December 17, 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 5:30 p.m.

Mayor Petrie led the Pledge of Allegiance

Laura Dodson offered the Community Invocation

Council Present: Council President Henderson, Councilor Tom Butler, Councilor Jody Harris, Councilor Gary Resinkin,

Councilor Denise Denham

Council Present by Zoom: None

Council Absent: Councilor Steve Nebeker

City Attorney: Jake Sweeten

Staff Present: Lyleen Jerome, Mike Knittel, Steve Kunka, Curt Christensen, Clint Seamons, Steve Freemyer, Brian

Sullivan, Curt Christenson, Alyce Kelley

Staff Present by Zoom: None

Public Present: Jethro Batchelor Emmett; ID; Ray Fouts, Emmett, ID, Cindy Briggs, Emmett, ID, Claire Magnolo, Emmett,

ID, Lyle Thomson, Emmett, ID

Amendments to the Agenda: Mayor Petrie announced that Agenda Item 8B will not be presented at this meeting.

Declaration of Conflict of Interest: Mayor declared that a citizen approached him about sidewalks and wanted to speak to a council member. Mayor instructed him that he would have to get on agenda and come back to speak to the council as a whole. Mayor directed the council that if this person approached any of them that they are obligated to report it.

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

ELECTED OFFICIALS:

Mayor:

Mayor Petrie administered the Oath of Office to new police officer Michael Magnolo.

Mayor recommended re-appointment of Cynthia Briggs to the Library Board. Mayor Petrie asked for a motion for appointment. Council President Henderson MOVED TO APPROVE THE APPOINTMENT OF CYNTHIA BRIGGS TO THE LIBRARY BOARD FOR A 5 YEAR TERM BEGINNING JANUARY 1, 2025. Seconded by Councilor Resinkin. Motion Carried by voice vote.

Mayor Petrie administered the Oath of Office to Cynthia Briggs.

City Council: None

Announcements and Good of the Order: None

CONSENT AGENDA:

Approval of Minutes – December 3, 2024 – Joint Meeting w/Commissioners December 3, 2024 Regular Meeting

Approval of Accounts Payables

Approval of Permits – Bartender Permit – Justin Allen Jones, Shane Mettler, Daedra Leann Rhode, Daniel Wille, Kirk C. Wille, John Wood.

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

BUSINESS:

Mike Knittel, Technology Director requests approval of Amendment #2 for Upper Pressure Zone 1 Storage Tank and Future Booster Station with Keller Associates. Council President Henderson MOVED TO APPROVE AMENDMENT #2 FOR UPPER PRESSURE ZONE 1 STORAGE TANK AND FUTURE BOOSTER STATION WITH KELLER ASSOCIATES IN THE AMOUNT OF \$287,065.00 WITH THE MAYOR TO SIGN. Seconded by Councilor Denham. Roll call vote: Council President Henderson – AYE, Councilor Butler- AYE, Councilor Harris – AYE, Councilor Resinkin – AYE, Councilor Denham – AYE. 5-AYES, 0-NOES, 1-ABSENT. Motion Carried.

Steve Kunka, Police Chief requests approval of Agreement with LeadsOnline. Council President Henderson MOVED TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN CITY OF EMMETT AND LEADS ONLINE FOR THE LEADS ONLINE TOTAL TRACK INVESTIGATIONS SYSTEM SUBSCRIPTION CONTINGENT ON THE CITY AND COUNTY ENTERING INTO AN AGREEMENT FOR THE COST SHARING, WITH THE MAYOR TO SIGN. Seconded by Councilor Harris. Roll call vote: Council President Henderson – AYE, Councilor Butler- AYE, Councilor Harris – AYE, Councilor Resinkin – AYE, Councilor Denham – AYE. 5-AYES, 0-NOES, 1-ABSENT. Motion Carried.

Clint Seamons and Steven Freemyer, PW Director requests approval of Memorandum of Agreement with Gem County for a study of Hwy 52 and Mill Road Intersection. Councilor Denham MOVED TO APPROVE THE MEMORANDUM OF AGREEMENT BETWEEN GEM COUNTY AND THE CITY OF EMMETT FOR THE STUDY OF GEM COUNTY HIGHWAY BELT ROUTE, STATE HIGHWAY 52 & MILL ROAD INTERSECTION WITH THE MAYOR TO SIGN. Seconded by Councilor Butler. Roll call vote: Council President Henderson – AYE, Councilor Butler- AYE, Councilor Harris – AYE, Councilor Resinkin – AYE, Councilor Denham – AYE. 5-AYES, 0-NOES, 1-ABSENT. Motion Carried.

City of Emmett Council Meeting

December 17, 2024

Regular Meeting

Brian Sullivan, Building Official/City Planner requests approval on a final plat extension for Payette River Orchards Subdivision Phase 6. Councilor Butler MOVED TO APPROVE PAYETTE RIVER ORCHARDS SUBDIVISION FINAL PLAT EXTENSION FOR PHASE 6 EXTENDING TO A DATE OF JANUARY 10, 2026. Seconded by Councilor Harris. Motion carried by voice vote.

Brian Sullivan, Building Official/City Planner requests approval of Ordinance #02024-06 AN ORDINANCE ANNEXING TO THE CITY OF EMMETT, IDAHO, CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF GEM COUNTY, IDAHO.

Councilor Denham MOVED TO APPROVE ORDINANCE #02024-06 AN ORDINANCE ANNEXING TO THE CITY OF EMMETT, IDAHO CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF GEM COUNTY IDAHO AND DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE. Seconded by Councilor Butler. Roll call vote - Council President Henderson – AYE, Councilor Butler- AYE, Councilor Harris – AYE, Councilor Resinkin – AYE, Councilor Denham – AYE. 5-AYES, 0-NOES. 1-ABSENT. Motion Carried.

Brian Sullivan, Building Official read Ordinance #O2024-06 by title.

Councilor Denham MOVED TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE 02024-06, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY. Seconded by Council President Henderson. Roll call vote - Council President Henderson - AYE, Councilor Butler- AYE, Councilor Harris - AYE, Councilor Resinkin - AYE, Councilor Denham - AYE. 5-AYES, 0-NOES, 1-ABSENT. Motion Carried.

Brian Sullivan, Building Official/City Planner requests approval of Water Connection Agreement with LaMore Investments LLC. Councilor Denham MOVED TO APPROVE WATER CONNECTION AGREEMENT WITH LAMORE INVESTMENTS, LLC WITH THE MAYOR TO SIGN. Seconded by Council President Henderson. Roll call vote: Council President Henderson – AYE, Councilor Butler- AYE, Councilor Harris – AYE, Councilor Resinkin – AYE, Councilor Denham – AYE. 5-AYES, 0-NOES, 1-ABSENT Motion Carried.

ACTIVITY REPORTS:

Brian Sullivan, Building/Zoning Administrator reported. Lyleen Jerome, City Clerk reported Curt Christensen, Fire Chief reported Alyce Kelley, Library Director reported Steve Kunka, Police Chief reported Clint Seamons and Steve Freemyer, PW Director reported Mike Knittel, Technology Director reported

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Councilor Butler MOVED TO ADJOURN.	. Seconded by	Councilor Harris.	Motion carried by vo	ice vote.
Meeting adjourned at 6:18p.m.				

Lyleen Jerome, City Clerk



Applicant Name	WENDY FITZGERALD
Date Application	Received 12/26/24 By SJ
	New Application Renewal Application
	Application Notarized
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Date Application	Received 12/18/24 By SJ
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Applicant Name	MICHELLE MARIE RRAUS
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EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd Street - Emmett, Idaho 83617

Tuesday January 14, 2025

Mayor, City Council:

I am requesting a MOTION to approve the hangar lease agreement between Nadine Burak and Jim Thompson and City of Emmett with the Mayor to sign.

Attached is the hangar lease agreement for your review.

Please note this is a renewal lease, the old lease expires 12/31/24 to Steve Burak (deceased) and Jim Thompson

The new lease will be to Nadine Burak (Steve's Widow) and Jim Thompson.

Thank you,

Steven Freemyer, Public Works Director

LEASE AGREEMENT

Lease agreement dated
WITNESSETH
Landlord leases and rents to Tenant, and Tenant leases and rents from Landlord, the real

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

The term of this Lease is for a period commencing on _______, 202_and terminating on December 31st, 2044 under the following terms and conditions:

- 1. RENT: Tenant shall pay Landlord rent in advance annually. The rent will be \$100.00 more per year than the rent for four (4) tie-down spaces at the Emmett Airport. Rent will be \$1027.00. Rent is due on or before January 1 of each year. Landlord may, by resolution of the Emmett City Council, periodically adjust the rent. Any such adjustment shall become effective for the next annual rental payment due. Such adjustments shall not occur more frequently than once each year.
- 2. PROPERTY OF TENANT: Tenant shall obtain property insurance on all Property of Tenant located on the Premises and hereby releases and discharges Landlord of and from any liability for damage to the Property of Tenant. "Property of Tenant" shall mean and include all personal property of Tenant including structures, equipment, furniture, and personal belongings kept or used on or installed in the Premises that are owned by and separately assessed to Tenant.
- 3. WARRANTIES: There are no warranties by Landlord. Tenant, in executing this Lease, is relying upon its own judgment, information and inspection of the Premises.
- 4. ENTRY BY LANDLORD: Landlord shall have the right to enter the Premises at any reasonable time to examine the same and determine that Tenant is complying with the terms of this Lease.
- 5. INDEMNIFICATION: Tenant agrees to indemnify, defend, and hold harmless Landlord and its officers, agents, and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Tenant, Tenant's agents, Tenant's employees, Tenant's representatives, Tenant's invitees, or any other person allowed on the Premises by Tenant.
- 6. HAZARDOUS WASTE AND HAZARDOUS MATERIALS: Tenant agrees not to store, generate, or otherwise use or bring upon the Premises, any hazardous waste as defined by Federal, State, or local laws and regulations. All hazardous materials shall be stored and disposed of strictly in accordance with any State or Federal regulations. Tenant shall hold Landlord harmless from any liability associated with Tenant's use or possession of hazardous materials.

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

- 12. RELOCATION: If Landlord undertakes airport renovation and/or expansion or any other project which requires the use of the Premises, then Tenant shall relocate its hangar to another location. Landlord shall attempt to provide a comparable location for the substituted Premises. Landlord shall give Tenant written notice one (1) year in advance of when such relocation is required. Relocation shall be at Tenant's expense.
- 13. UTILITIES: Tenant shall pay before the same are delinquent all sewer, water, gas, electricity, power, and other utilities used by Tenant. Tenant shall pay all connection costs, meter installation costs and any other costs associated with utilities used by Tenant. All installations must be approved by and comply with any municipal, state, or federal laws and regulations.
- 14. TAXES AND ASSESSMENTS: Tenant shall pay all personal property taxes and assessment levied against Tenant's personal property, including the hangar and any other taxes associated with the Premises, promptly before the same become delinquent.
- 15. ACCESS: Tenant shall have access to the Premises by aircraft and by automobile. Automobiles may be parked inside the hangar while Tenant's aircraft is being operated, or at a parking area off the aircraft ramps that is so designated.
- 16. LIENS: Tenant shall not suffer or permit any liens to be filed against the Premises or any part of the Premises. If a lien is filed against the Premises, Tenant shall cause the same to be removed of record within sixty (60) days after the date of the filing of the lien. Failure to remove the lien shall be a default under this Lease, or any renewal thereof.
- 17. FIRE HAZARDS: Tenant shall comply with all applicable fire codes.
- 18. WASTE PROHIBITED: Tenant shall not commit any waste or damage to the Premises and shall not permit any waste or damage to the Premises.
- 19. MAINTENANCE: Tenant shall keep and maintain the Premises in a neat and orderly manner and shall keep the Premises free from debris, garbage, and other unsightly material. Tenant shall maintain all leased surfaces not covered by asphalt or concrete in a weed-free condition.
- 20. LIABILITY INSURANCE: Tenant shall maintain a comprehensive liability insurance policy in an amount of not less than five hundred thousand dollars (\$500,000.00) covering the Premises during the terms of this lease. The policy shall provide coverage for all acts for which Tenant is required to indemnify Landlord under Paragraph 5 of this agreement. Tenant shall have Landlord named as an additional insured and shall provide Landlord with proof of current insurance during the term of this Lease, or any renewal thereof. The policy shall provide that the insurance company shall give Landlord written notice of any proposed cancellation of the insurance 30 or more days in advance of such cancellation.
- 21. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease without the written consent of Landlord. Tenant may sublet the whole or any part of the Premises. Tenant shall promptly provide Landlord with the names and contact information of any sub-Tenants. If Tenant sublets, then Tenant shall remain liable to Landlord for full performance of Tenant's obligations.

- 22. ATTORNEY'S FEES: In the event an action is brought to enforce any of the terms or provisions of this Lease, or to enforce forfeiture thereof for default by either of the parties, the successful party in such action shall be entitled to recover from the losing party reasonable attorney's fees, together with such other costs as may be authorized by the court.
- 23. SERVICE OF NOTICES: Any notice may be served upon Landlord by certified mail, return receipt requested, to Landlord at 501 East Main Street, Emmett, ID 83617, and any notice may be served upon Tenant by certified mail, return receipt requested, to Tenant at the above address. Service of notice by certified mail shall be deemed complete upon the date of the post mark by certified mail. Either party may change the address for service of notice by written notice to the other party.
- CONSTRUCTION OF STRUCTURE: All plans and specifications shall be subject to the approval of the Landlord, the Emmett Building Inspector, the State of Idaho, and the FAA. All construction shall be at Tenant's own expense and must be according to the drawings and specifications submitted to and approved by Landlord prior to commencement of construction. Any changes must have the approval of all required approving agencies. Aesthetic design standards shall be determined by Landlord. Tenant shall comply with FAR Part 77 which requires that all such construction on an airport be coordinated with FAA using FAA Form 7460-1, "Notice of Proposed Construction or Alteration." Such forms shall be completed by the Tenant and approved by the Landlord before being submitted to the FAA. Tenant shall submit the form to the FAA unless otherwise directed by Landlord. Tenant shall provide a copy of all such forms to Landlord. The City Airport Advisory Committee with input from the Airport Manager shall approve the plans before construction is commenced. Tenant shall begin construction of the hangar within six (6) months from the date of Lease commencement. Failure to begin construction within six (6) months from the date of Lease commencement shall cause this Lease to be null and void, unless Tenant applies for an extension of time which is subsequently approved by the city council. To be valid, Tenant's application for time extension shall be submitted in writing to the Landlord within six (6) months from the date of Lease commencement, shall state the reasons for failure to begin construction. and shall also include a proposed length of extension, which may not exceed twelve (12) months from the date of Lease commencement. Only one extension may be granted by the City Council, in the City Council's sole discretion. Structures shall be completed within one (1) year after construction has started.
- 25. NOTICE TO AIRMEN: Tenant shall notify the airport manager in writing when construction begins and when it ceases. The airport manager will request and cancel a NOTAM with the FAA in Boise, Idaho, for the appropriate time of construction.
- 26. SALE OF HANGAR: Tenant shall not sell the hangar without first obtaining written permission from Landlord. Landlord shall not unreasonably withhold its consent. Any sale shall be subject to the terms of this Lease.
- 27. REMOVAL OF STRUCTURE: At the termination of this Lease, Tenant shall be entitled to remove the hangar provided that the Tenant returns the Premises to the same or better condition as it existed immediately before Tenant commenced construction of the hangar. If the hangar has not been removed within 120 days after the lease expires, it shall be considered the property of Landlord and Tenant shall have no further right or interest in the hangar.

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

TENANT:
By: Notice Burok Nadine Burak
TENANT: By: James F. Thomson



EMMETT PUBLIC WORKS DEPARTMENT

601 East 3rd Street - Emmett, Idaho 83617

Tuesday January	14,	2025
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Mayor, City Council:

I am requesting a MOTION to approve the surplus of public works vehicles and equipment by public auction using Pickett Auction Service LLC.

Attached is the list of vehicles, equipment and pictures for your review.

Thank you,

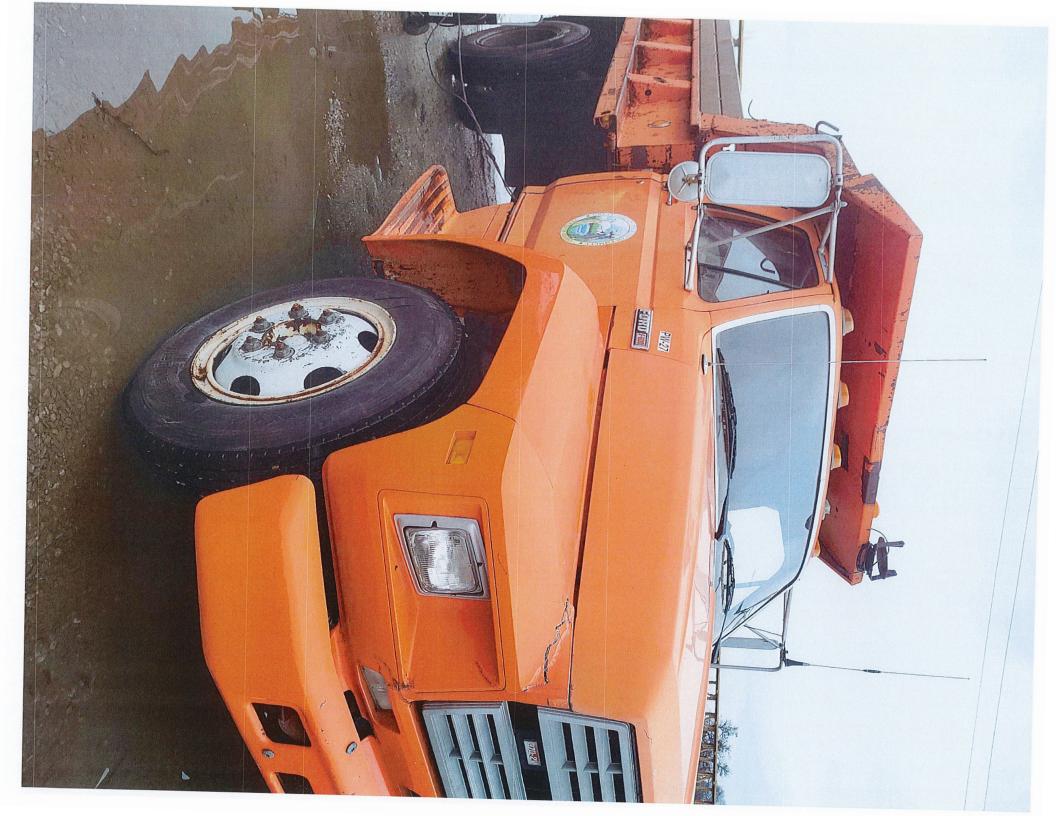
Steven Freemyer, Public Works Director

1/14/2025 Public Works Vehicle and Equipment List

Qty	Description
1	1971 dodge bucket truck. vin# d31be1s302316
1	1983 AM GENERAL PW58. VIN# 1utsh6689ds001280
1	1986 FORD F600 DUMP TRUCK PW27. VIN# 1FDNF60H0GVA09562
1	1990 BOBKO DUMP TRAILER. VIN# 1B9A12221LA128068
1	1993 dodge 3500 PW06. vin# 1b6me365xps167377
1	1999 ford f550 PW07. VIN# 1FDAF56FOXEC0056
1	2002 ford crown vic. vin# 2fafp71w82x125730
1	2002 ford f350 PW29. VIN# 1ftww33f62ec24809
1.7	2016 swisher finish mower ser# 116-033009 model#fc1966bs
1	mikasa compactor ser# g1156 model# mt75hs
1	wacker plate ser#5007438 model#wp155oaw
3	engine stands





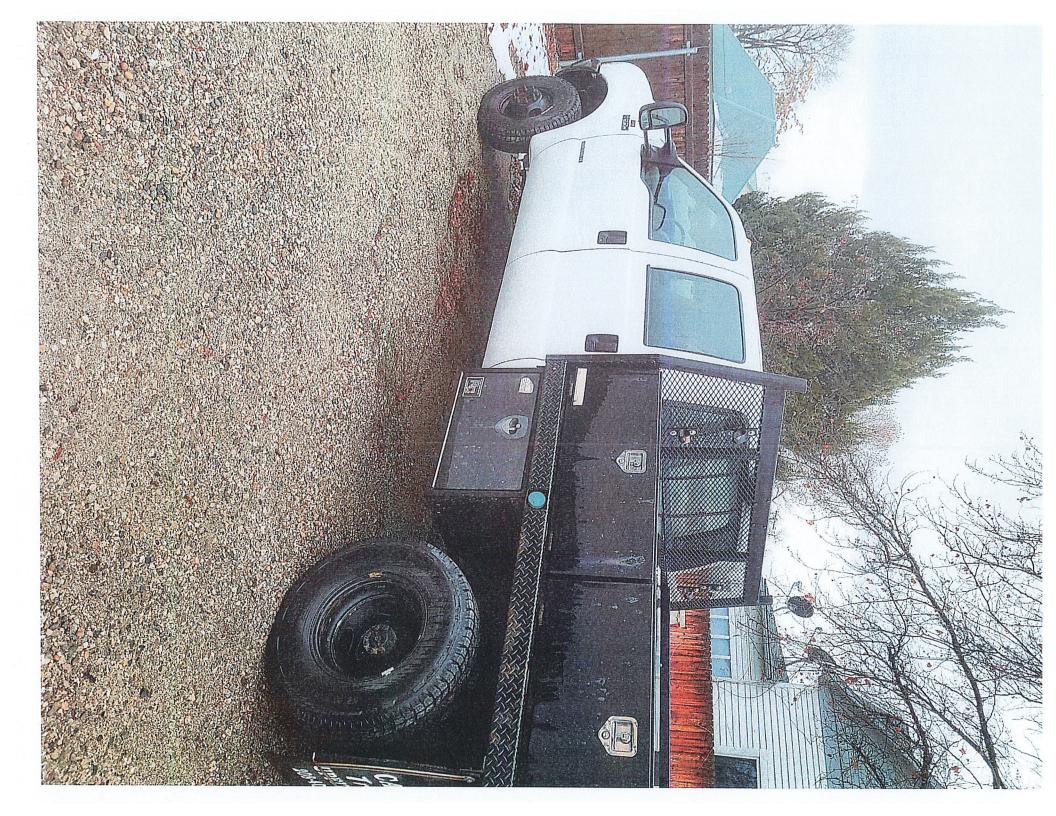


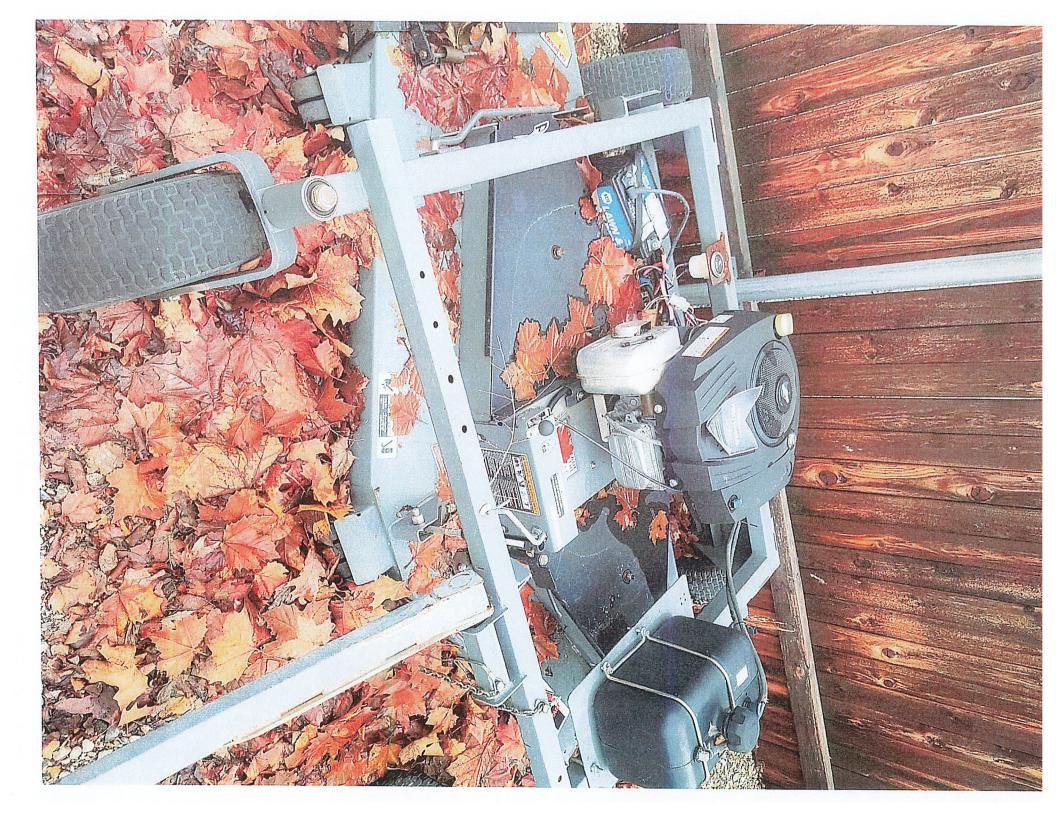


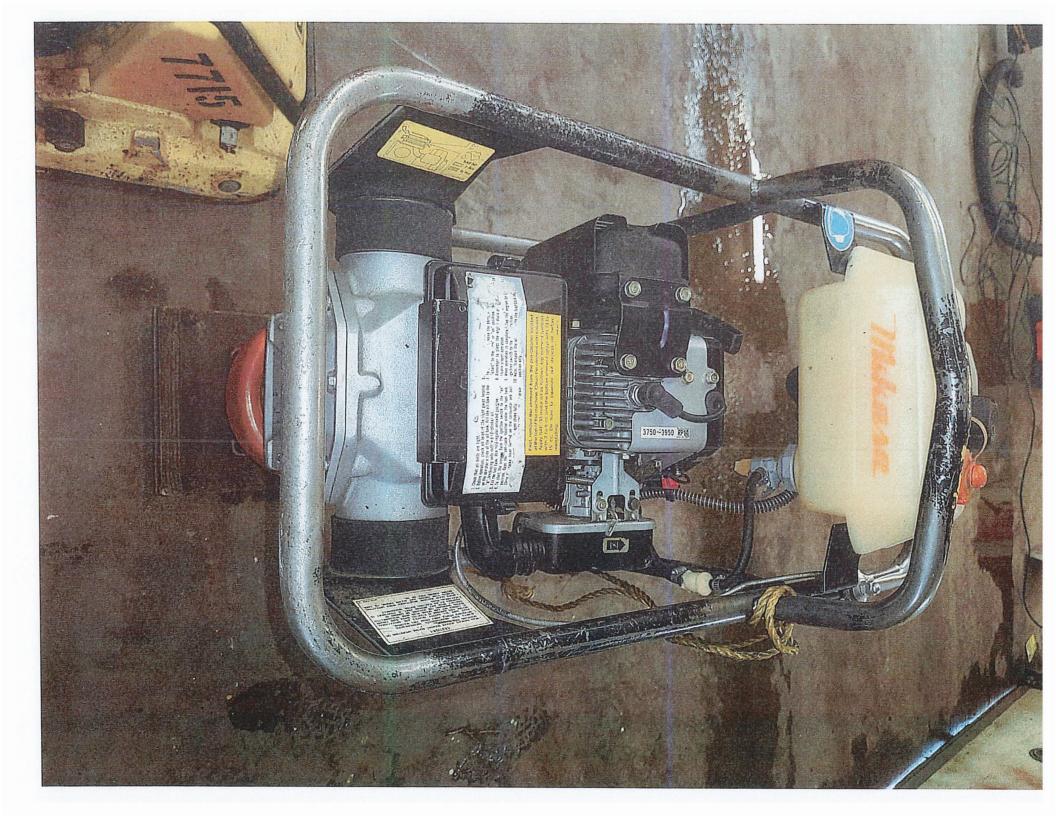
















School Resource Officer Agreement

Between Emmett School District 221 and

The City of Emmett

This Agreement is made and entered into this 17th day of December, 2024, by and between the Emmett School District 221 ("School District") and the City of Emmett, an Idaho municipal corporation ("City")

- 1. **Objectives:** This Agreement establishes a cooperative framework between the School District and the City's Police Department to foster a positive relationship between law enforcement, students, school staff, and the broader community.
- 2. Purpose of the School Resource Officer (SRO) Program: The School Resource Officer (SRO) program is a collaboration between the School District and the City based on the principles of "Community Policing." The program aims to enhance communication, promote safety, provide education on criminal justice, and develop crime prevention initiatives within the school setting. The primary goals are to foster a safe learning environment, strengthen relationships between law enforcement and youth, and divert students from the criminal justice system.
 - 3. School Resource Officer Responsibilities: The SRO is tasked with:
 - Attending trainings specific to SRO duties and responsibilities, such as NASRO.
 - Providing law enforcement services to the schools, including crime prevention, intervention, and law education.
 - Building rapport with students, parents, and staff by being a visible and accessible presence. During school breaks, lunch periods, and class transitions, the SRO will be present in visible areas, such as hallways and parking lots, to engage with students and deter violations.
 - Presenting and teaching various topics, including alcohol and drug abuse, safe driving, internet safety, crime prevention, bullying, and community policing.
 - Counseling troubled youth and working with school staff to address non-law enforcement issues.
 - Assisting school administrators in the application and enforcement of criminal laws.

In addition to the core responsibilities outlined above, the SRO will:

- Primarily be assigned to Emmett High School on all student contact days as per the school calendar but will make efforts to regularly visit other schools within the district.
- Avoid taking their lunch break during student lunch periods.

- Attend 12 professional development days throughout the school year as scheduled by the district.
- Be present at all home varsity football games, Homecoming dance, Tip-Off dance, Prom, and high school graduation ceremonies.
- Attend home varsity basketball games as requested by the building administration.
- Regularly attend Emmett Middle School athletic events and activities.
- Provide ongoing support for the district-wide Safety Plan.
- **4. School Resource Officer Reporting Requirements:** To ensure ongoing transparency and alignment with district safety objectives, the Emmett Police Chief, School Resource Officer (SRO), and/or his designee shall be required to present to the Emmett School Board of Trustees twice per academic year. This presentation shall cover the following aspects:
 - A. **SRO Program Overview**: Updates on program initiatives, goals, and community engagement activities related to the SRO's role within the school district.
 - B. **Enforcement Data**: Summary and analysis of any enforcement actions, including but not limited to incident types, response times, and outcomes, while maintaining student confidentiality as required by law.
 - C. **Training Data**: Information on training completed by the SRO, including relevant certifications, professional development sessions attended, and specific training programs undertaken to support the safety and well-being of students and staff.

These presentations shall take place once during the fall semester and once during the spring semester to provide timely updates and facilitate ongoing communication between the SRO, the School District administration, and the Emmett School Board of Trustees.

5. City Obligations:

- The City will provide one POST-certified law enforcement officer to serve as the SRO, starting no later than one week before the school year begins.
- The SRO will remain an employee of the City and report to the Chief of Police.
 However, the SRO will collaborate with designated School District Administrative
 personnel, including the building Principal, the District Superintendent, or other
 personnel designated by the District Board of Trustees, to adjust their schedule
 and assignments to meet the needs of the School District, including attending
 extracurricular events as specified.

 The SRO will make every effort to keep private and secure all property, reports, records and other documents. If any City Property or document is lost, damaged or stolen it will be immediately reported to the SRO supervisor or Chief of Police.

6. Emmett School District Obligations:

- The School District will provide office space, equipment, and materials necessary for the SRO at Emmett High School to fulfill educational and counseling responsibilities within the schools.
- The School District will offer training on school policies, discipline procedures, adolescence, and other relevant topics to support the SRO's role in the school environment.
- The School District will also provide grant funding or other financial support to assist with the SRO's compensation. The School District shall pay City for SRO services, according to the following formula:

One-hundred eighty (180) days divided by Two Hundred Sixty (260) days multiplied by the SRO's salary and benefits equals Yearly District Cost (180 days/260 days X SRO's Salary and Benefits = Yearly District Cost)

The City will send a copy of each SRO's salary document to School District's Superintendent as soon as the wage schedule is finalized for each year of this Agreement.

If the School District requests the SRO to work more than forty (40) hours in a week, then the School District shall pay the City the actual cost of overtime paid to the SRO by the City for that week. In the event the SRO needs to work more than forty (40) hours on School District related matters, such work must be first approved in writing by the building Principal or School District Superintendent.

- Due to the fact that School District's funding for the SRO is through a State grant, the City's payroll invoices must be submitted to Emmett School District 221 on or before the 10th day of the month to ensure timely submittal and payment of the payroll invoice.
- If for any unforeseen reason the school year is canceled or school is closed, the School District will continue to pay for SRO's for the remainder of the school year
- The School District will make every effort to keep private and secure all property, reports, records and other documents. If any School District property or document is lost, damaged or stolen it will be immediately reported to the administrator of that school or the Superintendent of the Emmett School District.
- **7. Employment Status:** The SRO is an employee of the City and not of the School District, and that City shall be solely responsible for paying the SRO, providing all employment benefits, providing worker's compensation coverage, and all necessary tools and equipment other than those specified herein. The School District shall not have the

ability to control the means, manner, or method of the SRO's performance of their duties.

- **8. Good Faith Cooperation:** The School District and the City agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions shall be resolved by negotiation between School District's Superintendent and City's Chief of Police or their designees. Provided, however, nothing herein shall be construed as limiting, in any way, any remedies at law or in equity that the Parties may have.
- **9. Third Parties and Assignment:** This Agreement is for the sole benefit of the parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. There shall be no assignment of the responsibilities and benefits created by this Agreement.
- 10. Term of Agreement: This Agreement will be effective for a one-year term commencing on the effective date and will automatically renew annually on July 1, subject to the appropriation of necessary funds. Either party may terminate the agreement upon 30 days written notice. Any amendments or modifications must be made in writing. This Agreement constitutes the entire agreement between the parties and supersedes all prior.
- 11. Force Majeure: Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.
- 12. Attorney Fees: In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees.
- 13. **Public Records:** The Parties herein understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, the Idaho Open Meetings Act, I.C. §§ 74-201, *et seq.*, and other applicable federal and state laws.
- 14. Indemnification: The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions, and those of its officers and employees acting within the course and scope of their employment.

15. No Joint Venture: Nothing contained in this MOU shall be in any was construed as creating a separate legal entity or expressing or implying that the Partie have joined together in any joint venture partnership or agency relationship.					
WITNESS the following signatures in agreement to the above terms and conditions:					
Craig Woods Superintendent of Emmett School District					
Gordon Petrie Emmett City Mayor					
Steve Kunka Emmett City Police Chief					



CITY OF EMMETT

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

Building & Zoning Department

Brian Sullivan: bsullivan@cityofemmett.org Shannon Ferraro sferraro@cityofemmett.org Ph: (208) 365-9569 Ex. 6

Fax: (208) 365-4651

January 9, 2025

RE: Development Agreement Modification # 24-002

Mayor and City Council,

Proposed Motion:

I move to approve the final draft of the amendment to Development Agreement, DA 24-002 between the City of Emmett and Coltrin Properties LLC with the Mayor to sign.

Sincerely,

Brian Sullivan

Building / Zoning Administrator

AMENDMENT TO DEVELOPMENT AGREEMENT Between The City of Emmett, Idaho and Coltrin Properties LLC

This Amendment, dated this _______, 2025, is by and between the CITY OF EMMETT, an Idaho municipal corporation ("City") and Coltrin Properties, LLC, an Idaho limited liability company ("Owner").

BACKGROUND

- A. The City and Bi-Mart Corporation, a California corporation, ("Bi-Mart") entered into that certain Development Agreement dated April 21, 2008 ("Original Development Agreement"), wherein as a condition of rezoning, Bi-Mart made a written commitment concerning the use or development of the subject parcel of real property described therein. The Original Development Agreement was recorded as Instrument # 265944 on April 25, 2008, records of Gem County, Idaho;
- B. The subject parcel of real property described in the Original Development Agreement was subsequently subdivided into four (4) lots as shown and described on that certain Plat of Coltrin Subdivision MIN #20-002, recorded as Instrument #328417 on August 8, 2020, records of Gem County, Idaho.
- C. Owner owns the real property described on the attached Exhibit A, which is incorporated by this reference, ("Lot 4") and took title by Warranty Deed, recorded as Instrument # 328484 on August 17, 2020, records of Gem County, Idaho;
- D. Lot 4 is bound to the terms of the Original Development Agreement pursuant to Section 8 thereof.
- E. Owner desires to amend the matrix of permitted usages that is included as Exhibit 2 to the Original Development Agreement to include "RV Park" as a permitted use that would apply only to Lot 4, and the City has agreed to such amendment,
- F. Pursuant to 9.1 of the Original Development Agreement, modifications to Original Development 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 Original Development 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 Planning and Zoning Commission prior to hearing by the Council;

NOW THEREFORE, City and Owner, having complied with the notice and hearing provisions of Idaho Code § 67-6511A and the Original Development Agreement, agree as follows:

- 1.0 Background paragraphs A F are incorporated by this reference.
- 2.0 As to Lot 4 only, the matrix of permitted usages that is included in Exhibit 2 to the Original Development Agreement is replaced in its entirety with the matrix of permitted usages shown on the attached Exhibit B, which is incorporated by this reference.
- 3.0 As to Lot 4 only, Owner shall be responsible for performing the obligations under this Amendment and the Original Development Agreement.
- 4.0 Except for the amendment stated herein, all the remaining terms and provisions of the Original Development Agreement are confirmed, shall remain in effect, and are incorporated by this reference.

Signatures Continue Below

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the day and year first above written.

City of Emmett

	By:
ATTEST:	Gordon Petrie, Mayor
Lyleen Jerome, City Clerk	_
zyroon o crome, erey erein	
STATE OF IDAHO)	
County of Gem) ss.	
appeared Gordon Petrie, known	
	Nicker Dell's for Idel
	Notary Public for Idaho Commission Expires

Owner:
Coltrin Properties, LLC By: Its:
STATE OF GAND) State of Gem)
On this 19th Devember, 2024, before me a notary public, personally appeared Candy (offrin, known or identified to me, to be the office of Coltrin Properties, LLC, and the person whose name is subscribed to this instrument, and acknowledged to me that they executed the same as owner and coltrin.
Notary Public for Emmett, Idaho Notary Public for Emmett, Idaho Comm. No. 20201716 Notary Public for Emmett, Idaho Commission Expires: DS/11/2016

Exhibit A Legal Description

Lot 4 of Coltrin Subdivision, according to the official plat thereof, filed in Book 6 of Plats at Page(s) 28, records of Gem County, Idaho.

Exhibit B matrix of permitted usages

COMMERCIAL	USAGE
Amusement centers, indoor only	Permitted
Bakery or bakery goods store	Permitted
Bank and other financial	Permitted
Barber, beauty shop	Permitted
Bars, alcohol establishments	Permitted
Building supply outlet	Permitted
Car wash	Permitted
Church	Permitted
Cleaning, laundry, commercial plant	Permitted
Clinics, medical, dental, optical, etc.	Permitted
Dance, music, voice, studio	Permitted
Drive-in-restaurant – food stand	Permitted
Drugstore – pharmacy	Permitted
Equipment rental and sales	Permitted
Food store, delicatessen, coffeehouse	Permitted
Furniture shop	Permitted
Gift Shop	Permitted
Hospital	Special Use
Hotel and motel	Permitted
Laboratory – medical, dental, optical	Permitted
Laundromat – self-service cleaner	Permitted
Newspaper and printing	Permitted
Office, medical, professional	Permitted
Photography studio	Permitted
Printing and blueprinting	Permitted
Reducing salon – masseur	Permitted
Restaurant	Permitted
Retail stores and services	Permitted
Schools – private	Permitted
Service station/quick lube	Permitted
Sign shop	Permitted
Tire shop, including recapping	Permitted
Recreational Vehicle Park	Permitted

City's Strategic Pillars 1/14/2025

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Building/Zoning Department Goal

- Educate 1 staff member on building plan review. 15%
- Update outdated city ordinances, <u>implement new ordinance</u>----70% zoning and building only.
- Comprehensive Plan / Zoning and Subdivision compliance overhaul and revisions----- 5%
- Digitalize and organize all building and zoning files and plans----18%

Permits = December 2024: New house = 4 YTD New Houses= 134 for 2024, Foundation Only =, Commercial =, Duplex =, Triplex =,

Apartment =, Hangars=, Manufactured Home =

- 1. Reviewing plans
- 2. Started preliminary work on updating our zoning map
- 3. Daily operations, plan reviews, contractor talks, developer talks, etc.
- 4. Updates to Title 7, water and sewer, city code
- 5. Work on updates to ordinances
- 6. Draft boundary changes for Historic Downtown District
- 7. Review floodplain ordinance for compliance with new legislation
- 8. Walk-thru of phase 3-4 of Dagger Falls

NEXT 30 DAYS

- 9. Will be following up with the owner of Blue Valor racetrack on the proposed changes to the noise of the cars in reference to mufflers.
- 10. Participate in planning with the Mayor, some staff, and members of the community
- 11. Draft ADU Ordinance to bring to zoning commission for workshop
- 12. Draft Short Term Rental Ordinance and application
- 13. Work on Building Department fee increase for permits
- 14. Start review zoning and subdivision ordinances for compliance with comp. plan. Working with Logan Simpson on fees to perform this task.
- 15. Start updating Design Review Manual
- 16. Construction predevelopment meeting, Skyhawk East subdivision

Zoning Applications

•

Training: Took 8 building code related classes in December. Each class consisted of 1-1.5 hrs. of video training with a quiz at the completion.

This report does NOT contain any data required by ordinance or statute...that is covered in a separate report

City's Strategic Pillars

January 14, 2025

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Clerk's Goals this Budget Year

- Increase ACH (Direct Pay) 10%. YTD last year 688/ YTD this year 761 = 101% of goal
- Digitalize Permanent Records Council Minutes 90%/ Ordinances 50%/ Resolutions 10%
- Records Management/Destruction YTD 50%

Accomplishments since last report

December Transactions

- o Billings sent 2442 / E-mail Bills 927
- ACH (Direct Pay) customers 795
- Over the counter Water/Sewer payments (checks/cash/cards) 1716
- o Phone Payments 44
- On-Line Credit Card Payments 814
- Disconnection late letters mailed 387
- Water disconnections due to non-payment -35
- New Water/Sewer Accounts opened 33
- Cemetery Lots Sold/Deeds Issued 4
- o Open/Close Cemetery Lots 3
- Bartender/ Alcohol/Catering Permits 47
- o Dog License 40
- Business Registration Certificate 53
- Vendor Permits/Other License 0
- o Accounts Payable Claims processed 128 \$242,556
- Onboard new employees 1
- o Terminations 0
- Payroll processed 161, \$337,557
- o Bank Reconciliations completed on all accounts thru December
- Annual Road Report
- Audit Completed by in Review for Final
- o Idaho Transparency Report
- Local Government Annual Finance Report
- Set up accounting to accept Impact Fees

Plan for next 30 days

- Prepare 2024 W-2's
- File 941 Quarterly/Annual Report
- Dunn & Sam Annual Renewal
- Quarterly Financial Reports
- Prepare Base Worksheet for new Budget 25-26

City's Strategic Pillars

- Economically Vibrant and...
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Emmett Fire Department Goals this Budget Year (with percentage of completion to date)

- Work to provide a training area to include a burn building where class A materials can be burnt and provide a constant, realistic and rigorous training program (50% of completion)
- Provide all equipment necessary to allow for daily mission execution while meeting operational goals. (70% of completion)
- Implement a community based risk program that educates so that in each iteration high standards will be enforced, thus making our community safer. (50% of completion)
- Provide a positive work environment thus keeping well-trained and motivated firefighters for at least five year tours. (70% of completion)

Expenditures requiring authorization from higher and purpose of expenditure

No less than Top Ten Accomplishments since last

- Assisted Meadow View with questions regarding their alarm panel
- Responded to flow request for projects at the old canary
- Responded to fire drill questions at Butte View
- Provided Car seat safety for a daycare
- Provided additional information for EMS evaluation
- Evaluated new gas monitoring looking to apply grant \$ to cover cost
- Carberry Fire Drill
- Walk through of new construction multifamily dwelling
- Purchased \$2500 worth of public out reach material (covered by a grant)
- Got Command 2 online and surplussing F150 to IT
- Multiple residents new smoke detectors and battery replacements

Plan for next 30 days

- · Work on updating agreement with Medical Director
- Explosive gas training & rewrite of protocol
- Rehab team protocol
- Fix gutters station

Training (See Attached)

This report does NOT contain any data required by ordinance or statute...that is covered in a separate report

City's Strategic Pillars 1/14/25

- Economically vibrant and health-conscious city.
- Legally compliant with all state and federal laws.
- Performing its constitutional mission (protecting people and property).
- With adequate infrastructure for growth

EXPENDITURE REQUIRING AUTHORIZATION / PURPOSE OF EXPENDITURE

- 12/02/24 Morrow Electric, Well 6 10,500.00
- 12/02/24 Integrity Pump Solutions Inc, Well 6 Upgrades \$13,064.40
- 10/15/24 Sawtooth Land Surveying, FY22 City Monuments \$13,885.00
- 12/05/24 Meridian Fence LLC, Airport \$8,541.75
- 12/04/24 Core & Main LP, Water Meters \$9,430.92

TRAINING

12/19/24 ATSSA Traffic Control Technician, 2 Employees - \$105 each

ACCOMPLISHMENTS SINCE LAST REPORT

- 1. Completed upgrade at Well 6 for building and pump.
- 2. Completed winter process as a refresher of safety and policy with staff.

PLAN FOR NEXT 30 DAYS

- 1. 12th and Substation Intersection Review with Keller Associates design to be completed by 2/1/25.
- 2. Continuing our efforts to mitigate I&I. Ongoing
- 3. Sewer manhole grout and/or replacement for those leaking water. Ongoing
- 4. Repair bad water valves and water valve boxes. Ongoing.
- 5. Water valve exercise for all water distribution valves. Spring 4/1/25 to finish all city infrastructure.
- 6. Upgrade fire hydrants older than 18 years. Ongoing.
- 7. Design new storm system at Washington and E Main. 4/20/25
- 8. Meet with ITD to discuss findings of HWY 16 Public Meetings. Ongoing Development of decreased speed.
- 9. Upgrading signage throughout town in Right of Way.
- 10. Work on finishing GIS-ing of utilities in new subdivisions.
- 11. Review updates and process with ITD SH-16, SH-44, to SH-52.
- 12. Working with commercial and residential developments
- 13. Preparing 10th and Commercial for storm drain upgrades
- 14. Working with contractors for city right of way improvements on S Johns Ave for Gem Valley Townhomes.
- 15. Fixing potholes throughout town.
- 16. Trimming of trees in the city right of way throughout the town.
- 17. Finish Well #6 upgrades.
- 18. CCTV of sewer mains ongoing.
- 19. Going through all public works equipment to prepare surplus items no longer in use.
- 20. CCTV of sewer mains ongoing
- 21. Pickleball court sidewalk.
- 22. Upgrade PED ramps for Butteview elementary school crossing.
- 23. Rebuild water pump at water plant
- 24. Working with Keller for updates on standards for Public Works meter/fire hydrant

City's Strategic Pillars 1/14/2025 @ LIBRARY

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Mission: The Emmett Public Library serves as a resource for information, education, recreation, and to provide a place to meet, gather, learn, and preserve our community's history.

Library Goals this Budget Year (with percentage of completion to date

- "Balancing of Efficiencies" with maintaining current level of patron services and library usage (Growth); by supporting the library's mission, keeping policy mandates in compliance with State of Idaho HB710. 100%
- Library will implement best practices to manage & update patron accounts, communications, and collection data bases, expand delivery of learning opportunities through in-house, outreach & virtual resources. 75%
- Library will begin systems update and collections upgrade to RFID system. 10%
- Library will introduce a pilot program "Creative Aging" to serve senior populations as well as continue to upgrade & develop other Adult/Senior resources & enhancements by exploring grants and partnerships.
- Develop grant/gift programs as well as in-kind contributions, providing no less than \$50,000 a year towards budget.
 To date: Donations=\$3913.71 + Grants=\$0.00, In-Kind Donations=\$950.00
 - **Expenditures requiring authorization from higher and purpose of expenditure** None at this time
 - ❖ Yearly Training list- Nov 14 & 15th Early Learners Conference

No less than Top Ten Accomplishments since last report

- Updating ALL patron accounts to reflect mandate by State of Idaho-ongoing, ongoing
 - Snowman Showdown Dec 2nd-30th contest for kids during Christmas
 - Started using LYNX E-mail notices system directly from Emmett Public 12/2024
 - Idaho Commission for Library annual report due 12/31 submitted
 - Begin shelf shift & weeding of non-fiction collection
 - Grant submitted to PBS for Story Time Kits, received
 - Update meeting room applications

NEXT 30 DAYS

LYNX Department meetings, Cataloging, Circulation & Directors
Library Board Meeting 1/9/2025
Teen Membership Drive 1/31 @3pm
Bears, Books & Brownies children's fundraiser 2/12-13-14

This report does NOT contain any data required by ordinance or statute...that is covered in a separate report.

City's Strategic Pillars

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
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Systems Admin Goals (with percentage of completion to date)

- Complete fiber optic network to inner city facilities. **92% Locust Booster will be last major site to complete.** Locust fiber will be summer/fall 2025 target.
- Migrate all servers to cloud over the next 5 years. 35% SysAdmin, Library, Public Works converted to SharePoint cloud storage. Clerks are on deck.
- Complete Geographic Information System mapping of all city infrastructure assets (ongoing). **85% Dagger Falls** meters complete Phase 1. Gem Valley Townhomes and Long Horn up next.
- Convert city network from a bridged configuration to routed. 45% Initial plan and IP address scheme done. Converted City Park, Highlands Booster, Fire Department, Industrial Park, Tin building, Airport and Cemetery thus far.
- ARPA Projects and Reporting completion. 70% Locust Water/Sewer/Fiber rehab project to complete.

Expenditures requiring authorization from higher and purpose of expenditure

None

Training last 30 days

No less than Top Ten Accomplishments since last report

- 1. Airport cameras cleaning
- 2. GIS townhomes property
- 3. Replace water tower access point
- 4. Dark fiber patch from Well 9 to Water Tower
- 5. Blaser Park link replace
- 6. Locust gate programming
- 7. Veeam license update
- 8. GIS TURN network updates
- 9. Joint trench meeting with Crown Utilities
- 10. Townhomes detailed fiber plans
- 11. Cable labeling and documentation
- 12. Clean out fiber huts
- 13. Highlands camera replacement
- 14. Assist with schedule template and format
- 15. Replacement laptops x3 instances
- 16. Cable install on Whitewater Way

Plan for next 30 days

17.	IRON statewide north-south fiber build help	18.	Emmett Fiber customer notification system
19.	Dagger Falls phase 2 main fiber cable install	20.	Cameras and radio link 12 th /substation
21.	Long Horn sub phase 1 main fiber cable install	22.	Ubiquiti Door lock conversion testing
23.	Splicing and homes online Dagger Falls phase 1	24.	Impact Fees committee
25.	IOT Vlans setup on corporate network	26.	Update digline shape files and contact info
27.	Redundant link at Industrial Park	28.	Fiber through Legacy Heights to church site