

City of Emmett Council Meeting

January 24, 2023

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

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

Council by Zoom: Councilor Thomas Butler

Council Absent: None

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

Public Present: Blake Allen, 8233 E. Orah Way, Nampa, ID; Jon Kelly, John Wood

Public Present via telephone: None

Amendments to the Agenda: Item 8A will not be presented the Rose Advocates will reschedule their presentation at a later date

Declaration of Conflicts of Interest: Councilor Harris recused from Item 9D-Ordinance #O2023-02. Councilor Sorenson recused from Item 9G Late-Comer Agreement.

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

ELECTED OFFICIALS:

Mayor - Food Trucks. Mayor informed the Council that he has instructed the staff to poll the community on their ideas on what they would like to see in regulating food truck vendors that periodically park on our streets.

City Council

Announcements and Good of the Order – None

CONSENT AGENDA:

Approval of Minutes – January 10, 2023 – Regular meeting
January 17, 2023 – Special meeting

Approval of Accounts Payable

Approve Permits – Councilor Henderson moved to approve **THE CONSENT AGENDA**. Seconded by Councilor Resinkin.
Motion carried.

DISCUSSION/INFORMATION/UPDATES:

Susan Lausen, Operations Manager of iii-A Insurance presented the 2022 Annual Report and answered questions from the Council

BUSINESS:

9A. Lyleen Jerome, City Clerk requests approval of the Fiscal Year 22-23 First Quarter Financial Statement. Council President Nebeker **MOVED TO ACCEPT THE 1ST QUARTER FINANCIAL STATEMENT AND TO PUBLISH ON THE CITY WEBSITE**. Seconded by Councilor Sorenson. **Motion Carried by voice vote.**

9B. Lyleen Jerome, City Clerk request approval to open a new checking account. Councilor Henderson **MOVED TO APPROVE THE OPENING AN A NEW CHECKING ACCOUNT FOR THE TECHNOLOGY UTILITY FUND**. Seconded by Councilor Sorenson. **Motion Carried.**

9C. Approve Ordinance #O2023-01. Lyleen Jerome, City Clerk requests approval of **Ordinance #O2023-01 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO, REPEALING CITY CODE TITLE 2, CHAPTER 4: "COMMUNITY ARTS COMMISSION: AND PROVIDING AN EFFECTIVE DATE**. Council President Nebeker **MOVED TO APPROVE ORDINANCE #O2023-01 AND MOVE TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE**. Seconded by Councilor Henderson. Role Call Vote. Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE **Motion Carried.**

City Clerk Jerome read ordinance by title only. Councilor Sorenson **MOVED TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2023-01, DIRECT THE MAYOR TO SIGN AND DIRECT THAT IT BE PUBLISHED BY SUMMARY**. Role Call Vote Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE **Motion Carried.**

9D. Approve Ordinance #O2023-02. Brian Sullivan, Building/Planning Administrator requests approval of **Ordinance #O2023-02 AN ORDINANCE ANNEXING TO THE CITY OF EMMETT, IDAHO CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF GEM COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF EMMETT, IDAHO; ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AND EFFECTIVE DATE**.

City of Emmett Council Meeting

January 24, 2023

Councilor Sorenson **MOVED TO APPROVE ORDINANCE #O2023-02 AND TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE.** Seconded by Councilor Henderson. **Role Call Vote** - Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE, Councilor Harris – RECUSE. **Motion Carried.**

Building/Planning Administrator Sullivan read the ordinance by title. Councilor Sorenson **MOVED TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE O2023-02, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY.** Seconded by Councilor Butler. **Role Call Vote** Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE, Councilor Harris - RECUSE **Motion Carried.**

9E. Approve Ordinance #O2023-03. Curt Christensen, Fire Chief requests approval of Ordinance #O2023-03 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; ENACTING A NEW CHAPTER 8 TO TITLE 3, ENTITLED; SPECIAL EVENTS. Councilor Sorenson **MOVED TO APPROVE ORDINANCE #O2023-03 AND MOVED TO DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE.** Seconded by Councilor Henderson. **Role Call Vote.** Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – NAY, Councilor Sorenson – AYE **Motion Carried.**

Fire Chief Christensen read ordinance by title only. Council President Nebeker **MOVED TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2023-03, DIRECT THE MAYOR TO SIGN AND DIRECT THAT IT BE PUBLISHED BY SUMMARY.** Seconded by Councilor Henderson. **Role Call Vote.** Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – NAY, Councilor Sorenson – AYE **Motion Carried.**

9F. Steve Kunka, Police Chief request approve to surplus a vehicle. Council President Nebeker **MOVED TO APPROVE THE SURPLUS OF A 2009 FORD CROWN VICTORIA with VIN #143548.** Seconded by Councilor Resinkin. **Motion Carried.**

9G. Clint Seamons, Public Works Director requests approval for a Sewer Facility Late Come Agreement for Barrus Sewer Basin Area. Councilor Henderson **MOVED TO APPROVE SEWER FACILITIES LATE COMER AGREEMENT (BARRUS SEWER BASIN AREA) WITH THE MAYOR TO SIGN.** Seconded by Councilor Harris. **Role Call Vote:** Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Resinkin – AYE, Councilor Sorenson - RECUSE **Motion Carried.**

DEPARTMENT/ ACTIVITY REPORTS

A. Building Official/City Planner –Reported

B. Clerk – Lyleen Jerome, City Clerk – Reported

C. Fire – Curt Christensen, Fire Chief– Reported

D. Library – Alyce Kelley, Director– Reported

E. Police - Steve Kunka, Police Chief

F. Public Works – Clint Seamons, Public Works Director– Reported

DZone Skydiving Company made a presentation to Council about bringing a Sky Diving center to the Emmett Airport.

G. Systems Administrator – Mike Knittel, IT Systems Director– Reported

H. Engineer – None

Councilor Henderson **MOVED TO ADJOURN.** Seconded by Councilor Harris. **Motion Carried.**

Meeting Adjourned 8:41 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk

FIRSTTWO TERMS

These Terms are entered into by and between FirstTwo, Inc. ("**FirstTwo**") and the customer ("**Customer**") identified in the corresponding FirstTwo customer order form ("**Order**") to which these Terms are attached. FirstTwo and Customer are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**". By executing an Order, Customer agrees to be bound by these Terms, effective as of the date set forth on the Order.

1. **Scope.** These Terms cover the licensing of FirstTwo's proprietary software in machine-readable, object code form accessible by Customer via FirstTwo's websites and mobile applications, and any other software provided to Customer by FirstTwo (collectively, the "**Software**").

2. **License Grant.** Subject to Customer's payment of all amounts due under this Agreement and compliance with all of the terms of this Agreement, FirstTwo grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license (a "**License**") during the Term (defined below) to authorize up to the number of individual human end users of Customer specified in an Order to access the Software from servers operated by FirstTwo or a third party host or to install and access the Software on official, Customer authorized laptops, workstations, desktops, or devices, in each case, strictly for internal and official Customer purposes.

3. **LIMITED WARRANTY.**

3.1 **Warranty.** FirstTwo warrants to Customer that the Software will perform in all material respects with the specifications provided to Customer. FirstTwo will use commercially reasonable efforts to update and correct any portions of the Software that do not comply with the warranty set forth herein. If, after the expenditure of commercially reasonable efforts, FirstTwo is unable to correct the noncompliance, FirstTwo will refund a prorated amount of the fee paid by the customer for the Software, based on the time Customer accessed the Software prior to noncompliance.

3.2 **Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION 3 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF FIRSTTWO, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT THERETO OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, PRIVACY, ACCURACY OF RESULTS OR CUSTOMER'S USE THEREOF, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. FOR CLARITY, ANY USE OR RELIANCE ON THE SOFTWARE BY CUSTOMER OR CUSTOMER'S END USERS SHALL BE AT CUSTOMER'S AND END USERS OWN RISK.

4. **Indemnification.** Subject to the limitations of Idaho law, including article 8 section 4 of the Idaho Constitution and the Idaho tort claims act (Idaho Code § 6-901, et seq.), and to the extent permitted by Idaho law, and without waiving any of the defenses, immunities, or other protections available thereunder, Customer agrees to defend, hold harmless, and indemnify FirstTwo, and its affiliates, officers, directors, employees, suppliers, consultants, and agents ("**Indemnified Parties**"), from any and all claims, liability, damages, and costs (including but not limited to reasonable attorneys' fees, witness fees and court costs incurred and/or those necessary to successfully establish the right to indemnification) that are threatened, asserted, filed, assessed or imposed against FirstTwo and/or any Indemnified Party (collectively "**Claims**"), to the extent that such Claims arise out of or relate to (i) Customer's failure to comply with any provision of these Terms or any violation by Customer of any law; or (ii) bodily injury or death or damage to property suffered or caused by Customer or any of its employees.

FirstTwo agrees to defend, hold harmless, and indemnify Customer from any and all claims, liability, damages, and costs (including but not limited to reasonable attorneys' fees, witness fees and court costs incurred and/or those necessary to successfully establish the right to indemnification) that are threatened, asserted, filed, assessed or imposed against Customer (collectively "**Customer Claims**"), to the extent that such Customer Claims arise out of or relate to the gross negligence or willful misconduct of FirstTwo in the performance of this Agreement.

5. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL FIRSTTWO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID FOR LICENSES BY CUSTOMER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL FIRSTTWO HAVE ANY LIABILITY TO CUSTOMER FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT FIRSTTWO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

CUSTOMER HEREBY ASSUMES ALL RISK FOR THE USE OF THE SOFTWARE AND THE RESULTS AND HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASES AND DISCHARGES FIRSTTWO FROM ANY AND ALL LOSS, CLAIM, DAMAGE OR OTHER LIABILITY RESULTING FROM SUCH USE.

6. **Term.** Unless otherwise stated in the Order, the term of each Order shall begin on the date specified in the Order and remain in effect for one (1) year (the "**Term**"). Any discounts offered by FirstTwo to Customer during a prior Term will not apply during any new or renewal Term unless specifically agreed to in writing by the Parties. Nothing in this paragraph or elsewhere in these Terms or Order will be deemed in any way to financially obligate the Customer beyond its current fiscal year. If the Customer fails or refuses to budget or appropriate funds to continue the use of the Software for the subsequent Term, then Customer will have no further liability under these Terms or Order.

7. **Termination.** Either Party may terminate this Agreement for cause (a) upon 30 days written notice to the other Party of a material breach and the breaching Party fails to cure the same within such period, (b) immediately if Customer assigns, licenses, or sublicenses or attempts to assign, license, or sublicense any of its rights or obligations under this Agreement without the prior written consent of FirstTwo, or (c) immediately if FirstTwo ceases to operate as a going concern or otherwise terminates its business operations.

8. **FCRA Compliance.** The Software is not intended to be used and may not be used to make employment decisions, including hiring, retention, promotion, or reassignment, or to determine eligibility for credit, insurance, employment, or other purpose that would qualify the Software as a consumer report under the Fair Credit Reporting Act (the "FCRA"). FirstTwo is not a "consumer reporting Customer" as that term is defined in the FCRA and the Software and other data or information that may be provided by FirstTwo do not constitute "consumer reports" as that term is defined in the FCRA.

9. **Governing Law.** These Terms will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Idaho, without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America, which will then apply.

[END OF TERMS]

SERVICE ORDER

This Service Order ("**Order**"), incorporated into and subject to the attached terms ("**Terms**"), is made by and between FirstTwo, Inc., a Delaware corporation with a principal place of business at 1 Blackfield Drive #242, Tiburon, CA, 94920 ("**FirstTwo**"), and the undersigned customer ("**Customer**"). By executing this Order, Customer agrees to be bound by these Terms, effective as of the date set forth on this Order.

1. ORDER DETAILS

Customer Information		Billing Terms	
Organization Name:	Emmett PD	Effective Date:	Feb 1, 2023
Customer ID:	2339	Term:	1 Year Feb 1, 2023 – Jan 31, 2024
Street Address:	501 E Main St. Emmett, ID 83617	Payment Frequency:	Annually
Agency Contact:	Heath Mason Chief Steve Kunka	Payment Terms:	Net30

2. SOFTWARE

FirstTwo will provide to Customer access to the FirstTwo platform accessible at <https://www.firsttwo.com> and consisting of the following Software:

Description	Monthly Unit Price	Discount	Monthly Total	Yearly Total
FirstTwo Full Agency License Based on Agency Size: 1 - 20 Unlimited Users, Devices and Searches Support and Training Included Unlimited Agency Layers Included 3rd Party Integrations (where applicable) See pricing @ https://www.firsttwo.com/pricing.html Term: Feb 1, 2023 - Jan 31, 2024	\$200	\$0	\$200	\$2,400

[Signature Page Follows]

**SIGNATURE PAGE TO
SERVICE ORDER**

IN WITNESS WHEREOF, this Order has been signed by the duly authorized representatives of FirstTwo and the Customer.

CUSTOMER:

FirstTwo

(Name of Organization)

Signature:

Name (printed):

Title:

Date:

Signature:

Name:

Niraj Shah

Title:

CEO

Date:

2/8/2023

**Nampa Police Department
BOMB UNIT**

SOUTHWEST IDAHO / EASTERN OREGON REGIONAL BOMB SQUAD

This Memorandum of Understanding is entered into by Nampa Police Department, Canyon County Sheriff's Office, Caldwell Police Department, Ontario Police Department, Weiser Police Department, Payette Police Department, Nyssa Police Department, Fruitland Police Department, Homedale Police Department, Parma Police Department, Wilder Police Department, Washington County Sheriff's Office, Payette County Sheriff's Office, Adams County Sheriff's Office, Owyhee County Sheriff's Office, Emmett Police Department, and Malheur County Sheriff's Office.

This Memorandum of Understanding will create the "Southwest Idaho Eastern Oregon Bomb Squad" (SIEOBS). The SIEOBS will respond to all emergency ordinance disposal calls for the above listed agencies.

TERM OF AGREEMENT

The term of this agreement shall be from the date that it is signed and will continue indefinitely with any party having the ability to withdraw from the agreement with a sixty (60) day notice.

LIABILITY

The original employing party shall have and will assume complete liability for all the acts of its personnel and the operation of its equipment provided under this agreement.

MUTUAL HOLD HARMLESS AGREEMENT

Each party to this agreement agrees to indemnify and hold harmless the other parties from all liability subject to the limit of the Idaho Tort Claim Acts for any negligence, injury, damage, or claim suffered by any person or property caused by the party or its employee while performing this agreement.

SCOPE OF THE AGREEMENT

1. All equipment will remain the property of the Nampa Police Department, in cooperation with the Bureau of Homeland Security, who will be responsible for storing and maintaining the equipment.
2. Each agency will be responsible for the investigation, reporting, and maintaining of reports or incidents occurring within their respective jurisdictions. Responding members of the SIEOBS will file supplemental reports as necessary.
3. Each agency will maintain control of incidents occurring within their jurisdiction. Scene control should be handled by an established incident command system.
4. The SIEOBS will work within an inner perimeter and report to the local incident commander prior to taking any action other than dealing with emergency situations.
5. All actions by SIEOBS will be within guidelines established by the FBI Hazardous Devices School in Huntsville, Alabama.

Memorandum of Understanding

This Memorandum of Understanding is entered into by Nampa Police Department, Canyon County Sheriff’s Office, Caldwell Police Department, Ontario Police Department, Weiser Police Department, Payette Police Department, Nyssa Police Department, Fruitland Police Department, Homedale Police Department, Parma Police Department, Wilder Police Department, Washington County Sheriff’s Office, Payette County Sheriff’s Office, Adams County Sheriff’s Office, Owyhee County Sheriff’s Office, Emmett Police Department, and Malheur County Sheriff’s Office.

This Memorandum of Understanding will create the “Southwest Idaho Eastern Oregon Bomb Squad” (SIEOBS). The SIEOBS will respond to all emergency ordinance disposal calls for the above listed agencies.

TERM OF AGREEMENT

The term of this agreement shall be from the date that it is signed and will continue indefinitely with any party having the ability to withdraw from the agreement with a sixty (60) day notice.

IN WITNESS WHEREOF, the respective parties hereby give their consent and do execute this Memorandum of Understanding by and through their authorized representative.

Emmett Police Department

By: (Print) _____

Sign _____

Title: _____

Date: _____

SOUTHWEST IDAHO / EASTERN OREGON REGIONAL BOMB SQUAD

ORDINANCE NO. O2023-04

AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 7, CHAPTER 1: STREETS, SIDEWALKS AND PUBLIC WAYS; CHANGING THE MISDEMEANOR PENALTY TO AN INFRACTION FOR VIOLATING CHAPTER 1; AND PROVIDING AN EFFECTIVE DATE.

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

Section I. That Title 7, Chapter 1, Emmett City Code, is amended by interlineations and additions to read as follows:

“Chapter 1 - STREETS, SIDEWALKS AND PUBLIC WAYS

Sec. 7-1-1. - Obstructing streets, sidewalks and public ways.

A. Any person who shall obstruct or cause to be obstructed any sidewalk, street or alley within the limits of the city without the written permission of the ~~mayor~~ superintendent of public works, which permission shall specify the time such obstruction may continue, shall upon conviction thereof be punished as provided in section 1-4-1.B of this Code.

B. Any person who shall obstruct or cause to be obstructed in any manner any sidewalk, street or alley within the city and shall continue such obstruction for a period of 24 hours after notice from the police chief to remove the same shall be guilty of a ~~misdemeanor~~ an infraction.

Any person who shall violate any of this subsection shall be punished as provided in section 1-4-1.B of this Code.

Sec. 7-1-2. - Trees to be trimmed.

A. Duty to trim trees. Every owner, manager, tenant or occupant of real property in the city shall trim and remove, and keep trimmed and removed, all branches or parts of trees growing on such real property adjoining the sidewalks and growing on the parking abutting such property to a height of not less than seven feet from the ground over all sidewalks, and not less than 15 feet from the ground over all streets, alleys and other highways.

B. If the owners or occupants of property shall have failed or neglected to trim such trees within 15 days after the publication of written notice, then the city may cause such trees to be so trimmed and the cost of such trimming shall be assessed against the property on which such trimming was done, such trimming to be done under the supervision of the superintendent of public works who shall keep an account of the number of trees trimmed, the property on which trimmed and the cost of such trimming, and deliver such accounting to the city clerk who shall thereupon deliver or mail to each of such owners a

statement of the cost of such trimming with request for payment of such assessment within ten days of such statement.

If such assessment or assessments are not paid within ten days, the city clerk shall certify such assessments as have not been so paid to the county assessor of Gem County, Idaho, and be placed on the tax rolls of the county and collected as other municipal taxes are collected.

C. Violation; penalty. Any person refusing or neglecting to comply with the provisions of this section within 15 days after notice to do so is given in writing by the police chief, ~~city clerk or the street and alley committee~~ shall be deemed guilty of a ~~misdemeanor~~ an infraction and shall be punished as provided in section 1-4-1.B of this Code.”

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

Approved by the Council on _____, 2023.

City of Emmett, Idaho

ATTEST:

Gordon W. Petrie, Mayor

Lyleen Jerome, City Clerk

ORDINANCE NO. O2023-05

AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 5, CHAPTER 4, SECTION 1: CURFEW; AND PROVIDING AN EFFECTIVE DATE.

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

Section I. That Title 5, Chapter 4, Section 1, Emmett City Code, is amended by interlineations and additions to read as follows:

“Sec. 5-4-1. – Curfew Violation Unlawful.

A. *Findings and purpose.*

~~1. — The city council hereby finds there has been a significant breakdown in the supervision and guidance normally provided by certain parents for juveniles under 18 years of age resulting in juveniles being involved in a wide range of unacceptable behavior including vandalism, noisy and rowdy behavior, breaking and entering and public drinking of alcohol.~~

~~2. — The city council further finds that the establishment of reasonable curfew regulations will enable the police to act reasonably and fairly to prevent the violation of laws and ordinances by juveniles.~~

~~3. — The city council further finds and has determined that a curfew meets a very real local need and that curfew ordinances in other communities have been a factor in minimizing juvenile delinquency. A curfew in the City of Emmett is particularly appropriate in view of the basic residential nature of the community and the sense of the community that there is a proper time for the cessation of outdoor activities of juveniles. This attitude of the community is reflected in the curfew hours declared by this section which takes into consideration the danger hours of nocturnal crime.~~

~~4. — The City of Emmett is basically a family community. Parental responsibility for the whereabouts of children is the accepted norm by a substantial majority of the community. Legal sanctions to enforce such responsibility have had demonstrated effectiveness in many communities over the years. The city council has determined that as parental control increases there is a likelihood that juvenile delinquency decreases and that there is a need for nocturnal curfew for juveniles in the City of Emmett and that the establishment of a curfew applicable to juveniles will reinforce the primary authority and responsibility of parents and guardians over juveniles in their care and custody. Generally, It is unlawful for any juvenile who is under sixteen (16) years of age to remain upon any highway, road, alley, park, playground or other public places, or buildings or places of amusement, eating establishments, vacant lots and/or any other place, without being accompanied by an adult having custodial rights or an adult person designated by the adult having custodial rights of said child between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. of the following day; provided, that the provisions of this section shall not apply in the instances noted in subsection D of this section.~~

~~B. *Definitions.* For the purposes of this section the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.~~

~~*Juvenile or minor* means any person under the age of 18 or, in equivalent phrasing often herein employed, any person 17 years of age or less.~~

~~*Parent* means any person having custody of a juvenile:~~

- ~~1. — As a natural or adoptive parent;~~
- ~~2. — As a legal guardian;~~
- ~~3. — As a person who stands in loco parentis;~~
- ~~4. — As a person to whom legal custody has been given by order of a court of competent jurisdiction.~~

~~*Remain* means to stay behind, to tarry, and to stay unnecessarily upon the streets, including the congregating of groups (or of interacting minors) totaling three or more persons in which any juvenile involved would not be using the streets for ordinary or serious purposes such as mere passage or going home. To clarify that, numerous exceptions are expressly defined in this section so that this is not a mere prohibition of presence of juveniles.~~

~~*Street* means a way or place, of whatever nature, open to the use of the public as a matter of right for purposes of vehicular travel or in the case of a sidewalk thereof for pedestrian travel. The term street includes that legal right of way, including, but not limited to, traffic lanes, the curb, the sidewalks whether paved or unpaved, and any grass plots or other grounds found within the legal right of way of a street. The term street applies irrespective of what it is called or formerly named, whether alley, avenue, court, road, or otherwise. The term street shall also include walkways and driveways in shopping centers, parking lots, parks, playgrounds, public buildings, the common areas of public housing developments, and similar areas that are open to the use of the public.~~

~~*Time of night* means referred to herein is based upon the prevailing standard of time, whether Mountain Standard Time or Mountain Daylight Saving Time, generally observed at that hour by the public in the city, prima facie the time then observed in the city police station.~~

~~*Years of age* continues from one birthday, such as the seventeenth to (but not including the day of) the next, such as the eighteenth birthday, making it clear that 17 or less years of age be treated as equivalent to the phrase "under 18 years of age"~~
Weekdays: It is unlawful for any juvenile, being an individual who is between sixteen (16) and eighteen (18) years of age, to remain upon any highway, road, alley, park, playground or other public places, or buildings or places of amusement, eating

establishments, vacant lots and/or any other place, without being accompanied by an adult having custodial rights, or an adult person designated by the adult having custodial rights of said child, during the weekdays, specifically Sunday through Thursday, between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M. of the following day; provided, that the provisions of this section shall not apply in the instances noted in subsection D of this section.

C. ~~Curfew; juveniles.~~ It shall be unlawful for any person 17 years or less years of age (under 18) to be or remain in or upon the streets within the city at night during the period ending at 5:00 a.m. and beginning:

1. ~~At 12:00 midnight on Friday and Saturday nights; and~~

2. ~~10:00 p.m. On all other nights~~ Weekends: It is unlawful for any juvenile, being an individual who is between sixteen (16) and eighteen (18) years of age, to remain upon any highway, road, alley, park, playground or other public places, or buildings or places of amusement, eating establishments, vacant lots and/or any other place, without being accompanied by an adult having custodial rights, or an adult person designated by the adult having custodial rights of said child, during the weekends, specifically Friday and Saturday, between the hours of twelve o'clock (12:00) midnight and six o'clock (6:00) A.M. of the following day; provided, that the provisions of this section shall not apply in the instances noted in subsection D of this section.

D. ~~Exceptions.~~ In the following exceptional cases a minor on a city street during the nocturnal hours prescribed for minors shall not, however, be considered in violation of this section:

1. ~~When accompanied by a parent of such minor.~~

2. ~~When accompanied by an adult, at least 21 years of age, who is not the parent and who is authorized by a parent of such minor to take said parent's place in accompanying said minor for a designated period of time and purpose within a specified area.~~

3. ~~When exercising first amendment rights protected by the United States Constitution, such as the free exercise of religion or freedom of speech.~~

4. ~~In case of reasonable necessity for a juvenile remaining on the streets and when returning home from and within one hour after the termination of a school or city sponsored activity, or an activity of a religious or other voluntary association.~~

5. ~~When engaging in the duties of bona fide employment or traveling directly, without undue delay or detour from home to the place of employment, or from the place of employment to the home.~~

6. ~~When the minor is in a motor vehicle for the purpose of interstate travel, either through, or ending in, the City of Emmett~~ Subsections A through C of this section shall not apply in the following instances:

1. When the child is on an emergency errand directed by his or her parent or guardian or other adult person having the lawful care and custody of such juvenile.

2. When the child is returning directly home from a school activity, school entertainment, school or recreational activity or school dance.

3. When the child is either going to or going from his place of residence to lawful employment and/or is working at the child's place of employment.

4. When the child is attending or traveling directly to or from an activity involving the lawful exercise of first amendment rights of free speech, freedom of assembly or free exercise of religion.

5. When the child is in a motor vehicle with parental consent for normal travel with interstate travel through the city.

E. *Parental responsibility, police procedures.*

~~1. — It shall be unlawful for a parent of a juvenile to permit or allow the juvenile to be or remain upon any city street under circumstances not constituting an exception to, or otherwise beyond the scope of, this section. This section is intended to hold neglectful or careless parents to a reasonable community standard of parental responsibility through an objective test. It shall be no defense that a parent was indifferent to the activities or conduct or whereabouts of such juvenile.~~

~~2. — When a parent or guardian has come to take charge of the juvenile, and the appropriate information has been recorded, the juvenile shall be released to the custody of such parent. If the parent cannot be located or fails to take charge of the juvenile, then the juvenile shall be released in accordance with Idaho law.~~

~~3. — In the case of a first violation by a juvenile, the police department shall by certified mail or direct service, send or deliver to a parent written notice of the violation with a warning that any subsequent violation will result in full enforcement of this section, including enforcement of parental responsibility and of applicable penalties~~ It shall be unlawful for the parent, guardian or other person having legal custody of a child, or any adult person designated by the person having legal custody of a child, under the age of eighteen (18) years, to knowingly permit or allow said child to be upon any public highways, roads, alleys, parks, playgrounds or other public grounds, places, buildings, places of amusement, eating places, vacant lots, or other locations in violation of the provisions of subsections 5-4-1A through C of this chapter, without having designated an adult person or said parent, guardian or other legal custodian to be with and supervise said juvenile, except in the circumstances set forth in subsection 5-4-1D of this chapter.

F. *Enforcement procedures.*

~~1. — If a police officer reasonably believes that a juvenile is on the streets in violation of this section, the officer shall notify the juvenile that he or she is in~~

~~violation of this section and shall require the juvenile to provide his or her name, address, and telephone number and how to contact his or her parent or guardian.~~

~~2. — In determining the age of the juvenile and in the absence of convincing evidence, a police officer shall use his or her best judgment in determining age.~~

~~G. — *Note from parent.* A parent of a juvenile may, but is not required to, give a dated note to a juvenile, stating that the juvenile is lawfully on a public street or other public place because of one of the exceptions enumerated in this section.~~

~~H. — *Violation; Penalties.*~~

~~1. — If, after a warning notice of a first violation by a juvenile, a parent violates subsection E of this section, such violation shall be treated as a first offense by the parent. For parental offenses, a parent shall be fined not less than \$100.00 and no more than \$1,000.00.~~

~~2. — A violation of this section may result in a petition being filed against the juvenile in a court of competent jurisdiction under the Idaho Juvenile Corrections Act as found in Idaho Code title 20, chapter 5 A violation of any of the provisions of this chapter is punishable pursuant to Idaho Code, section 20-549, as amended.~~

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

Approved by the Council on _____, 2023.

City of Emmett, Idaho

ATTEST:

Gordon W. Petrie, Mayor

Lyleen Jerome, City Clerk



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

Wednesday, February 8, 2023

Mayor, City Council:

I am requesting a **MOTION to approve hangar lease agreement between Gus Kohntopp and City of Emmett with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons, Public Works Director

LEASE AGREEMENT

Lease agreement dated _____, 202__ ("Lease"), between the City of Emmett, an Idaho municipal corporation, with an address of 501 E. Main St., Emmett, ID 83617 ("Landlord") and Gus Kohntopp, with an address of 14377 W Battenberg Dr, Boise ID 83713 ("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 _____, 202__ and terminating on December 31st, 2043 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 one (1) tie-down space at the Emmett Airport. Rent will be \$275.00. Rent is due on or before January 1 of each year. Landlord may, by resolution of the Emmett City Council, periodically adjust the rent. Any such adjustment shall become effective for the next annual rental payment due. Such adjustments shall not occur more frequently than once each year.

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 with 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:** If 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, then 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 reasonably 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:** If Landlord undertakes airport renovation and/or expansion or any other project which requires the use of the Premises, then 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 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.

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:** All plans and specifications shall be subject to the approval of the Landlord, the Emmett 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. Tenant shall begin construction of the hangar within six (6) months from the date of Lease commencement. Failure to begin construction within six (6) months from the date of Lease commencement shall cause this Lease to be null and void, unless Tenant applies for an extension of time which is subsequently approved by the city council. To be valid, Tenant's application for time extension shall be submitted in writing to the Landlord within six (6) months from the date of Lease commencement, shall state the reasons for failure to begin construction, and shall also include a proposed length of extension, which may not exceed twelve (12) months from the date of Lease commencement. Only one extension may be granted by the City Council, in the City Council's sole discretion. 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 _____, 202__.

LANDLORD: CITY OF EMMETT	TENANT: 
By: Its: Mayor	By: GUS A KOHNOPP Its:

Attest:

City Clerk



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

Wednesday, February 8, 2023

Mayor, City Council:

I am requesting a **MOTION to approve termination of the hangar lease agreement between RABCO Enterprises LLC and the City of Emmett with Mayor to sign.**

Attached is the letter for your review.

Thank you,

Clint Seamons, Public Works Director



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

Thursday, January 26, 2023

Mayor, City Council:

I am requesting a **MOTION to approve Mountain Valley Power Rental & Sales LLC invoice in the amount of \$16,500.00 for a portable generator.**

Attached is the invoice for your review.

Thank you,

Clint Seamons, Public Works Director

Mountain Valley Power Rentals & Sales LLC

Invoice

PO Box 1134
 Meridian, ID 83680
 208-869-1314
 invoice@mountainvalleypower.com

Date	Invoice #
1/18/2023	178

Bill To
City of Emmett Public Works 601 E 3rd St Emmett, ID 83617

Ship To
City of Emmett Public Works 601 E 3rd St Emmett, ID 83617

P.O. No.	Terms	Project
	Due on receipt	

Item	Description	Quantity	Rate	Amount
121	2007 MQ DCA25-USI Portable Generator SN# 8102412 Hours: 9,071 Mounted on Mighty Mover MultiQuip DCA5 Galvanized Trailer VIN# 41504 Load Bank Fresh Service Auto Start Full Fuel Tank **NOTE: Purchase Price Includes Delivery **	1	16,500.00	16,500.00

Please remit to above address.			Total	\$16,500.00
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Delta Electric LLC.

1106 ROYALTY AVE
EMMETT, ID 83617 US
deltaelectric.scott@gmail.com



INVOICE

BILL TO
City of Emmett
501 E Main St
Emmett, ID 83617
United States

INVOICE 1414
DATE 01/25/2023
TERMS Due on receipt
DUE DATE 01/25/2023

DATE		DESCRIPTION	QTY	RATE	AMOUNT
01/25/2023	Material	Generator and automatic transfer switch	1	57,660.06	57,660.06
BALANCE DUE					\$57,660.06



CITY OF EMMETT
Public Works Department
601 E. 3rd Street
Emmett, Idaho 83617

Clint Seamons
cseamons@cityofemmett.org
Ph: (208) 365-9569
Fax: (208) 365-4651

Attention: Mayor and City Council,

McCall Irish has submitted a letter requesting a waiver to Emmett City Code (ECC) 7-1A-2, Curb, Gutter, and Sidewalk, for property located at 353 E. 12th Street.

- a) The owner of this property is Candice K. Jasper.
- b) The builder for this new home is Irish Quality Builders.

7-1A-2 B. Waiver: The requirement for the installation of a curb, gutter, or sidewalk may be waived by the city council when the applicant/owner has established that any of the following situations exist:

1. For streets with a right of way width of fifty feet (50') or less, no sidewalks are located on the same side of the street within one hundred feet (100') of the subject site. ***There are no sidewalks on the same side of the street within 100'. The closest sidewalk is approximately 290' to the east, and 405' to the west.***
2. In blocks where the average street frontage of the lots is over one hundred feet (100'), sidewalks on only one side of the street may be allowed. *N/A*
3. A negative drainage impact, as determined by the public works department, will be created due to the construction of the proposed curb and gutter. *N/A*
4. An obstruction exists (i.e., irrigation box, tree, etc.) which will not allow for the placement of a curb, gutter, or sidewalk. *N/A*
5. Home or business is damaged beyond repair due to no fault of the applicant/owner and the living space of the home or business space of the business will not be increased when the structure is replaced. *N/A*

Proposed Motion:

I would like to make a motion to approve the waiver for the installation of curb, gutter, and sidewalk for the properties located at 353 E. 12th St. due to no sidewalks located within 100' of the subject property. The city is in process of obtaining a grant to construct these improvements on E. 12th Street to connect the sidewalks already in place to improve the safe routes to school.

Sincerely,

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

Clint Seamons
Public Works Director

To Whom it May Concern,

This letter is intended to request a waiver for curb and gutter installation on the property located at:

353 E. 12th St.

Emmett, Idaho 83617

The property lines are not within 100 ft of any existing curb and gutter as of today January 10, 2023. We would like to request a waiver due to these measurements. Please reach out with any questions or concerns.

Thank you,

McCall Irish

Construction Manager

Irish Quality Builders

208-919-1127

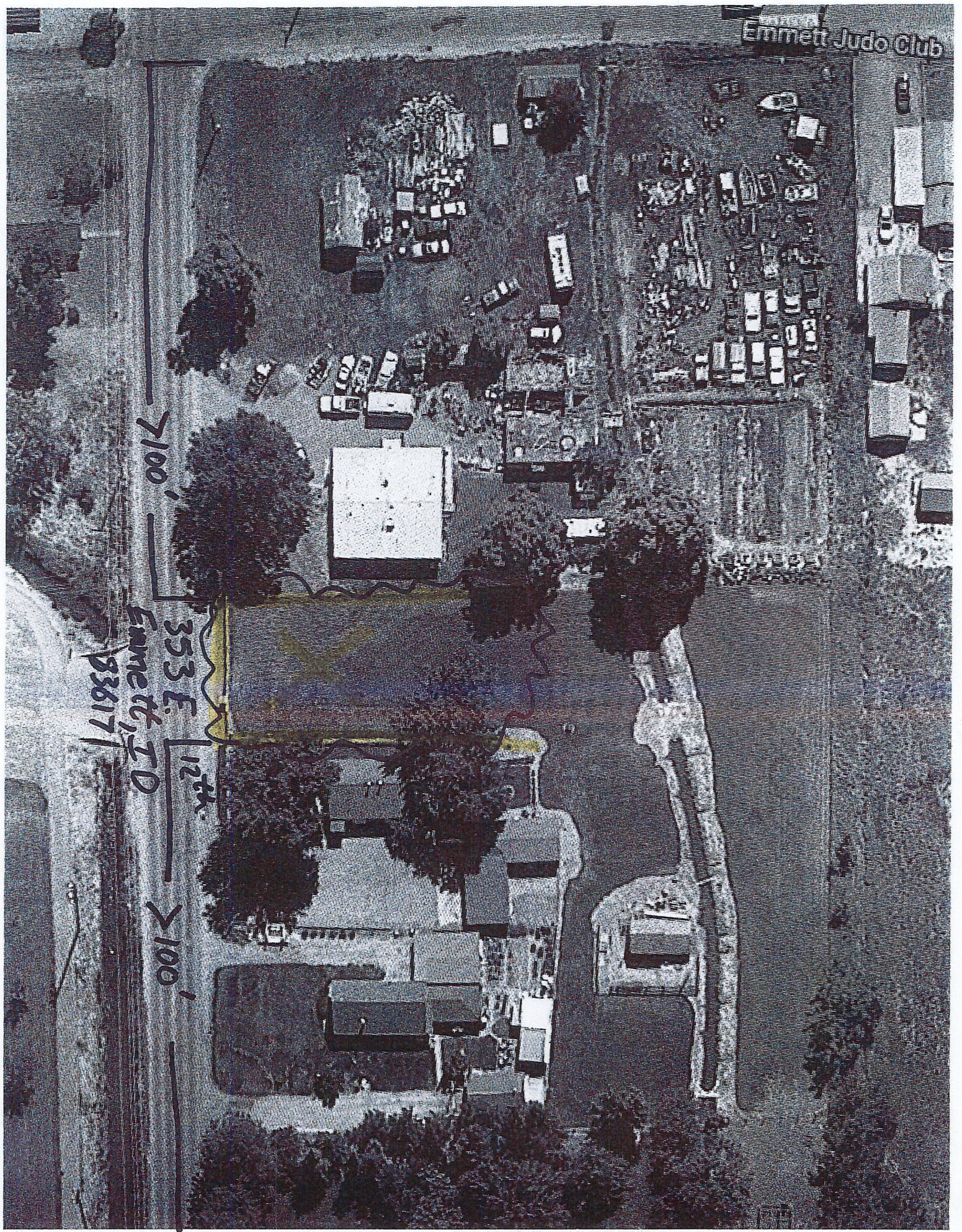
Emmett Judo Club

> 700'

353 E.
Emmett, ID
83817

12th

> 100'



Memo

To: Mayor and City Council

From: Brian Sullivan

CC:

Date: 2/9/23

Re: Request for Extension of Moon Creek Subdivision Final Plat – February 14, 2023 City Council Mtg

Please find attached a request from K&B Development, Inc. (Kelsey Peterson) for a time extension to the approved Preliminary Plat for Moon Creek Subdivision. I recommend this item be placed on the February 14, 2023 City Council meeting for review by the City Council. It does not require a public hearing but should receive a formal motion to either approve or deny.

The applicant, K & B Development, received Preliminary Plat approval for the plat on September 14, 2021. The final plat application must be submitted by March 14, 2023. The ordinance does not specify conditions under which an approval is granted or not. So, it is my interpretation that the City Council may grant the time extension based on any reasonable reason for the delay. I recommend a 1-year extension, with an option to come back for an additional extension showing good cause.

Emmett City Code 10-2-3.L.1. states the following: "Failure to file and obtain the certification of the acceptance of the final plat application from the subdivider within (18) eighteen months after action by the city council, shall cause all approvals of said preliminary plat to be null and void, unless an extension of time is applied for by the subdivider and granted by the city."

Possible motion:

I recommend approval of a one-year time extension to file the final plat for Moon Creek Subdivision, with an option to file another extension upon showing good cause.

February 8, 2023

Emmett City Council Members,

My name is Kelsey Peterson writing on behalf of K&B Development Inc. In 2020 our company filed an application to request annexation into the City of Emmett and a new zoning classification of R-3 for 8.527 acres on the south side of East 12th St., as well as a subdivision application for Moon Creek Subdivision. The property is located in an area considered "Mixed Planned Development" in the Comprehensive Plan Future Land Use Map. The City Council voted to approve the application along with the associated preliminary plat on Sept 14, 2021.

K&B Development would like to request an extension for the approved annexation, new zoning classification, and subdivision development of the mentioned 8.527 acres. Plans to develop this land were close to being finalized when we were made aware of plans by the neighbors to the west, between our property and Albertsons. They are working with a development company, along with the City of Emmett Planning and Zoning Department, on a potential agreement for commercial development along Highway 16. As a part of these plans, there has been discussion of adjustments to the drain ditch that separates our properties, as well as the potential for a connecting road between Highway 16 and 12th street, which would impact the 8.527 acres of Moon Creek Subdivision.

To avoid installing roads twice and to coordinate efforts for a comprehensive approach, K&B Development has delayed development of the Moon Creek Subdivision until the adjacent property finalizes their plans. Our understanding is that they have been working actively with the City to find the best approach for the community and roadways. Once those decisions are made, we will then look to move forward with the development of our 8.527 acres with the previously presented plans and preliminary plat.

For this reason, and based upon the understanding that the previous approval from the City Council would expire after 18 months, we are requesting an extension for the approved subdivision plans, annexation and zoning classification for this property.

Thank you,

Kelsey Peterson
President - K&B Development Inc.