

City of Emmett Council Meeting

November 12, 2024

Special 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

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

Council Present by Zoom: None

Council Absent: None

City Attorney: Jake Sweeten

Staff Present: Lyleen Jerome, Brian Sullivan

Staff Present by Zoom: None

Public Present: Paul Hilbig, Eagle, ID; Brian LaMore, Emmett, ID

PUBLIC HEARING:

Mayor Petrie opened the Public Hearing at 5:32 p.m.
Application for Annexation w/ zoning classification ANN#24-001
Applicant: LaMore Investments LLC
Location: 1200 Cascade Road

Brian Sullivan, Building Official and Zoning Administrator presented the application and staff recommendations for the annexation and zoning classification. Brian Lamore of LaMore Investments, LLC answered questions from the council.

Mayor Petrie asked three times for public comments, there were no comments from the public.
Mayor Petrie closed the public hearing at 5:39 p.m.

Decision of Public Hearing: Council President Henderson **MOVED TO APPROVE THE ANNEXATION AND ZONING CLASSIFICATION OF PARCEL NUMBER RP06N02W127390 AND DESIGNATE THE ZONING CLASSIFICATION OF (MD) – MIXED DEVELOPMENT AND DIRECT STAFF TO CREATE AN ORDINANCE AND WATER CONNECTION AGREEMENT TO BRING BACK TO COUNCIL FOR APPROVAL.** Seconded by Councilor Butler. **Motion carried by voice vote.**

PUBLIC HEARING:

Mayor Petrie opened the Public Hearing at 5:41 p.m.
Modification of Development Agreement
Applicant: Paul Hilbig, Landify, LLC
Property Location: 2061 S. Washington

Brian Sullivan, Building Official/Zoning Administrator presented Modification of Development Agreement and answered questions from the council. Paul Hilbig of Landify, LLC answered questions from the Council.

Mayor Petrie asked three times for public comments, there were no comments from the public.
Mayor Petrie closed the public hearing at 5:49 p.m.

Decision of Public Hearing: Councilor Sorenson **MOVED TO APPROVE APPLICATION DA 24-002, A MODIFICATION OF THE BI-MART DEVELOPMENT AGREEMENT SUBMITTED BY APPLICANT PAUL HILBIG WITH LANDIFY LLC, TO ALLOW AN R.V. PARK AS AN ALLOWED USE FOR PROPERTY LOCATED AT 2061 S. WASHINGTON, WITH APPROVAL BASED ON STAFF MEMO IN THE PACKET.** Seconded by Council President Henderson. **Motion carried by voice vote.**

ADJOURN

Councilor Harris **MOVED TO ADJOURN.** Seconded by Councilor Resinkin. **Motion carried by voice vote.**
Meeting adjourned at 5:52 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk

City of Emmett Council Meeting

November 19, 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
Lyle Thompson offered the Community Invocation

Council Present: Councilor Steve Nebeker, Councilor Tom Butler, Councilor Jody Harris, Councilor Gary Resinkin, Councilor Denise Sorenson-Denham

Council Present by Zoom: Council President Tona Henderson

Council Absent: None

City Attorney: Jake Sweeten

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

Staff Present by Zoom: None

Public Present: Jethro Batchelor Emmett; ID, Lyle Thomspson, Emmett ID; Dakota Gullickson, Boise, ID

Amendments to the Agenda: None

Declaration of Conflict of Interest: Councilor Harris asked for recusal from the Consent Agenda and Business Item 8D

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

ELECTED OFFICIALS:

Mayor: None

City Council: None

Announcements and Good of the Order: None

CONSENT AGENDA:

Approval of Minutes – November 5, 2024 – Regular Council Meeting

Approval of Accounts Payables

Approval of Permits – Bartender Permit – Kevin Burke, David Burkhart, Brandon Fry, Jody Harris, Christeen Mitchell, Kelli Ruel, Tiffini Stuart

Councilor Resinkin **MOVED TO APPROVE THE CONSENT AGENDA.** Seconded by Councilor Butler.
Motion carried by voice vote – 5-AYES. 1- Recusal

BUSINESS:

Stephanie Johnson, Deputy Clerk requests approval to write-off uncollected utility account balances.
Councilor Nebeker **MOVED TO APPROVE CHARGING OFF UNCOLLECTED DEBT ON UTILITY ACCOUNTS IN THE AMOUNT OF \$8,424.18.** Seconded by Councilor Butler. Motion carried by voice vote.

Mike Knittel, IT Director request approval of tower agreement site lease with SafeLink Internet, LLC dba Anthem Broadband. Councilor Butler **MOVED TO APPROVE FIRST AMENDMENT TO TOWER AGREEMENT SITE LEASE WITH ANTHEM BROADBAND WITH MAYOR TO SIGN** Seconded by Councilor Resinkin. Roll call vote: Council President Henderson – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Nebeker – AYE, Councilor Resinkin – AYE, Councilor Sorenson-Denham – AYE. 6-AYES, 0-NOES. Motion Carried.

Brian Sullivan, Building/Planning Administrator requests approval of final plat for Longhorn Acres Subdivision, Phase 1. Councilor Sorenson-Denham **MOVED TO APPROVE APPLICATION FP 24-004, LONGHORN ACRES SUBDIVISION PHASE 1, AND ADOPT THE STAFF REPORT AS PART OF THE APPROVAL.** Seconded by Councilor Harris. Motion Carried by voice vote.

Brian Sullivan, Building/Planning Administrator requests approval of final plat for Dagger Falls Subdivision, Phase 2. Councilor Nebeker **MOVED TO APPROVE APPLICATION FP 24-003 WITH BOND FOR DAGGER FALLS SUBDIVISION PHASE 2 AND ADOPT THE STAFF REPORT AS PART OF THE APPROVAL.** Seconded by Councilor Sorenson-Denham. Motion Carried by voice vote 5-AYES, 1-RECUSAL.

ACTIVITY REPORTS:

Building Official/City Planner – Brian Sullivan – Reported

City Clerk, Lyleen Jerome – Reported

Fire Chief – Curt Christensen - Reported

Library Director, Alyce Kelley – Reported

Police Chief, Steve Kunka – Reported

Public Works, Clint Seamons – Reported

IT Systems Director, Mike Knittel – Reported

ADJOURN

Councilor Harris **MOVED TO ADJOURN.** Seconded by Councilor Butler. Motion carried by voice vote.
Meeting adjourned at 5:59 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name RAUL GERMAN

Date Application Received 11-20-24 By SJ

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

Police Department

- Background Check [Signature]
- [Signature] Emmett Police Name/Records Check
- [Signature] Gem County Sheriff's Name/Records Check
- [Signature] Application Approved
- [Signature] Application Denied
- [Signature] Chief of Police (signature) 11-21-24 Date

Fingerprint Results Attached (New only) _____

City Council

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

Official Permit

- Created _____
- Mailed _____

Tracking # _____



CITY OF EMMETT



Bartender Permit Checklist

Applicant Name JEFFERSON JENKINS

Date Application Received 11/15/24 By SJ

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

Police Department

- Background Check 
- Emmett Police Name/Records Check
- Gem County Sheriff's Name/Records Check
- Application Approved
- Application Denied
- Chief of Police (signature)  Date 11-21-24
- Fingerprint Results Attached (New only) _____

City Council

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

Official Permit

- Created _____
- Mailed _____

Tracking # _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name JAMES JOHNSON

Date Application Received 11/18/24 By SJ

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

Police Department

Background Check [Signature]

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

Application Approved

Application Denied

[Signature]
Chief of Police (signature)

11-21-24
Date

Fingerprint Results Attached (New only) _____

City Council

Added to Council Agenda for approval

City Council Approved Yes No _____
Council Date

Official Permit

Created _____

Mailed _____

Tracking # _____

ORDINANCE NO. O2024-05

AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 6, CHAPTER 1, SECTION 5: CURRENTLY LABELED “RESERVED” TO “VEHICLES APPROACHING OR ENTERING TRAFFIC CIRCLES (ROUNABOUTS)”; AND PROVIDING AN EFFECTIVE DATE.

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

Section I. That Title 6, Chapter 1, Section 5, Emmett City Code, is amended by interlineations and additions to read as follows:

“Sec. 6-1-5. – ~~Reserved~~ Vehicles approaching or entering traffic circles (Roundabouts).

(1) The roundabout is a one-way circular intersection where a driver of a vehicle must always turn right to enter and exit (defined herein as a “traffic circle”). All drivers of vehicles approaching or entering a traffic circle shall slow down to at least five (5) miles an hour below the posted speed; and, if intending to turn to the right or to the left through the traffic circle, drivers shall signal their intent no less than one-hundred (100) feet from their entrance to the traffic circle and continue signaling throughout their turn until completed.

(2) When two (2) or more vehicles approach or enter a traffic circle from different streets, in addition to fulfilling the requirements of subsection (1) above, all drivers shall yield to any vehicle already entering in or inside the traffic circle from any direction.

(3) When two (2) or more vehicles approach or enter a traffic circle from different streets at or at about the same time, in addition to fulfilling the requirements of subsections (1) and (2) above, all drivers to the right shall yield the right of way to any vehicles on the driver’s left. This requirement is the opposite of the rules of the road when approaching or entering an unmarked or uncontrolled intersection. For the purposes of traffic enforcement, traffic circles are deemed to be controlled intersections due to their shape and traffic flow.”

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

Approved by the Council on _____, 2024.

City of Emmett, Idaho

ATTEST:

Gordon W. Petrie, Mayor

Lyleen Jerome, City Clerk



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

City Council Regular Meeting 2025 Annual Schedule

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

Listed below are the dates for City Council Meetings in 2025
As approved by City Council on December 3, 2024

Month	2nd Week	4th Week
January	14 th	28 th
February	11 th	25 th
March	11 th	25 th
April	8 th	22 nd
May	13 th	27 th
June	10 th	24 th
July	8 th	22 nd
August	12 th	26 th
September	9 th	23 rd
October	14 th	28 th
November	4 th (1 st Tuesday)	18 th (3 rd Tuesday)
December	9 th	16 th (3 rd Tuesday)



**501 East Main Street
Emmett, Idaho 83617**

2025 HOLIDAY CLOSURE SCHEDULE

NEW YEAR'S DAY	Wednesday	01/01/25
MARTIN LUTHER KING DAY	Monday	01/20/25
PRESIDENT'S DAY	Monday	02/17/25
MEMORIAL DAY	Monday	05/26/25
JUNETEENTH	Thursday	06/19/25
INDEPENDENCE DAY	Friday	07/04/25
LABOR DAY	Monday	09/01/25
COLUMBUS DAY	Monday	10/13/25
VETERANS DAY	Tuesday	11/11/25
THANKSGIVING	Thursday Friday	11/27/25 11/28/25
CHRISTMAS EVE	Wednesday (close at 12:00 p.m.)	12/24/25
CHRISTMAS DAY	Thursday	12/26/25



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

Wednesday October 16, 2024

Mayor, City Council:

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

Attached is the lease agreement for your review.

Thank you,

Clint Seamons, Public Works Director

LEASE AGREEMENT

Lease agreement dated _____, 202__ (“Lease”), between the City of Emmett, an Idaho municipal corporation, with an address of 501 E. Main St., Emmett, ID 83617 (“Landlord”) and Charles Brown, with an address of Po Box 16756, Boise, ID 83715 (“Tenant”).

WITNESSETH

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

The term of this Lease is for a period commencing on _____, 202__ and terminating on December 31st, 2044 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 \$513.50. Rent is due on or before January 1 of each year. Landlord may, by resolution of the Emmett City Council, periodically adjust the rent. Any such adjustment shall become effective for the next annual rental payment due. Such adjustments shall not occur more frequently than once each year.
2. **PROPERTY OF TENANT:** Tenant shall obtain property insurance on all Property of Tenant located on the Premises and hereby releases and discharges Landlord of and from any liability for damage to the Property of Tenant. “Property of Tenant” shall mean and include all personal property of Tenant including structures, equipment, furniture, and personal belongings kept or used on or installed in the Premises that are owned by and separately assessed to Tenant.
3. **WARRANTIES:** There are no warranties by Landlord. Tenant, in executing this Lease, is relying upon its own judgment, information and inspection of the Premises.
4. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the Premises at any reasonable time to examine the same and determine that Tenant is complying with the terms of this Lease.
5. **INDEMNIFICATION:** Tenant agrees to indemnify, defend, and hold harmless Landlord and its officers, agents, and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Tenant, Tenant’s agents, Tenant’s employees, Tenant’s representatives, Tenant’s invitees, or any other person allowed on the Premises by Tenant.
6. **HAZARDOUS WASTE AND HAZARDOUS MATERIALS:** Tenant agrees not to store, generate, or otherwise use or bring upon the Premises, any hazardous waste as defined by Federal, State, or local laws and regulations. All hazardous materials shall be stored and disposed of strictly in accordance with any State or Federal regulations. Tenant shall hold Landlord harmless from any liability associated with Tenant’s use or possession of hazardous materials.

7. USE OF PREMISES: Tenant will construct a hangar on the Premises for aeronautical purposes, primarily to store, maintain and construct aircraft. Except for hazardous materials, non-aeronautical items may be stored in the hangar provided the items do not interfere with the aeronautical use of the hangar. Items are generally considered to interfere with the aeronautical use of the hangar when they impede the movement of aircraft in and out of the hangar or displace the aeronautical contents of the hangar. Tenant shall, at all times, comply with all laws, regulations and ordinances associated with the use of the Premises. Tenant shall not construct any additional buildings on the Premises without first obtaining Landlord's written permission. Tenant's use of the Premises shall not be changed without the written consent of Landlord. All use and operation on the Premises shall be in strict accordance with all applicable Local, State and Federal (FAA) rules and regulations.

8. USES NOT PERMITTED: Tenant shall not use, and Tenant shall not permit anyone else to use the Premises for any of the following purposes:

- (a) The operation of any business without written permission from the Landlord.
- (b) Construction of any additional buildings without Landlord's written permission.
- (c) Aircraft construction and maintenance not in accordance with Federal Aviation Regulations.
- (d) Any residential use.
- (e) The storage of any refuse or trash.
- (f) Smoking by anyone in the hangar.
- (g) Running the aircraft engine in the hangar.
- (h) Fueling or de-fueling the aircraft in the hangar.

9. OPTION TO RENEW: Tenant shall have the right to renew the Lease for a period of twenty (20) years. If Tenant desires to renew the Lease, then written notice of such renewal shall be given not sooner than one (1) year and not less than one hundred twenty (120) days prior to the termination date of this Lease.

10. TERMINATION OF LEASE: If Landlord ceases to own or operate the airport or finds that because of Federal, State, or other restrictions, it is impractical to continue the Lease, or in the event that Landlord determines in its sole discretion that it is not in Landlord's best interest to continue with the Lease, then this Lease shall terminate. Landlord shall give Tenant notice of such termination 90 or more days in advance of the termination date.

11. REPAIRS: Tenant shall repair damages, except those caused by normal use, to the airport and Premises which are the result of Tenant's action or of any invitee of Tenant while making use of the airport or Premises. Repairs shall be completed within ninety (90) days of the date of any such damage. If Tenant cannot reasonably repair such damage within ninety (90) days, Tenant shall give notice to Landlord of that fact and request an extension of 90 days. Such an extension shall not be unreasonably withheld.

12. RELOCATION: If Landlord undertakes airport renovation and/or expansion or any other project which requires the use of the Premises, then Tenant shall relocate its hangar to another location. Landlord shall attempt to provide a comparable location for the substituted Premises. Landlord shall give Tenant written notice one (1) year in advance of when such relocation is required. Relocation shall be at Tenant's expense.

13. UTILITIES: Tenant shall pay before the same are delinquent all sewer, water, gas, electricity, power, and other utilities used by Tenant. Tenant shall pay all connection costs, meter installation costs and any other costs associated with utilities used by Tenant. All installations must be approved by and comply with any municipal, state, or federal laws and regulations.

14. TAXES AND ASSESSMENTS: Tenant shall pay all personal property taxes and assessment levied against Tenant's personal property, including the hangar and any other taxes associated with the Premises, promptly before the same become delinquent.

15. ACCESS: Tenant shall have access to the Premises by aircraft and by automobile. Automobiles may be parked inside the hangar while Tenant's aircraft is being operated, or at a parking area off the aircraft ramps that is so designated.

16. LIENS: Tenant shall not suffer or permit any liens to be filed against the Premises or any part of the Premises. If a lien is filed against the Premises, Tenant shall cause the same to be removed of record within sixty (60) days after the date of the filing of the lien. Failure to remove the lien shall be a default under this Lease, or any renewal thereof.

17. FIRE HAZARDS: Tenant shall comply with all applicable fire codes.

18. WASTE PROHIBITED: Tenant shall not commit any waste or damage to the Premises and shall not permit any waste or damage to the Premises.

19. MAINTENANCE: Tenant shall keep and maintain the Premises in a neat and orderly manner and shall keep the Premises free from debris, garbage, and other unsightly material. Tenant shall maintain all leased surfaces not covered by asphalt or concrete in a weed-free condition.

20. LIABILITY INSURANCE: Tenant shall maintain a comprehensive liability insurance policy in an amount of not less than five hundred thousand dollars (\$500,000.00) covering the Premises during the terms of this lease. The policy shall provide coverage for all acts for which Tenant is required to indemnify Landlord under Paragraph 5 of this agreement. Tenant shall have Landlord named as an additional insured and shall provide Landlord with proof of current insurance during the term of this Lease, or any renewal thereof. The policy shall provide that the insurance company shall give Landlord written notice of any proposed cancellation of the insurance 30 or more days in advance of such cancellation.

21. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease without the written consent of Landlord. Tenant may sublet the whole or any part of the Premises. Tenant shall promptly provide Landlord with the names and contact information of any sub-Tenants. If Tenant sublets, then Tenant shall remain liable to Landlord for full performance of Tenant's obligations.

22. ATTORNEY'S FEES: In the event an action is brought to enforce any of the terms or provisions of this Lease, or to enforce forfeiture thereof for default by either of the parties, the successful party in such action shall be entitled to recover from the losing party reasonable attorney's fees, together with such other costs as may be authorized by the court.

23. SERVICE OF NOTICES: Any notice may be served upon Landlord by certified mail, return receipt requested, to Landlord at 501 East Main Street, Emmett, ID 83617, and any notice may be served upon Tenant by certified mail, return receipt requested, to Tenant at the above address. Service of notice by certified mail shall be deemed complete upon the date of the post mark by certified mail. Either party may change the address for service of notice by written notice to the other party.

24. CONSTRUCTION OF STRUCTURE: All plans and specifications shall be subject to the approval of the Landlord, the Emmett Building Inspector, the State of Idaho, and the FAA. All construction shall be at Tenant's own expense and must be according to the drawings and specifications submitted to and approved by Landlord prior to commencement of construction. Any changes must have the approval of all required approving agencies. Aesthetic design standards shall be determined by Landlord. Tenant shall comply with FAR Part 77 which requires that all such construction on an airport be coordinated with FAA using FAA Form 7460-1, "Notice of Proposed Construction or Alteration." Such forms shall be completed by the Tenant and approved by the Landlord before being submitted to the FAA. Tenant shall submit the form to the FAA unless otherwise directed by Landlord. Tenant shall provide a copy of all such forms to Landlord. The City Airport Advisory Committee with input from the Airport Manager shall approve the plans before construction is commenced. Tenant shall begin construction of the hangar within six (6) months from the date of Lease commencement. Failure to begin construction within six (6) months from the date of Lease commencement shall cause this Lease to be null and void, unless Tenant applies for an extension of time which is subsequently approved by the city council. To be valid, Tenant's application for time extension shall be submitted in writing to the Landlord within six (6) months from the date of Lease commencement, shall state the reasons for failure to begin construction, and shall also include a proposed length of extension, which may not exceed twelve (12) months from the date of Lease commencement. Only one extension may be granted by the City Council, in the City Council's sole discretion. Structures shall be completed within one (1) year after construction has started.

25. NOTICE TO AIRMEN: Tenant shall notify the airport manager in writing when construction begins and when it ceases. The airport manager will request and cancel a NOTAM with the FAA in Boise, Idaho, for the appropriate time of construction.

26. SALE OF HANGAR: Tenant shall not sell the hangar without first obtaining written permission from Landlord. Landlord shall not unreasonably withhold its consent. Any sale shall be subject to the terms of this Lease.

27. REMOVAL OF STRUCTURE: At the termination of this Lease, Tenant shall be entitled to remove the hangar provided that the Tenant returns the Premises to the same or better condition as it existed immediately before Tenant commenced construction of the hangar. If the hangar has not been removed within 120 days after the lease expires, it shall be considered the property of Landlord and Tenant shall have no further right or interest in the hangar.

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

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

DATED this _____, 202__.

LANDLORD:

CITY OF EMMETT

By: _____
Mayor

TENANT:

By: Charles A Brown
Charles Brown

Attest:
City Clerk



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

Wednesday October 16, 2024

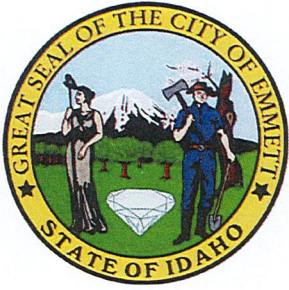
Mayor, City Council:

I am requesting a **MOTION to approve termination of hanger lease between Tom Gresham and the City of Emmett with the Mayor to sign**

Attached is the termination letter for your review.

Thank you,

Clint Seamons, Public Works Director



CITY OF EMMETT
Office of the Mayor
501 East Main Street
Emmett, Idaho 83617

Gordon W. Petrie, Mayor
Lyleen Jerome, City Clerk
Jake Sweeten, Attorney

Council President: Tona Henderson
Councilors: Thomas Butler
Jody Harris
Steve Nebeker
Gary Resinkin
Denise Sorenson

December 3, 2024

RE: Termination of Hangar Lease

The City of Emmett hereby grants permission to Tom Gresham to sell his hangar to Charles Brown. Upon Charles Brown entering into a lease agreement with the City of Emmett, the lease agreement between Tom Gresham and the City of Emmett dated November 9, 2021 shall be terminated.

Approved by City Council on December 3, 2024

Gordon Petrie, Mayor

City's Strategic Pillars
12/3/24

- 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

- NONE

TRAINING

- NONE

ACCOMPLISHMENTS SINCE LAST REPORT

1. Completed concrete pour for pickleball courts.
2. Completed certified flagger training for all public works employees.
3. Completed sending out Lead and Copper Letters.

PLAN FOR NEXT 30 DAYS

1. Starting grant application for 12th St and Substation intersection. Complete 8/1/24
2. 12th and Substation Intersection Review with Keller Associates continued.
3. Continuing our efforts to mitigate I&I. Ongoing
4. Sewer manhole - grout and/or replacement for those leaking water. Completing Fall '24
5. Repair bad water valves and water valve boxes. Ongoing.
6. Water valve exercise for all water distribution valves.
7. Upgrade fire hydrants older than 18 years.
8. Design new storm system at Washington and E Main.
9. Meet with ITD to discuss findings of HWY 16 Public Meetings.
10. Upgrading signage throughout town in Right of Way.
11. Work on finishing GIS-ing of utilities in new subdivisions.
12. Started lead and copper report for IDEQ/EPA
13. Repair cemetery for summer and fertilization and irrigation.
14. Annual Backflow Testing Notification continued.
15. Review updates and process with ITD SH-16, SH-44, to SH-52.
16. Started patching asphalt cuts that took place during winter
17. Working with commercial and residential developments
18. Preparing 10th and Commercial for storm drain upgrades
19. Backwash water treatment plant.
20. Started demo of piping for Well #6 Upgrade Project.
21. Working with contractors for city right of way improvements on S Johns Ave for Gem Valley Townhomes.
22. Winterizing city facilities.
23. Fixing potholes throughout town.
24. Run staff through winter process as a refresher of safety and policy.
25. Trimming of trees in the city right of way throughout the town.

City's Strategic Pillars
12/3/2024

- 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, implement new ordinance-----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 = November 2024: New house = 3 YTD New Houses= 131, Foundation Only =, Commercial =, Duplex =, Tri-plex =, 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 Blue Valor racetrack
9. Walk-thru of phase 3-4 of Dagger Falls

NEXT 30 DAYS

10. Draft ADU Ordinance to bring to zoning commission for workshop
11. Work on Building Department fee increase for permits
12. Start review zoning and subdivision ordinances for compliance with comp. plan
13. Start updating Design Review Manual
14. Construction drawings Skyhawk East subdivision
15. Finalize right of way improvements and landscaping for Mountain Creek Subdivision, (Grocery Outlet/Starbucks).

Zoning Applications

- Special Use Permit, 905 E. 4th St., Nursery for children and private school, 11/4/2024, tabled for more information
-

Training:

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

City's Strategic Pillars

November 29, 2024

- **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

November Transactions

- Billings sent – 2460 / E-mail Bills - 908
- ACH (Direct Pay) customers – 791
- Over the counter Water/Sewer payments (checks/cash/cards) – 1715
- Phone Payments - 51
- On-Line Credit Card Payments – 810
- Disconnection late letters mailed - 338
- Water disconnections due to non-payment -36
- New Water/Sewer Accounts opened - 37
- Cemetery Lots Sold/Deeds Issued - 0
- Open/Close Cemetery Lots - 10
- Bartender/ Alcohol/Catering Permits - 18
- Dog License – 9
- Business Registration Certificate – 30
- Vendor Permits/Other License – 0
- Accounts Payable Claims processed – 100 * \$505,166
- Onboard new employees – 0
- Terminations - 1
- Payroll processed 157 \$340,677
- Bank Reconciliations completed on all accounts thru November
- State Insurance Fund Payroll Report submitted 11/5/24
- Audit Scheduled for January 2, 2025
- Write-offs of uncollected utility accounts completed
- Idaho State Central Registry Report submitted

Plan for next 30 days

- Prepare 2024 W-2's
- File 941 Quarterly/Annual Report
- Annual Road Report
- Local Government Annual Finance Report
- Dunn & Sam Annual Renewal
- Submit F/Y 23-24 documents to auditor

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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

- Planning for Tom Merrill PVFD
- Car seat install x 3
- Research WUI and Wildland impacts on Emmett formed game plan for 2025
- Responded to public records request
- Repaired Air Trailer in house
- 4 FFs assisted with their veins for a high school student phlebotomy class
- Passed EMS sight survey with flying colors
- Worked with developer on decreasing noise
- Station Tour
- Hung lights at City Hall
- Installed Cascade system and schedule service of compressor and Extrication Tools
-

Plan for next 30 days

- Re-certify Cascade tanks
- Work on updating agreement with Medical Director
- Explosive gas training & rewrite of protocol
- Rehab team protocol
- Fix gutters station
- Hydrant Testing

City's Strategic Pillars 11/19/2024 @ LIBRARY

- Economically Vibrant and...
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Mission: The Emmett Public Library is the heart of the community. It provides real and virtual resources for the Gem Community, as well as ever expanding learning and recreational opportunities.

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=\$0.00 + Grants=\$0.00, In-Kind Donations=\$0.00**

- ❖ ***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
- KTVB Community Giving Grant AWARDED for Friends of the Library Creative Aging Program
- LYNX meeting with new Administrator Brad Smith 10-2
- Idaho Family Reading Week Nov 4th -9th
- Research RFID & begin steps to implement, meeting 11-20 (beginning with ALL courier items)
- Recruit new library board member to replace resigning member, being appointed 12-3
- Friends of the library Bazaar advertising and set up.

NEXT 30 DAYS

- Friends of the Library Lobby Bazaar 11-18 to 12-7
- Begin using LYNX E-mail notices system directly from Emmett Public by end of 2024
 - Idaho Commission for Library annual report due 12/31
 - Begin shelf shift & weeding of non-fiction collection
 - Update meeting room policy & update application

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City of Emmett Police Department

City's Strategic Pillars

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Police Department Goals this Budget Year (with percentage of completion to date)

- Retain 100% of Staff for no less than 5 years. (Current 5-14 2 are on their 5th year this year)
- Proactively make residences and businesses along 1/5 of the main arterials in the city at least 80% ordinance compliant each year, in addition to reacting to citizen complaints; new arterials will be targeted each year (2020 4th Street). (20%)
- Updating (99% complete) and implementing (36% completed) a complete standardized protocols and policies manual utilizing current industry practices. This is a partnership with Lexipol that has been recognized in risk management for law enforcement.

Expenditures requiring authorization from higher and purpose of expenditure

No Less than Top Ten Accomplishments Since Last

- **Assisting Council with creating on ordinance for round abouts. 11-26-24**
- **Officer Maldonado has started phase II. 11-26**
- **Officer Garcia is in phase III. 11-26**
- **1 applicant in backgrounds for the 2 openings in patrol. Other applicant has accepted a conditional with a start date of December 2. Will be offering conditional to 2nd Applicant next week. 11-26**
- **Interviews have been set up for ordinance position. We have 3 applicants. 2 applicants in backgrounds for position. 11-26**
- **Met with School admin. Oct. 16 and will be submitting an agreement about the fulltime position to council soon. Jake is working on this. Should be no later then January. 11-26**
- **Officer Hall looking at picking up used and updated radios from an out of state agency. 11-26-24**
- **Officer Hall revamping FTO program. 11-26-24**
- **Still need to finish up stranger danger with kindergarten classes at Shadow Butte and Preschool. 10-31**
- **Working with school, road departments, sheriff department, ITD and other city officials with creating a school safe zone on hwy 16/52 from substation to mill RD. Meeting again in November (this week). Will be mentioning the concerns about 4th and Washington. Had another meeting on this last week. 11-26**
- **Talking to a second company about switching to 9mm. 11-14-24**

Plan for next 60 days

- Investigations Tech is looking into a grant that will provide us with software and hardware for cell phones forensics investigations. This is on hold until after the class Mike Darling attends in January. 9-18-24
- Add Electric mobile devices to city ordinances that pertain to not allowing them on the sidewalk down town.
- Create a food truck ordinance. 10-18
- Updating duty Pistols from 40 cal. To 9mm. 9-18
- School district is getting a grant for radios and during process of this have found out how to connect EMS with LE and Fire. 6-20-24 need to follow up on this. 10-17

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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. Cameras install water plant
2. Gem Valley Townhomes joint trench
3. SFP change out at WWTP blower building
4. New Synology storage unit for PD overflow
5. WWTP Headworks network switch replacement
6. Meeting with City of Eagle officials on fiber
7. Setup PD evidence laptops
8. GIS Dagger Falls 1 and Long Horn
9. Replace weather station at airport
10. Synology 3 vcenter hypervisor update
11. PD Archive drive roll out
12. Sharepoint notifications generation for schedule
13. SWET/Printer fix PD
14. Rack shelf install for Synology City Hall
15. Replace PTP link antenna Blaser Park
16. Door code updates ball fields

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. 11 PTZ camera installs
27. Additional OTDR unit sourcing	28. Judo/16 Fiber project