

Chaplains

334.1 PURPOSE AND SCOPE

This policy establishes the guidelines for Emmett Police Department chaplains to provide counseling or emotional support to members of the Department, their families and members of the public.

334.2 POLICY

The Emmett Police Department shall ensure that department chaplains are properly appointed, trained and supervised to carry out their responsibilities without financial compensation.

334.3 ELIGIBILITY

Requirements for participation as a chaplain for the Department may include, but are not limited to:

- (a) Being above reproach, temperate, prudent, respectable, hospitable, able to teach, be free from addiction to alcohol or other drugs, and excessive debt.
- (b) Managing their households, families and personal affairs well.
- (c) Having a good reputation in the community.
- (d) Successful completion of an appropriate-level background investigation.
- (e) A minimum of five years of successful counseling experience.
- (f) Possession of a valid driver license.

The Chief of Police may apply exceptions for eligibility based on organizational needs and the qualifications of the individual.

334.4 RECRUITMENT, SELECTION AND APPOINTMENT

Chaplains should be recruited on a continuous and ongoing basis consistent with department policy on equal opportunity and nondiscriminatory employment. A primary qualification for participation in the application process should be an interest in and an ability to assist the Department in serving the public. Chaplain candidates are encouraged to participate in ride-alongs with department members before and during the selection process.

334.4.1 SELECTION AND APPOINTMENT

Chaplain candidates shall successfully complete the following process prior to appointment as a chaplain:

- (a) Submit the appropriate written application.
- (b) Include a recommendation from employers or volunteer programs.
- (c) Interview with the Chief of Police and the chaplain coordinator.
- (d) Successfully complete an appropriate-level background investigation.
- (e) Complete an appropriate probationary period as designated by the Chief of Police.

Chaplains

Chaplains are volunteers and serve at the discretion of the Chief of Police. Chaplains shall have no property interest in continued appointment. However, if a chaplain is removed for alleged misconduct, the chaplain will be afforded an opportunity solely to clear his/her name through a liberty interest hearing, which shall be limited to a single appearance before the Chief of Police or the authorized designee.

334.5 IDENTIFICATION AND UNIFORMS

As representatives of the Department, chaplains are responsible for presenting a professional image to the community. Chaplains shall dress appropriately for the conditions and performance of their duties. Uniforms and necessary safety equipment will be provided for each chaplain. Identification symbols worn by chaplains shall be different and distinct from those worn by officers through the inclusion of "Chaplain" on the uniform and not reflect any religious affiliation.

Chaplains will be issued Emmett Police Department identification cards, which must be carried at all times while on-duty. The identification cards will be the standard Emmett Police Department identification cards, with the exception that "Chaplain" will be indicated on the cards. Chaplains shall be required to return any issued uniforms or department property at the termination of service.

Chaplains shall conform to all uniform regulations and appearance standards of this department.

334.6 CHAPLAIN COORDINATOR

The Chief of Police shall delegate certain responsibilities to a chaplain coordinator. The coordinator shall be appointed by and directly responsible to the Administration Supervising Officer or the authorized designee.

The chaplain coordinator shall serve as the liaison between the chaplains and the Chief of Police. The function of the coordinator is to provide a central coordinating point for effective chaplain management within the Department, and to direct and assist efforts to jointly provide more productive chaplain services. Under the general direction of the Chief of Police or the authorized designee, chaplains shall report to the chaplain coordinator and/or Patrol Team Supervisor.

The chaplain coordinator may appoint a senior chaplain or other designee to assist in the coordination of chaplains and their activities.

The responsibilities of the coordinator or the authorized designee include, but are not limited to:

- (a) Recruiting, selecting and training qualified chaplains.
- (b) Conducting chaplain meetings.
- (c) Establishing and maintaining a chaplain callout roster.
- (d) Maintaining records for each chaplain.
- (e) Tracking and evaluating the contribution of chaplains.
- (f) Maintaining a record of chaplain schedules and work hours.

Emmett Police Department

Emmett PD ID Policy Manual

Chaplains

- (g) Completing and disseminating, as appropriate, all necessary paperwork and information.
- (h) Planning periodic recognition events.
- (i) Maintaining liaison with other agency chaplain coordinators.

An evaluation of the overall use of chaplains will be conducted on an annual basis by the coordinator.

334.7 DUTIES AND RESPONSIBILITIES

Chaplains assist the Department, its members and the community, as needed. Assignments of chaplains will usually be to augment the Patrol Division. Chaplains may be assigned to other areas within the Department as needed. Chaplains should be placed only in assignments or programs that are consistent with their knowledge, skills, abilities and the needs of the Department.

All chaplains will be assigned to duties by the chaplain coordinator or the authorized designee.

Chaplains may not proselytize or attempt to recruit members of the Department or the public into a religious affiliation while representing themselves as chaplains with this department. If there is any question as to the receiving person's intent, chaplains should verify that the person is desirous of spiritual counseling or guidance before engaging in such discussion.

Chaplains may not accept gratuities for any service or any subsequent actions or follow-up contacts that were provided while functioning as a chaplain for the Emmett Police Department.

334.7.1 COMPLIANCE

Chaplains are volunteer members of this department, and except as otherwise specified within this policy, are required to comply with the Volunteer Program Policy and other applicable policies.

334.7.2 OPERATIONAL GUIDELINES

- (a) Chaplains will be scheduled to be on-call for a period of seven consecutive days during each month, beginning on Monday and ending on the following Sunday.
- (b) Generally, each chaplain will serve with Emmett Police Department personnel a minimum of eight hours per month.
- (c) At the end of each watch the chaplain will complete a chaplain shift report and submit it to the Chief of Police or the authorized designee.
- (d) Chaplains shall be permitted to ride with officers during any shift and observe Emmett Police Department operations, provided the Patrol Team Supervisor has been notified and has approved the activity.
- (e) Chaplains shall not be evaluators of members of the Department.
- (f) In responding to incidents, a chaplain shall never function as an officer.
- (g) When responding to in-progress calls for service, chaplains may be required to stand-by in a secure area until the situation has been deemed safe.

Emmett Police Department

Emmett PD ID Policy Manual

Chaplains

- (h) Chaplains shall serve only within the jurisdiction of the Emmett Police Department unless otherwise authorized by the Chief of Police or the authorized designee.
- (i) Each chaplain shall have access to current department member rosters, addresses, telephone numbers, duty assignments and other information that may assist in his/her duties. Such information will be considered confidential and each chaplain will exercise appropriate security measures to prevent distribution of the data.

334.7.3 ASSISTING DEPARTMENT MEMBERS

The responsibilities of a chaplain related to department members include, but are not limited to:

- (a) Assisting in making notification to families of members who have been seriously injured or killed and, after notification, responding to the hospital or home of the member.
- (b) Visiting sick or injured members in the hospital or at home.
- (c) Attending and participating, when requested, in funerals of active or retired members.
- (d) Serving as a resource for members when dealing with the public in incidents, such as accidental deaths, suicides, suicidal subjects, serious accidents, drug and alcohol abuse and other such situations that may arise.
- (e) Providing counseling and support for members and their families.
- (f) Being alert to the needs of members and their families.

334.7.4 ASSISTING THE DEPARTMENT

The responsibilities of a chaplain related to this department include, but are not limited to:

- (a) Assisting members in the diffusion of a conflict or incident, when requested.
- (b) Responding to natural and accidental deaths, suicides and attempted suicides, family disturbances and any other incident that in the judgment of the Patrol Team Supervisor or supervisor aids in accomplishing the mission of the Department.
- (c) Responding to all major disasters, such as natural disasters, bombings and similar critical incidents.
- (d) Being on-call and, if possible, on-duty during major demonstrations or any public function that requires the presence of a large number of department members.
- (e) Attending department and academy graduations, ceremonies and social events and offering invocations and benedictions, as requested.
- (f) Participating in in-service training classes.
- (g) Willingness to train others to enhance the effectiveness of the Department.

334.7.5 ASSISTING THE COMMUNITY

The duties of a chaplain related to the community include, but are not limited to:

- (a) Fostering familiarity with the role of law enforcement in the community.
- (b) Providing an additional link between the community, other chaplain coordinators and the Department.

Chaplains

- (c) Providing liaison with various civic, business and religious organizations.
- (d) Promptly facilitating requests for representatives or leaders of various denominations.
- (e) Assisting the community in any other function as needed or requested.

Making referrals in cases where specialized attention is needed or in cases that are beyond the chaplain's ability to assist.

334.7.6 CHAPLAIN MEETINGS

All chaplains are required to attend scheduled meetings. Any absences must be satisfactorily explained to the chaplain coordinator.

334.8 PRIVILEGED COMMUNICATIONS

No person who provides chaplain services to members of the Department may work or volunteer for the Emmett Police Department in any capacity other than that of chaplain.

Department chaplains shall be familiar with state evidentiary laws and rules pertaining to the limits of the clergy-penitent, psychotherapist-patient and other potentially applicable privileges and shall inform members when it appears reasonably likely that the member is discussing matters that are not subject to privileged communications. In such cases, the chaplain should consider referring the member to a non-department counseling resource.

No chaplain shall provide counsel to or receive confidential communications from any Emmett Police Department member concerning an incident personally witnessed by the chaplain or concerning an incident involving the chaplain.

334.9 TRAINING

The Department will establish a minimum number of training hours and standards for department chaplains. The training, as approved by the Administrative Sergeant, may include:

- Stress management
- Death notifications
- Symptoms of post-traumatic stress
- Burnout for members of law enforcement and chaplains
- Legal liability and confidentiality
- Ethics
- Responding to crisis situations
- The law enforcement family
- Substance abuse
- Suicide
- Officer injury or death

Emmett Police Department

Emmett PD ID Policy Manual

Chaplains

- Sensitivity and diversity



CITY OF EMMETT
Zoning Commission
Recommendation to City Council

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

Application: Rezone RZ #23-001 with Development Agreement from R-3 (multi-family) to C - Commercial or R-4 Manufactured Home Park

Applicant: Paul Mead

Date of Zoning Commission Public Hearing(s): January 8, 2024

Date of City Council Public Hearing: March 12, 2024

Summary of Public Testimony:

In Favor: Applicant

Neutral:

Opposed: Bobbi Thompson 333 E. 12th and Candy Jasper 353 E. 12th

Recommendation: Recommend approval to the Emmett City Council of Rezone RZ23-001 with a development agreement from R-3 to C-Commercial, or R-4 Manufactured Homes, and adopt the staff report as part of the recommendation. Unanimous decision to recommend approval.

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.

Possible Motion: Council must decide C or R-4 zone as they both allow an RV park.

I make a motion to approve application RZ 23-001, a re-zone from R-3, multi-family, to (C, Commercial or R-4 Manufactured Homes), for property located at 404 E. 12th St, parcel number RP06N01W079413 for applicant Paul Mead, 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 application RZ 23-001 by Paul mead to re-zone property located at 404 E. 12th St, parcel number RP06N01W079413, for the following reason:



CITY OF EMMETT
PLANNING & ZONING DEPARTMENT

STAFF REPORT

DESCRIPTION: REZONE APPLICATION WITH DEVELOPMENT AGREEMENT OF 1.3+/- ACRES FROM R-3 (MULTI-FAMILY) TO C (COMMERCIAL) OR R-4, MANUFACTURED HOME PARK.

APPLICATION # RZ23-001

ZONING COMMISSION HEARING DATE: JANUARY 8, 2024 6:00PM

ZONING COMMISSION HEARING CONTINUED TO: FEBRUARY 5, 2024 6:00 PM

COUNCIL HEARING DATE: MARCH 12, 2024 7:00 PM

APPLICANT: PAUL MEAD
12374 W. FOXHAVEN ST.,
STAR, ID, 83669

PROPERTY OWNER: PAUL MEAD

SUBJECT PROPERTY LOCATION: T 06N; R 01W; SECTION 7; 404 E. 12TH

PARCEL#: RP06N01W079413

STAFF PLANNER: BRIAN SULLIVAN

1. APPLICATION SUMMARY/BACKGROUND:

The applicant, Paul Mead, is requesting approval of a Rezone application with a development agreement on a parcel of land totaling approximately 1.30 acres from R-3 multi-family/apartments to C- commercial or R-4, manufactured home park. The applicant states they would like to build an R.V. park with associated office. The property is located on the north side of E. 12th St and to the east of S. Hayes Ave. and west of S. Johns Ave. The property is bordered on the west and north by public uses, Idaho Transportation Department (ITD) maintenance yard to the east, and single-family residences to the south.

This summary gives a brief description of the application and what is being asked. For information on how this application complies with the comprehensive plan and zoning ordinance, please look at section 5 and 6.

The parcel falls within the *Infill Residential (IR)* designation of the Land Use Map of the Comprehensive Plan.

2. APPLICATION & PROPERTY FACTS:

- A. Site Address/Location: 404 E. 12th
The parcel is in Township 06N, Range 01W, Section 7
- B. Assessor Parcel No(s): RP06N01W079413
- C. Current Owner(s) PAUL A. AND TRACEY L. MEADS
12374 W. FOXHAVEN ST.
STAR, ID, 83669
- D. Applicant(s): Same
- E. Representative: Same
- F. Present Zoning: R-3, multi-family
- G. Present Comprehensive Plan Designation: Infill Residential (IR)
- H. Property Size: Approximately 1.30 +/- acres

3. APPLICATION PROCESS FACTS:

- A. Application Submittal:
The Rezone application was received by the Zoning Department on 11-7-2023.
- 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 December 20, 2023, and February 21, 2024. Notice of this public hearing was mailed to property owners within 300 feet of the subject property in accordance with the requirements of Title 67, Chapter 65, Idaho Code on December 18, 2023 and February 28, 2024. The physical property was posted for the public hearing on December 18, 2023 and will remain thru the Council Hearing.
- 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.
- C. History of Previous Actions on Property: None
- D. Companion Applications: Development Agreement
- E. Response Letters Received from:
 - Gem County Assessor’s Office (no comments)
 - Emmett Public Works (no comments)
 - IT Director (no comment)
 - Idaho Power (no comment)
 - Emmett Fire Department (no comment)

- Emmett Police Department (no comment)
- Candy Jasper, 353 E. 12th St. (see email comments)
- Roberta Thompson, 333 E. 12th St. (see email comments)

4. LAND USE

- A. Existing Land Use(s): Single family home
- B. Description of Character of Surrounding Area
- C. Adjacent Comprehensive Plan, Zoning and Land Use:

	ZONING DESIGNATION	CURRENT LAND USES
North	P, Public	City Owned Water treatment facility, softball field, R.V. Park
South	R-3, multi-family	Single-family residence
East	P, Public	ITD maintenance facility
West	P, Public	City owned park, RV Park

D. Streets and/or Access Information: Parcel has approximately 300’ of frontage on E. 12th St.

5. COMPREHENSIVE PLAN GOALS & POLICIES [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 (C, Commercial or R-4 manufacture home park) complies with the goals and policies of the Comprehensive Plan. The Zoning Commission and City Council must review 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.

Related Excerpts from Comp Plan Chapter 2 Community Health:

4. HOUSING

Housing is one of the most researched social determinants of health. According to a study about unstable housing and its correlation to child and caregiver health in renters, the three forms of housing instability are: being behind on rent, making multiple moves, and homelessness. According to the United States Census Bureau American Community Survey (ACS) Five-Year Estimates, in 2019 51% of Emmett’s households were considered rent-burdened and are assumed to have insufficient funds for other expenses such as food, transportation, and healthcare. The health study previously mentioned, found that households behind on rent show increased odds of poor caregiver and child health, maternal depressive symptoms, child lifetime hospitalizations, and household marital hardships. Families experiencing homelessness or who had to move multiple times experienced similar hardships.

According to ChangeLab Solutions, difficulty in finding access to safe, stable, and affordable housing leads to stress, poor mental health, and reduced access to key health-promoting opportunities. Nationally, other factors such as race, gender, and income are associated with further housing related health risks. These housing related health risks can be compounded over generations. Providing safe, stable, and affordable housing within Emmett can help diminish these community hardships.

Affordability: As housing prices across the US are rising rapidly, maintaining affordable housing stock is important for lower income families as well as middle income families and working individuals. Maintaining rental properties that can provide longevity with limited turnover and ownership opportunities for families can reduce the financial burden of moving. Maintaining a housing stock affordable to the local workforce also encourages investment in the community, as workers are less likely to commute and more likely to spend money and volunteer locally. For low-income families, stable and affordable housing is important for overall mental and physical health.

Location: Housing with access to food, services, and employment can reduce the demand on costly commuting, time away from families and provide essentials for families who need them.

CHAPTER 3 | GOALS AND POLICIES

LAND USE, PROPERTY RIGHTS, AND COMMUNITY DESIGN

1. Protect, maintain, and enhance the historic, quiet, small-town character, and rural atmosphere.

- A. Maintain and improve the quality of established neighborhoods.
- B. Promote high-quality residential developments that build on access to open space, parks, and/or pathways, safe access to schools, and convenient proximity to small-scale neighborhood services.
- C. Implement dark sky standards to protect and preserve Emmett's rural character.

2. Promote an aesthetically pleasing community environment that reflects the values of economic diversity, recreational opportunities, environmental interests, community health, and a sense of security.

- A. Promote a street tree program to encourage beautification of the community

3. Reinforce a compact pattern of growth by promoting compatible infill development and redevelopment within and adjacent to Downtown and existing neighborhoods, and thoughtfully designed and connected new neighborhoods.

- A. Ensure future development will take advantage of existing city services, and avoid patterns of leapfrog, noncontiguous, or scattered development without plans for roadway connections in place.
- B. New neighborhoods should preserve future right-of-way for expected collectors, arterials, local streets, and pathways as defined on the future streets framework and provide roadway and off-street connections.
- C. Prioritize infill development within the Downtown, Downtown Expansion, and Infill Neighborhood land use category.

HOUSING

1. Support development of local workforce housing.

- A. Integrate workforce, attainable, and affordable housing as part of individual neighborhoods and distribute throughout the larger community.
- B. Develop incentives to promote development of housing for the local workforce such as density bonuses or parking reductions.
- C. Encourage the development of housing nearby employment, transportation, schools, parks, and downtown.

2. Provide more opportunities for housing choices.

1. Encourage development of a variety of housing types and densities in newly developing areas that expands housing options, including high-density housing, Accessory Dwelling Units (ADUs or granny flats) and mixed-use buildings within the Downtown.
2. Expand housing options in existing neighborhoods by encouraging:
 - i. Compatible infill development on vacant and underutilized lots within Downtown Expansion and Infill Neighborhood areas.

Infill Residential Neighborhoods (IR)

Key Characteristics

- o Primary Uses: attached single-family; apartments and condominiums, townhomes, duplexes, accessory dwelling units
- o Secondary Uses: small-scale commercial, civic uses, neighborhood parks
- o Suggested Residential Density Range: 12 - 24 units per acre net density

The above sections of the Comprehensive Plan, support the request to re-zone the property from R-3, multi-family to either C, commercial or R-4, manufactured housing.

6. ZONING ORDINANCE 9-3-2B

B. Purpose Statement of Zone:

Residential R District: The purpose of the R district is to permit the establishment of residential dwellings and other uses that are compatible with residential uses. Centralized water and sewer facilities are required in the R district in accordance with section 7-6-2 of this code.

If approved, the development will need to follow section 8-8-5 as described below. This is a land use application, and the following regulation would be enforced during the permit process reviewed by City of Emmett Staff. The following is only for reference but has no bearing on the discussion of the re-zone request, **and is only being provided for information purposes only**. Other improvement requirements not included in 8-8-5 will be part of the application process including but not limited to storm drainage, paving, landscaping, fencing, lighting, trash enclosure, etc.

Sec. 8-8-5. - Trailer court regulations.

A. Site plan.

1. The trailer court shall be located on a well-drained site and shall be so located that its drainage will not endanger any water supply. All such trailer courts shall be in areas free from marshes, swamps or other potential breeding places for insects or rodents.
2. The area of the trailer court shall be large enough to accommodate:
 - a. The designated number of trailer coach spaces.
 - b. Necessary streets and roadways.
 - c. Parking areas for motor vehicles.
 - d. Service area.
3. Each trailer coach space shall contain a minimum of 1,000 square feet and shall be at least 25 feet wide, and shall have a driveway or other clear area with unobstructed access to a public street. Such spaces shall be clearly defined, and trailer coaches shall be parked in such spaces so that there will be a minimum of 15 feet between trailer coaches and so that no trailer coach will be less than five feet from the exterior boundary of the trailer court.

4. It shall be illegal to park a trailer coach less than 20 feet from any street or highway, or so that any part of such trailer coach will obstruct any roadway or walkway.
5. It shall be illegal to allow any trailer coach to remain in a trailer court unless a trailer coach space is available.
6. Access roads shall be provided to each trailer coach space. Each access road shall be continuous, shall connect with a street or highway and shall have a minimum width of 20 feet and shall not be used for parking.
7. Areas shall be provided for the parking of motor vehicles. Such areas shall accommodate at least the number of vehicles equal to the number of trailer coach spaces provided.

B. Sanitary and fire protection regulations.

1. Water supply. An accessible, adequate, safe and potable supply of water shall be provided in each trailer court, capable of furnishing a minimum of 125 gallons per day per trailer coach space. Where a public supply of water of such quality is available, connections shall be made thereto and its supply shall be used exclusively. The development of an independent water supply to serve the trailer court shall be made only after express approval has been granted by the health officer.
2. Plumbing. All plumbing in the trailer court shall comply with state and local plumbing laws and regulations.
3. Sewage disposal. Trailer courts shall be served by a public sewer system when such system is available. In circumstances where such public sewer system is not available, a private disposal system shall be used, subject to approval of the chief of police and/or health officer. Each trailer coach space shall be provided with a satisfactory sewer connection. All sewage disposal apparatus, including appurtenances thereto, shall be provided, maintained and operated so as not to create a nuisance or health hazard.
4. Refuse disposal. The storage, collection and disposal of refuse in the court shall be so managed as to create no health hazards, rodent harborage, insect breeding area, accident hazards or air pollution, and shall be subject to existing sanitary regulations of the city. All refuse shall be stored in flytight, watertight, rodentproof containers which shall be provided in sufficient number and capacity to prevent any refuse from overflowing. Satisfactory container racks or holders shall be provided and shall be located not more than 150 feet from any trailer coach space.
5. Insect and rodent control. Insect control and rodent control measures to safeguard public health, as recommended by the health officer, shall be applied in the trailer court.
6. Electricity. An electrical outlet supplying at least 110 volts shall be provided for each trailer coach space. The installation shall comply with all state and local electrical codes and provisions. Such electrical outlets shall be weatherproof. No power line shall be permitted to lie on the ground or to be suspended less than 18 feet above the ground.
7. Fuel. Liquefied petroleum gas for cooking purposes shall not be used at individual trailer coach spaces unless the containers are properly connected by copper or other suitable metallic tubing. Liquefied petroleum gas cylinders shall be securely fastened in place and adequately protected from the weather. No cylinder containing liquefied petroleum gas shall be located within a trailer coach, nor within five feet of a door thereof.
8. Fire protection. The court area shall be subject to the rules and regulations of the city fire prevention authority.

7. Chapter 18 - DEVELOPMENT AGREEMENTS

• **Sec. 9-18-1. - Intent and purpose.**

The city zoning plan regulates the use of land and structures by assigning uses to one or more districts. Idaho Code § 67-6511A permits a procedure for accommodating specific land uses in the city while continuing to provide for the protection of the public health, safety and welfare. This chapter is intended to provide reasonable standards and procedures in order to:

- A. Implement the goals and policies of the Gem Community Comprehensive Plan;

- B. Preserve and protect the character of the city;
- C. Assure the public health, safety and welfare of present and future citizens of the city;
- D. Protect and enhance the natural resources of the city and integrate new development harmoniously into the city's natural environment;
- E. Protect property rights by balancing the rights of abutting and neighboring landowners to enjoy their property without undue disturbance from abutting or neighboring uses;
- F. Provide for specific land uses in neighborhoods that are determined compatible but prohibited by current zoning;
- G. Improve circulation and reduce traffic congestion and hazards on existing and proposed roadways.

- **Sec. 9-18-2. - Development agreements generally.**

A "development agreement" is a written commitment, as contemplated under Idaho Code § 67-6511A, which, as a condition of rezoning or annexation, specifies the use(s) or use restrictions different from the requirements of a particular zone district, and which may be submitted by an applicant for a zone change or annexation, required by the city council upon recommendation from the planning and zoning commission following the commission's rezone or annexation hearing, or required by the council at the council's rezone or annexation hearing.

- A. By permitting or requiring commitments pursuant to this chapter, the city does not obligate itself to approve a proposed zone change or annexation that is requested concurrent with a proposed development agreement.
- B. Nothing in this chapter shall be construed as relieving the property which is subject to development agreement restrictions from further compliance with all other permit and code requirements of the city.
- C. A development agreement shall only be modified after public hearing by the city council. Major modifications as determined by the planning administrator shall require a hearing and recommendation by the planning and zoning commission prior to hearing by the council.
- D. A development agreement may be terminated by the city council, after public hearing, for failure to comply with any of the commitments expressed in the agreement. Upon termination of the agreement the council shall rezone the property to its prior zoning designation. In the case of an initial zoning designation established at the time of annexation, termination of the agreement shall result in a city zoning designation deemed appropriate by the council and set forth in the terms of the development agreement.

- **Sec. 9-18-3. - Applicability.**

- A. *Use.* Use of development agreements in the annexation or rezoning process may be utilized in any zoning district, regardless of lot size, subject to the standards provided for in this chapter.
- B. *Subsequent actions.* A development agreement shall not prevent the city in subsequent actions applicable to the property, from applying new standards, regulations or policies that do not conflict with the written commitments within the development agreement.
- C. *Encumbrance.* The owner, lessee, or owners of a valid interest in the property and all subsequent property owners of the property encumbered by the development agreement shall comply with all conditions, terms, obligations and duties contained in the development agreement. Failure to comply shall result in termination of the agreement specified in [section 9-18-9](#) of this chapter.

8. 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 are classified 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 the Comprehensive Plan support the Rezone application.

9. STAFF RECOMMENDATION

Staff finds that the proposed Rezone from R-3, multi-family, to either C, commercial or R-4, manufactured housing conforms with the basic intent of the Comprehensive Plan policies. Staff finds the general conformance of this request with the Comprehensive Plan is a key consideration for approval of this application.

At any time during the processing for a rezone application, a request to enter into a development agreement for the subject property may be submitted by the applicant, or may be recommended by the Planning and Zoning Commission at the Commission’s public hearing, or may be required by the City Council at the public hearing.

The applicant has submitted a Development Agreement for your consideration with the allowed use being for an R.V. Park with associated office and park laundry facility.

Specific conditions can be added to a development agreement from the commission or council.

EMMETT CITY ZONING COMMISSION

February 5, 2024

The Emmett City Zoning Commission held a Regular Meeting at 501 E. Main Street, Emmett, Idaho.

Chairman Earls called the meeting to order at 6:00 p.m.

Chairman Earls led the **Pledge of Allegiance**.

Commissioners Present: Gwen Earls, Brian Gregory, Tracy Howard, Kim Butler, Austin Lindstrom

Commissioners Online: none

Commissioners Absent: Larry Jenkins

Staff Present: Zoning Administrator, Brian Sullivan; City Attorney, Jake Sweeten; Recording Clerk Shannon Ferraro

Staff Online: none

Public Present:

Roberta Thompson- 333 E 12th St Emmett

Candice Jasper- 353 E 12th St Emmett

Jace Mead- 12374 W Foxhaven St Star

Paul Mead – 12374 W Foxhaven St Star

Review of Agenda: Chairman Earls asked for all to review agenda

Approval of Minutes: Commissioner Gregory made a motion to approve the January 8, 2024 minutes. Commissioner Lindstrom seconds the motion. **Motion Carried.**

Unfinished Business:

Administrator Sullivan brings forth the previous rezone application from January 8, 2024 meeting. It is a rezone application of 1.3 acres from R3 multi-family to C Commercial or R4 manufactured home park. The application is RZ23-001. The original public hearing was January 8, 2024 and has continued until tonight. The applicant is Paul Mead 12374 W Foxhaven St. Star ID 83669. Paul is also the property owner. The property is located in Township 6N Range 1W Section 7, or 404 East 12th Street. Parcel number is RP06N01W079413.

Last meeting the commission asked that standards for the RV park be presented this meeting. Mr. Mead has brought these for the commission to review.

Administrator Sullivan goes over corrections with wording made by attorney Sweeten to the Development Agreement. There are no questions about the corrections.

Administrator Sullivan brings forth EXHIBIT C "Rules and Regulations of RV Park"

Attorney Sweeten reminds the commission that these are similar to CC&R's and are not enforceable by the city.

Chairman Earls brings to attention this is a recommendation to the City Council. Discussion on enforceability of the rules takes place.

Mr. Mead steps forward and thanks the Commission for their suggestion of the "Rules and Regulations". Safety, appealing to others, and respectfulness are the basis of these.

Chairman Earls requests a motion to close the public hearing.

Attorney Sweeten reminds the Commission that once the hearing is closed, no new information can be added.

Commissioner Gregory **motions to close** the hearing for RZ23-001. Commissioner Butler **seconds**, all in favor. None opposed. **Hearing closed.**

Commissioner Gregory moves to recommend approval to the Emmett City Council of rezone RZ23-001 with a development agreement from R3 to C-Commercial, or R4 Manufactured Homes, and adopt the staff report as part of the recommendation.

Commissioner Butler seconds, all in favor, none opposed.

New Business: none

Items from the Commission: PUD Workshop from Brian Gregory

Items from the Building Official/ Zoning Administrator: none

Next Regular Meeting – March 4, 2024

Chairman Butler made a **motion to adjourn**. Commissioner Gregory seconded the motion. **Motion Carried.**

Meeting adjourned at 6:23 pm

Chairman Gwen Earls

Acting Secretary

EMMETT CITY ZONING COMMISSION
January 8, 2024

The Emmett City Zoning Commission held a Regular Meeting at 501 E. Main Street, Emmett, Idaho.

Chairman Earls called the meeting to order at 6:00 p.m.

Chairman Earls led the Pledge of Allegiance.

Commissioners Present: Gwen Earls, Kim Butler, Brian Gregory, Tracy Howard

Commissioners Online: N/A

Commissioners Absent: Larry Jenkins, Austin Lindstrom

Staff Present: Zoning Administrator, Brian Sullivan; Recording Clerk, Shannon Ferraro,

Staff Online: N/A

Staff Absent: City Attorney, Jake Sweeten

Public Present:

Robert Thompson- 333 E 12th Street, Emmett ID 83617

Candice Jasper- 353 E 12th Street, Emmett ID 83617

Jace Mead- 12374 W Foxhaven Street, Star ID 83669

Paul Mead- 12374 W Foxhaven Street, Star ID 83669

Review of Agenda: Chairman Earls asks if commission members could review the agenda, for today's meeting and minutes for December 4, 2023

Approval of Minutes: Commissioner Gregory made a motion to approve today's agenda, and minutes for December 4, 2023 meeting. Commissioner Butler seconds the motion. All in favor **Motion Carried.**

Chairman Earls: Brings forward the rezone packet RZ23-001. Earls asks if there has been any ex-parte communication in regard to this particular hearing. There were no answers.

Zoning Administrator's Presentation

Brian Sullivan: Rezone application of 1.3 acres R3 multi-family to C commercial or R4 manufactured home park. The application number is RZ23-001. Tonight is the public hearing date. The applicant is Paul Mead, 12374 West Foxhaven Street, Star, ID, 83669. The property owner is also Paul Mead. The subject property is located in Township 6 North, Range 1 West, Section 7, 404 East 12th Street. Parcel number RP06N01W079413. Presented by Brian Sullivan.

The applicant states he would like to build an RV park with an associated office. The property is located on the north side of East 12th Street, east of South Hayes, and west of South Johns. Property is bordered on the west and north by public uses, Idaho transportation yard to the east, and single-family residences to the south. This application is accompanied by a development agreement outlining the allowed uses of a R.V. Park and Office.

Brian describes the definition of what a development agreement is.

Chairman Earls asks how many spaces there will be. Brian responds with Eleven, but there could potentially be 4 more added, that could fit on the property. If the present house is taken down.

Commissioner Gregory inquires about appearance, and if the rezone has anything in it about the appearance of said RV park. Brian replies that a rezone is a land use application, and it does not have any of those standards. The appearance of the frontage comes after the rezone is approved; the city requires landscaping. Brian Sullivan entertains a few more questions from the Commission.

Applicant Presentation:

Paul Mead: States his name and address. He proceeded to explain why he purchased said property. Mr. Mead had a 6-inch sewer line installed at time of purchase in future hopes of building potentially an apartment building. Paul would like to provide affordable housing, which is where the idea of an RV park came from. Paul wants this RV park to be a long-term, month-to-month RV park. Chairman Earls asks about if there will be an age limit on RV's? Mr. Mead responds that he agrees with having some type of regulation. The entrance and exit are discussed. As well as the walking path (adjacent to property), and if there would be a fence put up along the canal. Mr. Mead would not like to put up a fence if it is not needed as of now.

Public input:

Candace Jasper 353 E 12th St. She expresses her and fellow neighbors' concerns about how having an RV park could potentially bring problems for the community there. With more people comes more traffic, more noise, more pets. Also, the potential for illegal activity may exist with the walking path and park next door. Another concern is the upkeep of the property. The age of RV's that will be at the RV park is brought up again.

Brian answers a few questions about the above concerns, and what authority on enforcing those would look like. Mr. Sullivan recommends to the Commission to have applicant bring back specific standards, possibly specific CC&Rs to the Commission for another review, before going to the City Council with the said rezone.

Chairman Earls calls Commissioner Gregory: Gregory calls for CC&Rs to be drafted by applicant and brought forth to the next zoning meeting. As well as plans for management and pet policies to be in place. Chairman Howard and Butler both agree.

Discussion takes place of what is expected at the next meeting in regard to CC&Rs and regulations for Mr. Mead to bring forth.

Chairman Earls requests to continue application RZ23-001 to next month. Commissioner Gregory made a motion to continue the hearing to the next zoning meeting in February, Commissioner Howard seconds. All in favor, **Motion Carried.**

Unfinished Business: none

Items from the Commission: none

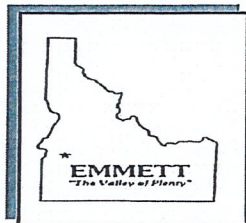
Items from the Building Official/ Zoning Administrator:

Next Regular Meeting Monday February 5, 2024

Meeting adjourned

Chairman Gwen Earls

Acting Secretary



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:

SITE INFORMATION:

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

Quarter: SE Section: 7 Township: 06N Range: 01W Total Acres: 1.2970

Subdivision Name (if applicable): N/A

Site Address: 404 E. 12th St Lot: City: EMMETT Block:

Tax Parcel Number(s): RP-00011000 Current Zoning: R3 Current Land Use: RESIDENTIAL

PROPERTY OWNER:

Name: PAUL MEAD

Address: 12374 W. FOXHAVEN ST

City: STAR State: ID Zip: 83669

Telephone: (208) 954-6784 Fax: -

APPLICANT:

Name: PAUL MEAD

Address: 12374 W. FOXHAVEN ST

City: STAR State: ID Zip: 83669

Telephone: (208) 954-6784 Fax: -

Email: PAUL@THEPERFORMANCEINSIGHT.COM

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

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

Signature and date of Owner: [Signature] 11/5/23

Signature and date of Applicant: [Signature] 11/5/23

Signature: (Owner)

Date

Signature: (Applicant)

Date

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

OFFICE USE ONLY

File No.: R2-23-001 Received By: OPS Date: 11-7-23 Fee: \$760.00 Receipt No: 0294377 0294326

RECEIVED

NOV 07 2023

Letter of Intent

Property Owner:

Paul Mead

Property Address:

404 E 12th St

Emmett, ID 83617

Date: 11/5/23

To the City of Emmett City Council, Zoning Commission and Building Department:

As the owner of the above property since 2007, I'd like to develop the currently R3 zoned property and create a rent friendly RV park with long-term living spaces for the Emmett community. Per prior discussions with the building department, I believe the property would need to be rezoned to achieve this goal. This request appears it would fit the goals of the master comprehensive plan of providing affordable housing options for the city of Emmett.

The property currently has a tenant-occupied, small 2 bedroom 1 bath single family home with storage sheds situated on 1.29 acres of land. Currently the property is underutilized and I would like to bring an additional variety of living arrangements to support the city's housing needs. A fair amount of that land has an irrigation ditch as part of the property which adds to the serene appeal of the property.

The property is located within a short walking distance to a major grocery store, restaurants and other shopping options.

Per the city of Emmett Comprehensive plan the property is located within the boundaries designated as Infill Residential (IR). The idea is to instead of developing multi-family buildings that would require a significant financial investment and thus require a corresponding significant rental rate, is to build housing options that would be able to accommodate more affordable housing via Recreational Vehicles (RV) and/or approved Tiny Homes that meet RV certifications.

I am proposing to build a small RV park with the idea that RV spaces would be rented month to month year round, just like normal rental housing. This would allow people to feel more secure both mentally and physically in their long-term living arrangements knowing that they have a nice, rent friendly, place to live long-term.

I believe this property will support about 15 rv spaces and allow the existing small home to remain for possible use as office, washer/dryer availability and storage for property maintenance. Each space would be built with full utility hookups and internet access to meet

city building code as required. City sewer service was already established back when the property was purchased in 2007. I also anticipate having a personal storage shed for each RV space to help maintain an aesthetically pleasing outdoor living area for all tenants.

My goal is to provide a nice living space at an affordable price that will help the city of Emmett add cost friendly living arrangements to the difficult housing situation we currently have in Idaho. I believe this approach would definitely enhance and be in alignment with the current City of Emmett Comprehensive Plan.

Thanks for your consideration and I look forward to working with you to achieve our goals.

Paul Mead.

Brian Sullivan

From: Steve Kunka
Sent: Sunday, March 3, 2024 10:08 AM
To: Brian Sullivan
Subject: Re: Rezone

Brian,

I apologize, but it does not appear as if I responded to this when it came out in December. I now that people may not like the idea of a RV park but it would be beneficial to a number of residents in our community that are currently living in trailers on either their own property or Family and friends property.

Respectfully,

Chief Kunka
Sent from my iPhone

> On Feb 27, 2024, at 1:24 PM, Brian Sullivan <bsullivan@cityofemmett.org> wrote:

>

> Hello,

>

> Attached is the rezone application for 404 1/2 E. 12th St. You received this in December for the Zoning Commission meeting, and here it is again for the City Council meeting. If you have already responded once, no need to respond again.

>

> Thank you,

>

>

> Brian Sullivan

> Building Official/Zoning Administrator City of Emmett

> 208-365-9569

> bsullivan@cityofemmett.org

> www.cityofemmett.org

>

>

> -----Original Message-----

> From: Voicemail <voicemail@cityofemmett.org>

> Sent: Tuesday, February 27, 2024 1:16 PM

> To: Brian Sullivan <bsullivan@cityofemmett.org>

> Subject: Annex Scan

>

> This E-mail was sent from "RNP002673CB8CC3" (MP C6004).

>

> Scan Date: 02.27.2024 13:16:00 (-0700) Queries to:

> voicemail@cityofemmett.org

>

> <20240227131600864.pdf>

Brian Sullivan

From: Clint Seamons
Sent: Tuesday, February 27, 2024 5:16 PM
To: Brian Sullivan
Subject: RE: Rezone

No Comments at this time.

-----Original Message-----

From: Brian Sullivan <bsullivan@cityofemmett.org>
Sent: Tuesday, February 27, 2024 1:24 PM
To: Steve Kunka <skunka@emmettpolice.com>; Curt Christensen <cchristensen@cityofemmett.org>; Clint Seamons <cseamons@cityofemmett.org>; Mike Knittel <mknittel@cityofemmett.org>; bailey, james B - Emmett, ID <James.B.Bailey@usps.gov>; Richter, Brandi J - Emmett, ID <brandi.j.richter@usps.gov>; assessor@co.gem.id.us; treasurer@co.gem.id.us; Uhrig, Jake <JUhrig@idahopower.com>; lastchanceditch@gmail.com
Cc: Shannon Ferraro <sferraro@cityofemmett.org>
Subject: Rezone

Hello,

Attached is the rezone application for 404¹ E. 12th St. You received this in December for the Zoning Commission meeting, and here it is again for the City Council meeting. If you have already responded once, no need to respond again.

Thank you,

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

-----Original Message-----

From: Voicemail <voicemail@cityofemmett.org>
Sent: Tuesday, February 27, 2024 1:16 PM
To: Brian Sullivan <bsullivan@cityofemmett.org>
Subject: Annex Scan

This E-mail was sent from "RNP002673CB8CC3" (MP C6004).

Scan Date: 02.27.2024 13:16:00 (-0700)
Queries to: voicemail@cityofemmett.org

Brian Sullivan

From: Mike Giery
Sent: Tuesday, December 19, 2023 12:23 PM
To: Brian Sullivan
Subject: RV park at 404 E 12th

No comments from the Fire Department

Sent from [Mail](#) for Windows

Brian Sullivan

From: Steve Kunka
Sent: Tuesday, December 19, 2023 8:24 AM
To: Brian Sullivan
Subject: RE: Annex Scan

No Comment.

Steve O. Kunka
Police Chief
Emmett Police Department
501 East Main Street
Emmett, Idaho 83617
Phone (208)398-2082

-----Original Message-----

From: Brian Sullivan <bsullivan@cityofemmett.org>
Sent: Monday, December 18, 2023 2:38 PM
To: Steve Kunka <skunka@emmettpolice.com>; Curt Christensen <cchristensen@cityofemmett.org>; Clint Seamons <cseamons@cityofemmett.org>; Mike Knittel <mknittel@cityofemmett.org>; Michael Welch <mwelch@gemfireems.org>; bailey, james B - Emmett, ID <James.B.Bailey@usps.gov>; Richter, Brandi J - Emmett, ID <brandi.j.richter@usps.gov>; assessor@co.gem.id.us; treasurer@co.gem.id.us; Uhrig, Jake <JUhrig@idahopower.com>; lastchanceditch@gmail.com
Subject: FW: Annex Scan

Hello all,

Attached is an application for rezone. If you have any comments, please send by January 3, 2024. If you have no comments, please reply to me only, no comment.

Thank you,

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

Brian Sullivan

From: Uhrig, Jake <JUhrig@idahopower.com>
Sent: Monday, December 18, 2023 2:54 PM
To: Brian Sullivan
Subject: RE: Annex Scan

Caution! This message was sent from outside your organization.

[Block sender](#)

Hello Brian,
Idaho Power has no comments regarding this rezone request.

Thank you for the opportunity to comment.

Jake Uhrig

DESIGN LEADER | WESTERN REGION

Idaho Power | Payette Operations Center

1550 S. Main Street | Payette, ID | 83661

Phone 208-642-6278

juhrig@idahopower.com

From: Brian Sullivan <bsullivan@cityofemmett.org>
Sent: Monday, December 18, 2023 2:38 PM
To: Steve Kunka <skunka@emmettpolice.com>; Curt Christensen <cchristensen@cityofemmett.org>; Clint Seamons <cseamons@cityofemmett.org>; Mike Knittel <mknittel@cityofemmett.org>; Michael Welch <mwelch@gemfireems.org>; bailey, james B - Emmett, ID <James.B.Bailey@usps.gov>; Richter, Brandi J - Emmett, ID <brandi.j.richter@usps.gov>; assessor@co.gem.id.us; treasurer@co.gem.id.us; Uhrig, Jake <JUhrig@idahopower.com>; lastchanceditch@gmail.com
Subject: [EXTERNAL] FW: Annex Scan

Hello all,

Attached is an application for rezone. If you have any comments, please send by January 3, 2024. If you have no comments, please reply to me only, no comment.

Thank you,

Brian Sullivan

From: Clint Seamons
Sent: Monday, December 18, 2023 3:17 PM
To: Brian Sullivan
Subject: RE: Annex Scan

No Comment.

-----Original Message-----

From: Brian Sullivan <bsullivan@cityofemmett.org>
Sent: Monday, December 18, 2023 2:38 PM
To: Steve Kunka <skunka@emmettpolice.com>; Curt Christensen <cchristensen@cityofemmett.org>; Clint Seamons <cseamons@cityofemmett.org>; Mike Knittel <mknittel@cityofemmett.org>; Michael Welch <mwelch@gemfireems.org>; bailey, james B - Emmett, ID <James.B.Bailey@usps.gov>; Richter, Brandi J - Emmett, ID <brandi.j.richter@usps.gov>; assessor@co.gem.id.us; treasurer@co.gem.id.us; Uhrig, Jake <JUhrig@idahopower.com>; lastchanceditch@gmail.com
Subject: FW: Annex Scan

Hello all,

Attached is an application for rezone. If you have any comments, please send by January 3, 2024. If you have no comments, please reply to me only, no comment.

Thank you,

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

Brian Sullivan

From: Mike Knittel
Sent: Monday, December 18, 2023 2:50 PM
To: Brian Sullivan
Subject: RE: Annex Scan

No comments

Mike Knittel
IT Director
City of Emmett
501 E. Main St.
Emmett, ID 83617
Office: (208) 398-2100

-----Original Message-----

From: Brian Sullivan <bsullivan@cityofemmett.org>
Sent: Monday, December 18, 2023 2:38 PM
To: Steve Kunka <skunka@emmettpolice.com>; Curt Christensen <cchristensen@cityofemmett.org>; Clint Seamons <cseamons@cityofemmett.org>; Mike Knittel <mknittel@cityofemmett.org>; Michael Welch <mwelch@gemfireems.org>; bailey, james B - Emmett, ID <James.B.Bailey@usps.gov>; Richter, Brandi J - Emmett, ID <brandi.j.richter@usps.gov>; assessor@co.gem.id.us; treasurer@co.gem.id.us; Uhrig, Jake <JUhrig@idahopower.com>; lastchanceditch@gmail.com
Subject: FW: Annex Scan

Hello all,

Attached is an application for rezone. If you have any comments, please send by January 3, 2024. If you have no comments, please reply to me only, no comment.

Thank you,

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

Brian Sullivan

From: Hollie Ann Strang <hstrang@co.gem.id.us>
Sent: Thursday, December 21, 2023 2:47 PM
To: Brian Sullivan
Subject: RE: Annex Scan

Caution! This message was sent from outside your organization.

My office has no comment at this time.

Hollie Ann Strang

-----Original Message-----

From: Brian Sullivan [mailto:bsullivan@cityofemmett.org]
Sent: Monday, December 18, 2023 2:38 PM
To: Steve Kunka <skunka@emmettpolice.com>; Curt Christensen <cchristensen@cityofemmett.org>; Clint Seamons <cseamons@cityofemmett.org>; Mike Knittel <mknittel@cityofemmett.org>; Michael Welch <mwelch@gemfireems.org>; bailey, james B - Emmett, ID <James.B.Bailey@usps.gov>; Richter, Brandi J - Emmett, ID <brandi.j.richter@usps.gov>; Hollie Ann Strang <hstrang@co.gem.id.us>; Megan Keene <mkeene@co.gem.id.us>; Uhrig, Jake <JUhrig@idahopower.com>; lastchanceditch@gmail.com
Subject: FW: Annex Scan

Hello all,

Attached is an application for rezone. If you have any comments, please send by January 3, 2024. If you have no comments, please reply to me only, no comment.

Thank you,

Brian Sullivan
Building Official/Zoning Administrator
City of Emmett
208-365-9569
bsullivan@cityofemmett.org
https://us-east-2.protection.sophos.com?d=cityofemmett.org&u=d3d3LmNpdHlvZmVtbWV0dC5vcmc=&i=NWY3MzZiODczNzUwZmlwZWFkN2VkMjJl&t=KzVMaIVuMGtFUuV0dTI1NHJkNWEvV1BLcmI4RnI1QlB0Z2tvQlJPdk9aWT0=&h=3fc38776ea31480aad02f21c454729df&s=AVNPUEhUTONFTkNSWVBUSVbxiMHcOZKmE-w7x2WIjKS-ywOCXPdKfDbpPrDJePhpn2uLftYZKfDsSITR3G_Ro_c

GEM COUNTY CONFIDENTIALITY DISCLAIMER: This message (including any attachments) may be privileged, confidential and/or protected from disclosure under applicable law. It is intended only for the use of the individual or entity above-named. You are hereby notified that any dissemination, distribution or copying of this communication is strictly

Brian Sullivan

From: Bobbi Thompson <bobbi2ford@gmail.com>
Sent: Wednesday, January 3, 2024 11:38 AM
To: Brian Sullivan
Subject: RV park on 12th St

Caution! This message was sent from outside your organization.

[Block sender](#)

I am not happy about an RV park proposed for 404 E 12th St.
It will be a lot more traffic on 12th which is already well traveled.
I am concerned about the upkeep of the property. It has not been maintained for several years.
Is there going to be an age limit on the RVs. Some of the parks around have some really poorly maintained trailers.
Drugs can also become a problem.
Are animals going to be allowed with what rules.
R L Thompson
333 E 12th St

Brian Sullivan

From: Candy Jasper <ckjasper01@gmail.com>
Sent: Tuesday, January 2, 2024 9:10 PM
To: Brian Sullivan
Subject: Proposal for 404 E 12th St, Emmett

Caution! This message was sent from outside your organization.

Hi! I will be at the zoning meeting, I just wanted to send in writing as well

Overall I am against this proposal. I just built a new home across the street. 1) My home value can decrease by up to 20%, according to the association of realtors, when a residential RV park is put in. 2) there are concerns about an increase in pedestrian and vehicle traffic with this already being a road people speed on. It's the only road in town that the speed limit is over 25 and is busy all the time. 3) that property has not been cared for upkeep wise since purchased in 2008 until recently, what will it look like with several people living on it. 4) all the activity and noise will change the peaceful feel of this area.

If it ends up happening anyway... I am not against affordable housing in general. I am totally aware of what this economy has done to people in mid to low income class.

The concerns are mostly how will the property be cared for and what standards will be in place. These are a few of the things I think are absolute necessities if this goes through that I and my neighbors have questions on. 1) Will there be a limit on how old the RV can be. 2) will a fence be put up. 3) will there be an onsite manager. 4) how will upkeep be enforced. On the residents and the park owner. 5) what will be the rules about if illegal activity occurs on site. 6) what will be the rules about pets. 7) what will be the applicant requirements (sex offenders)

I want to feel safe inside and outside my home. With my mom next door I want that for her too. I want that for the kids that go to the park next door or walk up and down 12th. I just feel like if this stuff is not required to begin with, then we will have no recourse if standards are not set and enforced consistently.

Candy Jasper
208-602-3562

Sent from my iPhone

DEVELOPMENT AGREEMENT
THE CITY OF EMMETT, IDAHO, AND PAUL A. AND TRACEY L. MEAD

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of this ____ day of _____, 2024, by and between the CITY OF EMMETT, a Political Subdivision of the State of Idaho (“City”) and Paul A. Mead and Tracey L. Mead, husband and wife (“Owners”), 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 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 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 Development Standards & Conditions attached 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:

<p>If to City, to:</p> <p>City of Emmett 601 E. 3rd Emmett, Idaho 83617 Attention: Planning Director Telephone: 208-365-9569 Facsimile: 208-365-4651</p>	<p>If to Owner, to:</p> <p>Paul A. and Tracey L. Mead 12374 W. Foxhaven St. Star, ID 83669 Telephone: 208-954-6784</p>
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With copy to:
City Attorney
c/o City Clerk,
501 E. Main
Emmett, Idaho 83617
Telephone: 208-365-5060

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 7.1. 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

Exhibit C- Development Standards & Conditions

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. Agreement Appurtenant To The Project.

8.1 This Agreement, including all covenants and conditions set forth herein, is binding on the Owner, each subsequent owner, and each other person acquiring an interest in the Project, and shall be appurtenant to and run with the Project.

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

STATE OF IDAHO)
) ss.
County of Gem)

On this ____ day of _____, 2024, 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 _____

EXHIBIT A
LEGAL DESCRIPTION

Rezone Parcel:

A tract of land in the Southeast quarter of the Southeast quarter of section 7, Township 6 North, Range 1 West, Boise Meridian, Gem County, Idaho, described as follows:

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 7, Township 6 North, Range 1 West, Boise Meridian;

Thence North on the East line of the said Southwest quarter of the Southeast quarter of the Southeast quarter 329.2 feet to the Northeast corner of the Southeast quarter of the Southwest quarter of the Southeast quarter of the Southeast quarter;

Thence West 43 feet to the West bank of the Sand Hollow Ditch;

Thence South $38^{\circ} 00'$ West along said West bank of ditch, 418 feet to the South line of said Section 7;

Thence East along th Section line 300 feet to the Real Point of Beginning.

**EXHIBIT B
CONDITIONS OF APPROVAL**

General Terms

1. Nothing in this Agreement shall be construed as relieving the Owner or its successors from further compliance with all other permit and code requirements for subsequent applications for the same property. Specifically, the processes and information contained in Title 9 of Emmett City Code shall apply to all future development of the property.
2. Entering into this Agreement shall not prevent the City of Emmett from applying new standards, regulations or conditions that do not conflict with the written commitments within this Agreement in any subsequent actions or applications made for the same property.
3. The applicant, Paul A. and Tracey L. Mead, is _____ for a rezone to _____. The boundaries of said zone shall be as per the rezone ordinance legal description.

Land Uses

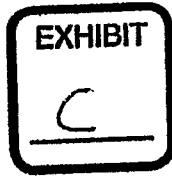
1. The future land uses permitted outright on the property must be consistent with the permitted uses listed below. Uses requiring a special use permit are not allowed. All other land uses are prohibited, unless otherwise allowed through an amendment to this agreement. An amendment to the permitted land 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
R-4: Recreational Vehicle Park	Permitted
C: Office, professional	Permitted

EXHIBIT C

Development Standards & Conditions

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. Mead RV Park – Rules and Regulations. Rules and Regulations are only enforceable by Owner; not the City of Emmett.



MEAD RV PARK

Rules and Regulations

(Proposed)

Your experience at Mead RV Park is very important to us. We appreciate and want to make sure that your stay, the stay of other tenants, our neighbors and the City of Emmett can all be afforded a comfortable, safe, and fulfilling experience. We have outlined rules and regulations to ensure that we maintain a high standard of conduct at Mead RV Park. The rules and regulations will be amended as necessary.

OCCUPANCY

The RV must be owned, have current registration and be insured by the tenant.

No renting or sub-leasing is allowed.

Commercial use of the RV space is not permitted.

Illegal use, nuisance, offensive, or abusive activities will not be allowed.

Abusive, disruptive, or threatening behavior towards neighbors, management or guests will not be tolerated.

Limit noise levels coming from your RV space.

Drug related criminal activity by Tenants or Guests of Tenants will be grounds for immediate eviction.

SPACE APPEARANCE

Be a good neighbor by keeping your space clean and free of clutter.

Tarps, EZ-up canopies, and tents are not allowed.

Only outdoor furniture allowed outside your RV. No inside furniture outside.

No political flags or signs containing vulgarity or profanity will be displayed.

Fencing within an RV space must be approved by management.

Items stored under the RV are prohibited unless approved by management.

Space must be free of trash and debris.

Management reserves the right to enter RV space to perform necessary care and maintenance.

No structures, outside additions, or permanent site improvements by the tenant will be allowed.

RV APPEARANCE/CONDITION

The well-kept appearance of your RV can contribute to the overall experience in this park.

RV exterior must be kept clean and in good repair.

All vehicles must be safe and lawful and in good working order.

Your RV must be well maintained both mechanically and aesthetically.

No tarps allowed for weatherproofing. Only the hoses and wires per the original RV design are allowed. No window A/C units. No peeling decals. No exposed propane tanks. No broken windows or openings covered by cardboard or other non-original coverings.

RV skirting must be approved by management.

PETS

No more than 2 pets per space. (ie 2 dogs or two cats or a dog and cat). No exotics, livestock, or poultry.

No pets will be allowed that are listed as restricted on our property insurance policy.

Pet owners are financially responsible for any injuries or damage caused by their pets. Pets that cause injury or damage will be grounds for immediate removal from property and possible eviction of the tenant.

All pets must be listed on the rental agreement at sign in.

Pets must always be kept on a leash under the control of their owner.

Pet waste must be immediately picked up and disposed of in appropriate trash receptacles.

Noisy, aggressive, vicious, unruly, or poisonous pets are not allowed.

Pets are not to be tethered and left unattended.

Service animals are welcome and subject to the same rules as all other pets.

UTILITY HOOKUPS AND USAGE

If it is found that sewage blockage is due to tenant negligence, the tenant will be assessed charges to make repairs.

Electricity will be metered at each site and will be billed separately each month.

Water, Sewer, and Trash services are included.

Use only standard or biodegradable toilet paper. Do not flush tissues or paper towels of any kind.

Don't flush feminine products, flushable wipes, cotton swabs or any item that could block sewer lines.

Do not pour grease down sinks. Do not use garbage disposals.

Use only RV approved sewer hose. Do not set it directly on the ground.

Water lines, sewer lines, water line hookups and sewer line hookups must be free of leaks.

Do not alter electric, water, or sewer hookups that are provided by Mead RV Park.

All water spigots and hoses must be heated in winter months to avoid frozen pipes.

SAFETY GUIDELINES

Your RV must have RVIA certification. This certificate states that the RV complies with fire code.

RV sites must be clean and free of clutter to reduce fire hazard issues.

The RV itself must not have leaks in water lines or sewer lines.

Lights on or around the RV must not be intrusive or bothersome to other RVers or our neighborhood.

No fireworks allowed.

PARKING OF PERSONAL VEHICLES

All tenant vehicles must be listed on the rental agreement at sign in.

Vehicles must be well maintained and in operable condition.

No oil leaks.

Maximum of two vehicles allowed in each RV space.

Obey 5mph speed limit and be mindful of your neighbors when entering or exiting the RV park.

Driving of recreational vehicles (ATV, UTV, dirt bikes, etc) are prohibited within the park.

Vehicles may not be parked in empty RV spaces or the access roadways within our park.

GUESTS/VISITORS

Guests are welcome. They are subject to the same rules and regulations as our tenants. Tenants are responsible for the actions of their guests. Damages by guests are the responsibility of the tenants.

TRASH

A trash dumpster is provided for the disposal of household trash only. Dispose of large items at the local dump disposal site.

INTERNET SERVICE

Internet WIFI service will be provided free of charge with password access. All efforts will be made to provide acceptable internet speed for normal daily use by tenants.

City of Emmett Council Meeting

February 27, 2024

Regular Meeting

The Emmett City Council held a meeting at 501 E. Main Street, Emmett, Idaho.
Mayor Petrie called the meeting to order at 7:01 p.m.
Mayor Petrie led the Pledge of Allegiance
Hugh Orr offered the Community Invocation

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

Council Present by Phone – None

Council Absent: -

City Attorney: Jake Sweeten

Staff Present: Lyleen Jerome, Brian Sullivan, Mike Giery, Alyce Kelley, Mike Knittel, Clint Seamons

Staff Present by Zoom: None

Public Present: Barbara Huguenin, 3875 Fuller Road; Karen Luther, 1525 N. Substation Rd; Carol & Burton Briggs, 4500 Harvest Ln; Erick Arrington, 8855 Merrill Rd; Hugh Orr, 1110 Royalty Ave; Jethro Batchelor, 904 S. Mckinley; Rashell Jackson, 738 Mill Road

Public Present via telephone: None

Amendments to the Agenda: None

Declaration of Conflict of Interest: None

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

ELECTED OFFICIALS:

Mayor – Mayor Petrie reported to Council his findings on Emmett's 125th anniversary book publication. The basic cost to produce this book is \$28,000.00 no further action will be taken

Mayor proclaimed National Nutrition Month – Presented to Carol Briggs

City Council: Council President Henderson asked the council to consider moving council meeting times from 7:00 p.m. to 5:30 p.m. Mayor announced that he had spoken with the department heads and it is favorable to all to move forward with modifying the starting time of regular meetings.

Announcements and Good of the Order - None

CONSENT AGENDA:

Approval of Minutes – February 29, 2024 – Regular Council Meeting

Approval of Accounts Payables

Approval of Permits – None

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

BUSINESS:

Barbara Huguenin, Callie H. Properties, LLC, requests approval to paint the water tower displaying a cluster of cherries to represent the history of Emmett. Barbara presented her research findings of the cost and regulations pertaining to water towers. No Action Taken,

Justin Walker, Keller Associates Project Manager requests approval of a revised intersection plan. Justin presented a revised intersection plan for the 12th Street/Substation Intersection which would safely accommodate both vehicles and those walking and riding bikes. The new design will be a cost savings and a smaller right-of-way-foot print as compared to the original plan. Councilor Nebeker **MOVED TO APPROVE THE REVISED 12TH STREET/SUBSTATION INTERSECTION PLAN AS PRESENTED.** Seconded by Councilor Butler. Motion carried by voice vote.

Clint Seamons, Public Works Director requests approval for low bid for Locust Booster Station in the amount of \$24,469.22. Council President Henderson **MOVED TO APPROVE LOW BID TO PUMPTECH, LLC IN THE AMOUNT OF \$24,469.22 FOR PUMP REPLACEMENT FOR THE LOCUST BOOSTER STATION.** Seconded by Councilor Resinkin. Motion carried by voice vote.

Alyce Kelley, Library Director requests approval of Joint Powers Agreement with Lynx Library Consortium. Council President Henderson **MOVED TO APPROVE JOINT POWERS AGREEMENT WITH LYNX LIBRARY CONSORTIUM DATED MARCH 1, 2024 WITH THE MAYOR TO SIGN.** Seconded by Councilor Sorenson. Roll call vote: Council President Henderson – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Nebeker – AYE, Councilor Resinkin – AYE, Councilor Sorenson – AYE. **6 AYES, 0-NOES.** Motion Carried.

ACTIVITY REPORTS:

Building Official/City Planner – Brian Sullivan – Reported

City Clerk, Lyleen Jerome – Reported

Fire – Mike Giery – Reported

Library Director, Alyce Kelley – Reported

Police Chief, Steve Kunka – No Report

Public Works, Clint Seamons – Reported

IT Systems Director, Mike Knittel – Reported

City of Emmett Council Meeting

February 27, 2024

Regular Meeting

ADJOURN

Councilor Butler **MOVED TO ADJOURN**. Seconded by Councilor Harris. **Motion carried by voice vote.**

Meeting adjourned at 7:55 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name DANETTE HULBERT

Date Application Received 01/22/24 By SJ

- 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 Lanham
- _____ Emmett Police Name/Records Check
- _____ Gem County Sheriff's Name/Records Check
- _____ Application Approved
- _____ Application Denied
- _____ 3-5-24 Date

Chief of Police (signature) Date

- Fingerprint Results Attached (New only) _____

City Council

- Added to Council Agenda for approval
- City Council Approved Yes No _____
Council Date

Official Permit

- Created _____
- Mailed _____

Tracking # _____



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

Wednesday March 6, 2024

Mayor, City Council:

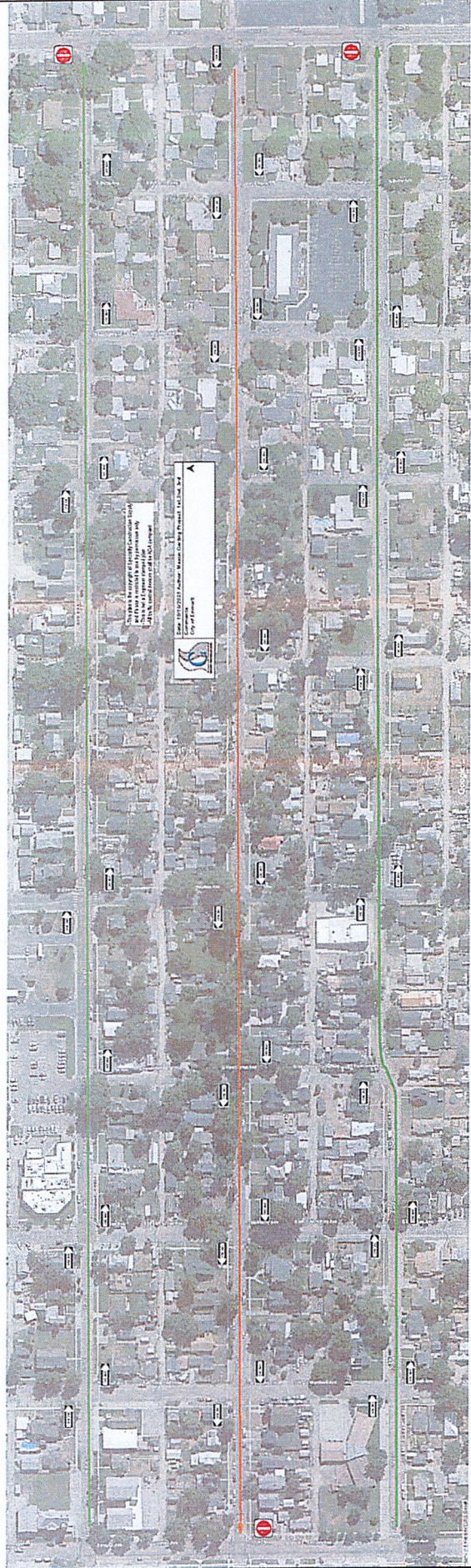
I am requesting a MOTION to approve starting the process to make 1st 2nd and 3rd Streets between Hayes Ave and Pine St into one-way streets. Gem County Chamber of Commerce will be paying for the signage and poles and the city will complete the installation.

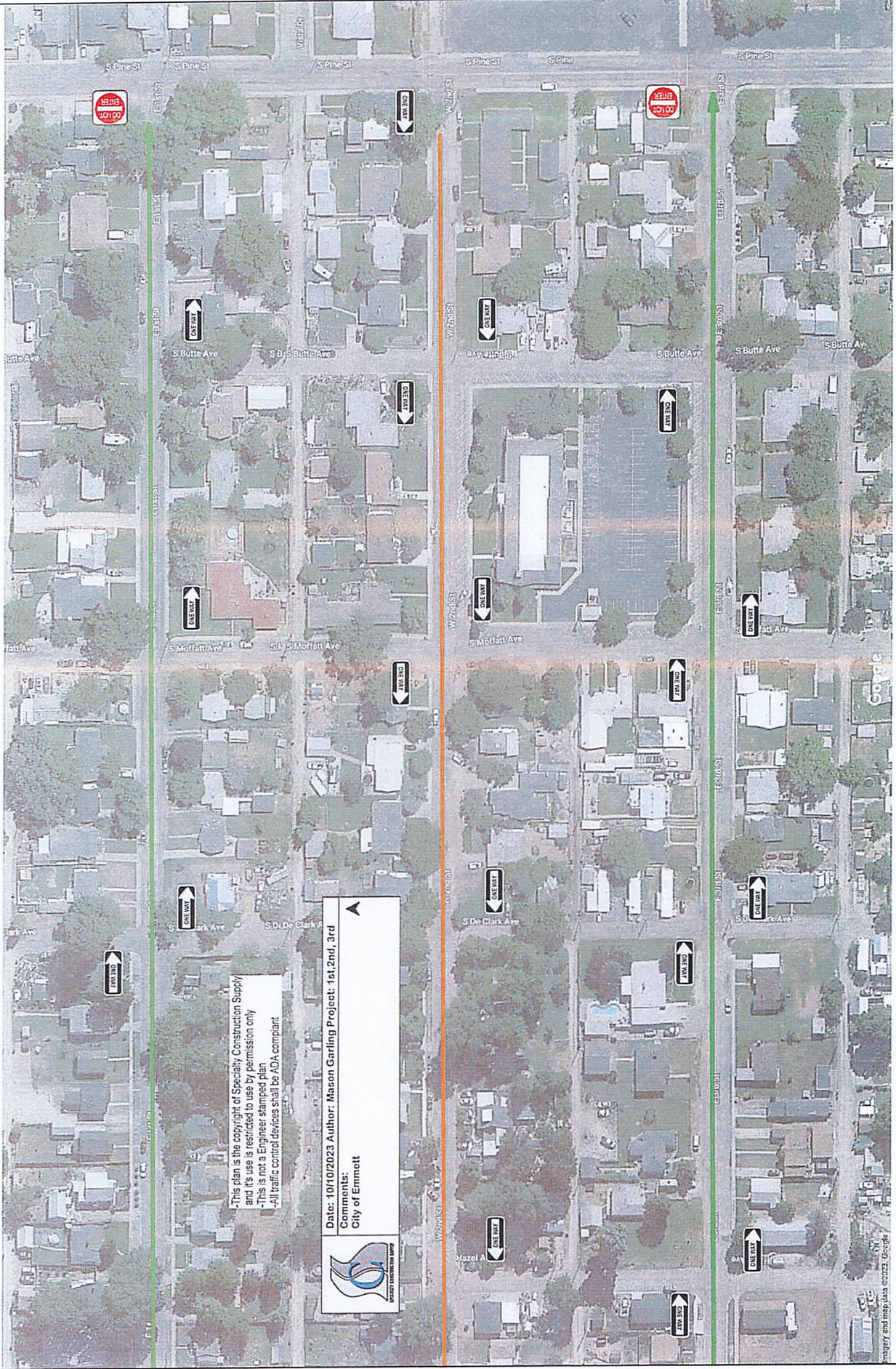
Attached are the project maps and the quote for your review.

If city council approves moving forward with the one-way project. I will work with the City Attorney to follow the proper process to implement the project.

Thank you,

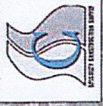
Clint Seamons, Public Works Director

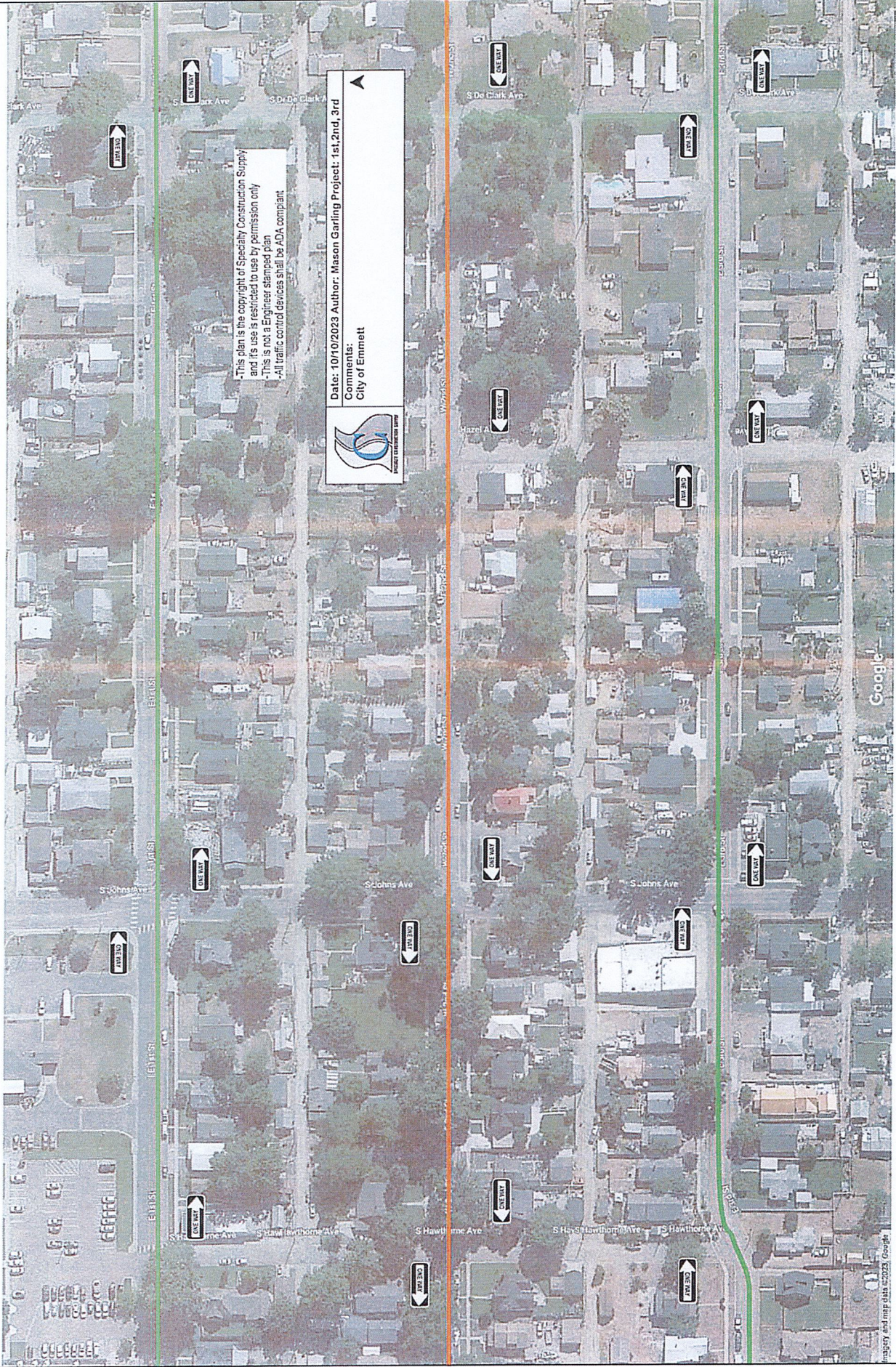




-This plan is the copyright of Specialty Construction Supply and its use is restricted to use by permission only
 -This is not a Engineer stamped plan
 -All traffic control devices shall be ADA compliant

Date: 10/10/2023 **Author:** Mason Garling **Project:** 1st, 2nd, 3rd
Comments:
 City of Emmett







QUOTATION

Contact: Doricela Millan-Sotelo
208-365-9569 x 7 Ext:

Showroom:
1301 N Orchard, Ste 110
Boise, ID 83706
Phone: (208) 605-4650
Website www.ci.idaho.gov

dmillan-sotelo@cityofemmett.org

SHIP TO:

City of Emmett Public Works
601 3rd St
DELIVER BY TRUCK
Emmett, ID 83617

TO:

8355
601 3rd St
Emmett, ID 83617

ATTN: Doricela Millan-Sotelo

ATTN:

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0038355	1/16/2024	01929	CT	Customer Email		OUR DOCK	NET 30
Item	Quantity	UM	Part	Description	Price \$	Extension \$	
001	60.00	EA	STR6-1L36X12ENP	36"X12" ONE WAY LEFT ENP MUTCD STANDARDS ENGINEERED REFLECTIVITY BLACK TEXT AND BORDERS WHITE BACKGROUND ROUNDED CORNERS HOLES TOP AND BOTTOM CENTERED PER DRAWING	43.0000	2,580.00	
002	6.00	EA	STR5-136X36ENP	36X36 DO NOT ENTER SIGN	96.1500	576.90	
003	70.00	EA	SGNBRKAWY	BREAKAWAY POST 2"X10' 14 GAUGE POST Includes post, anchor and hardware.	144.5500	10,118.50	
004	1.00	EA	DELIVERY	PICKUP & DELIVERY SERVICES	80.0000	80.00	
Total for Quote \$							13,355.40

*Invoice forwarded to customer after delivery. *Quote valid for 7 days

*Net 30 or negotiated terms *Cancellations subject to a 25% restocking fee *No custom order cancellations after 5 days.

*Delivery is subject to institutional delay *1.5% monthly service chg on past due accts.

*A fee of \$100 will be assessed on all change orders after the first revision

Deliveries that are delayed by customers for 30 days or more will be invoiced for the full order and charged an additional storage rate of \$1.52 per square foot per day. Rescheduling of shipment(s) by customers can result in an additional fee of up to \$1,000 per rescheduled event.

ORDINANCE NO. O2024-01

AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 1, CHAPTER 5, SECTION 3: MEETINGS OF THE COUNCIL; 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 1, Chapter 5, Section 3, Emmett City Code, is amended by interlineations and additions to read as follows:

“Sec. 1-5-3. - Meetings of the council.

A. *Regular meetings.* Regular meetings of the city council shall be held at ~~7:00~~ 5:30 p.m. on the second and fourth Tuesdays of each month at the city hall, 501 East Main Street, Emmett, Idaho.

B. *Special meetings.* One-half plus one members of the council shall have power to call special meetings of the city council, the object of which shall be submitted to the councilmen in writing, and the call and object, as well as the disposition thereof, shall be entered upon the journal minutes of the council by the city clerk.

C. *Open to public.* All meetings of the council shall be open to the public, except that executive sessions may be closed by the presiding officer pursuant to Idaho Code title 74, chapter 2.“

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 _____, 2024.

City of Emmett, Idaho

ATTEST:

Gordon W. Petrie, Mayor

Lyleen Jerome, City Clerk



Office of the City Clerk
501 East Main Street
Emmett, Idaho 83617

Amended City Council Regular Meeting 2024 Annual Schedule

The City of Emmett has established by ordinance the time and days in which to hold Regular City Council Meetings. These meetings are to be held at 5:30 p.m. on the second and fourth Tuesdays of the month at City Hall, 501 E. Main, Emmett, ID.

Listed below are the dates for City Council Meetings in 2024
As approved by City Council on March 12, 2024

Month	2nd Week	4th Week
March		26th
April	9th	23rd
May	14th	28th
June	11th	25th
July	9th	23rd
August	13th	27th
September	10th	24th
October	8th	22nd
November	5th (1 st Tuesday)	19th (3 rd Tuesday)
December	3 rd (1 st Tuesday)	17th (3 rd Tuesday)