

City of Emmett Council Meeting

October 8, 2019

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

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

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

**Public Present:** Nora Nebeker – 798 S. Hawthorne Ave., Diana Baird – Messenger Index, Gerald Turner – 527 E. 2<sup>nd</sup> St., Judy Jordan – 456 Old Maple, Jan VanHoute – Meridian, ID.

**Amendments to the Agenda:** None

Councilman Nebeker made a **MOTION TO APPROVE THE AGENDA. SECONDED, 6 -AYES, 0- NOES. Motion Carried.**

**Declaration of Conflicts of Interest:** - None

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

Public Hearing: Mayor Petrie called to order a Public Hearing to discuss the Vacation of Alley between Carson Street and Oxley Road. Brian Sullivan, Building Department read the application summary and overview. Mayor Petrie asked three times if anyone would like to speak in regards to the Public Hearing. The Public Hearing was adjourned at 7:09pm. Councilman Nebeker made a **MOTION TO APPROVE THE VACATION OF ALLEY BETWEEN CARSON STREET AND OXLEY ST. AND REFER TO SECTION 6 ADOPTING THE SITE-SPECIFIC CONDITIONS. Seconded. AYES - 6, NOES - 0 Motion Carried.**

**CONSENT AGENDA:**

- A. **Approval of Minutes** – September 24, 2019 - Road Plan Workshop  
September 24, 2019 - Regular Meeting
- B. **Approval of Accounts Payable**

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

**ELECTED OFFICIALS:**

A. **Mayor**

- 1. Chief Kunka gave a presentation about Steely our Drug Canine and his recent training along with his handler Officer Aamodt. City received donations from the Emmett Lions Club and Emmett Area Crime Prevention group to go towards the cost of the training.
- 2. Mayor presented Gem County Gem Lifesavers to First Responders Officers Hunt, Mason, and Leatherman for their rescuing efforts at a recent emergency.

B. **Announcements**

C. **City Council**

**NON-CONSENT AGENDA**

A. **Western Alliance for Economic Development and GCCC Economic Development Foundation**

Tina Gustaveson Wilson requests that the Mayor and Council join the GCCC Economic Development Foundation on October 17, 2019 at 6pm at the Courthouse. Councilman Nebeker made a **MOTION TO MAKE A SPECIAL COUNCIL MEETING TO ATTEND THE WORKSHOP. Seconded. 6 - AYES, 0 - NOES. Motion Carried.**

B. **Approval of Idaho Gem Grant Application. Councilman Stout made a MOTION TO APPROVE THE IDAHO GEM GRANT APPLICATION AND LYLEEN JEROME, CITY CLERK TO OVERSEE THE GRANT. Seconded. 6 - AYES, 0 - NOES. Motion Carried.**

C. **Approval to install decorative rock at Emmett sign at Hwy 16 and Washington. Councilman Henderson made a MOTION TO APPROVE THE INSTALLATION OF THE DECORATIVE ROCK AT THE EMMETT SIGN AT HWY 16 AND WASHINGTON. Seconded. 6 - AYES, 0 - NOES. Motion Carried.**

D. **Approval to sign Certificate of Substantial Completion for the 12<sup>th</sup> street pathway project. Councilman Nebeker made a MOTION TO APPROVE THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE 12TH STREET PATHWAY PROJECT AND FOR THE MAYOR TO SIGN. Roll Call Vote. Council President Welch - Aye, Councilman Stout - Aye, Councilman Henderson - Aye, Councilman Nebeker - Aye, Councilman Alder - Aye, Councilman Resinkin - Aye. Motion Carried.**

E. **Maintaining downtown trees. Councilman Henderson made a MOTION TO APPROVE THE MAINTAINING OF THE HISTORIC DOWNTOWN BETWEEN BOISE AVE AND HAYES AVE AND THE NEW PORTION OF WASHINGTON AVE. Seconded. 6 - AYES, 0 - NOES. Motion Carried.**

City of Emmett Council Meeting

October 8, 2019

F. Utah Reference Network – Memorandum of Understanding. Councilman Nebeker made a **MOTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EMMETT AND THE UTAH REFERENCE NETWORK AND FOR THE MAYOR TO SIGN.** Seconded. Roll Call Vote. Council President Welch - Aye, Councilman Stout - Aye, Councilman Henderson - Aye, Councilman Nebeker - Aye, Councilman Alder - Aye, Councilman Resinkin - Aye. Motion Carried.

**REPORTS:**

**Building Official/City Planner** – Brian Sullivan – No report.

**Deputy City Clerk** – Lyleen Jerome - No report. However informed all the councilman will no longer be able to use their personal emails for City Business due to liability..

**Fire** –Fire Chief – Curt Christensen – No report.

**Library** – Librarian Alyce Kelley – No report.

**Police** –Chief Kunka – No report.

**Public Works** – Clint Seamons – No report.

**System Administrator** – Mike Knittel – Gave Monthly report.

**Engineer** – None

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

Meeting Adjourned at 7:54 p.m.

\_\_\_\_\_  
Mayor Gordon Petrie

\_\_\_\_\_  
Lyleen Jerome, City Clerk

# City of Emmett Council Meeting

October 22, 2019

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

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

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

**Public Present:** Sherry Giddings - 834 S Johns Ave, Patricia Imler - 1882 Stone Dr., Carla Porath - 403 E 2nd St., Diana Baird - Messenger Index, Amy Helmick - Emmett Floral Co, Mark Helms - 1010 E. Phillips St.

**Amendments to the Agenda:** None

Councilman Nebeker made a **MOTION TO APPROVE THE AGENDA. SECONDED, 6 -AYES, 0- NAYES.**  
**Motion Carried.**

**Declaration of Conflicts of Interest:** - None

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

## **CONSENT AGENDA:**

- A. Approval of Minutes – October 8, 2019
- B. Approval of Accounts Payable

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

## **ELECTED OFFICIALS:**

### A. Mayor

1. Proclamation: National Friends of the Library Week Mayor Petrie proclaimed October 20th-26th the National Friends of the Library Week.

2. Gem Community Gem Presentation – Friends of the Library. Mayor Petrie gave a Gem Community Gem Presentation to the Friends of the Library.

### B. Announcements

### C. City Council

## **NON-CONSENT AGENDA**

A. Approval of 4<sup>th</sup> Quarter Financial Report. Lyleen Jerome, City Clerk gave the 4th Quarter Financial Report. Councilman Nebeker made a **MOTION TO APPROVE THE 4<sup>TH</sup> QUARTER FINANCIAL REPORT. Seconded. 6 – AYES, 0 – NAYES. Motion Carried.**

B. Steve Kunka, Chief of Police requested the use of City Hall Parking Lot for DEA's Drug Take Back Day, October 26, 2019. Councilman Henderson made a **MOTION TO APPROVE THE REQUEST OF CHIEF KUNKA TO USE THE CITY HALL PARKING LOT FOR DEA'S DRUG TAKE BACK DAY, OCTOBER 26, 2019. Seconded. 6 – AYES, 0 – NAYES. MOTION CARRIED.**

C. Mike Knittel, Systems Administrator asked for approval of agreement with TEKFINITY, LLC. Councilman Stout made a **MOTION TO APPROVE THE AGREEMENT WITH TEKFINITY, LLC AND HAVE THE MAYOR SIGN. Seconded. Roll Call Vote. Council President Welch - Aye, Councilman Stout - Aye, Councilman Henderson - Aye, Councilman Nebeker - Aye, Councilman Alder - Aye, Councilman Resinkin - Aye. Motion Carried.**

D. Clint Seamons, Director of Public Works asked for approval of relocation of Idaho Sign currently at 12<sup>th</sup> and Washington. The State of Idaho Department of Transportation is requiring that we move the sign. Director Seamons said his hope is to cut it off with as little as possible of damage to the sign and move it to a different location with little to no cost to the City; however, he cannot guarantee that there may be possible damage done to the sign. Councilman Henderson made a **MOTION TO APPROVE RELOCATING THE IDAHO SIGN CURRENTLY AT 12<sup>TH</sup> AND WASHINGTON AVE. UNDER THE DIRECTION OF DIRECTOR SEAMONS. Seconded. 6 – AYES, 0 – NAYES. MOTION CARRIED.**

E. Clint Seamons, Director of Public Work requests the approval of the purchase of the Waste Water Treatment Plant Influent Screen Replacement. Councilman Stout made a **MOTION APPROVE THE REPLACEMENT OF THE WASTE WATER TREATMENT PLANT INFLUENT SCREEN. Seconded. 6 – AYES, 0 – NAYES. MOTION CARRIED.**

F. Clint Seamons, Director of Public Work requests the approval for Construction of a Booster Station on 12<sup>th</sup> Street. Councilman Nebeker made a **MOTION TO APPROVE THE PRELIMINARY STAGES OF CONSTRUCTION OF A BOOSTER STATION ON 12<sup>TH</sup> STREET. Seconded. 6 – AYES, 0 – NAYES. MOTION CARRIED.**

City of Emmett Council Meeting

October 22, 2019

**REPORTS:**

**Building Official/City Planner** – Brian Sullivan – Gave monthly report.

**City Clerk** – Lyleen Jerome - Gave monthly report.

**Fire** – Fire Chief – Curt Christensen – Gave monthly report.

**Library** – Librarian Alyce Kelley – Gave monthly report. The Fall Fundraiser will be “All about Chocolate” on Saturday November 9th.

**Police** – Chief Kunka – Gave monthly report. Discussed Officer Roehr, the Code Enforcement Officer, she is currently finishing attending POST training and will complete her probationary period within a years time.

**Public Works** – Clint Seamons – Gave monthly report. Discussed the INI and how it’s being controlled and mitigated. Director Seamons also discussed at the request of Councilman Stout’s request, the John’s project and its future plans.

**System Administrator** – Mike Knittel – Gave monthly report. Mike gave a report on Small Cell Sites.

**Engineer** – None

Councilman Alder made a **MOTION TO ADJOURN, SECONDED, 6 – AYES, 0 – NOES. Motion Carried.**

Meeting Adjourned at 8:22 p.m.

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**Mayor Gordon Petrie**

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**Lyleen Jerome, City Clerk**

Fee: \$50.00

Date Paid: 8/8/19

APPLICATION FOR NON-COMMERCIAL KENNEL LICENSE

DATE: 31.08.19

NAME: Aleksandr Serdynov PHONE: (208) 936-5214

ADDRESS: 1444 Judo Ln. Emmett, ID. 83617

LOCATION OF KENNEL: 1444 Judo Ln. Emmett, ID. 83617

NUMBER OF DOGS: 6

Signatures of all persons owning or being in possession of homes within 300 feet of the premises upon which the said non-commercial kennel is to be maintained or kept, giving consent to such application.

NAME	ADDRESS	COMMENT
1. JoAnne Waters	1434 Judo Ln.	
2. Roy & Swendell	373 E 12th	
3. Mary Widenwood	333 E 12th	
4. Kelli Whittell	1414 Judo Lane	
5. Russell Liedtke	1456 Judo Ave.	
6. Chris Baxell	207 E. 12 Ave -	
7. Tina McGuffey	426 Hwy 16	
8. Travis Wright	444 Highway 16 Suite 112	
9. Casey Steward	444 Highway 16 Suite 112	
10. Kelly Dame	- see ATTACHED RESPONSE	
11. SEVENTH DAY ADVENT CHURCH	Denise Johnson 440 Hwy 50	
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# CITY OF EMMETT

## Bartender Permit Checklist

*Renewal*

Applicant Name Olivia Duran Date 10/17/19

Date Application Received 10/17/19 By Jeron

- Application Complete
- 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 \_\_\_\_\_
- AS Emmett Police Name/Records Check
- AS Gem County Sheriff's Name/Records Check
- Other \_\_\_\_\_
- 9/1/19 10/28/19 Date \_\_\_\_\_ AS 10/29/19 Date
- Fingerprint Results Attached (New only) \_\_\_\_\_

### City Council

- Added to Council Agenda for approval
- City Council Approved Yes  No  11/12/19
- Council Date

### Official Alcohol License

- Created \_\_\_\_\_
- Mailed \_\_\_\_\_

Tracking # \_\_\_\_\_



# CITY OF EMMETT

## Bartender Permit Checklist

*Renewal*

Applicant Name Cheryl Jones Date \_\_\_\_\_

Date Application Received 10/18/19 By [Signature]

- Application Complete
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached - *none*
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

### Police Department

Background Check \_\_\_\_\_

[Signature]

Emmett Police Name/Records Check

[Signature]

Gem County Sheriff's Name/Records Check

\_\_\_\_\_

Other

[Signature] 10/29/19  
Completed (signature) Date

[Signature] 10-29-19  
Chief of Police (signature) Date

Fingerprint Results Attached (New only) \_\_\_\_\_

### City Council

Added to Council Agenda for approval

City Council Approved Yes  No  11/12/19  
Council Date

### Official Alcohol License

Created \_\_\_\_\_

Mailed \_\_\_\_\_

Tracking # \_\_\_\_\_



# CITY OF EMMETT

## Bartender Permit Checklist

*Renewal*

Applicant Name MARIA De LA LUZ MARIN Date                     

Date Application Received 10/21/19 By *[Signature]*

- Application Complete
- Application Notarized
- ~~N/A~~ Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- ~~N/A~~ Temporary Permit Language added to Receipt (New only)

### Police Department

- Background Check
- [Signature]* Emmett Police Name/Records Check
- [Signature]* Gem County Sheriff's Name/Records Check
- Other
- [Signature]* 10/29/19 *[Signature]* 10/29/19
- Completed (signature) Date Chief of Police (signature) Date
- ~~N/A~~ Fingerprint Results Attached (New only) N/A

### City Council

- Added to Council Agenda for approval
- City Council Approved Yes  No  11/12/19
- Council Date

### Official Alcohol License

- Created
- Mailed

Tracking #





# CITY OF EMMETT

## Bartender Permit Checklist

Applicant Name Brooke Anne Trautt

Date Application Received 10/22/19 By Stephanie

- 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 \_\_\_\_\_
- VB Emmett Police Name/Records Check
- VA Gem County Sheriff's Name/Records Check
- Other \_\_\_\_\_
- Blake 10/29/19 AKL 10-29-19
- Completed (signature) Date Chief of Police (signature) Date
- Fingerprint Results Attached (New only) n/a

### City Council

- Added to Council Agenda for approval
- City Council Approved Yes  No  11/12/19
- Council Date

### Official Alcohol License

- Created \_\_\_\_\_
- Mailed \_\_\_\_\_

Tracking # \_\_\_\_\_



# CITY OF EMMETT

## Bartender Permit Checklist

*Renewal*

Applicant Name Rochelle Russell

Date 10/15/19

Date Application Received 10/15/19

By Person

- Application Complete
- Application Notarized
- N/A Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached -None
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

### Police Department

Background Check \_\_\_\_\_

✓

Emmett Police Name/Records Check

✓

Gem County Sheriff's Name/Records Check

\_\_\_\_\_

Other

9/29/19 10/29/19

Completed (signature) Date

[Signature]

Chief of Police (signature) Date

N/A

Fingerprint Results Attached (New only) N/A

### City Council

Added to Council Agenda for approval

City Council Approved Yes  No

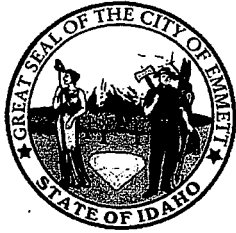
11/12/19  
Council Date

### Official Alcohol License

Created \_\_\_\_\_

Mailed \_\_\_\_\_

Tracking # \_\_\_\_\_



# CITY OF EMMETT

## Bartender Permit Checklist

*Renewal*

Applicant Name Raymond Whitaker Date 10/11/19

Date Application Received 10/11/19 By Jerome

- Application Complete
- Application Notarized
- ~~N/A~~ Fingerprint Receipt Attached (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- ~~N/A~~ Temporary Permit Language added to Receipt (New only)

### Police Department

- Background Check \_\_\_\_\_
- VA Emmett Police Name/Records Check
- VA Gem County Sheriff's Name/Records Check
- Other \_\_\_\_\_
- V Lumber 10/29/19 Completed (signature) Date
- [Signature] 10/29/19 Chief of Police (signature) Date
- ~~N/A~~ Fingerprint Results Attached (New only) N/A

### City Council

- Added to Council Agenda for approval
- City Council Approved Yes  No  11/12/19
- Council Date

### Official Alcohol License

- Created \_\_\_\_\_
- Mailed \_\_\_\_\_

Tracking # \_\_\_\_\_

**Donald Chapman**

**835 W Main Street**

**Emmett ID 83617**

**Emmett City Clerk**

**501 E Main Street**

**Emmett ID 83617**

I would like to address the city council at its next regular scheduled meeting regarding the following:

1. The City of Emmett continues to use my property as a spillway for wastewater. (video and pictures to be provided)
2. The City of Emmett does not run the street sweeper down my curb. (pictures to be provided)
3. The City of Emmett does not adhere to its own policy regarding weed and limb removal near my property. (pictures to be provided)

Please let me know what date I am scheduled for.

Thank you, Donald Chapman



7 October 2019

**CITY OF EMMETT ORDINANCE #O2019-10**

AN ORDINANCE OF THE CITY OF EMMETT, GEM COUNTY, IDAHO, AMENDING TITLE 6 OF THE EMMETT MUNICIPAL CODE BY ADDING CHAPTER 4, PROHIBITING THE USE OF HAND HELD MOBILE ELECTRONIC DEVICES WHILE DRIVING EXCEPT UNDER CERTAIN CONDITIONS, PROVIDING FOR AN INFRACTION FINE OF \$100.00 AND PROVIDING FOR EXCEPTIONS; BY PROVIDING FOR A SEVERABILITY CLAUSE; AND BY PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, texting and communicating on wireless devices while driving a motor vehicle can create hazards for residents and visitors; and

WHEREAS, the Emmett City Council finds it is in the interest of public safety to restrict such activity.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF EMMETT, AS FOLLOWS:

Section 1. Title 6 of the Emmett Municipal Code is amended by the addition of a new Chapter 4 as follows:

6-4-1: PURPOSE: Drivers who communicate on hand held wireless devices such as cell phones while driving, cause a distraction which create hazards to motorists, passengers and pedestrians. Restricting the use of hand held wireless devices by drivers will promote public safety.

6-4-2: DEFINITIONS:

"Actual Physical Control" shall mean being in the driver's position of the motor vehicle with the motor running or with the motor vehicle moving.

"HandsFree Wireless Telephone" shall mean a mobile telephone that has an internal feature or function, or that is equipped with an attachment or addition, whether or not permanently part of such mobile telephone, by which a user engages in a conversation without the use of either hand. A HandsFree Wireless Telephone may include a cellular phone, provided the phone is mounted to the interior of the motor vehicle and is not handheld.

"Mobile Electronic Device" shall mean any handheld portable electronic equipment capable of providing wireless or data communication between two or more persons or of providing amusement, including but not limited to a cellular phone, text messaging device, paging device, personal digital assistant, laptop computer, video or music player or digital photographic device, but does not include an amateur radio, any audio equipment or any equipment installed in a motor vehicle for the purpose of providing navigation or communication for essential public services, emergency assistance to the operator of the motor vehicle, or video entertainment to the passengers in the rear of the motor vehicle.

“Use” shall mean holding a Mobile Electronic Device while talking or listening to another person on the telephone, text messaging, or sending an electronic message via a Mobile Electronic Device. Use shall not include the use of a HandsFree Wireless Telephone.

6-4-3: USE OF WIRELESS COMMUNICATION DEVICES: The Use of a Mobile Electronic Device by a person in Actual Physical Control of a motor vehicle on a public road or highway within the city limits of Emmett shall be unlawful except as otherwise provided in Section 6-4-4.

6-4-4: EXCEPTIONS: The prohibitions set forth in this chapter shall not be applicable to the following drivers:

- A. An operator of a motor vehicle who uses a HandsFree Wireless Telephone.
- B. A law enforcement officer, a member of a paid or volunteer fire department, or an operator of an authorized emergency vehicle while in the actual performance of their official duties during a service call or an operator of public service vehicle during the performance of an essential public service function;
- C. An operator of a motor vehicle who is parked in a motor vehicle in a parking space or who is pulled off the side of the street and outside of a traffic lane;
- D. The operator of a motor vehicle using a Mobile Electronic Device while in Actual Physical Control of motor vehicle with one hand on the steering wheel, only if the operator has reason to fear for his life or safety, or believes that a criminal act may be perpetrated against himself or another person; or
- E. The operator of a motor vehicle using a Mobile Electronic Device while in Actual Physical Control of motor vehicle with one hand on the steering wheel to report to appropriate authorities a fire, a traffic accident, a serious road hazard or medical or hazardous materials emergency, or to report the operator of another motor vehicle who is driving in a reckless, careless or otherwise unsafe manner or who appears to be driving under the influence of alcohol or drugs. The telephone records of a Mobile Electronic Device or the testimony or written statements from appropriate authorities receiving such calls shall be deemed sufficient evidence of the existence of all lawful calls made under this paragraph.

6-4-5: PENALTY: A person violating any provision of this chapter shall be guilty of an infraction, punishable by a fixed penalty of one hundred dollars (\$100.00). No motor vehicle points or automobile insurance eligibility points shall be assessed for any such offense.

Section 2. Severability Clause. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 3. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication according to law

PASSED AND ADOPTED BY THE EMMETT CITY COUNCIL and approved by the Mayor  
this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Gordon W. Petrie, Mayor

ATTEST:

\_\_\_\_\_  
Lyleen Jerome, City Clerk



**CITY OF EMMETT**  
Zoning & Public Works  
Department  
601 E. 3rd Street

Zoning & Public Works

Brian Sullivan:  
[bsullivan@cityofemmett.org](mailto:bsullivan@cityofemmett.org)  
Clint Seamons  
[cseamons@cityofemmett.org](mailto:cseamons@cityofemmett.org)  
Ph: (208) 365-9569  
Fax: (208) 365-4651

November 7, 2019

Mayor and Emmett City Council,

The acting agent for Moulton Minor Subdivision, Kevin Borah, is requesting a waiver to Emmett Subdivision Ordinance 10-4-2, curb, gutter, sidewalks, and storm drainage facilities for a 2-lot subdivision. The property is located 2408 S. Mill Road in the South ½ of Government Lot 3, Section 18, T. 6 N, R. 1 W., B.M., Gem County, Idaho.

The property lies within the Emmett Area of City Impact. Emmett City Ordinance O2007-15 allows these improvements to be waived if approved by Emmett City Council prior to any application being submitted to Gem County. These improvements have been waived on prior applications.

[ X ] Concur for the following reason

- **The Zoning Dep. and Public Works concur with the request to allow a waiver to the requirements of installation of curb, gutter, sidewalk, and storm drainage facilities due to the fact that there are no improvements in close proximity to this area.**

Proposed Motion:

I make a motion to waive the requirements of Emmett City Code 10-4-2 for the installation of curb, gutter, sidewalk, and storm drainage for the proposed Moulton Subdivision located at 2408 S. Mill Road.

Sincerely,

A handwritten signature in black ink that reads "Brian Sullivan". The signature is fluid and cursive.

Brian Sullivan  
Building / Zoning Administrator





Sawtooth Land Surveying, LLC

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

VARIANCE LETTER  
MOULTON SUBDIVISION  
NOVEMBER 5, 2019

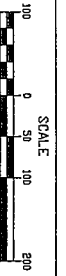
City of Emmett,  
Attn: Brian Sullivan

Please accept this letter as a request for a variance for Moulton Subdivision, located at 2408 S. Mill Road.

- a) We are requesting that the requirement for curb, gutter, sidewalk and storm drainage be waived by the City of Emmett, as there is no curb, gutter, sidewalk or storm drainage in close proximity to this proposed development.
- b) The owner and developer of the property is Steve Moulton.
- c) This variance request is required as a part of the subdivision application process with Gem County.
- d) This proposed subdivision consists of two lot.

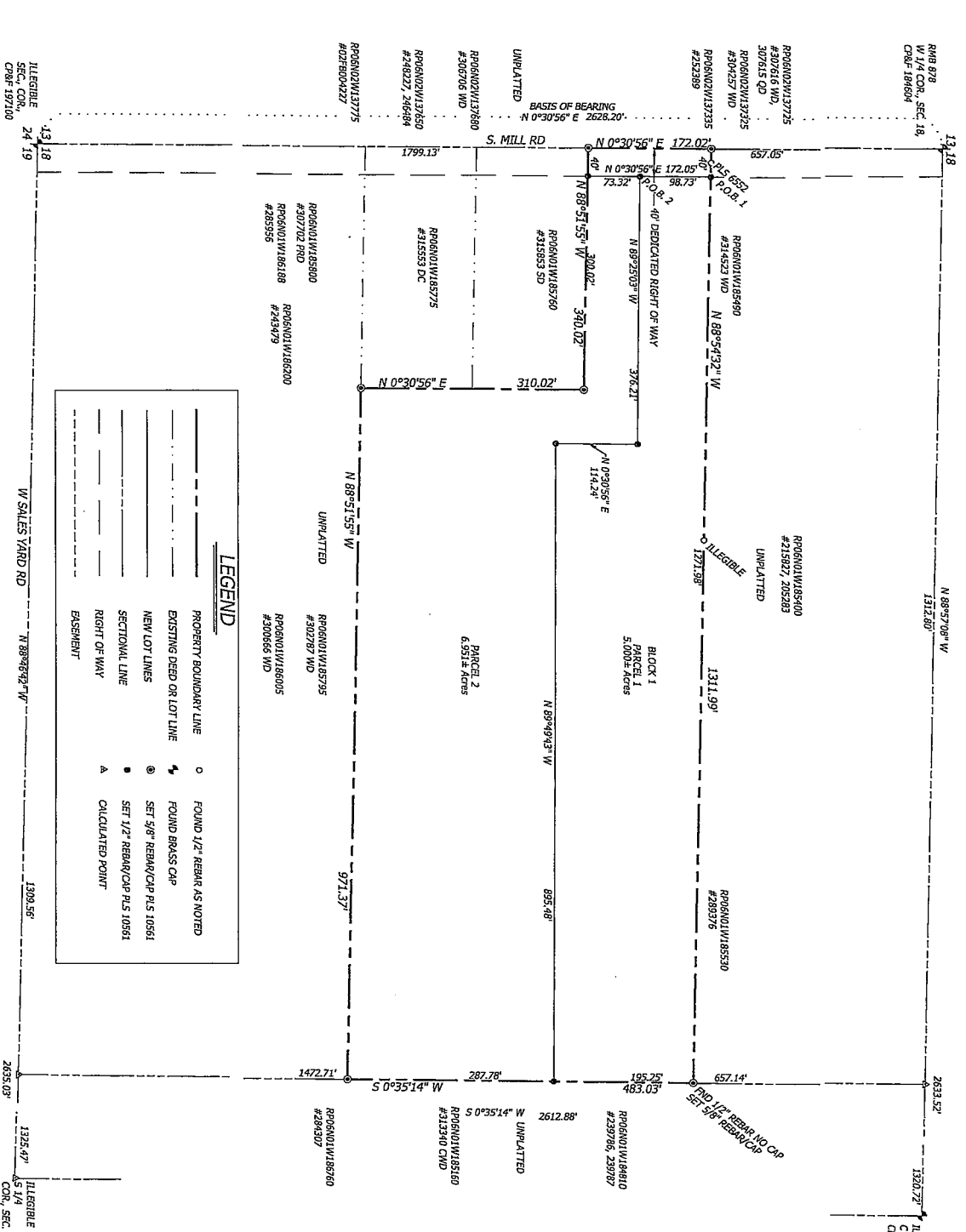
Should you have further questions or concerns please contact Kevin Borah or Amy McCoy at Sawtooth Land Surveying. 208-398-8104.

Thank You  
Kevin Borah, PLS



MOULTON SUBDIVISION MIN-XX-XXX  
 LOCATED IN THE SOUTH 1/2 OF GOVERNMENT LOT 3 OF SECTION 18,  
 T. 6 N., R. 1 W., B.M., GEM COUNTY, IDAHO  
 2018

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_



**LEGEND**

○	FOUND 1/2" REBAR AS NOTED
○	FOUND BRASS C/P
⊙	SET 3/8" REBAR/CAP PLS 10861
●	SET 1/2" REBAR/CAP PLS 10861
▲	CALCULATED POINT
---	PROPERTY BOUNDARY LINE
---	EXISTING DEED OR LOT LINE
---	NEW LOT LINES
---	SECTIONAL LINE
---	RIGHT OF WAY
---	EASEMENT

**NOTES:**

1. THE EXISTING ZONING OF THIS SUBDIVISION IS A2.
2. PER I.C. § 3-308(2), THIS PLAT IS WITHIN THE LAST CHANCE REVIEW PERIOD. THE LOTS SHOWN HEREON ARE SUBJECT TO ASSIGNMENTS FROM A SHARED DITCH CO. IRRIGATION DISTRICT AND ARE ELIGIBLE TO RECEIVE WATER FROM LAST CHANCE DITCH CO. IRRIGATION DISTRICT.
3. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE GEM COUNTY APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAT.
4. THIS DEVELOPMENT RECOGNIZES SECTION 22-493 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN (1) ONE YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION OF THE AGRICULTURAL FACILITY OR EXPANSION WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
5. ANY FUTURE STRUCTURES ERECTED WITHIN THE SUBDIVISION SHOWN HEREON SHALL REMAIN OUTSIDE ANY PUBLIC UTILITY, DRAINAGE AND IRRIGATION EASEMENTS, AND SHALL MEET ALL REQUIRED GEM COUNTY BUILDING SETBACKS.
6. THERE IS A 10 FOOT WIDE PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT ADJACENT TO ALL BOUNDARY AND LOT LINES WITHIN THIS SUBDIVISION.

**REFERENCES:**

R1 R.O.S. INSTR. NO. 127101  
 R2 R.O.S. INSTR. NO. 126298  
 R3 WARRANT DEED 241276



OWNER: STEVE D MOULTON

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



SAWTOOTH Land Surveying, LLC  
 WWW.SAWTOOTHLS.COM  
 586877 10/13/18 11/20/18 103XVW/DRT CHECKED BR/ JDB/BS 10/13/18 103XVW/DRT 10/13/18 103XVW/DRT



## **CITY OF EMMETT ORDINANCE #02019-11**

AN ORDINANCE VACATING AN ALLEY LOCATED IN THE CITY OF EMMETT, IDAHO; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND DELIVER A QUITCLAIM DEED CONVEYING THE PUBLIC RIGHT-OF-WAY (ALLEY) TO THE OWNERS OF THE ADJACENT LAND; AND PROVIDING FOR AN EFFECTIVE DATE:

WHEREAS, this parcel of land known as the alley in Block 18 of Riverside Addition to Emmett, Idaho, located in the SW  $\frac{1}{4}$  of Section 6, T.6N., R.1W., Boise/Meridian, City of Emmett, Gem County, Idaho, as shown on file in Book 1 of Plats at page 39, Gem County Records;

WHEREAS, Sawtooth Land Surveying and Joseph Lanham have petitioned the Mayor and City Council to vacate 3,180 sq. ft. of this parcel of land (alley) located between Carson Street and Oxley Road running north and south;

WHEREAS, the Emmett City Council, pursuant to public notice as required by law, held a public hearing on October 8, 2019 at 7:00 o'clock p.m., on the proposed vacation as shown in Exhibit A;

WHEREAS, the Emmett City Council approved the vacation with the following conditions:

- 1) The City of Emmett Public Works Department and Sawtooth Land Surveying must adhere to all required elements of Idaho Code 50, Chapter 13 pertaining to the vacation of a public right-of-way as part of this application;
- 2) As approved, Sawtooth Land Surveying must follow any procedures required of the City Council to convey the public property to Joseph Lanham including the preparation of new legal descriptions of the specific boundary to be vacated;
- 3) The applicant shall comply with the comments from Intermountain Gas and Idaho Power to create a Public Utility Easement in the vacated alley, Public Utility Easement Legal Description as shown in Exhibit B;
- 4) No structure can be placed over public easements for utilities;
- 5) Joseph Lanham and any subsequent owner accepts maintenance responsibility for that portion of the alley right-of-way that is abandoned and deeded to them, and
- 5) As a condition of approval, the Council voted to adopt the staff report.

WHEREAS, City of Emmett Planning and Zoning has verified compliance with all conditions of approval;

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

Section 1: The 3,180 sq. ft. of Public right-of-way (alley) is hereby vacated.

Section 2: The Mayor and City Clerk are directed to execute and deliver a quitclaim deed conveying the vacated right-of-way to Joseph Lanham.

Section 3: This Ordinance shall take effect and be in force from and after its passage, approval and publication as required by law. This Ordinance shall be recorded with the Gem County Recorder. The City Clerk is hereby directed to provide all notices of this ordinance as is required by law.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



## Sawtooth Land Surveying, LLC

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

560 W. Canfield Ave., #200  
Coeur d'Alene, ID 83815  
P: (208) 714-4544  
F: (208) 719-0404

1410 Lincoln Ave., Ste. G  
Jerome, ID 83338  
P: (208) 329-5303  
F: (208) 324-3821

October 10, 2019  
Block 18 Alley Description  
**EXHIBIT A**

**BASIS OF BEARINGS** for this description is North  $1^{\circ}29'44''$  East between the aluminum cap marking the S1/4 corner of Section 6 and the 5/8" rebar marking the C1/4 corner of Section 6, both in T. 6 N., R. 1 W., B.M., Gem County, Idaho.

A parcel of land being all of the alley located in Block 18, of the plat of the Riverside Addition to Emmett, as shown on file in Book 1 of Plats at Page 39, Gem County Records, and located in the SE1/4 of Section 6, T. 6 N., R. 1 W., B.M., City of Emmett, Gem County, Idaho, more particularly described as follows;

**COMMENCING** at a 5/8" rebar PLS 14221 marking the intersection of N. Boise Ave. and Carson Street;

Thence South  $89^{\circ}43'43''$  East, coincident with the centerline of said Carson Street, 30.00 feet;

Thence North  $0^{\circ}17'12''$  East, 30.00 feet to a 5/8" rebar PLS 14221 marking the southwest corner of Lot 3, Block 18, of said Riverside Addition to Emmett;

Thence South  $89^{\circ}43'43''$  East, coincident with the south line of said Lot 3, Block 18, of said Riverside Addition to Emmett, 141.89 feet to a 5/8" rebar PLS 14221 marking the southwest corner of the alley in Block 18, of said Riverside Addition to Emmett and the **POINT OF BEGINNING**;

Thence North  $0^{\circ}14'20''$  East, coincident with the west line of said alley, 199.95 feet to a 5/8" rebar PLS 14221 on the southerly right of way of Oxley Road;

Thence North  $55^{\circ}05'46''$  East, coincident with said southerly right of way of Oxley Road, 0.16 feet to the north line of said alley;

Thence South  $89^{\circ}44'39''$  East, coincident with said north line of alley, 15.87 feet to a 1/2" rebar PLS 6552 as shown on ROS Inst. No. 192213 Gem County Records, and marking the northeast corner of said alley;

Thence South  $0^{\circ}14'20''$  West, coincident with the east line of said alley, 200.05 feet to a 5/8" rebar PLS 14221 marking the southeast corner of said alley;

Thence North  $89^{\circ}43'43''$  West, coincident with the south line of said alley, 16.00 feet to the **POINT OF BEGINNING.**

The above described parcel contains 0.073 acres more or less.



T. 6 N., R 1 W., B.M.

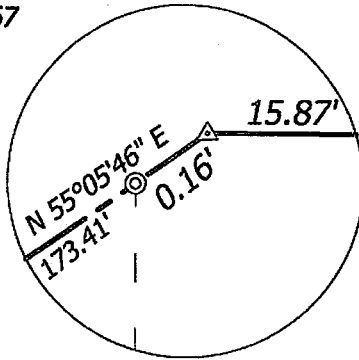
EXHIBIT A

OXLEY RD.



C1/4 COR. SEC. 6  
CPF 133067

15.87'  
S 89°44'39" E



16' PLS 6552

N 1°29'44" E 2626.70'  
BASIS OF BEARINGS

199.95'  
N 0°14'20" E  
ALLEY 0.073 AC.±  
200.05'  
S 0°14'20" W

30.00'  
N 0°17'12" E

141.89'  
S 89°43'43" E  
157.89'

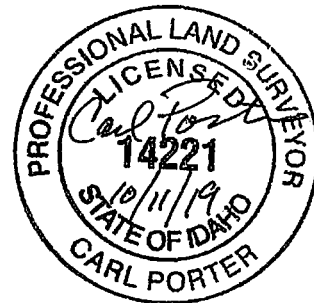
FND. PK  
RESET

S 89°43'43" E

CARSON ST.

N. BOISE AVE.

S1/4 COR. SEC. 6  
CPF 299886



PROJECT:

BLOCK 18 ALLEY  
GEM COUNTY, IDAHO

OWNER/DEVELOPER:

JOE LANHAM

DATE: 10/2019



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

WWW.SAWTOOTHLS.COM

DWG #  
19229-EX

PROJECT#  
19229

SHEET  
1 OF 1





## Sawtooth Land Surveying, LLC

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

560 W. Canfield Ave., #200  
Coeur d'Alene, ID 83815  
P: (208) 714-4544  
F: (208) 719-0404

1410 Lincoln Ave., Ste. G  
Jerome, ID 83338  
P: (208) 329-5303  
F: (208) 324-3821

November 7, 2019  
Public Utilities Easement Legal Description  
**EXHIBIT B**

A 15-foot strip of land for the purpose of a Public Utility Easement, being a portion of Block 18, of the plat of the Riverside Addition to Emmett, as shown on file in Book 1 of Plats at Page 39, Gem County Records, and located in the SE1/4 of Section 6, T. 6 N., R. 1 W., B.M., City of Emmett, Gem County, Idaho, more particularly described as follows;

**COMMENCING** at a 5/8" rebar PLS 14221 marking the intersection of N. Boise Ave. and Carson Street;

Thence South 89°43'43" East, coincident with the centerline of said Carson Street, 30.00 feet;

Thence North 0°17'12" East, 30.00 feet to a 5/8" rebar PLS 14221 marking the southwest corner of Lot 3, Block 18, of said Riverside Addition to Emmett;

Thence South 89°43'43" East, coincident with the south line of said Lot 3, Block 18, of said Riverside Addition to Emmett, 150.38 feet to the **POINT OF BEGINNING**;

Thence North 0°14'20" East, parallel with the east line of the alley in said Block 18, a distance of 104.00 feet;

Thence South 89°43'43" East, parallel with the south line of said Block 18, a distance of 15.00 feet;

Thence South 0°14'20" West, parallel with said east line of the alley in Block 18, a distance of 104.00 feet to the south line of said Block 18;

Thence North 89°43'43" West, coincident with said south line of Block 18, a distance of 15.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1560 square feet more or less.



T. 6 N., R 1 W., B.M.  
EXHIBIT B

OXLEY ROAD



© C1/4 COR. SEC. 6  
CPF 133067

VACATED ALLEY

L1

NEW PUBLIC UTILITY  
EASEMENT

N 0°14'20" E 104.00'

1560 SQ. FT.

S 0°14'20" W 104.00'

POB L2

1

2

3

7

6

5

4

N 0°17'12" E  
30.00'

PLS 14221

S 89°43'43" E 150.38'

FND. PK  
RESET 5/8" REBAR PLS  
14221

30.00'

S 89°43'43" E  
BASIS OF BEARINGS

CARSON ST.

N. BOISE AVE.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°43'43" E	15.00'
L2	N 89°43'43" W	15.00'



PROJECT:

PUBLIC UTILITIES EASEMENT  
GEM COUNTY, IDAHO

OWNER/DEVELOPER:

JOE LANHAM

DATE: 11/2019



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

WWW.SAWTOOTHLS.COM

DWG #  
19229-EX

PROJECT#  
19229

SHEET  
1 OF 1

LEASE  
AGREEMENT

Lease agreement dated October 16<sup>th</sup>, 2019 ("Lease"), between the City of Emmett, Idaho ("Landlord") and Ray Bolinger, whose address is 13129 South Tampico Place, Kuna Idaho 83634 ("Tenant").

WITNESSETH

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

The term of this Lease is for a period commencing on November 12<sup>th</sup>, 2019 and terminating on January 1<sup>st</sup>, 2039 under the following terms and conditions:

1. **RENT**: Tenant shall pay Landlord rent in advance annually. The rent will be \$50.00 more per year than the rent for two (2) tie-down spaces at the Emmett Airport. Rent will be \$500.00. Rent is due on or before January 1 of each year. Landlord may, by resolution of the Emmett City Council, periodically adjust the rent. Any such adjustment shall become effective for the next annual rental payment due. Such adjustments shall not occur more frequently than once each year.
2. **PROPERTY OF TENANT**: Tenant shall obtain property insurance on all Property of Tenant located on the Premises and hereby releases and discharges Landlord of and from any liability for damage to the Property of Tenant. "Property of Tenant" shall mean and include all personal property of Tenant including structures, equipment, furniture, and personal belongings kept or used on or installed in the Premises that are owned by and separately assessed to Tenant.
3. **WARRANTIES**: There are no warranties by Landlord. Tenant, in executing this Lease, is relying upon its own judgment, information and inspection of the Premises.
4. **ENTRY BY LANDLORD**: Landlord shall have the right to enter the Premises at any reasonable time to examine the same and determine that Tenant is complying with the terms of this Lease.
5. **INDEMNIFICATION**: Tenant agrees to indemnify, defend and hold harmless Landlord and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in

connection with the acts and/or any performances or activities of Tenant, Tenant's agents, Tenant's employees, Tenant's representatives, Tenant's invitees, or any other person allowed on the Premises by Tenant.

6. **HAZARDOUS WASTE AND HAZARDOUS MATERIALS:** Tenant agrees not to store, generate, or otherwise use or bring upon the Premises, any hazardous waste as defined by Federal, State or local laws and regulations. All hazardous materials shall be stored and disposed of strictly in accordance with any State or Federal regulations. Tenant shall hold Landlord harmless from any liability associated with Tenant's use or possession of hazardous materials.
  
7. **USE OF PREMISES:** Tenant will construct a hangar on the Premises for aeronautical purposes, primarily to store, maintain and construct aircraft. Except for hazardous materials, non-aeronautical items may be stored in the hangar provided the items do not interfere with the aeronautical use of the hangar. Items are generally considered to interfere with the aeronautical use of the hangar when they impede the movement of aircraft in and out of the hangar, or displace the aeronautical contents of the hangar. Tenant shall, at all times, comply with all laws, regulations and ordinances associated with the use of the Premises. Tenant shall not construct any additional buildings on the Premises without first obtaining Landlord's written permission. Tenant's use of the Premises shall not be changed without the written consent of Landlord. All use and operation on the Premises shall be in strict accordance to all applicable Local, State and Federal (FAA) rules and regulations.
  
8. **USES NOT PERMITTED:** Tenant shall not use and Tenant shall not permit anyone else to use the Premises for any of the following purposes:
  - (a) The operation of any business without written permission from the Landlord;
  - (b) Construction of any additional buildings without Landlord's written permission;
  - (c) Aircraft construction and maintenance not in accordance with Federal Aviation Regulations;
  - (d) Any residential use;
  - (e) The storage of any refuse or trash;
  - (f) Smoking by anyone in the hangar;

(g) Running the aircraft engine in the hangar;

(h) Fueling or de-fueling the aircraft in the hangar;

9. **OPTION TO RENEW:** Tenant shall have the right to renew the Lease for a period of twenty (20) years. If Tenant desires to renew the Lease, then written notice of such renewal shall be given not sooner than one (1) year and not less than one hundred twenty (120) days prior to the termination date of this Lease.
10. **TERMINATION OF LEASE:** In the event that Landlord ceases to own or operate the airport or finds that because of Federal, State or other restrictions, it is impractical to continue the Lease, or in the event that Landlord determines in its sole discretion that it is not in Landlord's best interest to continue with the Lease, this Lease shall terminate. Landlord shall give Tenant notice of such termination 90 or more days in advance of the termination date.
11. **REPAIRS:** Tenant shall repair damages, except those caused by normal use, to the airport and Premises which are the result of Tenant's action or of any invitee of Tenant while making use of the airport or Premises. Repairs shall be completed within ninety (90) days of the date of any such damage. If Tenant cannot reasonably repair such damage within ninety (90) days, Tenant shall give notice to Landlord of that fact and request an extension of 90 days. Such an extension shall not be unreasonably withheld.
12. **RELOCATION:** In the event that Landlord undertakes airport renovation and/or expansion or any other project which requires the use of the Premises, Tenant shall relocate its hangar to another location. Landlord shall attempt to provide a comparable location for the substituted Premises. Landlord shall give Tenant written notice one (1) year in advance of when such relocation is required. Relocation shall be at Tenant's expense.
13. **UTILITIES:** Tenant shall pay before the same are delinquent all sewer, water, gas, electricity, power and other utilities used by Tenant. Tenant shall pay all connection costs, meter installation costs and any other costs associated with utilities used by Tenant. All installations must be approved by and comply with any municipal, state or federal laws and regulations.
14. **TAXES AND ASSESSMENTS:** Tenant shall pay all personal property taxes and assessment levied against Tenant's personal property, including the hangar and any other taxes associated with the Premises, promptly before the same become delinquent.

15. **ACCESS:** Tenant shall have access to the Premises by aircraft and by automobile. Automobiles may be parked inside the hangar while Tenant's aircraft is being operated, or at a parking area off of the aircraft ramps that is so designated.
16. **LIENS:** Tenant shall not suffer or permit any liens to be filed against the Premises or any part of the Premises. If a lien is filed against the Premises, Tenant shall cause the same to be removed of record within sixty (60) days after the date of the filing of the lien. Failure to remove the lien shall be a default under this Lease, or any renewal thereof.
17. **FIRE HAZARDS:** Tenant shall comply with all applicable fire codes.
18. **WASTE PROHIBITED:** Tenant shall not commit any waste or damage to the Premises and shall not permit any waste or damage to the Premises.
19. **MAINTENANCE:** Tenant shall keep and maintain the Premises in a neat and orderly manner and shall keep the Premises free from debris, garbage, and other unsightly material. Tenant shall maintain all leased surfaces not covered by asphalt or concrete in a weed-free condition.
20. **LIABILITY INSURANCE:** Tenant shall maintain a comprehensive liability insurance policy in an amount of not less than five hundred thousand dollars (\$500,000.00) covering the Premises during the terms of this lease. The policy shall provide coverage for all acts for which Tenant is required to indemnify Landlord under Paragraph 5 of this agreement. Tenant shall have Landlord named as an additional insured and shall provide Landlord with proof of current insurance during the term of this Lease, or any renewal thereof. The policy shall provide that the insurance company shall give Landlord written notice of any proposed cancellation of the insurance 30 or more days in advance of such cancellation.
21. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease without the written consent of Landlord. Tenant may sublet the whole or any part of the Premises. Tenant shall promptly provide Landlord with the names and contact information of any sub-Tenants. If Tenant sublets, then Tenant shall remain liable to Landlord for full performance of Tenant's obligations.
22. **ATTORNEY'S FEES:** In the event an action is brought to enforce any of the terms or provisions of this Lease, or to enforce forfeiture thereof for default by either of the parties, the successful party in such action

shall be entitled to recover from the losing party reasonable attorney's fees, together with such other costs as may be authorized by the court.

23. **SERVICE OF NOTICES:** Any notice may be served upon Landlord by certified mail, return receipt requested, to Landlord at 501 East Main Street, Emmett, ID 83617, and any notice may be served upon Tenant by certified mail, return receipt requested, to Tenant at the above address. Service of notice by certified mail shall be deemed complete upon the date of the post mark by certified mail. Either party may change the address for service of notice by written notice to the other party.
24. **CONSTRUCTION OF STRUCTURE:** Any construction approved by Landlord shall be in accordance with plans approved by Landlord. All plans and specifications shall be subject to the approval of the Landlord, the City of Emmett and the Gem County Building Inspector, the State of Idaho, and the FAA. All construction shall be at Tenant's own expense and must be according to the drawings and specifications submitted to and approved by Landlord prior to commencement of construction. Any changes must have the approval of all required approving agencies. Aesthetic design standards shall be determined by Landlord. Tenant shall comply with FAR Part 77 which requires that all such construction on an airport be coordinated with FAA using FAA Form 7460-1, "Notice of Proposed Construction or Alteration." Such forms shall be completed by the Tenant and approved by the Landlord before being submitted to the FAA. Tenant shall submit the form to the FAA unless otherwise directed by Landlord. Tenant shall provide a copy of all such forms to Landlord. The City Airport Advisory Committee with input from the Airport Manager shall approve the plans before construction is commenced. Structures shall be completed within one (1) year after construction has started.
25. **NOTICE TO AIRMEN:** Tenant shall notify the airport manager in writing when construction begins and when it ceases. The airport manager will request and cancel a NOTAM with the FAA in Boise, Idaho, for the appropriate time of construction.
26. **SALE OF HANGAR:** Tenant shall not sell the hangar without first obtaining written permission from Landlord. Landlord shall not unreasonably withhold its consent. Any sale shall be subject to the terms of this Lease.
27. **REMOVAL OF STRUCTURE:** At the termination of this Lease, Tenant shall be entitled to remove the hangar provided that the Tenant returns the Premises to the same or better condition as it existed

immediately before Tenant commenced construction of the hangar. If the hangar has not been removed within 120 days after the lease expires, it shall be considered the property of Landlord and Tenant shall have no further right or interest in the hangar.

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

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

DATED this 25 day of October, 2019.

LANDLORD:  
CITY OF EMMETT, IDAHO

TENANT:

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

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

Attest: \_\_\_\_\_  
City Clerk

STATE OF IDAHO                    )  
  ) ss.  
County of Gem                    )

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



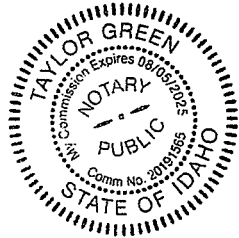
**IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.**

**Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_**

STATE OF Idaho )  
 ) ss.  
County of Gem )

On this 25<sup>th</sup> day of October, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared Ray Bolinger known to me to be the person whose name is subscribed to the within instrument.

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



Taylor Green (Taylor Green)  
Notary Public for Idaho  
Residing at Emmett, Idaho  
My Commission Expires 08/05/2025

Exhibit A

**See Attachment**  
**next page**





# Receipt

Receipt Number: RCT19 - 47

City of Emmett  
601 E. 3rd Street, Emmett, Idaho 83617  
Phone Number: (208) 365-9569

Date	Description	Paid by	Payment Method	Accepted by	Amount
10/25/2019	Hanger Lease	Ray Bolinger	Check# 5708	AY	\$ 500.00

**TOTAL PAID** **\$ 500.00**



CITY OF EMMETT  
PUBLIC WORKS DEPARTMENT

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

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

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

Wednesday, November 06, 2019

Request approval of new hanger lease agreement Ray Bolinger

Mayor, City Council:

I am requesting from City Council a **MOTION to approve new hanger lease agreement between Ray Bolinger and the City of Emmett with Mayor to sign.**

Thank you,

Clint Seamons  
Superintendent of Public Works



## CITY OF EMMETT

Building, Zoning & Public  
Works Department  
601 E. 3rd Street

Brian Sullivan:  
[bsullivan@cityofemmett.org](mailto:bsullivan@cityofemmett.org)  
Clint Seamons  
[cseamons@cityofemmett.org](mailto:cseamons@cityofemmett.org)  
Ph: (208) 365-9569  
Fax: (208) 365-4651

Attention: Mayor and City Council,

Tonight, we would like to discuss trash receptacles that are allowed in the City of Emmett. We are working on an ordinance revision but would like your input prior to putting the changes into the new ordinance. Currently Emmett City Code (ECC) 4-3-5A allows a 20 gallon, but no more than 31-gallon capacity trash receptacle. We are proposing to make a change to this ordinance. The change is outlined below. The reason for this change is simple, we want a clean and sanitary city and by using the wheeled carts with attached lids supplied by the contractor, we feel will help keep the streets and alleys free of debris. The problems are evident as you drive the alleys in the city.

The proposal from Public Works and the Building/Zoning Departments would be the following:

- Eliminate the 20 to 31-gallon capacity trash receptacles.
- Add verbiage requiring all account holders in the city to have 64 or 96-gallon cart receptacles. Commercial users can still have dumpsters or 96-gallon cart receptacles. Several options are available for dumpsters, including 1.5 cubic yard, 2 cubic yard, 3 cubic yard, and 4 cubic yard dumpsters.
- Trash receptacles will be set out by 7 am on service day, placed within 1-2 feet of the pavement, (no more alley placement of trash receptacles), and 3 feet from cars, mailboxes, trees, etc. Receptacles must be visible to collection crew.
- The City of Emmett will offer overflow trash stickers. The first 5 stickers will be free, extras can be purchased at Emmett Sanitation. Trash can be placed in a standard trash receptacle (32 gallon) with the overflow sticker attached. One sticker per can is required.

The 64 or 96-gallon cart receptacle will be a mandatory requirement throughout the city. Carts will be supplied and delivered by our contractor, Emmett Sanitation. Emmett Sanitation will no longer pick up trash placed in non-approved receptacles unless the receptacle has an overflow trash sticker attached. Overflow receptacles are only used for excess trash that will not fit in the standard 64 or 96-gallon receptacle.

Total monthly residential fee will be the following:

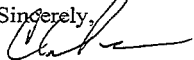
- Current Base Fee = \$11.81 Residential, \$23.81 Commercial
- Cart Rental + Tax = \$2.18 + \$.13 tax = \$2.31 per month
- Total charge per month = \$14.12 Residential, \$26.12 Commercial

Overflow Trash Sticker: First sheet, (5) stickers are free per account holder.

- Extra sheet of 5 stickers = \$7.00
- Extra stickers can be purchased at Emmet Sanitation.

We understand that these will be new fees and require a public hearing for approval or denial. We wanted to get your input prior to moving forward. The revised ordinance is complete except for the section on trash receptacles and overflow stickers.

We are requesting from City Council a **Motion to approve setting Public Hearing date of December 17<sup>th</sup>, 2019 to modify Emmett City Code (ECC) 4-3-5A to require mandatory 64- or 96-Gallon Trash Receptacle due to fee increase.**

Sincerely,  


Clint Seamons  
Public Works Director



Brian Sullivan  
Building & Zoning Administrator

# **\*\*\*DRAFT\*\*\***

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## **Information Technology Fee Schedule**

### **Residential Rates**

1. Fiber Optic Utility Base Fee: \$15.00/month

### **Commercial Rates**

1. Fiber Optic Utility Base Fee: \$25.00/month

### **Government Rates**

1. Negotiated and contracted on a case-by-case basis.

### **Colocation Services**

1. One Rack Unit 0-400watts (1U) w/120v, Battery Backup, HVAC: \$35/month
2. One Rack Unit 501-750watts (1U) w/120v, Battery Backup, HVAC: \$50/month
3. One Rack Unit 750watts and over (1U) w/120v, Battery Backup, HVAC: Negotiated

Standard single mode fiber patch cables will be supplied by the tenant. The following one time fees apply when patch cables are placed or moved.

4. During Business Hours: \$15
5. Outside Business Hours: \$100

### **Dark Fiber Rates**

1. Dark fiber between anchor facilities only (i.e. Water Tower, City Hall, Water Treatment Plant, Well 9): \$100/per strand/month (No Service Level Agreement)  
\* If specific Service Level Agreement terms are needed rates will be negotiated on a case-by-case basis.