



**CITY OF EMMETT
PLANNING & ZONING DEPARTMENT**

**APPLICATION & STAFF REPORT
FOR
REZONE**

APPLICATION: RZ 23-001, REZONE FROM R-2 DUPLEX TO P-PUBLIC

ZONING COMMISSION HEARING DATE: JUNE 5, 2023

COUNCIL HEARING DATE, JULY 11, 2023

APPLICATION DATE: APRIL 24, 2023

**APPLICANT: GEM COUNTY RECREATION DISTRICT
107 E. MAIN
EMMETT, ID 83617**

**OWNER: PRESBYTERY OF BOISE
950 W. STATE STREET
BOISE, ID, 83702**

PROPERTY ADDRESS: 212 E. 3RD ST., RPE3340001013A

STAFF PLANNER: BRIAN SULLIVAN

1. APPLICATION SUMMARY:

The purpose of this application is to propose a zoning classification change to Public Use (P), from R-2, two family/duplex, for the building located at 212 E. 3rd street. Gem County Recreation District (GCRD) is a public owned entity offering recreational services for over 30 years to the community. The GCRD is under contract to lease/purchase the building and land associated with this parcel, as the Presbyterian Church has ceased operations in Emmett. The property is zoned R-2, two-family/duplex, and the intended use of the facility is to continue the recreation programs offered by GCRD at this location.

The plan for this location is to transform the building and grounds to offer a youth recreation room, senior recreation room, multiple classrooms, fitness room, meeting/gathering space, administrative offices and outside recreation space.

2. APPLICATION PROCESS FACTS:

A. Application Submittal:

The application for this item was submitted by Gem County Recreation District on April 24, 2023.

B. Notice of Public Hearing:

Notice of Public Hearing on the application for the Emmett Zoning Commission was published in accordance with requirements of Title 67, Chapter 65, Idaho Code on May 15, 2023 and June 21, 2023 in the Messenger Index. Notices were mailed to each affected/neighbor property owner on May 15 and June 21, 2023. The physical property was posted May 19, 2023.

C. Relevant Ordinances and Required Actions:

The subject application will in fact constitute a rezone as determined by Emmett City Code. By reason of the provisions of the Emmett City Code Title 9, Chapter 15, a public hearing is required before the Zoning Commission and the City Council on this matter.

3. APPLICATION & PROPERTY FACTS:

A. Site Address/Location: 212 E. 3rd St., Emmett, Id, 83617, RPE33400001013A

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

Before the City of Emmett can approve a Rezone application, it must determine that the proposed zone (Public Use) complies with the goals and policies of the Comprehensive Plan. The Commission and City Council must review both the Future Land Use Map and the text of the Plan to see if the proposed zoning matches the vision described in the Plan. Below, staff has copied pertinent sections of the Comprehensive Plan and provided an analysis of each one.

The following policy in the 2014 Gem Community Joint Comprehensive Plan supports approval of this rezone application. The Commission and Council need to consider this and any other policies you deem appropriate in reviewing and making a decision on the application:

CHAPTER 8- RECREATION AND OPEN SPACES

Vision statement- This chapter envisions the creation of new places that provide opportunities for recreation in order to promote the health and wellbeing of Gem Community residents.

Recreation pursuits traditionally have been important to citizens of the Gem Community. Residents consider the parks and other recreational facilities as significant factors contributing to their overall quality of life.

GCRD provides various opportunities for Gem Community residents. They provide approximately 25 different programs/events servicing over 3,300 residents. The rezoned location would be considered a "new" space to promote health and wellbeing.

Recreation Specific Goal

- 8.1.1- Continue to develop and fund recreation programs and facility maintenance to enhance the use of enjoyment of city parks for all ages.
- 8.1.3- Support the development of new facilities and other multi-purpose facilities within the city.

GCRD plans to utilize the new location in multiple ways. The site remains close to Emmett City Park, improving the community's walkability to recreation activities.

CHAPTER 9 - PUBLIC FACILITIES

Vision Statement: We envision a community where quality, efficient, well-planned and consistently maintained public facilities and services are provided to existing and future residents.

Purpose: To provide and maintain public facilities essential to the protection of the health, safety, welfare and quality of life of the residents and businesses in the Gem Community.

- E2.3 – Revise the zoning and subdivision ordinances and adopt, as necessary, specialized planning tools or development review guidelines, based on the Comprehensive Plan.

This application is a revision to the Emmett Zoning Ordinance, specifically the Official Zoning Map that is adopted by reference in ECC 9-4-1. By rezoning public property with the new “P” zone, it helps to keep the ordinances current and accurate. It is more accurate in that the use of this property is not compatible with the residential zoning and is compatible and consistent with the purpose of the “P” zone.

Elevate Emmett Comprehensive Plan

Recreation is stated as a required topic by the Idaho State Statute to be addressed in the Comprehensive Plan. *GCRD has been a recreation facility for over 30 years and plans to continue serving the community.*

Health is interwoven throughout society, with each subject are addressed in the plan playing a role in individual and collective wellbeing throughout Emmett. The mental and physical health that stressors of this kind can inflict is significant.

GCRD provides and outlet to relieve mental stress thru physical activity.

The Elevate Emmett Comprehensive Plan serves to meet the purpose integrating aspects of health a wellness throughout the Plan and integrated goals for future development and community enhancement.

GCRD aligns with these goals to serve healthy options which will enhance the community. Their mission is to enrich the community one activity at a time.

Why does Emmett need to focus on health?

Gem County was ranked one of the least healthy counties in Idaho with higher rates of smoking, adult obesity, physical inactivity, excessive drinking and uninsured individuals than the state average.

GCRD plans to help educate and expose our community to healthier choices! These include a series of workshops to help participants help themselves and initiate activity in their lives to improve their health.

Connectivity for a pedestrian, whether they are choosing to walk for recreation or to get to a destination, adequate infrastructure that provides direct routes can mean that a 10-minute walk provides more opportunities for people who may wish to travel by foot more often.

GCRD’s new location is a few blocks from the middle school, adjacent to residential properties and commercial areas which provide plenty of walkability opportunities.

Inclusive Physical Activity- Supporting a variety of outdoor activities and sports can help kids get outside and create a positive relationship with exercise and their peers.

GCRD currently provides popular sports programs and plans to extend active camps and programs at the new location.

Recreation and Open Space- Developing Emmett’s trails, recreation, and open spaces is a worthwhile investment in the community’s wellbeing and can create a well-connected community centered around the natural beauty of Emmett.

GCRD sports programs take place in our beautiful parks. As we grow our participants, we grow that connectivity.

Recreation and Open Space- Expand Recreation programs and Opportunities.

GCRD will support future City of Emmett facilities by providing and/or facilitating programming/socials/classes. (Pickleball courts, Fitness court, Tennis court).

5. ZONING ORDINANCE

A. Purpose Statement of Zone: Emmett City Code 9-3-2.F. lists the purpose of the “P” zone as follows:

“To permit the establishment of public facilities and lands such as governments offices, schools, health care facilities, parks, greenbelt, cemeteries, administrative and cultural buildings.”

- B. Nonconforming Uses: Emmett City Code 9-10-1 states the following: “Intent: It is the intent of this title to permit existing nonconforming uses to continue. It is further the intent of this title that nonconforming uses shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.”

The existing facility in this zone is a nonconforming use, which means it is prohibited from expanding or enlarging the existing structure or use (or would require a Special Use Permit). It is always preferable to either eliminate or reduce the number of nonconforming uses in a jurisdiction. This rezone eliminates the nonconforming use status on this parcel and, therefore, is consistent with the intent of ECC 9-10-1 above

6. ITEMS FOR SPECIAL CONSIDERATION

- A. Spot Zoning: Most planners discourage spot zoning, including myself. It invites incompatible and sometimes disturbing uses that can create problems in the future. However, I think this zone is a unique case in that public services are, by nature, distributed throughout the community and serve solely public purposes (unlike all other zones). The zone protects the public use and makes it more difficult for the public use to be converted or sold for a private use because any future private use would have to rezone the property. This allows for more public notice and input on properties that are funded by the taxpayer.

7. REQUIRED FINDINGS & STAFF ANALYSIS

Emmett City Code 9-15-4, Transmittal to Commission, outlines the process and findings for review and approval of Zoning Amendment applications – which is what Rezone applications fall under. Section B requires the Commission to find that the request is “in accordance with the adopted Comprehensive Plan.” This is the only standard in the Zoning Ordinance by which the Commission must evaluate Rezone requests. Staff’s analysis of relevant Comprehensive Plan policies is provided above. The Commission and Council must find that, as a whole, the Comprehensive Plan map and policies support the rezone.

8. STAFF RECOMMENDATION

Staff finds that the proposed rezone conforms with the basic intent of the Comprehensive Plan and Future Land Use Map and the Public Use (P) zoning district. We recommend approval of the application.

Possible Motion:

I make a motion to approve application RZ-23-001, a rezone of property located at 212 E. 3rd St., from R-2 Duplex, to P, Public, and adopt the staff report.

I make a motion to deny application RZ 23-001, a rezone of property located at 212 E. 3rd St., from R-2 Duplex, to P-Public, for the following reason:



CITY OF EMMETT
Zoning Commission
Recommendation to City Council

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

Applications: Rezone RZ #23-001 from R-2 (Duplex) to P (Public)

Applicant: Gem County Recreation District (GCRD)

Date of Zoning Commission Public Hearing(s): June 5, 2023

Date of City Council Public Hearing: July 11, 2023

Summary of Public Testimony:

In Favor: Applicant

Neutral: None

Opposed: None

Zoning Commission Recommendation: Approval of the Rezone from R-2 Duplex to P-Public. Unanimous vote.

Reason(s) and Findings for Recommendation:

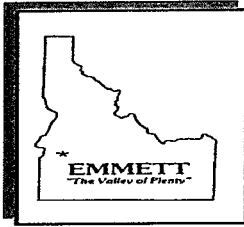
The Commission finds the proposed re-zone conforms with the basic intent of the Comprehensive Plan and Future Land Use Map. The Commission finds the parcel best fits a public zoning classification, as the current zone of residential does not fit the nature of the existing structure.

Possible Motion:

I make a motion to approve application RZ 23-001, a re-zone from R-2 Duplex to P- Public, for property located at 212 E. 3rd St, parcel numbers RPE3340001013A for applicant Gem County Recreation District, adopt the staff report, and direct staff to create an ordinance to bring back to Council for approval.

OR

I make a motion to deny the application RZ 23-001, a re-zone from R-2 Duplex to P- Public, for property located at 212 E. 3rd St, parcel numbers RPE3340001013A for applicant Gem County Recreation District for the following reason:



CITY OF EMMETT
MASTER PUBLIC HEARING APPLICATION

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

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

- ANNEXATION, APPEAL, COMPREHENSIVE PLAN TEXT AMENDMENT, COMPREHENSIVE PLAN MAP AMENDMENT, DESIGN REVIEW, DEVELOPMENT AGREEMENT, REZONE, SPECIAL USE PERMIT, SUBDIVISION, PRELIMINARY, SUBDIVISION, FINAL, SUBDIVISION, COMBINED/MINOR, SUBDIVISION, MODIFICATION, VACATION, VARIANCE, ZONING TEXT AMENDMENT

PROJECT NAME: GCRD

SITE INFORMATION:

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

Quarter: Section: 07 Township: 06N Range: 01W Total Acres: .964
Subdivision Name (if applicable): Reed's Addition Sub
Site Address: 212 E. 3rd St. Lot: 13-24 Block: 1 City: Emmett
Tax Parcel Number(s): RPE3340001013A Current Zoning: R-2 Current Land Use: Church

PROPERTY OWNER:

Name: Presbytery of Boise
Address: 950 W. State St.
City: Boise State: ID Zip: 83702

APPLICANT:

Name: Gem County Recreation District (GCRD)
Address: 107 E. Main St.
City: Emmett State: ID Zip: 83617

Telephone: Fax: Telephone: Fax:
Email:

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

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

Signature: (Owner) Date Signature: (Applicant) Date

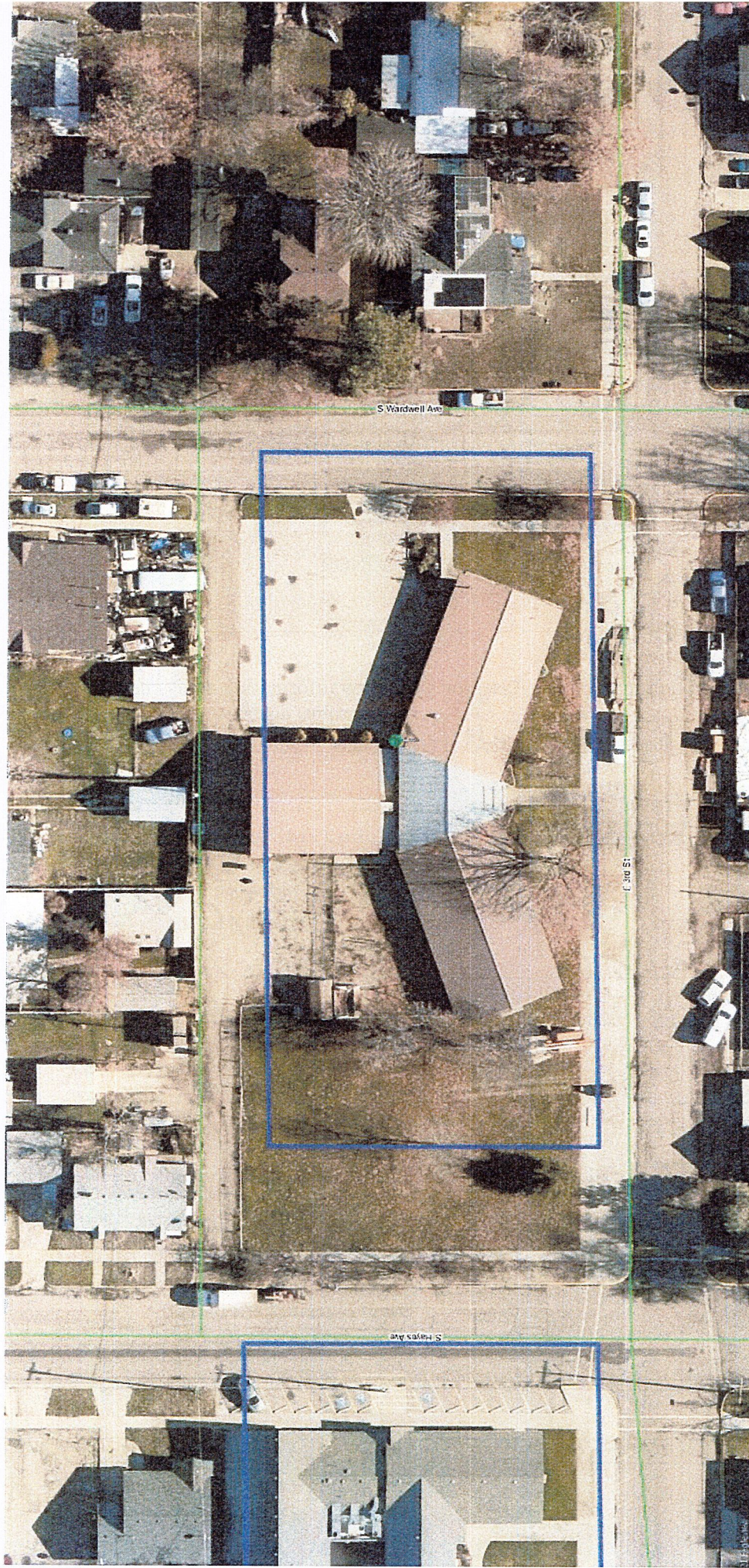
NOTE: THIS APPLICATION MUST BE SUBMITTED WITH THE APPLICABLE CHECKLIST (S).

OFFICE USE ONLY

File No.: R223001 Received By: BPS Date: 4-24-02 Fee: NA Receipt No:

waived

212 E 3RD ST RPE3340001013A



11/19/2021 - 12/18/2021

Letter of Intent:

To Whom It May Concern:

The Gem County Recreation District (GCRD) contracted to lease/purchase the 212 E. 3rd Street building on February 28, 2023. Since the building was previously a church zoned as "R2 Duplex", we are requesting to have it rezoned to "Public" to continue our recreation programs in that location.

Intended use of property if rezone is approved.

The GCRD has been providing programs, activities, classes, community events and recreational space for over 30 years in the Gem Community. The relocation to the new site will expand our opportunities to provide more services to additional community members.

We plan to transform the location to a recreation center that offers a youth recreation room, senior recreation room, multiple classrooms, fitness room, meeting/gathering space, administrative offices and outside recreation space. The GCRD will no longer be located on Main Street.

How the proposed rezone relates to the Comprehensive Plan (please refer to page and section numbers of the 2014 Joint Comprehensive Plan)?

- Component of the Gem Community Comprehensive Plan

Recreation, Parks and Open Space ensures the provision of permanent and recreational space *and* identifies future facilities. (Introduction)

GCRD has been considered recreational space for over 30 years in the community and plans to continue growing as the community grows.

- Chapter 8-Recreation and Open Spaces

Vision statement-This chapter envisions the creation of new places that provide opportunities for recreation in order to promote the health and well being of Gem Community residents.

Recreational pursuits traditionally have been important to the citizens of the Gem Community. Residents consider the parks and other recreational facilities as significant factors contributing to their overall quality of life. (Chapter 8, pg. 1, par. 2)

GCRD provides various opportunities for Gem Community residents. We provide approximately 25 different programs/events servicing over 3,300 residents. The rezoned location would be considered a "new" space to promote health and wellbeing.

- Gem County Recreation District – The stated goal of GCRD is to offer comprehensive recreation programs that enrich the quality of the participants experiences, thus enhancing the overall quality of life in the community. The District provides an important piece to the overall excellent quality of recreational opportunities provided residents for an entity the size of the Gem Community. GCRD rents and operates a recreation and office building in Emmett and is a key provider of after-school, weekend and summer youth recreation activities. (pg. 6, par. 3)

GCRDs move to the new location will enrich the recreation center experience for all participants. GCRD plans to utilize the expanded space (10,696 sq. feet) to best accommodate Gem Community citizens. The additional classrooms, recreation room, meeting space, increased parking and ideal location allows us to increase adult and senior activities/workshops and also expand our youth programs.

- Recreation Specific Goal

8.1.1 Continue to develop and fund recreational programs and facility maintenance to enhance the use of enjoyment of city parks for all age groups.

8.1.3 Support the development of new facilities and other multi-purpose facilities within the city. (pg. 8)

GCRD plans to utilize the new location in multiple ways. The site remains close to Emmett City Park, thus improving our community's "walkability" to recreational activities. Perhaps summer camp activities could include a visit to the splash pad, fitness court and pickleball courts in the future!

We hope you will grant this rezone request to GCRD so we may continue our efforts to grow recreation in our community. Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Decker". The signature is stylized with a large initial "J" and "D".

Joe Decker

Gem County Recreation Director, President

How the Proposed Rezone Relates to the Elevate Emmett Comprehensive Plan

- “Recreation” is stated as a required topic by the Idaho State Statute to be addressed in the Comprehensive Plan (pg. 5, par. 2)

GCRD has been a recreation facility for over 30 years and plans to continue serving the community.

- “Health” is interwoven throughout society, with each subject are addressed in this Plan playing a role in individual and collective wellbeing throughout Emmett. The mental and physical health that stressors of this kind can inflict is significant. (pg. 5, par. 5)

GCRD provides an outlet to relieve mental stress thru physical activity.

- The “Elevate Emmett” Comprehensive Plan serves to meet the purpose integrating aspects of health and wellness throughout the Plan and integrated goals for future development and community enhancement. (pg. 7, par. 1)

GCRD aligns with these goals to serve healthy options which will enhance the community. Our mission is to Enrich Our Community one Activity at a Time.

Why Does Emmett Need to Focus on Health?

- Gem County was ranked one of the least healthy counties in Idaho with higher rates of smoking, adult obesity, physical inactivity, excessive drinking and uninsured individual than the state average. (pg. 12, par. 3)

GCRD plans to help educate and expose our community to healthier choices! These include a series of workshops to help participants help themselves and initiate activity in their lives to improve their health.

- Connectivity for a pedestrian, whether they are choosing to walk for recreation or to get to a destination, adequate infrastructure that provides direct routes can mean that a 10 minute walk provides more opportunities for people who may wish to travel by foot more often. (pg. 12, par. 4)

GCRD new location is a few blocks from the middle school, adjacent to residential properties and commercial areas which provide plenty of “walkability” opportunities.

- Inclusive Physical Activity – Supporting a variety of outdoor activities and sports can help kids get outside and create a positive relationship with exercise and their peers. (pg. 18, par. 5)

GCRD currently provides popular sports programs and plans to extend active camps and programs at the new location.

- Recreation and Open Space – Developing Emmett’s trails, recreation and open spaces is a worthwhile investment in the community’s well being and can create a well connected community centered around the natural beauty of Emmett.

GCRD sports programs take place in our beautiful parks. As we grow our participants, we grow that connectivity.

- Recreation and Open Space -Expand Recreation programs and Opportunities. (pg. 37, par.1)

GCRD will support future City of Emmett facilities by providing and/or facilitating programming/socials/classes. (Pickleball courts, Fitness court, Tennis courts)

- INFILL Residential-Comprehensive Plan (pg. 46, par. 1 and 2)

GCRD- The new location is a public facility providing recreation and civic use opportunities within the highly connected grid system.

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Lots 13,14,15,16,17,18,19,20,21,22,23 ad 24, in Block 1 of Reed's Addition to Emmett, Idaho, according to the plat of said Reed's Addition now file in the office of the county recorders of Gem County, Idaho, together with all water and ditch rights appurtenant thereto or used in connection therewith. Subject to any easements or rights of ways.

Brian Sullivan

From: MARIA SALAZAR <MARIAMS194@msn.com>
Sent: Monday, June 26, 2023 4:12 PM
To: Brian Sullivan
Subject: Gem County Recreation District application for re0zone

Caution! This message was sent from outside your organization.

[Block sender](#)

I strongly support the Recreation District's application for re-zone of the property on East Third Street, directly across the alley from my residence at 209 East 2nd St. The property once the home of the First Presbyterian Church, will make an excellent recreation site.

I do ask the Recreation District board members to ensure in their planning that the alley between their building and residences on the 2nd Street side not be used for parking by youth and others who attend the rec center. In the past, the Church operated a child care center and moms came into the alley to pick up their children. It was sometimes chaotic and a couple of times, folks backed their cars into my fence, causing damage.

Again, I do support the Recreation District's application and encourage the City Council to approve the request.

Sincerely, Maria Salazar, 209 E 2nd Street, Emmett, 208 365 4227

Brian Sullivan

From: Curt Christensen
Sent: Tuesday, May 23, 2023 6:51 PM
To: Brian Sullivan
Subject: Re: Rezone Application for Comment

The Emmett Fire Department has no comments.

Curt Christensen
Chief Emmett Fire Department
cchristensen@cityofemmett.org
208-941-7367



On May 11, 2023, at 10:55 AM, Brian Sullivan <bsullivan@cityofemmett.org> wrote:

Good Morning,

Attached is a rezone application for property located at 212 E. 3rd, Presbyterian Church. This is being purchased by GCRD for there office and in house activities.

Please respond by May 30 with any comments.
If you have no comments, please respond by email "no comment"

Thank you,

Brian Sullivan
Building Official/Zoning Administrator
City of Emmett
208-365-9569
bsullivan@cityofemmett.org
www.cityofemmett.org

<20230511104311942.pdf>

Brian Sullivan

From: Laurey BaynesThomson <laureybaynesthomson@gmail.com>
Sent: Wednesday, June 28, 2023 5:29 PM
To: Brian Sullivan
Subject: Redone

Jim and Laurey Thomson have no issues with the rezoning of the Presbyterian Church by the Gem County Recreation District. We welcome this new facility for our community.

Laurey and Jim Thomson
321 East 2nd

Sent from my iPhone

City of Emmett Council Meeting

June 27, 2023

Budget Workshop

The Emmett City Council held a regular meeting at 501 E. Main Street, Emmett, Idaho.
Mayor Gordon Petrie called the meeting to order at 6:15 p.m.
Mayor Gordon Petrie led the **Pledge of Allegiance**

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

Absent: None

Staff Present: City Clerk Lyleen Jerome, Library Director Alyce Kelly, Fire Chief Curt Christensen, Police Chief Steve Kunka, Public Works Director Clint Seamons, IT Systems Director Mike Knittel, Building Official/Zoning Administrator Brian Sullivan, Deputy City Clerk Stephanie Johnson

Fiscal Year 2023-2024 Budget

City Clerk Lyleen Jerome presented the projected revenues for all funds for the upcoming 2023-24 fiscal year budget. All questions presented from the Council to department directors on the revenue estimates were addressed and answered.

Councilor Henderson **MOVED TO ADJOURN**, Seconded by Councilor Resinkin 6-AYES, 0-NOES. **Motion Carried.**

Meeting Adjourned at 6:47 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk

City of Emmett Council Meeting

June 27, 2023

Regular Meeting

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

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

Council Zoom: None

Council Absent: None

City Attorney: Jake Sweeten

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

Public Present: Carla Porath, 403 E. 2nd St Emmett, ID; Mike Zehner, 10294 W. Prairie, Boise, ID; Kelly Taylor, 2395 Airport Rd, Emmett, ID; Randy Nuxoll, 2500 N. Linder Rd, Eagle, ID; Ernie Satterthwait, 2524 N. Heartagon Pl. Eagle, ID; Beth Rains, 306 W. 6th St, Emmett, ID.

Public Present via telephone: None

Amendments to the Agenda: Councilor Henderson **MOVED TO APPROVE THE AMENDED AGENDA AS PRESENTED.** Seconded by Councilor Butler. Motion carried by voice vote.

Declaration of Conflict of Interest: None

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

ELECTED OFFICIALS:

Library Board Member Appointment – Mayor Petrie requests the appointment of Beth Rains to the library board. Council President Nebeker **MOVED TO APPROVE THE APPOINTMENT OF BETH RAINS TO THE LIBRARY BOARD.** Seconded by Councilor Henderson. **Motion Carried by voice vote.** Mayor Petrie completed the swear-in of Beth Rains to the Library Board of Director to complete the five-year term vacated by Lauren Weslowski with term ending 12/31/2023.

Airport Committee Member Appointments – Mayor Petrie requests the appointment of Tracy Barris, Mike Zehner and Randy Nuxoll to the Airport Committee. Councilor Henderson **MOVED TO APPROVE THE APPOINTMENT OF TRACY BARRIS, MIKE ZEHNER, AND RANDY NUXOLL TO A ONE-YEAR TERM TO THE AIRPORT COMMITTEE.** Seconded by Councilor Butler. **Motion carried by voice vote.** Mayor Petrie completed the swear-in of Tracy Barris, Mike Zehner, and Randy Nuxoll to a one-year term to the airport committee beginning July 1, 2023.

Mayor Petrie requests the appointment of Josh Wester and Ernest Saiterthwait to the Airport Committee. Councilor Butler **MOVED TO APPROVE THE APPOINTMENT OF JOSH WESTER AND ERNEST SAITERTHWAIT TO A TWO-YEAR TERM TO THE AIRPORT COMMITTEE.** Seconded by Councilor Resinkin. **Motion carried by voice vote.** Mayor Petrie completed the swear-in of Josh Wester and Ernest Saiterthwait to a two-year term beginning July 1, 2023.

City Council – None

Announcements and Good of the Order – Mayor Petrie asked the Council to consider naming the council chambers after former Mayor John LaFordge who was instrumental in getting the current City Hall built.

CONSENT AGENDA:

Approval of Minutes – June 13, 2023 Regular Council Meeting

Approval of Accounts Payables

Approval of Permits – Bartenders: Quashara Bryant, Tonya Smith, Sarah Story

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

BUSINESS:

Steve Kunka, Police Chief requests approval of Ordinance #O2023-10 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO: AMENDING TITLE 7, CHAPTER 1, ARTICLE A, SECTION 7; VIOLATION; PENALTY; AND PROVIDING AN EFFECTIVE DATE. Councilor Sorenson **MOVED TO APPROVE ORDINANCE #O2023-10 DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE.** Seconded by Councilor Butler. Roll Call Vote - Council President Nebeker – AYE, Councilor Butler - AYE, Councilor Harris – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE. Councilor Henderson – AYE. 6-AYES, 0-NOES. **Motion carried.**

Steve Kunka, Police Chief read Ordinance #O2023-10 by Title. Councilor Sorenson **MOVED TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE #O2023-10, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED IN SUMMARY.** Seconded by Councilor Harris. Roll Call Vote - Council President Nebeker – AYE, Councilor Butler - AYE, Councilor Harris – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE. Councilor Henderson – AYE. 6-AYES, 0-NOES. **Motion carried.**

City of Emmett Council Meeting

June 27, 2023

Regular Meeting

DEPARTMENT REPORTS:

Building Official/City Planner – Brian Sullivan – Reported

City Clerk, Lyleen Jerome – Reported

Fire Chief, Curt Christensen – Absent

Library Director, Alyce Kelley – Reported

Police Chief, Steve Kunka – Reported

Public Works, Clint Seamons - Reported

IT Systems Director, Mike Knittel – Reported

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

Meeting Adjourned 7:38 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name NICOLE CHATTERTON

Date Application Received 06/22/23 By SR

- New Application** **Renewal Application**
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

Background Check *[Signature]*

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

Application Approved

Application Denied

[Signature]
Chief of Police (signature)

7-6-23
Date

Fingerprint Results Attached (New only) 7/6/23

City Council

Added to Council Agenda for approval

City Council Approved Yes No

7/11/23
Council Date

Official Permit

Created _____

Mailed _____

Tracking # _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name NAYLOR DAISSON

Date Application Received 06/15/23 By SR

- New Application** **Renewal Application**
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Background Check *V. Kaba*
 _____ Emmett Police Name/Records Check
 ✓ _____ Gem County Sheriff's Name/Records Check
 _____ Application Approved
 _____ Application Denied
[Signature] 7-6-23
 Chief of Police (signature) Date
- Fingerprint Results Attached (New only) 6/30/23

City Council

- Added to Council Agenda for approval
- City Council Approved Yes No 7/11/23
 Council Date

Official Permit

- Created _____
- Mailed _____

Tracking # _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name RYAN J MORTON

Date Application Received 06/23/23 By SR

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

Background Check W. Dachs

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

Application Approved

Application Denied

[Signature] Chief of Police (signature) 7-6-23 Date

Fingerprint Results Attached (New only) 7/6/23

City Council

Added to Council Agenda for approval

City Council Approved Yes No 7/11/23
Council Date

Official Permit

Created _____

Mailed _____

Tracking # _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name VICTORIA PELAYO

Date Application Received 06/22/23 By SR

- New Application** **Renewal Application**
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

Background Check

[Signature]
Emmett Police Name/Records Check

[Signature]
Gem County Sheriff's Name/Records Check

[Signature]
Application Approved

[Signature]
Application Denied

[Signature]
Chief of Police (signature)

7-6-23
Date

Fingerprint Results Attached (New only)

7/6/23

City Council

Added to Council Agenda for approval

City Council Approved Yes No

7/11/23
Council Date

Official Permit

Created _____

Mailed _____

Tracking # _____

RESOLUTION No. R2023-03

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EMMETT, IDAHO TO
RENAME THE EMMETT CITY COUNCIL CHAMBERS AS THE
JOHN REYNOLDS LaFORDGE EMMETT CITY COUNCIL CHAMBER**

WHEREAS, the Emmett City Council enjoys a modern city council meeting place, complete with state-of-the-art sound and video equipment, including the ability to broadcast its council meetings over the internet; and,

WHEREAS, the Emmett City Council finds that but for the self-sacrificing efforts of former Mayor, one-term City Councilor, and long-time Emmett School District teacher and coach, John Reynolds LaFordge, who left our community through his passing in September 2020, the Emmett City Hall would likely not have been built when it was, and at a time when a new city hall was sorely needed; and,

WHEREAS, the Emmett City Council finds it fitting and proper to recognize in perpetuity the efforts of the selfless public service John Reynolds LaFordge modeled and provided throughout his adult life;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS by the City Council of Emmett, Idaho:

THAT on the 20th day of September 2023, the third anniversary of the passing of John Reynolds LaFordge, the Emmett City Council Chamber will be known hereinafter as the John Reynolds LaFordge Emmett City Council Chamber.

PASSED this 13th day of July 2023 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

APPROVED:

MAYOR

ATTEST:

CITY CLERK

***Landmark Pacific Investments, LLC
P. O. Box 1939
Eagle, ID 83616***

June 21, 2023

Mr. Brian Sullivan
Planning and Zoning Department
City of Emmett
501 East Main Street
Emmett, ID 83617

EXTENSION OF TIME REQUEST FOR PAYETTE RIVER ESTATES

Please accept this letter as our request for a 1 year extension of time for the Payette River Estates Subdivision. According to our records, the subject subdivision is due to expire on August 8, 2023. As you are aware, we have prepared the final plat and improvement plans for the project and have received City approval of our phased project.

The reason for our extension request relates to current market conditions. Rising interest rates for home mortgages have reduced the demand for new home construction in the greater Boise area and the nation as a whole. We believe that as interest rates stabilize in the coming months, demand will return, making our subdivision viable once again. We don't see that happening by early August of this year, hence the extension request. We are, however, optimistic about completing the project in 2024.

We appreciate your consideration of our request and look forward to working with the City in seeing this project to its completion.

Sincerely,



Don Newell



CITY OF EMMETT

Zoning Department
601 E. 3rd Street
Emmett, Idaho 83617
208-365-9569

July 5, 2023

Mayor and Emmett City Council,

Don Newell is requesting a one-year time extension for Payette River Estates Subdivision. The preliminary plat for Payette River Estates is due to expire on August 8, 2023. ECC 10-2-3L allows an extension of time to file a final plat and shall state the reasons for failure to file the final plat application. Extension of time shall not exceed 1 year. More than one extension may be granted upon showing of good cause. The final plat will need to be submitted to the city one-year from the date of approval of the time extension request.

Possible Motion:

I would like to make a motion to grant a one-year time extension to August 8, 2024, for Don Newell to file a final plat for Payette River Estates Subdivision due to slow market conditions.

Sincerely,

A handwritten signature in black ink that reads "Brian Sullivan". The signature is written in a cursive style.

Brian Sullivan
Zoning Administrator

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

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of this ___ day of, ___ 2021, by and between the CITY OF EMMETT, a Political Subdivision of the State of Idaho ("City") and Park Hampton, LLC, ("Owner"), pursuant to the authority of Idaho Code § 67-6511A, *et seq.*

BACKGROUND:

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

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

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

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

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

Section 1. Development of the Project.

1.1 Effective Date. In accordance with Idaho Code § 67-6511A, this Agreement will be effective upon the publication of Ordinance _____, approving the annexation and rezone for the Project, and upon the recordation of this Agreement.

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

1.3 Changes in State and Federal Law. This Agreement shall not preclude the application to the Project of any law that is specifically mandated and required by changes in state or federal laws or regulations. In the event such law prevents or precludes compliance with one or more provisions of this Agreement, City and Owner shall meet and confer to determine how provisions of this Agreement would need to be modified or suspended in order to comply with the law and shall prepare and process the necessary amendment or amendments to this Agreement, or the City Council may elect to terminate this Agreement pursuant to Section 3.4.

1.4 Police Power. Nothing in this Agreement shall be construed to be in derogation of the City's police power to protect the public health and safety in the case of an emergency. For purposes of determining whether the City can exercise its police power inconsistent with the provisions and conditions of this Agreement, "emergency" shall mean a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property or essential public services involving the Project or the community.

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

Section 2. Cooperation In The Event Of Legal Action.

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

Section 3. Violation; Remedies; Termination.

3.1 General Provisions. Failure or unreasonable delay by the Owner to perform any term or provision of this Agreement, after written notice thereof from the City, shall constitute a violation under this Agreement. Said notice shall specify the nature of the alleged violation and the manner in which said violation may be satisfactorily cured. If the nature of the alleged violation is such that it cannot reasonably be cured within 90 days after written notice, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the foregoing, after notice and expiration of the 90-day period without cure, the violation will be deemed a default under this Agreement and the City, at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement.

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

3.3 Enforced Delay; Extension of Time of Performance.

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

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

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

3.4 Termination.

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

Section 4. Hold Harmless – Indemnification.

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

In the event the City is alleged to be liable in any manner, as a result of the acts, omissions, or negligence of Owner, the Owner shall indemnify and hold the City harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from Owner's development activities on the Project, and Owner shall defend such allegations through counsel chosen by the City. Owner shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Owner shall not be obligated to indemnify or defend the City as set forth above from and against any actions liability, claims, loss, costs, or expenses arising out of, or resulting from, the negligence, gross negligence or willful conduct of the City, its agents, officers or employees.

Owner guarantees the City that all services, programs, or activities provided under this Agreement will be in accordance with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA). Further, Owner agrees to indemnify, defend, and hold the City harmless from and against any loss, expense, or damage of any type incurred by the City as a result of Owner's breach of the guarantee requirements of this paragraph.

Section 5. Notices.

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

transmission. Any party may designate any other address in substitution of the address contained herein by like written notice.

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

If to City, to:

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

If to Owner, to:

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

Section 6. Assignment.

6.1 If all or any portion of the Project is transferred by Owner to any person or entity ("Transferee"), then Owner may assign or transfer to Transferee all or any portion of its interests, rights, or obligations under this Agreement with respect to the transferred property. The assignment or transfer of interests, rights, or obligations under this Agreement shall not require City approval, but if Owner transfers any portion of the Project to a Transferee, Owner shall continue to be responsible for performing the obligations under this Agreement as to the transferred property until such time as there is delivered to City a legally binding instrument approved by the City whereby Transferee agrees to perform all conditions of approval(s), and/or other obligations of this Agreement applicable to the transferred property as set forth in Idaho Code § 67-6511A.

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

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

shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the City.

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

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

Exhibit A – Project Legal Description

Exhibit B – Conditions of Approval

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

Section 8. Covenants Appurtenant To The Project.

8.1 All covenants and conditions set forth herein shall be appurtenant to and run with the Project and shall be binding upon Owner's heirs, successors, and assigns until all Conditions of Approval have been satisfied and work completed at which time this Agreement shall be automatically terminated and of no force or effect and the parties shall reasonably cooperate to record any necessary instruments to evidence such termination.

Section 9. Miscellaneous.

9.1 Amendment. Modifications to this Agreement may be made only by the permission of the City Council after complying with the notice and hearing provisions of Idaho Code § 67-6511A. The Agreement may only be modified after public hearing by the City Council. Major modifications as

determined by the Planning Director shall require a hearing and recommendation by the Emmett Zoning Commission prior to hearing by the Council.

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

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

9.4 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be disregarded and this Agreement shall continue in effect. However, if such provision is not severable from the balance of the Agreement so that the mutually dependent rights and obligations of the parties remain materially unaffected, this Agreement shall become void.

9.5 Construction. This Agreement has been reviewed and revised by legal counsel for both City and Owner, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. This instrument constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings and/or agreements between the parties, if any, whether verbal or written.

9.6 Choice of Law. This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Third Judicial District, State of Idaho, County of Gem.

9.7 Merger and Integration. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.

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

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

City of Emmett

By: _____
Gordon Petrie, Mayor

ATTEST:

Lyleen Jerome, City Clerk

DEVELOPMENT AGREEMENT
Park Hampton, LLC-City of Emmett

STATE OF IDAHO)
) ss.
County of Gem)

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

Notary Public for Idaho
Commission Expires _____

Owner

PARK HAMPTON, LLC

JOHN WOOD, OWNER

STATE OF _____)
County of _____) ss.
)

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

Notary Public for _____
Commission Expires: _____

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**EXHIBIT A
LEGAL DESCRIPTION**

Annexation Parcels: 3 parcels with total of 65.067 acres

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

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

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

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

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

North $85^{\circ} 16'47''$ West, a distance of 354.81 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence leaving said Northerly right-of-way, North $25^{\circ} 01'41''$ West, a distance of 120.96 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence North $50^{\circ} 48'55''$ East, a distance of 99.37 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Parcel II — Tract A Legal Description

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

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

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

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

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

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

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

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

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

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

Parcel II - Tract B Legal Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT B
CONDITIONS OF APPROVAL**

General Terms

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

Land Uses

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

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

EXHIBIT C

SITE SPECIFIC CONDITIONS OF APPROVAL EVENTS CENTER AND RACE TRACK

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

16. All new signage, whether permanent or temporary, must comply with the City of Emmett sign ordinance. No off premise signs are allowed.
17. Structures have a fire suppression system. Please provide testing yearly and submit reports to Emmett Building/Zoning Department and Emmett Fire Department.

SITE SPECIFIC CONDITIONS OF APPROVAL RV PARK

1. Zoning this property to Mixed Development allows an RV Park outright and no special use permit is required. Currently the RV Park has been approved by Gem County SUP 19-003.
2. According to the map that was submitted with this application for approval, the RV Park is to be located on the west end of this property.
3. A full design of the RV park is to be submitted to Emmett Building Department for review prior to being constructed. This submittal will include but is not limited to engineering on the water and wastewater system, storm drainage, access roads, and landscaping.
4. Owner is requesting the existing RV's to remain as is until phase 1 of the RV park is constructed. Once constructed, the RV's will move into the park. Owner shall have 120 days to submit plans for construction of phase 1 of the RV park after annexation is complete, and 1 year to construct phase 1 after plans are approved. Dry camping can continue for special events.
5. A 6' fence or solid landscape barrier is to be installed on the south border of the RVpark buffering this use from the residential structures on Cascade Road.
6. Long term stays in this park shall be evaluated with the owner and city staff.
7. All trash enclosures shall be three sided with 6' tall solid wall or fence screening the trash area from view. Location for pickup must be approved by the local sanitation company.
8. All newly installed exterior lighting shall be downcast lighting as not to create a nuisance to the neighboring properties and comply with the City of Emmett Dark Sky Ordinance.
9. All new signage, whether permanent or temporary, must comply with the City of Emmett sign ordinance. No off premise signs are allowed.

Development Requirements

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