. Is there any question now on the motion itself? All in favor?

Motion Carried.

Items from the Public:

Unfinished Business:

Items from the Commission:

Items from the Building Official/Zoning Administrator:

Commissioner Slabaugh set next regular meeting to January 7th, 2019.

Next Regular Meeting –January 7th, 2019

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

Meeting adjourned at 7:36 p.m.

Chairman Bill Slabaugh

Acting Secretary