

ELMORE COUNTY PLANNING AND ZONING COMMISSION
War Memorial (American Legion Hall), 515 East 2nd South Street, Mountain Home, ID
83647

Wednesday, June 3, 2015 at 7:00pm

Agenda

PLEASE SILENCE CELL PHONES

CALL TO ORDER

ESTABLISH QUORUM

- | | |
|---|--|
| <input type="checkbox"/> Chairperson Patti Osborn | <input type="checkbox"/> Vice-Chairman K.C. Duerig |
| <input type="checkbox"/> Betty Van Gheluwe | <input type="checkbox"/> Sue Fish |
| <input type="checkbox"/> Ed Oppedyk | <input type="checkbox"/> Shane Zenner |
| <input type="checkbox"/> Jeff Blanksma | |
|
 | |
| <input type="checkbox"/> Attorney of Record Phil Miller | |

PLEDGE OF ALLEGIANCE

NEW BUSINESS

PUBLIC HEARING

- **Second Life Recycling, LLC for a Conditional Use Permit for a tire sorting and shredding facility in the Interstate Commercial (C2) and Light Industrial (M1) Zone. Case Number: CUP-2015-10.** The site is located in the SE 1/4 NE 1/4, Section 15, Township 1 South, Range 4 East, B.M. A common way of locating the property is from Mountain Home head west on I-84, take Simco Road exit and head south, property is on the east approximately 1/2 mile. Site address is 1733 Simco Road.

OLD BUSINESS

PUBLIC HEARING

- **Continuation for Intermountain Development (Jim Carrie) for a Conditional Use Permit to subdivide an existing 5-lot subdivision Frontage Estates into a 57-lot subdivision (Blue Sage Subdivision) in the Agriculture Zone/Mountain Home Area of City Impact. Case Number: CUP-2015-09.** The site is located in NW1/4, Section 15, Township 3S, Range 6E, B.M. A common way of locating the property is from Sunset Strip turn onto Frontage Road. The property is located approximately 1 mile on the right.

ITEMS FROM THE PUBLIC

MINUTES

- Minutes from 05-20-15

INFORMATION ITEMS

- Upcoming P & Z Schedule

MEETING ADJOURNED



Elmore County Land Use and Building Department

520 East 2nd South Street
Mountain Home, Id. 83647
Phone: (208) 587-2142 ext. 254
Fax: (208) 587-2120
www.elmorecounty.org

Alan Christy
Director

Tell Riley
Building Official

Beth Bresnahan
Planner I

Kacey Ramsauer
Administrative
Assistant

Staff Report to the Planning and Zoning Commission

Meeting/Hearing Date: 06/03/2015 **Date Report Compiled:** 05/29/2015

Agenda Item: Conditional Use Permit for tire shredding facility in the Interstate Commercial and Light Industrial Zone

Applicant: Second Life Recycling, LLC

Case Number: CUP-2015-10

Staff: Beth Bresnahan

Location: Portion of the SE1/4NE1/4, Section 15, Township 1 South, Range 4 East, B.M. A common way of locating the property is from Mountain Home head west on I-84, take Simco Road exit and head south, property is on the east approximately 1/2 mile. Site address is 1733 Simco Road.

Zoning: Interstate Commercial (C2) and Light Industrial (M1)

Parcel Number: RP 01S04E152000 A

BACKGROUND:

The conditional use permit application for a tire sorting facility was turned in to the Land Use and Building Department on April 17, 2015. The applicant is proposing a tire sorting facility and to resell to secondary markets. The proposed use is classified in the Elmore County Zoning and Development Ordinance (the "Ordinance") as a "Recycling Plant or Processing Center." The applicant had a pre-application meeting with the Director on April 1, 2015. The neighborhood meeting was held on April 14, 2015. Notice of Public Hearing was sent to property owners within 1000 feet and agencies on May 7, 2015. Notice of Public Hearing was published in the Mountain Home Newspaper on May 13, 2015. Public hearing notice was posted on the site on May 21, 2015.

The property is currently zoned Light Industrial and Interstate Commercial due to the proximity of Interstate 84 exit 74.

Approximately 10,000 tires will be stored on site in shipping containers.

There is one existing structure on the site and tires are proposed to be stored inside the existing building. The existing building has a paved unmarked parking lot. There is one existing approach to the site off of Simco Road. It appears that a firework sales building directly to the south utilizes the same approach and driveway. The site appears to have the required landscaping.

LETTERS FOR THE RECORD

1. Elmore County Treasurer/Assessor letter
2. DEQ letter dated May 22, 2015, from Danielle Robbins
3. IDT letter dated May 20, 2015, from James Morrison

ATTACHMENTS:

1. Application
2. Map
3. Posting photos

ANALYSIS OF REQUIRED FINDINGS FOR CONDITIONAL USE PERMIT:

1. The proposed use shall, in fact constitute a Conditional Use as determined in Chapter 8, Table 6-8-11 (C), Elmore County Land Use Table, as contained in this Ordinance;

Staff Response: A Recycling Plant or Processing Facility requires a conditional use permit in the C2 zone. There are additional requirements for this application found in Ordinance Section 6-8-179: Recycling Plant or Processing Facility.

2. The proposed use shall be in harmony with and in accordance with the Elmore County Comprehensive Plan and this Ordinance (Title 6);

Staff Response: Staff believes the following Comprehensive Plan Objectives apply to the conditional use permit application:

Land Use Objective 5: Encourage and support commercial and industrial development if it complies with County ordinances and guidelines to create jobs and expand the tax base. Maintain two industrial zones: heavy and light.

Land Use Objective 8: Review all commercial and industrial development proposals to determine the land use compatibility and impact to surrounding areas.

3. The proposed use complies with the purpose statement of the applicable base zone and with the specific use standards as set forth in this Chapter;

Staff Response: Staff believes this use complies with this purpose statement of the Light Industrial zone:

“The purpose of the M1 district is to provide for commercial and light industrial development and opportunities for employment of Elmore County citizens and area residents and reduce the need to

commute to neighboring cities. The M1 district will encourage the development of manufacturing, wholesale, and distribution establishments which are clean, quiet, and free of hazardous or objectionable elements, such as noise, odor, dust, smoke, or glare and that are operated entirely or almost entirely within enclosed structures or fenced yards; to delineate areas best suited for industrial development because of location, topography, existing facilities, and relationship to other land uses. Uses within the M1 district require reasonable access to arterial roadways. Land uses in this category may require a mix of commercial or light industrial uses that consists of clean types of manufacturing, processing, warehousing, repair and general industrial uses.”

Staff also believes this use complies with the purpose statement of the Interstate Commercial zone:

“The purpose of the C2 district is to permit the establishment of general business and commercial uses that have direct access to State Highways and convenient access to the Interstate. Shopping centers will be encouraged and strip development shall be discouraged. This district may also be located on arterial thoroughfares or in areas where general commercial business is compatible with surrounding land uses. The Highway/Interstate commercial category is needed to accommodate large or intensive commercial and/or business establishments that are typically oriented to a major roadway or freeway interchange.”

4. The proposed use shall comply with all applicable County Ordinances;

Staff Response: Staff has concerns about this use complying with all applicable County Ordinances: there is no Master Site plan to verify parking spaces, landscaping, etc., as per required Section 6-27-3,B:

“The applicant shall concurrently submit and obtain approval for a master site plan subject to the regulations of this Title, unless specifically exempt under the regulations of that Title. Any accessory buildings or facilities and any outdoor storage areas shall be noted on the master site plan and reviewed as part of the conditional use.”

Staff has proposed conditions to ensure the building meets all applicable building codes for the proposed use. A master site plan will be required for any zoning/building permit.

5. The proposed use shall comply with all applicable State and Federal regulations;

Staff Response: State and Federal agencies have been notified of this application. Applicant has been in contact with Idaho Department of Environmental Quality and has started the process for Waste Tire Storage Site.

Idaho State Statute § 39-6501 Waste Tire Disposal defines storage as:

"means to accumulate more than two hundred (200) waste tires at any time, in a manner that does not constitute final disposal at a waste tire disposal site, or to own or control property on which more than two hundred (200) waste tires accumulate at any given time, in a manner that does not constitute final disposal at a waste tire disposal site. The following activities shall not constitute "storing" or "storage" of waste tires:

- (a) A retail tire dealer collecting less than one thousand five hundred (1,500) waste tires at any point in time for each retail business location.*
- (b) A tire retreader collecting less than three thousand (3,000) waste tires at any point in time for each individual retread operation so long as the waste tires are of the type the retreader is actively retreading.*
- (c) A wrecking salvage business collecting less than one thousand five hundred (1,500) waste tires for each retail business location.*
- (d) A waste tire disposal site collecting waste tires for disposal at the site in accordance with the site's approved operating plan.*
- (e) A wholesale tire dealer collecting less than one thousand five hundred (1,500) waste tires at any point in time for each wholesale business location.*
- (f) An approved solid waste transfer station or solid waste landfill collecting less than one thousand five hundred (1,500) waste tires prior to transfer to an approved waste tire storage or disposal site.*
- (g) A farm or livestock operation which utilizes waste tires to secure farm or livestock silage or wastes provided the total number of waste tires shall not exceed one thousand five hundred (1,500).*
- (h) A permitted facility storing tires for an approved beneficial use."*

Idaho State Statute 39-6502 states: (1) No person shall store waste tires on any public or private property in this state or in the waters of this state unless the property is a waste tire storage site as defined or otherwise exempted in this chapter.

(2) Permit or local authorization required. No person shall own or operate a waste tire storage site without a permit or other written county or city authorization, as follows:

- (a) Counties and cities shall only issue permits or other written authorizations that contain terms and conditions that assure waste tire storage sites are operated in compliance with this chapter and any additional requirements the county or city deems appropriate. Counties and cities shall review waste tire storage site applications*

pursuant to the procedures contained in section 67-6512, Idaho Code.

(c) New waste tire storage sites. The current owner or operator of a new waste tire storage site shall not commence waste tire storage at the site until the county or city issues a permit or other written authorization permitting waste tire storage.

(d) Counties and cities shall issue permits and other written local authorizations for waste tire storage sites.

Upon written request from the city council or board of county commissioners to the department, the department shall be responsible for the permitting and authorization requirements of this section with respect to any application submitted to the county or city, in lieu of the county or city.

(e) Financial assurance. The owner or operator of a waste tire storage site shall maintain financial assurance in the form of a cash bond payable to the county or city, in an amount acceptable to the county or city where the waste tire storage site is located; provided however, counties and cities shall require a minimum initial financial assurance of two dollars and fifty cents (\$2.50) per tire authorized to be stored at the site. The amount of financial assurance shall be adjusted each year in accordance with the consumer price index on the anniversary date of the issuance of the permit or other city or county written authorization. Failure to adjust the amount of financial assurance on the anniversary date each year shall constitute failure to comply with the provisions of this chapter and shall result in automatic revocation of the permit or other written city or county authorization and forfeiture of the bond. Cities and counties shall only process an application submitted under this section when documentation submitted with the application establishes compliance with the financial assurance requirement of this paragraph."

Staff anticipates additional comments and/or requirements from the State Fire Marshal. Any comments received from the State Fire Marshal will be provided in a supplemental staff report.

6. The proposed use shall be designed, constructed, operated, and maintained in such a way as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity; and that such use shall not change the essential character of said area;

Staff Response: There are existing facilities within 5 miles of the proposed project that store and/or recycle different materials; US Ecology, a medical waste facility and Alternative Environmental Systems.

7. The proposed use shall not be hazardous or disturbing to existing neighboring uses or impede their normal development;

Staff Response: Staff does not believe this will be hazardous or disturbing to neighboring uses.

8. The proposed use shall be served adequately by available public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewer, or that the person responsible for the establishment of the proposed conditional use shall be able to provide adequately any such services;

Staff Response: Staff believes proposed use will not create excessive additional requirements at public cost. The site is an existing facility with an existing approach to Simco Road. The structure utilizes an existing well and septic.

9. The proposed use shall not create excessive additional requirements at public cost for public facilities and services and the proposed use shall not be detrimental to the economic welfare of the County;

Staff Response: There is no data provided that the proposed use will not create excessive additional requirements at public costs.

10. The proposed use shall not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

Staff Response: No excessive smoke, fumes, glare or odors are anticipated with the proposed use.

11. The proposed use shall have vehicular approaches which shall be so designed as not to create an interference with traffic on surrounding public or private roadways;

Staff Response: There is an existing approach to the property. Any new approaches will need to be approved through the Mountain Home Highway District.

12. The proposed use shall not result in the destruction, loss or damage of a natural or scenic feature of major importance.

Staff Response: Staff feels this use will not result in the destruction, loss or damage of a natural or scenic feature of major importance.

STAFF COMMENT

Staff anticipates receiving comment from the State Fire Marshal. Any comments received from the State Fire Marshal will be incorporated into a supplemental staff report.

STAFF RECOMMENDATION

If approved, staff recommends the following conditions of approval:

1. Proposed use will comply with Chapter 27 and Section 6-8-179 of the Elmore County Zoning and Development Ordinance.
2. Failure to comply with any condition may result in the revocation of the conditional use permit.
3. All outstanding taxes and fees must be paid.
4. The use shall comply with all State and Federal regulations.
5. The applicant shall obtain financial assurance in the form of a cash bond as per Idaho State Statute 39-6502.
6. Prior to utilizing the site, the applicant shall obtain zoning/building permit approval from the Elmore County Land Use and Building Department to ensure the existing structure is designed and constructed to house the proposed use. As part of the zoning/building permit process the applicant shall submit and gain approval of a master site plan.



Elmore County Land Use and Building Department

520 East 2nd South Street
Mountain Home, Id. 83647
Phone: (208) 587-2142 ext. 254
Fax: (208) 587-2120
www.elmorecounty.org

received
05-12-15 BSB

Alan Christy
Director

Tell Riley
Building Official

Beth Bresnahan
Planner I

Kacey Ramsauer
Administrative
Assistant

Elmore County Assessor – Parcel Number: 01304E152000
 Comments: _____
 Elmore County Treasurer – Taxes 1st Half PIF 2nd Half PIF (2014)
 Late Charges: Yes ___ No ___ Comments: _____

*Cooley Smith
5-12-2015*

Date: April 27, 2015
 To: Whom It May Concern
 Subject: Notice of Public Hearing
 Applicant: Second Life Recycling, LLC- Conditional Use Permit for a tire sorting and shredding facility
 Case #: CUP-2015-10

A public hearing will be held before the Elmore County Planning and Zoning Commission on the enclosed application. The hearing is scheduled for Wednesday, June 3, 2015 at 7:00 p.m. in the War Memorial (American Legion) Hall at 515 East 2nd South Street, Mountain Home, Idaho.

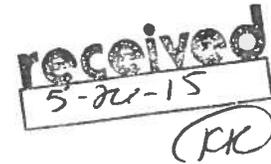
Please review the application and return your written comments to the Elmore County Land Use and Building Department, 520 East 2nd South Street, Mountain Home, ID, 83647, by 5 p.m. on Friday, May 22, 2015, so your comments are included in the record. If you prefer, please come to the hearing to testify before the Commission.

If you have any questions or if we can be of any assistance, please do not hesitate to contact the office. To ensure compliance with the American Disabilities Act (ADA) of 1993, the Elmore County Clerk the responsible coordinator. Provisions will be made for persons with disabilities who are unable to attend this hearing. A grievance procedure is available from M. Bate, Elmore County Courthouse, in accordance with the ADA regulations.

Sincerely,

Alan Christy
Director

Enclosures: Application
AC:bsb



DEQ Response to Request for Environmental Comment

Date: 05/22/2015
Agency Requesting Comments: Elmore County Land Use & Building Department
Date Request Received: 05/14/2015
Applicant/Description: CUP-2015-10. Second Life Recycling LLC

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <http://www.deq.idaho.gov/ieq/>.

The following information does not cover every aspect of the Second Life Recycling LLC project; however, we have the following comments specific to this project to use as appropriate:

- 1) Page 4 of 7, item 22, fifth question: "How does the proposed land use comply with all applicable State and Federal regulations?"
Applicant's response: "Filed Special Use Permit to DEQ with this."
DEQ does not have authority to approve Waste Tire Storage Sites unless specifically requested by local governments. DEQ has not received a request from Elmore County for the approval of this facility.*
- 2) Idaho Code 39-6502(2)(e) requires owners or operators of waste tire storage sites to provide and maintain financial assurance to the local government in an amount of at least \$2.50 per tire authorized to be stored. Owners or operators are also required to adjust this amount annually for inflation. Failure to adjust the amount on the anniversary date is a violation of this Act and shall result in automatic revocation of the permit or other written local government approval.*

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. Air Quality

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).*

For questions, contact David Luft, Air Quality Manager, at 373-0550.

- IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.*

For questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater and Recycled Water

- *DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.*
- *IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.*

All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

- *DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.*
- *DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

For questions, contact Todd Crutcher, Engineering Manager, at 373-0550.

3. Drinking Water

- *DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.*
- *IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.*

All projects for construction or modification of public drinking water systems require preconstruction approval.

- *DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at <http://www.deq.idaho.gov/water-quality/drinking-water.aspx>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.*
- *If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.*

- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Todd Crutcher, Engineering Manager at 373-0550.

4. Surface Water

- A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.
- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. If this project disturbs more than one acre, a stormwater permit from EPA may be required.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call 208-334-2190 for more information. Information is also available on the IDWR website at: <http://www.idwr.idaho.gov/WaterManagement/StreamsDams/Streams/AlterationPermit/AlterationPermit.htm>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at 373-0550.

5. Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.

- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

For questions, contact Aaron Scheff, Waste & Remediation Manager, at 373-0550.

6. Additional Notes

- *If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 373-0550, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.*
- *If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.*

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any our technical staff at 208-373-0550.

Sincerely,

Danielle Robbins

Danielle Robbins
danielle.robbs@deq.idaho.gov
Boise Regional Office
Idaho Department of Environmental Quality



IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028
Boise, ID 83707-2028

(208) 334-8300
itd.idaho.gov

received
5-20-15
OK

May 20, 2015

Alan Christy
Elmore County Land Use and Building Department
520 East 2nd South Street
Mountain Home, Idaho 83647

RE: CUP-2015-10 SECOND LIFE RECYCLING, LLC

Dear Mr. Christy:

The Idaho Transportation Department (ITD) has reviewed the referenced conditional use application for the Second life recycling, LLC located at 1733 Simco Road south of I-84. ITD has the following comments:

1. ITD has no objections to this application and does not require any mitigation.
2. No access to the State Highway System is requested and none is approved with this application.
3. ITD has comprehensive rules governing outdoor advertising (IDAPA 39.03.60). IDAPA 39.03.60 also requires that signs not "dazzle or blind" drivers. The current trend toward high intensity signs has caused an increasing number of driver complaints on urban segments of the State Highway System. This applicant should be aware of the issue and plan the site's signing and lighting strategies accordingly.

If you have any questions, you may contact Shona Tonkin at 334-8341 or me at 332-7191.

Sincerely,

A handwritten signature in blue ink that reads "James K. Morrison".

James K. Morrison
Development Services Manager
jim.morrison@itd.idaho.gov



ELMORE COUNTY LAND USE & BUILDING DEPARTMENT

520 E 2nd South – Mountain Home, ID 83647 – (208) 587-2142

www.elmorecounty.org

Conditional Use Permit Application

The Elmore County Land Use & Building Department **DOES NOT** accept faxed applications or signatures.

Application must be completed in **INK**. Please use addition sheets of paper if necessary. This application must be complete and all fees paid prior to acceptance by the Elmore County Land Use & Building Department. A public hearing will not be scheduled until the application is accepted.

The Conditional Use Permit Application must be in compliance with Chapter 27 of the Elmore County Zoning and Development Ordinance.

Pre-application meetings are strongly encouraged for Conditional Use Permit Applications. Pre-application meetings are by appointment only. Do not hesitate to contact the Land Use & Building Department with any questions or concerns.

1. Name of applicant: Second Life Recycling, LLC
2. Address of applicant: 4110 E Pine Bluff Dr
3. Daytime telephone number of applicant: 208-890-8463
4. Email Address: robbychild12@gmail.com
5. Name, address, and daytime telephone number of developer: _____

6. Address of subject property: 1733 Simco Rd Boise ID 83716

7. Name, address, and daytime telephone number of property owner (if different from applicant): Juniper Station Properties, 3350 W. Americana Ter. Ste 340 Boise 83706
208-349-5599

8. Attach Legal Description and acreage of property **and** legal description and acreage of part that CUP is to encompass:

Attach at least one of the following:

- Deed
- Proof of Option
- Earnest Money Agreement
- Lease Agreement
- Assessor's Parcel Master Inquiry

RP# 01504E151950A²⁰⁰⁰

9. Common directions of how to get to the proposed Conditional Use Permit property from a known beginning point: Go West on I84 from Mountain Home, Take Simco Rd exit and head West, property is ~ 1/2 mile on Right

10. a. Current zoning: M1 b. Current district (if applicable): _____

11. a. Is the proposed location within an Area of Critical Concern (ACC) or Community Development Overlay (CDO)?

Yes No If in a CDO, what CDO? _____ If in an ACC or CDO, technical studies, an environmental assessment, or an environmental impact statement may be required.

b. Is the proposed development within any city's impact area? Yes No

c. Is the proposed site within an Airport Hazard Zone or Air Port Sub Zone? Yes No
If yes, applicant shall provide approval from the Federal Aviation Administration and/or the Idaho Department of Aeronautics and Transportation.

d. Is any portion of the property located in a Floodway or 100-year Floodplain? Yes No

If yes submit map showing location of floodway and/or floodplain in relation to the property and/or proposal.

e. Does any portion of this parcel have slopes in excess of 10%? Yes No If yes, submit contour map.

f. The impacts of a proposed development and/or land use on adjacent land uses and transportation facilities must be considered. The applicable Highway District or Transportation Department may require a Traffic Impact Study (TIS) if the proposed development or land use has associated with it special circumstances deemed by the district or department to warrant a study. A notation and signature from the applicable district or department stating no study is required or a copy of this study must be submitted with this application.

g. The impacts of the CUP on existing public services and facilities (such as the fire department, emergency services, sheriff's department, schools, etc.) must be considered. A letter from the applicable agency governing the public service or facility stating how the developer will provide for said services with plans and/or drawings or that said services are not required may need to be submitted with the application.

h. Are there any known hazards on or near the property (such as canals, hazardous material spills, soil or water contamination, etc.)? Yes No If yes, describe and give location: _____

i. Are there hazardous materials and/or wastes involved either in your operation or generated off site and brought onto the property? Yes No

12. Does any other agency require a permit (DEQ, EPA, IDWR, FAA, state, federal, etc.)? Yes No
If yes, who?

DEQ - Dean Ehler (see attached per Marty)
 Proof of having applied for or acquired other agency(ies) permit(s) submitted with CUP application.

13. ADJACENT PROPERTIES have the following uses:

North Vacant East Vacant
South Fat City Fireworks West Vacant

14. EXISTING USES and structures on the property are as follows: 10,000 Sq. Ft. Warehouse

15. A written narrative stating the specific PROPOSED USE. Include as much detail as possible (use additional sheets of paper if necessary):
markets Tire sorting + resell to secondary

16. a. The conditional use is requested to begin within 1 days/ months after permit approval (permit expires if not used within 1 year of approval) and is for _____ years or perpetuity.

b. Construction or improvements associated with conditional use is expected to begin within: N/A days/ month/ years and be completed within _____ days/ months/ years.

17. Proposed Use(s): Tire Sorting + Resell Hours of Operation: 8-8 ~~AM-PM~~
Days of Operation: Mon-Sat Maximum Number of Patrons: 5
Sewage disposal: municipal / individual septic Water: individual well / municipal supply / community well / individual well
Number of employees during largest shift: 10 Proposed number of parking spaces: 20

18. PRELIMINARY FLOOR PLANS: To a professional standard with sizes and types of interior spaces indicated, 15 copies 8½" x 11". N/A

19. ENVIRONMENTAL IMPACT STATEMENT AND/OR ASSESSMENT: When a development or proposal is of a more complex nature, when it is required by the Zoning and Development Ordinance, and/or when the site is located within an Area of Critical Concern, and Environmental Impact Statement and/or Assessment may be required at the expense of the applicant.

(The Land Use & Building Director will determine if an EIS is required)

EIS Required: Yes No Director Initial AL

Department Note: State or Federal may require

20. PROPERTY OWNER'S ADDRESS: A list of property owner's/purchaser's of record names and addresses within a minimum radius of 300' of property boundaries encompassed by proposed Conditional Use Permit. Said list shall be obtained from the tax records of the appropriate county.

**Radius extended to: 1000 feet mile(s) Date: 12.4.15 Initial AL

21. Is this application submitted with any additional applications? DEF

22. Ordinance Chapter 27, Section 6-27-7 states that the Elmore County Planning and Zoning Commission shall review all proposed conditional use applications and find adequate evidence that such use meets all of the following standards. The applicant must provide said evidence. Following are the standards the conditional use must meet (please use additional sheets of paper if necessary):

How does the proposed land use constitute a conditional use as determined by the land use matrix?

Tire sorting facility

How will the proposed land use be in harmony and accordance with the Comprehensive Plan and the Ordinance?

Zoned Industrial

How will the proposed land use comply applicable base zone and with the specific standards as set forth in the Ordinance?

see above

How does the propose land use comply with all applicable County Ordinance?

see above

How does the propose land use comply with all applicable State and Federal regulation?

Filed Special Use permit to DEQ with this

What about the proposed land use's design, construction, operation and maintenance makes it harmonious and appropriate in appearance with the existing or intended character of the general vicinity and how will it not change the essential character of said area?

see above

Why or how will the proposed land use not be hazardous or disturbing to existing or future neighboring uses?

All tires will be in warehouse or containers

How will the proposed land use be served adequately by available public facilities/services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewer or how will these public services be provided by the applicant/developer?

Pre existing

Why or how will the proposed land use not create excessive additional requirements at public cost for public facilities/services or be detrimental to the economic welfare of the county?

already existing building

Why or how will the proposed land use not involve uses, activities, processes, materials, equipment, and/or conditions of operation that will be detrimental to any persons, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors?

no processing of tires on site

How will the proposed land use have vehicular approaches to property designed to not create interference with traffic on surrounding public or private roadways?

already exist

Why or how will the proposed land use not result in the destruction, loss or damage of a natural or scenic feature of major importance?

N/A

23. **ADDITIONAL INFORMATION:** Any additional information as required or needed by the Planning and Zoning Commission, Land Use & Building Department, or interested agency.

A neighborhood meeting must be conducted prior to submitting application. Requirements for a neighborhood meeting are outlined in the Elmore County Zoning and Development Ordinance Chapter 4 Section 6-4-3.

A master site plan is required with this application. Requirements for a master site plan are found in Chapter 18 of the Elmore County Zoning and Development Ordinance.

Agency signature sheet on page 7 of this application.

Elmore County reserves the right to withhold processing and/or issuance of any County Conditional Use Permit until the County is satisfied that County approval may be the final action in any multi-agency approval process. Proof of having obtained or applied for necessary permits and/or approvals from applicable local (other than Elmore County) state, and/or federal agencies may be required prior to issuance of a Conditional Use Permit by Elmore County. If required, documentation shall be submitted with the Conditional Use Permit application.

The Planning and Zoning Commission shall hold at least one public hearing on an application for a Conditional Use Permit. A public hearing will be scheduled within sixty (60) days after acceptance of the application. The Land Use & Building Department will mail hearing notices to the surrounding property owners and to any agency that may have an interest in the proposal. The Land Use & Building Department will place a Notice of Public Hearing in the Mountain Home News at least fifteen (15) days prior to said hearing. The Land Use &

Building Department will post notice of the hearing on the premises not less than seven (7) days prior to the hearing.

This application may be approved, conditionally approved, denied, or tabled.

If the application is approved or conditionally approved by the Planning and Zoning Commission, the applicant will be sent a document that is the official "Conditional Use Permit". This document may be in the form of a Findings of Fact, Conclusions of Law, and Order, and will enumerate the conditions attached to the approval and issuance of the permit and will state the consequences of failure to comply. The permit shall not become effective until after an elapsed period of 10-days from the date of the Planning and Zoning Commission Chairperson's signature on the Findings of Fact, Conclusions of Law, and Order. During this time, any interested person may appeal the action to the Board of Elmore County Commissioners. The applicant will be notified of any pending appeals. An appeal will stay all proceedings until its resolution.

If the Conditional Use Permit is denied by the Planning and Zoning Commission, the applicant may reapply or the applicant may appeal the decision in writing to the Board of Elmore County Commissioners. Appeal of a Planning and Zoning Commission decision must be made within ten (10) days after the date of the Planning and Zoning Commission Chairperson's signature on the Findings of Fact, Conclusions of Law, and Order,

The applicant hereby agrees to pay the fees established by the Board and agrees to pay any additional fees incurred (initial) RC. The applicant also verifies that the application is complete and all information contained herein is true and correct (initial) RC. The initial applicant understands there could be a delay in a decision should the applicant or their representative not attend any meeting where the application is being considered.

[Signature] 4/14/15 [Signature] 4/14/15
Property Owner Signature Date Applicant Signature Date

ADMINISTRATIVE USE ONLY	
Date of Acceptance	<u>4/20/15</u>
Accepted by	<u>AC</u>
CUP FEE:	\$800.00
Fee \$	<u>500.00</u> (x Pd) Receipt # <u>20-10097</u>
Date Paid:	<u>4-17-15</u>
Case# CUP-	<u>2015-10</u>

Agency signatures are used for the applicant to make initial contact with certain agencies to address issues prior to a public hearing and application submittal. Additional agencies not listed may have additional requirements. The agencies listed below may be required for future approvals or signatures depending on the type of conditional use. The signature does not constitute a final approval by the agency. The agency signatures below do not guarantee approval from the Elmore County Land Use & Building Director, Elmore County Planning and Zoning Commission or Elmore County Board of Commissioners. The agencies listed below will be notified of the public hearing. Elmore County Land Use & Building Staff will inform the applicant of the desired agency signatures prior to application submittal.

Agency Signatures

Marty Jones RCD 4-17-15
Central District Health (or other Sewer District) Sewer Permit (580-6003) Initial Date

Comment: SEE ATTACHED REVIEW SHEET

Sam Lamm 4-15-15
Roadway Jurisdiction Project (MHHD 587-3211) (GFHD 366-7744) Initial Date

Comment: NO NEW ACCESS OFF SIMCO ROAD

Assessor's Office (Verify Legal Description OR Tax Status If Manufactured Home) (ext 247) Initial Date

Comments: _____

N/A Outside of fire district *AL* 4-1-15
Fire District (MHRFD 587-8986 Tom DuCharme) (Oasis 796-2115 Jim Hobdey) Initial Date
 (GFFD 366-2689/599-4010 Derek Janousek)

Comments: _____

This application is: Approved Approved pending approval of other permit Denied

Remarks: ~~NO NEW ACCESS~~

Approval of Land Use & Building Authority _____ Date _____



CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

Return to:

- Elmore County P&Z
- Mountain Home
- Glens Ferry

Rezone # _____

Conditional Use # Second Life Recycling, LLC (1733 Simco Rd)

Preliminary / Final / Short Plat _____

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water waste flow characteristics
 - or bedrock from original grade other _____
- 6. This office will require a study to assess the impact of nutrients and pathogens to receiving ground waters and/or surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approval from appropriate entities are submitted, we can approve this proposal for:
 - central sewage community sewage system community water well
 - interim sewage central water
 - individual sewage individual water
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Health & Welfare, Division of Environmental Quality:
 - central sewage community sewage system community water
 - sewage dry lines central water
- 10. Run-off is not to create a mosquito breeding problem.
- 11. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 12. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations. Existing
- 13. We will require plans be submitted for a plan review for any:
 - food establishment swimming pools or spas child care center
 - beverage establishment grocery store

14. Existing sewage disposal system adequate Date: 4/17/15

for the proposed usage (#8379) Reviewed By: Marty Jones REK



ELMORE COUNTY LAND USE & BUILDING DEPARTMENT

520 East 2nd South • Mountain Home, ID • 83647 • Phone: (208) 587-2142

Fax: (208) 587-2120 • www.elmorecounty.org

Neighborhood Meeting Sign Up Sheet

Start Time of Neighborhood Meeting: 1:00 PM

End Time of the Neighborhood Meeting: 7:10 PM

Attendees:

<u>Name</u>	<u>Address</u>
1. <u>[Signature]</u>	<u>1880 S. Chalota Way</u>
2. <u>[Signature]</u>	<u>5850 E. Ammon Tunnel</u>
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____

- 18. _____
- 19. _____
- 20. _____
- 21. _____
- 22. _____
- 23. _____
- 24. _____
- 25. _____

Neighborhood Meeting Certification:

Applicants shall conduct a neighborhood meeting for comprehensive plan amendments, variance, conditional uses, zoning ordinance map amendments and expansions or extensions of nonconforming uses as per Elmore County Zoning and Development Ordinance Section 6-4-3.

Description of the proposed project: Tire Sorting + Resell

Notice Sent to neighbors on: 4/4/15

Date and time of the neighborhood meeting: 6-7 PM 4/14/15

Location of the neighborhood meeting: 1733 Simco Rd.

Applicant:

Name: Second Life Recycling (Robb Child + Jeff Thompson)

Address: 4110 E. Pine Bluff Dr.

City: Meridian State: ID Zip: 83642

Telephone: 208-890-8463 Fax: _____

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with the Elmore County Zoning and Development Ordinance Section 6-4-3.

Robb Child

4/14/15

Signature: (Applicant)

Date

SECOND LIFE RECYCLING NEIGHBORHOOD MTG



We would like to invite you to a meet and greet to answer any questions you might have regarding your new neighbors. We are starting a recycling business focused on the used tire market. Please join us for some pizza and drinks and bring any questions you might have.

April 14, 2015 6PM @ 1733 Simco Rd



SECOND LIFE RECYCLING

1733 Simco Rd., Boise, ID 83716

208-890-8463 | robbchild12@gmail.com | 2xrecycling.com

THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

WASTE TIRE STORAGE SITE

APPROVAL APPLICATION

(7/12/2010)

Pursuant to the Waste Tire Disposal Act, Title 39, Chapter 65, Idaho Code, counties and cities are authorized to approve the storage of waste tires. Counties and cities may request the Idaho Department of Environmental Quality (Department) to approve waste tire storage sites on behalf of the local government when requested in writing. When requested by local government to approve the storage of waste tires, the Department will use this form to determine if a proposed site meets the intent of the Waste Tire Disposal Act.

REQUIRED SUBMITTALS

Please fill out the attached form, complete the questionnaire, and attach at a minimum, the indicated documentation to support the waste tire storage approval. Original and 2 copies of the application and supporting documents should be sent to the Department's State Office listed below.

Solid Waste Program Manager
Department of Environmental Quality
Waste Mgmt and Remediation Division
1410 N. Hilton
Boise, ID 83706
Contact: Dean Ehlert @ 208-373-0416

INCOMPLETE INFORMATION MAY CAUSE DELAY IN THE APPROVAL PROCESS

04/14/15

WASTE TIRE STORAGE SITE APPROVAL APPLICATION

I. GENERAL INFORMATION - Please complete (type or print) the General Information section.

Applicant's Name Second Life Recycling, LLC
Name of Site Simco Rd Warehouse
Location of Site 1733 Simco Rd Boise ID 83716

Total Acreage of Site 3.04 Acres
Legal Description See attached
Tax 2 Sec 15 TIS R4E

Property Owner of Record Michael Eisommen (Juniper Station Properties, LLC)
Address: 3350 W. Americana Ter Ste 340
Boise ID 83706
Telephone: 208-349-5599

(Attach written approval from owner to use site for stated purpose, if owner is different from applicant)

Operator of Proposed Site Second Life Recycling, LLC (Robb Child)
Address: 4110 E. Pine Bluff Dr. JE H Thompson
Meridian ID 83642

Telephone: 208-890-8463
Contact Person Regarding This Application
Name: Robb Child

Address: 4110 E. Pine Bluff Dr.
Meridian ID 83642
Telephone: 208-890-8463

II. WASTE TIRE STORAGE SITE INFORMATION – Please complete each section below and attach additional information and/or documentation as needed.

01. Number of Waste Tires to be Stored - State maximum number of tires to be stored on-site at any one time.

10,000

02. Method of Waste Tire Storage – Discuss how tires will be stored on site including whether waste tires will be stored on the ground/paved surface, stored in a container including size and type (i.e. metal, stainless steel, plastic, concrete), number of tires per pile/container and maximum number of piles/containers.

Paved surface inside Warehouse

Shipping Containers in yard

800 tires per container

12 Containers

03. Current Zoning – Please indicate the current zoning for the site and all adjacent properties. Attach a copy of the county/city zoning map with site identified or other information from the city/county indicating the location of the site relative to county/city zoning.

a. Identify local government where Waste Tire Storage Site will be located.

Name of County/City: Elmore

a. Site Zoning: M1

b. Adjacent Property Zoning: M1

04. Flood Plain Restriction - Is the site located within a one hundred- (100) year floodplain? Provide a copy of the applicable Federal Emergency Management Agency (FEMA) map showing the location of the waste tire storage site with respect to the 100-year flood boundary. If a map is not available for the proposed site location, a site evaluation report and a letter of confirmation, stamped by a registered professional engineer or registered professional geologist, may be required.

No

04/14/15

05. Identify Site Emergency Contact Person and Emergency Contact Phone Number

- a. Emergency Contact Name: Robb Child
- b. Emergency Contact Phone Number: 208 890 8463

06. Site Access Control – Identify how access to the site and tires stored on site will be controlled during non-business hours.

Locked Fence surrounding property
Will be installing security camera
system with live feed as well.

07. Signage – Signs shall be posted at the facility entrance or in the vicinity of the waste tire storage area indicating that the site is a waste tire storage site, emergency contact person, emergency contact phone number, local emergency response entity and local emergency response phone number. Identify location of sign on the site.

Next to front door of facility

08 Daily Waste Tires Delivered to Site and Shipped Off-site - Identify how daily number of tires received, shipped off-site and destination of tires shipped off-site will be documented. Identify the location on-site where this information will be stored for at least three (3) years.

Inventory logs will be maintained from
Pickup to shipment out. All records
maintained in filing cabinet on site.

09. Fire Control/Emergency Response Access – Discuss equipment and fire response plan the site shall implement in the event of a tire fire. Also discuss how emergency response vehicle access to waste tire storage area will be maintained including width of access lanes.

Fire extinguishers will be at each door and
all personnel trained on operation. Public road
to facility with 25' width.

04/14/15

10. **Vector Control** – Discuss steps the site will undertake to control vectors and in particular mosquitoes.

Non issue due to storage containers

11. **Tire Processing** – Describe any waste tire processing activities that will occur on-site including but not limited to shredding, chipping, baling, or incinerating.

None at this time

12. **SITE MAP** - In addition to items a through d and any other applicable items e through g, owners and operators shall include as part of the application a scaled map. Please attach a scaled map depicting the following:

- a. Highways, roads, and adjacent communities;
- b. Property boundaries;
- c. Total acreage of the site;
- d. Location of waste tire storage area within the site;
- e. Off-site and on-site access roads and service roads;
- f. Types(s) of land use adjacent to the facility and a description of all facilities on the sites;
- g. All water courses, ponds, lakes, reservoirs, canals, irrigation systems, and existing water supplies, within one-quarter (1/4) mile of the proposed facility property lines;
- h. High tension power line right-of-way, fuel transmission pipeline right-of-way, and proposed or existing utilities;
- i. Proposed or existing fencing;
- j. Proposed and existing structures at the site and within five hundred (500) feet of the site boundary. This shall include location of employee building and scales (if provided);

III. **Financial Assurance** – A cash bond payable to the Department in the amount of two dollars and fifty cents (\$2.50) per tire authorized to be stored at the site. Once the Department determines the application complete and a maximum number of tires permitted on the site, the Department shall notify the applicant of the cash bond amount.

04/14/15

IV. **Public Notice/Public Hearing** – As required by the Waste Tire Disposal Act, 39-6502(2)(a) and the Local Land Use Act, 67-6512(b), public notice and public hearing are required prior to the issuance of a waste tires storage site permit.

I certify that the information contained in this application is, to the best of my knowledge and belief, true, accurate and complete.



Applicant's Signature



Date

04/14/15

OFFICE/INDUSTRIAL LEASE

THIS LEASE AGREEMENT (the "Lease") made this 15 day of April, 2015, between Juniper Station Properties LLC, an Idaho Limited Liability Company("Owner") and Second Life Recycling LLC, an Idaho Limited Liability Company,("Tenant").

LEASE OF PREMISES

Owner hereby leases to Tenant and Tenant hereby rents from Owner, subject to the terms and provisions of this Lease, including the General Provisions hereafter set forth and all of the Exhibits identified and attached to this Lease, those certain premises (the "Premises") shown on Exhibit A. The Premises are located in the building described in Section 1 of the "Basic Lease Provisions" below. As used in this Lease, reference to the "Building" shall mean the whole of the building structure, parking areas, landscaping and other improvements, together with the underlying land. The numbered sections of the Basic Lease Provisions below are referred to in the General Provisions by capitalizing such terms where they appear in the General Provisions. Only the Exhibits shown as "Applicable" in Section 14 of the Basic Lease Provisions are applicable to this Lease.

BASIC LEASE PROVISIONS

- Building Name: Juniper Station Industrial Park
- Address: 1733 Simco Road
Boise, Idaho 83716
- 2. Building Rentable Area: 10,000 sq. ft
- 3. Net Rentable Area of Premises: 10,000 sq. ft.
250 sq. ft Office
9,750 sq. ft. Whse.
-+3 acres Yard Area
- 4. Premises Percentage : 100%
- 5. Monthly Rental Installments: \$4,000.00
- 6. Initial Term: (1) One Year
- 7. Occupancy Date: Upon issuance of Occupancy Permit
- 8. Commencement Date: Upon issuance of Occupancy Permit
- 9. Security Deposit: \$4,000.00
- 10. Tenant's Allowed Use: Tenant may use the Premises for Tire Sorting and Resel Distribution and related office uses and for no other purpose whatsoever without Owner's prior written approval.
- 11. Tenant's Address for Delivery of Notices:
Juniper Station Properties LLC
c/o Mike Eisenman
3350 Americana Terrace, Ste 340
Boise, Idaho 83706
Cell: (206) 349-5599
- 12. Owner's Address for Payment of Rent and Delivery of Notices:
Second Life Recycling LLC
c/o Robb Child
4110 E. Pine Bluff Dr.
Meridian, Id 83642
Cell: (208)890-8463
- 13. Exhibits:

		Applicable	Not Applicable
Description of Premises:	Exhibit A	<u>X</u>	_____
Use Description:	Exhibit B	<u>X</u>	_____
Tenant Improvements:	Exhibit C	<u>X</u>	_____
Building Rules:	Exhibit D	<u>X</u>	_____
Hazardous Waste and Material:	Appendix 1	<u>X</u>	_____
Personal Guaranty:		<u>X</u>	_____

IN WITNESS WHEREOF, the parties have executed this Lease, consisting of the foregoing provisions and the General Provisions and Exhibits attached, as of the date first above written.

OWNER:

Juniper Station Properties LLC,
an Idaho Limited Liability Company

By 
Michael Eisenman

Its: Manager

Date: 4/15/15

TENANT:

Second Life Recycling,
an Idaho Limited Liability Company

By  Date: 2015 04.15
11:55:21 -06'00'
Robb Child

Its: Member

Date: 4/15/2015

GENERAL PROVISIONS

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GENERAL PROVISIONS

1. PREMISES

1.1. **Premises.** The Premises subject to this Lease is that certain real property situated in Boise, Idaho more particularly described as Tax 2 SEC 15 T1S R4E according to the official records of Elmore, County, Idaho. More commonly known as 1733 Simco Rd., Boise, Idaho 83716 consisting of approximately 10,000sf building constructed on the Premises along with +- 3.042 acres of yard space and exclusive parking area as depicted in "Exhibit A".

2. TERM

This Lease shall be binding on Tenant and Owner when executed by both parties. The initial term (the "Initial Term" and together with all subsequent renewals, modifications and extensions thereof, the "Term") of this Lease as set forth in the Basic Lease Provisions shall commence on the Commencement Date specified in the Basic Lease Provisions or such later date as Owner substantially completes Tenant improvements to be constructed/installed by Owner, if any, (the "Commencement Date"). If Tenant is to construct/install any Tenant improvements within the Premises, the Commencement Date shall be the Target Commencement Date unless the delay in the completion of Tenant improvements is extended under Section 16.12, below, or caused by the failure of Owner to deliver the Premises to Tenant on time. In the event the Commencement Date is different from the Target Commencement Date, Tenant and Owner shall confirm the actual Commencement Date in writing.

3. RENT

3.1. **Security Deposit.** Owner as security for the faithful performance shall hold the security deposit paid by Tenant to Owner as security for performance by Tenant of the terms and conditions of this Lease. In the event of Tenant's default, Owner may, but shall not be required to, use or retain all or any portion of the security deposit for the payment of Rent or any other sum in default or the payment of any amount which Owner may spend by reason of Tenant's default, or to compensate Owner for other loss or damage suffered by Owner by reason of Tenant's default. If any portion of the security deposit is used by Owner, Tenant shall within ten (10) days after written demand from Owner, restore the security deposit to its original amount. If Tenant fully performs the obligations under this Lease, the security deposit (or any remaining balance), shall be returned to Tenant within thirty (30) days after Tenant vacates the Premises following the expiration of this Lease, less any sums required to reimburse Owner for sums expended to place the Premises in the condition required under Article 15, below. Owner shall not be required to segregate the Security Deposit funds nor to pay interest on such funds. If Owner sells the Building Owner shall thereupon be released by Tenant from all liability for the return of the security deposit and Tenant agrees to look solely to the successor to Owner for the return thereof.

3.2. **Basic Rent.** Tenant shall pay to Owner, without deduction or off-set, the Basic Annual Rent for the Premises specified in the Basic Lease Provisions, in equal monthly installments on the first (1st) day of each calendar month, in advance. Rent for any period less than a full calendar month shall be pro-rated.

3.3. **Additional Rent.** Tenant shall reimburse Owner monthly as "Additional Rent", 100% of the Building Operating Expenses (defined below) paid or incurred by Owner. All amounts payable by Tenant under this Section as Building Operating Expenses may be estimated by Owner in Owner's reasonable discretion, and shall be paid in equal monthly installments in advance with the monthly payment of Basic Annual Rent. Each calendar year by March 31, Owner shall reconcile Tenant's payments of the Building Operating Expenses for the previous year to reflect actual expenses for that period and Tenant shall be given a credit against the next Building Operating Expenses payment(s) due from Tenant or, if the Term of the Lease has expired, a refund, for any overpayment. A copy of the reconciliation shall be furnished to Tenant when completed. If the amount paid by Tenant for that year is less than Tenant's Premises Percentage of the Building Operating Expenses, Tenant shall pay to Owner the deficit within thirty (30) days of receipt of the calculation. Appropriate adjustment shall be made for any period of less than one (1) full year. In this Lease, the term "Rent" shall include Basic Annual Rent and Additional Rent.

The term "Building Operating Expenses" as used in this Lease shall include all of Owner's costs of operation, repair, replacement and maintenance of the Building except for (i) the Building side walls and roof (excluding glass which shall be the responsibility of the tenant occupying the premises of which the glass is a part) and (ii) total replacement, but not repair and seal coating, of the parking lot. Building Operating Expenses shall include, but not be limited to, the following costs: real and personal property taxes and Owner's reasonable expenses in contesting any such taxes by appropriate legal proceedings; water and sewer charges; insurance premiums; electricity, gas and other utility services used in connection with the operation of the Building (except for any tenant premises), exterior and lighting; janitorial, maintenance and repair with respect to the exterior of the Building, including the signage not installed by a tenant; general maintenance, repair and replacement of the equipment, components, facilities and improvements in the Building; security services for the Building, if Owner in its sole discretion provides any; landscaping maintenance and replacement; parking lot maintenance, upkeep, repair, seal-coating, policing, sweeping and cleaning, painting, restriping, snow removal and ice treatment; a management fee for the Building; alterations required by applicable law or codes or to protect the health and safety of tenants and other persons using the Building, and an administrative and overhead charge equal to fifteen percent (15%) of the total of the Building Operating Expenses, exclusive of taxes and insurance. All payments received from Tenant shall first be applied to late charges and expenses, then to Additional Rent, and last to Basic Rent.

3.4. **Late Charges.** Tenant acknowledges that the late payment of Rent to Owner will cause Owner to incur costs not contemplated by this Lease, the exact amount of which Owner is not capable of determining. Accordingly, if any monthly installment of the Basic Annual Rent, Additional Rent, or other sum payable by Tenant is not received by Owner within ten (10) days after its due date, Tenant shall pay to Owner a late charge equal to ten percent (10%) of such overdue sums.

3.5. **Interest on Past Due Amounts:** In addition to any late charges, any sums (including Rent) payable by Tenant to Owner under the terms of this Lease which shall be past due for a period of ten (10) or more days, shall bear interest from the due date at the greater of eighteen percent (18%) per annum or the highest rate allowed by law.

3.6. **Place of Payment.** Until otherwise directed by Owner in writing, Tenant shall deliver all notices and pay all Basic Annual Rent, Additional Rent, and other amounts due under this Lease to Owner at the address for Owner in the Basic Lease Provisions.

4. USE, SIGNAGE, AND SUITABILITY

4.1. Use Tenant shall use the Premises for the use described in the Basic Lease Provisions and related general office purposes only. Any proposed change in use by Tenant shall first require the prior written consent of Owner. It shall not be unreasonable for Owner to withhold consent of a different use if it would (i) violate any restriction or exclusive right granted to another tenant or occupant of the Building or any other building owned by Owner on land in the proximity of the Building, or entitle such other tenant or occupant to reduce its rent or terminate its lease, (ii) be in breach of any law, rule, regulation, ordinance, or restriction applicable to the Building, (iii) involve the storage, use or disposal of any material or substance which is then classified as "hazardous" or "toxic" by any law or regulation, (iv) adversely affect the reputation or image of the Building, as reasonably determined by Owner, (v) require Owner to perform any alterations to the Premises or the Building by reason of any applicable law, code or regulation, unless Tenant agrees to pay for such alterations required by law, code, or regulation, or (vi) otherwise would be a nuisance or not complement the then current or desired tenant mix in the Building as determined by Owner. Tenant's use of the Premises shall be in full compliance with all statutes, ordinances, rules, regulations and laws applicable to the Premises and in a manner which shall not result in a nuisance to or unnecessary disturbance of other tenants of the Building. Tenant shall comply with all rules and regulations of the National Fire Protection Association, the applicable Fire Rating Bureau and any similar body. Tenant shall not maintain any item or do anything in or about the Premises, which would cause the increase of insurance rates or make such insurance unobtainable. If Tenant maintains any item or does anything in or about the Premises that caused an increase of insurance rates, Tenant shall be obligated to pay the amount of such increase as Additional Rent. If Tenant installs any electrical equipment which causes an overload on the electrical service to the Premises or the Building, Tenant shall pay for all necessary changes to comply with the requirements of insurers, the providing utility company and any governmental authorities having jurisdiction the roof. Tenant shall not use the Premises in any manner which would constitute waste. Tenant agrees to comply with all of the provisions concerning hazardous waste and material set forth in Appendix 1.

4.2. Signage Tenant may install, at Tenant's expense, a sign on the front of the Premises in the standard configuration and design of the Building and approved by Owner. In addition Tenant may place such lettering on the front door of the Premises as may be approved by Owner identifying Tenant's business and address. Tenant shall not display banners, or signs within the Premises which are visible from outside the Building without prior written consent of Owner. Unless otherwise agreed to in writing by Owner, all Tenant signage shall be removed by Tenant and replaced with suitable materials at the termination of the Lease at Tenant's sole cost and expense.

4.3. Suitability Tenant acknowledges that Owner (including any employee or agent of Owner) has not made any representation or warranty with respect to the Premises or concerning the suitability of the Premises for the uses intended by Tenant. Tenant acknowledges that Owner has not agreed to undertake any modification, alteration or improvement of the Premises, except for the Tenant improvements, if any, in Exhibit B. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises are in a satisfactory condition unless within thirty (30) days after the date of Tenant's possession Tenant gives Owner a written notice specifying in reasonable detail items which are defective or in an unsatisfactory condition.

4.4. Improvements by Tenant - Obligations of Tenant If Tenant is to construct/install any of Tenant improvements in the Premises, the obligations of Tenant set forth in Articles 7, 8, and 9 of this Lease shall commence and be in force and effect from the date Tenant, or Tenant's employees, contractors or agents, take possession of the Premises, notwithstanding that the Commencement Date is later than the date of said possession.

5. UTILITIES AND SERVICES

5.1. Owner's Obligations Owner shall provide all maintenance services with respect to the exterior walls and roof of the Building (except for glass in the walls of the Premises such as door glass and windows which shall be the responsibility of Tenant. The maintenance of the landscaped areas outside the Building and the Maintenance of the parking lot and sidewalks. The cost of utilities for the Premises shall be paid by the Tenant, subject to the obligation of Tenant to reimburse Owner for Tenant's Premises Percentage of the Building Operating Expenses as provided in Section 3.3, above.

5.2. Tenant's Obligations. Tenant shall pay the cost for all utilities furnished to the Premises as may be required by Tenant for the use and occupation of the Premises, including, but not limited to, electricity, natural gas, water, sewer, trash, telephone, security system, if any, and janitorial services with respect to the interior of the Premises, including the replacement of all light bulbs, tubes, ballasts and starters as needed. In the event that any utility or similar service used or consumed by Tenant on the Premises is not separately metered and/or billed to Tenant, Tenant shall pay a portion thereof determined by prorating the cost thereof to all tenants who use or consume the utility or service based on the square footage within tenants' premises served thereby. Tenant has the right, to the extent possible and at Tenant's expense, to provide for separately metered services. In addition, Tenant shall pay 100% of the Building Operating Expenses as provided in Section 3.3, above.

6. TAXES

6.1. Real Property Taxes Owner shall pay all ad valorem and real property taxes levied and assessed against the Building, subject to the obligation of Tenant to reimburse Owner for Tenant's Premises Percentage of the Building Operating Expenses as provided in Section 3.3, above.

6.2. Personal Property Taxes Tenant shall pay all personal property taxes and assessments levied and assessed against Tenant's fixtures, equipment, inventory, and other property prior to delinquency.

7. INSURANCE

7.1. Comprehensive Liability Insurance Tenant shall purchase and maintain in force with an insurance carrier in accordance with Section 7.4 a policy of commercial general liability insurance covering the activities of Tenant in connection with the Premises, having a combined single limit of not less than \$1,000,000.00 per person and per occurrence and property damage liability insurance with a limit of not less than \$500,000 per accident or occurrence and with a deductible of not more than \$10,000. The insurance shall insure against liability of tenant with respect to the Premises and any other portions of the Building (including the Common Areas) used or useable by Tenant. Tenant's policy shall include Business Interruption or Loss of Income/Rents, insuring the monthly Base Rent, which monthly Base Rent shall be paid to Owner for a period of up to one (1) year if the Premises are destroyed or rendered inaccessible by risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief.

endorsements. The insurance shall specifically insure the performance by Tenant of the insurable indemnity agreement(s) contained in this Lease. Tenant shall furnish Owner with a certificate of insurance prior to possession of the Premises which shall name Owner and any mortgagee of the Building as additional insured's and shall provide for at least ten (10) days prior written notice to Owner before cancellation or modification. Owner and Tenant each hereby waive any rights of recovery against the other for loss to such waiving party of such party's property or the property of others insured under any insurance policy carried by the waiving party, provided that such waiver shall not be effective unless the relevant insurance policy expressly permits such a waiver or contains a waiver of the carrier's right to be subrogated. Failure of Tenant to renew or replace such insurance prior to the expiration date of the then existing policy shall constitute a material default under this Lease. Not more frequently than every (3) years during the Term of this Lease, if, in the opinion of Owner based on the industry and local standards, the amount of general liability and property damage insurance required to be provided by Tenant is at that time not adequate, Tenant shall increase coverage as reasonably determined by Owner to be adequate.

Workers' Compensation Insurance. If Tenant has employees on the Premises, Tenant shall purchase and maintain in force Workers Compensation Insurance in the State of Idaho in accordance with statutory requirements by the law. If there are no employees, Tenant shall provide a statement of such.

7.2. **Casualty Insurance.** Owner shall purchase and maintain insurance on the Building (excluding any fixtures and items which Tenant is entitled to or required to remove, which insurance Tenant shall provide) against damage by fire and the perils now specified in the most current standard extended coverage endorsement in an amount equal to at least eighty percent (80%) of the replacement cost of the Building as determined by Owner, exclusive of the cost of excavations, foundations, and footings. In addition, Owner shall have the right to purchase and keep in force rent loss insurance. The insurance provided for in this Section may be brought within the coverage of a blanket policy(s) of insurance carried and maintained by Owner. Owner's cost for the insurance provided under this Section shall be included in the Building Operating Expenses described in Section 3.3, above.

7.3. **Plate Glass.** Tenant shall be responsible for the maintenance, repair or replacement of any plate glass, windows, and doors on or in the Premises but shall have Option to either insure the risk or to self-insure the same.

7.4. **Policy Form.** All policies of insurance provided for herein shall be issued by insurance companies rated A+, Class VI, or better in Best's Key Rating Guide and qualified to do business in the State of Idaho. Executed copies of the policies of insurance to be provided by Tenant, or certificates thereof, shall be delivered to Owner prior to occupancy. All policies of insurance provided by Tenant shall be written as primary policies, not contributing with or in excess of coverage, which Owner may carry.

7.5. **Waiver of Subrogation.** Owner and Tenant mutually waive their respective rights of recovery against each other for any loss to the extent insured or required to be insured by the terms of this Lease. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by insurance to the extent of the insurance proceeds paid or payable by reason of the injury or loss covered thereby.

7.6. **Non-Liability of Owner.** Notwithstanding anything to the contrary contained elsewhere in this Lease, Owner shall not be liable for (i) any bodily or personal injury to any person(s) arising from or occurring on the Premises, unless caused by the gross negligence or willful misconduct of Owner, (ii) any damage to or loss, by theft or otherwise, of property of Tenant or of others located on the Premises, or (iii) injury or damage to property resulting from fire, explosion, sprinklers, falling plaster, steam, gas, electricity, water, rain, snow or leaks from the pipes, appliances, plumbing, street or subsurface, or from any other place or from dampness. Tenant assumes the risk of all property kept or stored on the Premises and shall hold Owner harmless from any claims arising out of damage to the same and shall insure for such risks in such amounts, as Tenant deems appropriate. Tenant shall give prompt notice to Owner in case of fire or accidents on or in the Premises or defects thereon or therein. Tenant agrees to indemnify, defend and hold Owner harmless from any and all claims of and damages for such bodily and personal injury and property loss.

8. MAINTENANCE AND REPAIR

8.1. **Owner's Obligations.** Owner shall be responsible for any repairs to the Building exterior walls (except glass) and roof. As used herein, "exterior walls" shall not be deemed to include store front(s), plate glass, gates, window cases or window frames, doors or doorframes and appurtenances. In addition, Owner shall be responsible for any maintenance and repairs to any portion of the Premises and/or the mechanical equipment or facilities owned by Owner which exclusively service the Premises which maintenance or repairs are covered by any warranty. Owner shall be under no obligation to make any repairs, alterations, renewals, replacements or improvements to and upon the Premises or the mechanical equipment or facilities, which exclusively serve the Premises except as, provided in this Lease. It is further understood and agreed that Owner shall not be required to make repairs or perform any maintenance with respect to the Building, the Premises and/or the mechanical equipment or facilities which exclusively service the Premises necessitated by reason of the negligence or intentional act of Tenant or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any conditions or agreements contained in this Lease, or caused by alterations, additions or improvements made by Tenant or anyone claiming under Tenant, and Tenant shall, at Tenant's sole cost and expense, repair any and all damage to those portions of the Building, the Premises to be repaired or maintained by Owner resulting from the acts or omissions of Tenant, Tenant's employees, agents, contractors, licensees or invitees. Owner retains the option of having Owner's contractor repair and maintain the sprinkler system, if any, in the Premises at Tenant's expense. Owner shall not in any way be liable to Tenant for failure to make repairs as herein specifically required of Owner unless Tenant has previously notified Owner, in writing, of the need for such repairs and Owner has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification. Owner's cost for maintenance and repairs of the Building shall be included in the Building Operating Expenses described in Section 3.3, above.

8.2. **Tenant's Obligations.** Tenant shall at all times keep the Premises in good order, condition and repair. The Tenant's duty to maintain and repair includes, but is not limited to (i) the maintaining of the exterior and interior of the store front, entrances, doors and windows; (ii) the interior walls including the demising walls, (iii) all utility meters, fixtures, equipment, repair, (iv) lighting and electrical and plumbing facilities and fixtures, (v) floor coverings, ceilings and all other interior portions of the Premises; (vi) Tenant's signs and displays on the exterior of the Premises and (vii) periodic painting of the interior. Any replacements made by tenant hereunder shall be of like or better quality than existed at the Commencement Date of the Initial Term of this Lease. Tenant shall take good care of the Premises and shall reimburse Owner for any repairs thereto or the Building or Common Areas which are necessitated by the misuse or negligence of Tenant, or Tenant's employees, agents, contractors, licensees, or invitees.

9. INDEMNITY

9.1 By Tenant Tenant agrees to indemnify, defend, and hold Owner and Owner's members, shareholders, partners, directors, officers, employees, and agents harmless against all actions, claims, demands, costs, damages or expenses of any kind on account thereof including, without limitation, attorney's fees and costs of defense, which may be brought or made against Owner, by reason of the negligence or willful act of Tenant and Tenant's employees, agents, contractors or invitees, or the failure of Tenant to fully and timely perform Tenant's obligations under this Lease or otherwise.

9.2 By Owner Owner agrees to indemnify and hold Tenant harmless against all action, claims, demands, costs, damages or expenses of any kind on account thereof including, without limitation, attorney's fees and costs of defense, which may be brought or made against Tenant, or which Tenant may pay or incur, by reason of Owner's gross negligence or willful misconduct.

10. ALTERATIONS

10.1 Consent Required Tenant shall make no alterations, improvements or additions (the "Improvements") in or about the Premises without prior written approval of Owner. All approved Improvements shall be performed at the sole cost of Tenant in compliance with all-applicable statutes, ordinances, codes and regulations and in a good and worklike manner. Upon expiration of the Term of this Lease, the Improvements shall be considered a part of the Premises and remain therein unless Owner shall request their removal, in which event the Improvements shall be promptly removed by Tenant and the Premises restored to substantially the condition existing prior to such Improvements. The granting of the consent by Owner as provided herein shall not constitute the appointment of Tenant as the agent of Owner with respect to the approved Improvements. Tenant shall timely perform, at Tenant's sole cost, in a good worklike manner, all alterations and/or repairs to the Premises required by any federal, state or local building, fire, life-safety or similar law (including, without limitation, the Americans With Disabilities Act, as amended from time to time), ordinance, code or regulation adopted or amended after the Commencement Date of this Lease and applicable to the Premises, or required by reason of any alteration to the Premises performed by Tenant or a change in Tenant's use of the Premises, even though such alteration(s) and/or change in use may be consented to by Owner.

10.2 Trade Fixtures Trade fixtures, equipment and other personal property which are installed in the Premises by Tenant and are not permanently affixed to the walls, ceilings, floors or other part thereof shall remain the property of Tenant and, providing Tenant is not in default under this Lease, they may be removed by Tenant at any time during the Term of this Lease provided that Tenant promptly repairs all damage resulting from the installation or removal and fully restores the Premises to substantially the condition the Premises were in immediately prior to such removal.

10.3 Liens Prohibited Tenant shall pay all costs for the work done by or for Tenant on the Premises and Tenant shall keep the Premises and the Building free and clear of all liens of whatever kind or nature. Tenant shall indemnify, defend, and hold Owner harmless against any liability, loss, damage, cost, attorney's fees and all other expenses on account of any prohibited lien.

11. DAMAGE/EMINENT DOMAIN

If during the Lease Term the Premises or the Building, or any substantial part thereof, are damaged materially by fire or other casualty, or a taking occurs through the exercise of the power of eminent domain, this Lease shall terminate at Owner's election exercised by a written notice delivered to Tenant within thirty (30) days after the casualty or taking has occurred. In case of damage to or taking of a part of the Premises, if the remainder is insufficient for use for Tenant's uses as allowed herein or if the time required to restore the remainder of the Premises in a proper condition for use by Tenant will exceed six (6) months, or if Owner does not commence to restore the Premises within sixty (60) days after the occurrence of the receipt of the insurance or condemnation proceeds for any casualty or taking, and proceed thereafter with reasonable diligence to completion, Tenant's sole remedy shall be the right to terminate this Lease by a written notice delivered to Owner within thirty (30) days after the right to terminate arises. In no event shall Tenant have any right or interest in any insurance proceeds or damages payable by reason of the casualty or the taking, except for those sums awarded and/or paid to Tenant for loss of or damage to the physical property owned by Tenant. In the event of a termination of this Lease by Owner or Tenant hereunder, all Rent and other sums payable during the then current Term shall be prorated as of the date of such termination and all Rents for any remaining option or renewal periods shall be renegotiated at fair market values. In the event of a taking which permanently reduces the floor area of the Premises, the Basic Annual Rent shall be proportionately reduced for the remainder of the Term of this Lease and Tenant's Premises Percentage shall be redetermined by dividing the reduced square footage of the Premises by the total reduced Building rentable area.

12. ASSIGNMENT AND SUBLETTING

12.1 Consent Required Tenant shall not, either voluntarily or by operation of law, assign, encumber, pledge, sublet or otherwise transfer or hypothecate (the "transfer") this Lease or any part of Tenant's leasehold estate in the Premises without first obtaining the written consent of Owner, which consent shall not be unreasonably withheld provided that the use of the Premises shall be as described in Section 4.1 above and the beneficiary of the transfer agrees in writing to be bound by all of the terms of this Lease. Owner further reserves the right to refuse to give such consent unless Tenant remains fully liable during the unexpired Term of this Lease or if, in Owner's reasonable discretion and opinion, (i) the assignment and/or the use of the Premises by the assignee will cause a breach of any provision (such as a radius, location, use or exclusivity provision) in any other lease, financing agreement or other agreement relating to the Building, or entitle another tenant or occupant of the Building to reduce its rent or terminate its lease, (ii) be in breach of any restrictions applicable to the Building, (iii) involve the storage, use or disposal of any material or substance which is then classified as "hazardous" or "toxic" by any law or regulation, (iv) adversely affect the reputation or image of the Building, as reasonable determined by Owner, (v) require Owner to perform any alterations to the Premises or the Building by reason of any applicable law, code or regulation, (vi) the nature or quality of the business to be conducted on the Premises would be a detrimental influence with respect to other tenants occupying the Building, or (vii) the creditworthiness of the proposed assignee or subtenant is less than the creditworthiness of Tenant at the date of this Lease. Tenant agrees to reimburse Owner for all of Owner's reasonable attorney's fees and other necessary costs incurred in connection with the processing and documentation of any such requested transfer of this Lease or Tenant's interest in and to the Premises. The consent by Owner to any assignment or subletting shall not constitute a waiver of the requirement to obtain Owner's consent to subsequent assignments or subletting.

12.2 Subsequent Modifications The assignment of this Lease by the Tenant with the consent of the Owner shall, without being specifically so stated or agreed, constitute the express agreement by the Tenant that subsequent

modifications of this Lease by the Owner and the assignee shall not (i) require the prior consent or approval of the Tenant (assignor), or (ii) release or relieve the Tenant (assignor) from liability hereunder, provided that if such modifications increase the rent or other obligations of the Tenant hereunder, the Tenant's (assignor's) liability shall be limited to the terms of this Lease as the same existed on the date of assignment.

13. SUBORDINATION AND FINANCING

Tenant agrees that at all times this Lease and Tenant's leasehold estate created hereby shall be subordinate to the lien of any mortgage, deed of trust or other encumbrance, together with any renewals, extensions or replacements thereof, now or hereafter placed, charged or enforced against Owner's interest in the Building and the Premises. Upon the request of Owner, Tenant agrees to execute and deliver such documents as may be required to effectuate such subordination, provided, however, that Owner shall obtain for Tenant a customary nondisturbance agreement from any holder of a mortgage, trust deed or other encumbrance to which this Lease or Tenant's leasehold estate created by this Lease is to be subordinated. In the event Tenant shall fail, neglect or refuse to execute and deliver any such document within ten (10) days after receipt by Tenant of the document(s) to be executed by it to effect such subordination, such failure shall be a material default of Tenant's obligations under this Lease and Tenant further hereby irrevocably appoints Owner, and Owner's successors and assigns, as the true and lawful attorney-in-fact of Tenant to execute and deliver after the expiration of such ten day period, and in Tenant's own name, any and all such documents for and on behalf of Tenant in connection with such subordination.

14. DEFAULT

14.1. Events of Default. All sums due under this Lease are to be deemed Rent. Time is of the essence of this Lease. The occurrence of any of the following events shall constitute a material default and breach of this Lease by Tenant:

- (1) Tenant fails to pay any installment of Basic Rent or Additional Rent within five (5) days following its due date without the requirement of written notice of demand;
- (2) Tenant fails to pay any other sum payable under this Lease within five (5) days after written demand therefor is delivered to Tenant;
- (3) The default by Tenant in the performance of any of Tenant's covenants, agreement or obligations hereunder (excluding a default in the payment of Rent or other monies due) which continues for thirty (30) days (or such lesser reasonable time period as may be designated in the notice of default by Owner) after written notice thereof is delivered to Tenant by Owner;
- (4) A general assignment by Tenant for the benefit of creditors;
- (5) The filing of a voluntary petition in bankruptcy by Tenant, the filing of a voluntary petition for reorganization or the filing of an involuntary petition by Tenant's creditors which remains undischarged for a period of sixty (60) days, or
- (6) Tenant is the subject of a receivership, attachment or other judicial seizure of substantially all of Tenant's assets on the Premises, such attachment or other seizure remaining undismissed or undischarged for a period of sixty (60) days after the levy thereon.

14.2. Owner's Remedies. In the event of a material default and breach of this Lease by Tenant, Owner shall have all rights and remedies available at law or in equity. The rights, privileges, elections and remedies of Owner set forth in this Lease or allowed by law or equity are cumulative and the enforcement by Owner of a specific remedy shall not constitute an election of remedies and/or a waiver of other available remedies. In the event of a material default, Owner's remedies shall include, but not be limited to the following:

- (1) Termination of Possession/Lease. In addition to any other remedy available to Owner at law or in equity, all of which other remedies are reserved unto Owner, Owner shall have the right to immediately terminate Tenant's right to possession of the Premises and/or this Lease and all rights of Tenant hereunder by delivering a written notice of termination to Tenant.
- (2) Re-entry. In the event of a material default and breach by Tenant, Owner shall have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises and to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant.
- (3) Owner's Lien. In addition to any other rights of Owner as provided in this Article 14, upon the default of Tenant, Owner shall have the right to enter the Premises, change the locks on doors to the Premises and exclude Tenant there from and, in addition, take and retain possession of any property on the Premises owned by or in the possession of Tenant as and for security for Tenant's performance. Tenant hereby grants to Owner a lien under section 45-108, Idaho Code, on all of said property, which lien shall secure the future performance by Tenant of this Lease. No action taken by Owner in connection with the enforcement of Owner's rights as provided in this Article 14 shall constitute a trespass or conversion and Tenant shall indemnify, save and hold Owner harmless from and against any such claim or demand on account thereof.
- (4) Acceleration of Rent. Declare the entire amount of Basic Rent and Additional Rent past due as well as that which would have become due and payable during the remainder of the Term of this Lease to be due and payable immediately. In this event Tenant shall pay to Owner the same immediately. Acceptance by Owner of the payment of such sums shall not constitute a waiver of any default occurring thereafter.

15. SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Owner in as good order and condition as the same are at the Commencement Date of this Lease or hereafter improved by Owner or Tenant, reasonable wear and tear excepted. Tenant shall, without expense to Owner, remove from the Premises all debris, rubbish and property which Tenant has the right to remove from the Premises under the terms of this Lease. Tenant agrees that any property of Tenant not removed by Tenant upon expiration of the Term of this Lease (or within seventy-two (72) hours after termination by reason of Tenant's default) shall be deemed abandoned by Tenant and

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Owner may either (i) retain the same on the Premises in which case the ownership thereof shall be conclusively deemed to be transferred to Owner, or (ii) dispose of the same in any manner elected by Owner and Tenant hereby waives any claim against Owner.

16 MISCELLANEOUS

16.1 **Owner's Right of Entry** Owner and Owner's authorized representatives shall have the right to enter the Premises at all reasonable times for the purposes of determining whether the Premises are in good condition, to make necessary repairs or perform any maintenance, to serve any notice required or allowed under this Lease or to show the Premises to prospective brokers, agents, buyers or tenants.

16.2 **Quiet Enjoyment** Owner agrees that Tenant, upon paying the Rent and other sums payable by Tenant under this Lease and performing the other obligations of Tenant as set forth in this Lease, shall quietly have, hold and enjoy the Premises during the Term hereof.

16.3 **No Waiver** The failure of Owner or Tenant to seek redress for a breach of this Lease or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed a waiver of such breach or of any future similar breach and the waiver by Owner or Tenant of any breach shall not be deemed a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease.

16.4 **Notices** Whenever any notice, approval, consent, request or election is given or made pursuant to this Lease, it shall be deemed delivered when it is in writing and personally delivered or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested and addressed to the party at the address set forth in the Basic Lease Provisions. Either party may change the address for notices by notice pursuant to this Section 16.4.

16.5 **Limitation of Owner's Liability** The obligation of Owner under this Lease do not constitute personal obligations of Owner or Owner's successors or assigns and Tenant shall look solely to the Building that is the subject of this Lease and to no other assets of Owner or Owner's successors or assigns for satisfaction of any liability under this Lease.

16.6 **Holding Over** Should Tenant continue to occupy the Premises or any part thereof after the expiration or earlier termination of this Lease, whether with or against the consent of Owner, such tenancy shall be month-to-month at a Basic Annual Rent equal to 150% of the Basic Annual Rent in force and effect for the last month of the Term expired or terminated and may be terminated at the end of any such monthly period by not less than ten days' written notice by Owner to Tenant.

16.7 **Attorney's Fees and Costs** If either party shall default under this Lease and said default is cured with the assistance of an attorney for the other party, as a part of curing said default, the reasonable attorneys' fee incurred by the other party shall be added to the balance due and payable or, in the case of a non-monetary default, shall be reimbursed to the other party upon demand. In the event suit or action is filed by either party against the other to interpret or enforce this Lease, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including attorneys' fees incurred therein, including the same with respect to an appeal.

16.8 **Construction** All parties have either (i) been represented by separate legal counsel, or (ii) have had the opportunity to be so represented. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Lease.

16.9 **Succession** This Lease shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties. Owner may assign this Lease to any purchaser of the Building without consent of Tenant and upon such assignment, Owner shall be released of all obligations hereunder. Tenant may only assign its interest in this Lease in accordance with the provisions of Article 12 of this Lease.

16.10 **Estoppel Certificate** Tenant shall, at any time within ten (10) days' after delivery of written notice by Owner, execute, acknowledge and deliver to Owner a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Owner hereunder, or specifying such defaults if they are claimed, and (iii) containing any other certifications, acknowledgments and representations as may be reasonably requested by Owner or the party for whose benefit such estoppel certificate is requested. Any prospective purchaser or encumbrance of the Premises or the Building may conclusively rely upon any such statement. Tenant's failure to deliver such statement within said time shall be conclusive upon Tenant (a) that this Lease is in full force and effect, without modification except as may be represented by Owner, (b) that there are no uncured defaults in Owner's performance, (c) that not more than an amount equal to one (1) month's installment of the Basic Annual Rent has been paid in advance, and (d) that such additional certifications, acknowledgments and representations as are requested under subsection (iii), hereof, are valid, true and correct as shall be represented by Owner. If Owner desires to finance or refinance the Premises, Tenant hereby agrees to deliver to any lender designated by Owner such financial statements of Tenant as may be reasonable required by such lender.

16.11 **Severability** If any term or provision of this Lease shall be determined by a court to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties that if any provision in this Lease is capable of two constructions, then the provision shall be interpreted to have the meaning which renders it valid.

16.12 **Force Majeure** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, court orders, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, government restrictions, regulations or controls, hostile government actions, civil commotion, fire or other casualty and other causes except for availability of funds, beyond the reasonable control of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease, which obligations shall not be affected thereby.

16.13 **No Recording** Neither party shall record this Lease or any memorandum hereof, it being agreed that Tenant's possession of the Premises shall be adequate notice of Tenant's leasehold interest.

16.14. Article Headings The article headings, title and captions used in this Lease are for convenience only and are not part of this Lease.

16.15. Entire Agreement This Lease, including the exhibits attached hereto, contains the entire agreement between the parties as of the date of this Lease and the execution hereof has not been induced by either party or any agent of either party, by representations, promises, undertakings not expressed herein. There are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the parties concerning the subject matter of this Lease which are not expressly contained herein.

16.16. Special Provisions The following special provisions are a part of this Lease (if none, write "None"):

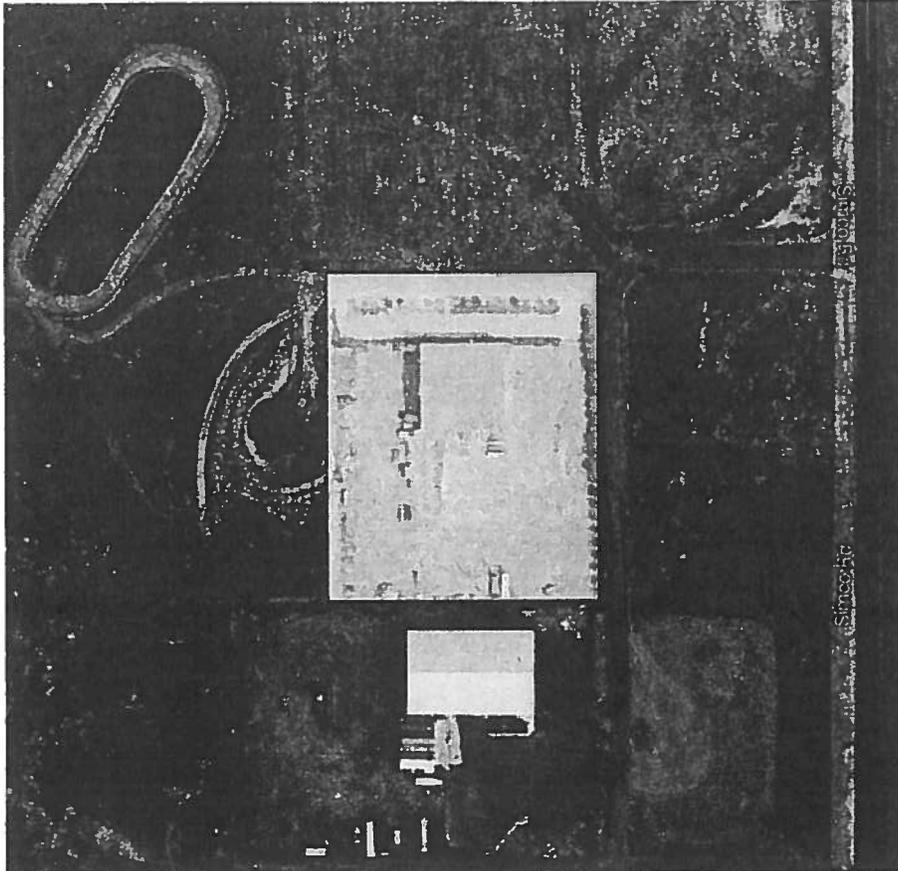
~~NONE~~
ME A. Once tenant vacates property, tenant shall remove all files stored on the premises. IF any are left for landlord to move & dispose, the expense will be solely the tenants.

EXHIBIT A

DESCRIPTION OF PREMISES

The portion of the Building located at Tax 2 SEC 15 T1S R4E according to the official records of Elmore, County, Idaho.

More commonly known as 1733 Simco Rd., Boise, Idaho 83716 consisting of approximately 10,000sf building constructed on the Premises along with +- 3.042 acres of yard space and exclusive parking area, as illustrated on the following site plan:



EXHIBITS

INITIALS
TENANT RL OWNER ME

EXHIBIT B

USE DESCRIPTION

Tenant may use the Premises for consolidating used tires to warehouse and disposition back out to lightest and best use

EXHIBIT C

TENANT IMPROVEMENTS

Tenant is leasing premises "As Is" except for the following improvements.

Landlord warrants that premises will be in good working order and clean upon Tenant's occupancy.

EXHIBIT D
BUILDING RULES

1. General Rules and Regulations The following rules and regulations govern the use of the Building. Tenant will be bound by such rules and regulations and agrees to cause Tenant's authorized users, its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same.

1.1 Except as specifically provided in the Lease to which these Rules and Regulations are attached, no sign, placard, picture, stickers, banners, advertisement, name or notice may be installed or displayed on any part of the outside of the Building (except for door decals which shall be allowed at Tenant's discretion) without the prior written consent of Owner. Owner will have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls are to be printed, painted, affixed or inscribed at the expense of Tenant and under the direction of Owner by a person or company designated or approved by Owner.

1.2. Tenant will not obstruct any sidewalks, passages, exits or entrances of the Project. The sidewalks, passages, exits and entrances are not open to the general public, but are open, subject to reasonable regulations, to Tenant's business invitees. Owner will in all cases retain the right to control and prevent access thereto of all persons whose presence in the reasonable judgment of Owner would be prejudicial to the safety, character, reputation and interest of the Project and its tenants, provided that nothing herein contained will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities. No tenant and no employee or invitee of any tenant will go upon the roof of the Building.

1.3. Owner expressly reserves the right to absolutely prohibit solicitation, canvassing, distribution of handbills or any other written material or goods, peddling, sales and displays of products, goods and wares in all portions of the Project except for such activities as may be expressly permitted under the Lease. Owner reserves the right to restrict and regulate the use of the Project by invitees of tenants providing services to tenants on a periodic or daily basis including food and beverage vendors. Such restrictions may include limitation on time, place, manner and duration of access to a tenant's premises for such purposes.

1.4. Owner reserves the right to prevent access to the Project in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

1.5. Owner reserves the right to approve companies providing cleaning and janitorial services for the Premises. Tenant will not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.

1.6. Owner will furnish Tenant, free of charge, with two keys to each exterior entry door lock to the Premises. Owner may make a reasonable charge for any additional keys. Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install any new additional lock or bolt on any door of the Premises. Tenant, upon the termination of its tenancy, will deliver to Owner the keys to all doors which have been furnished to Tenant.

1.7. If Tenant requires telegraphic, telephonic, burglar alarm, satellite dishes, antennae or similar services, it will first obtain Owner's approval, and comply with Owner's reasonable rules and requirements applicable to such services, which may include separate licensing by and fees paid to, Owner, as well as all federal, state, and local regulations. Tenant will not transmit or receive any electromagnetic, microwave or other radiation (except for a microwave oven for Tenant's use which is hereby authorized) which may be harmful or hazardous to any person or property in or about the Premises or elsewhere within the Premises.

1.8. Tenant will not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment and for Tenant's permitted uses. Tenant will not sleep or wash clothes in the Premises or use or permit to be used in the Premises any offensive or noxious gas substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the Building by reason of noise, odors or vibrations, intense glare, light or heat, nor will Tenant bring into or keep in or about the Premises any birds or animals.

1.9. Owner reserves the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building. Without the written consent of Owner, Tenant will not use the name of the Building or the Project in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

1.10. The toilet rooms, toilets, urinals, wash bowls and other apparatus will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from any violation of this rule will be borne by the tenant who, or whose employees or invitees, break this rule.

1.11. Tenant will not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. Tenant will not make any building-to-building solicitation of business from other tenants in the Building. Tenant will not use the Premises for any business or activity other than that specifically provided for in this Lease. Tenant will not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Owner's prior written consent, which consent Owner may withhold in its sole and absolute discretion.

1.12. Owner reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Building. Tenant will not cut or bore holes for wires without the prior consent of Owner which shall not be unreasonably withheld or delayed. Tenant will not affix any floor covering to the floor of the Premises in any manner except as approved by Owner. Tenant shall repair any damage resulting from noncompliance with this rule.

1.13. Owner reserves the right to exclude or expel from the Project any person who, in Owner's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

1.14. Tenant will store all its trash and garbage inside the Building and within its Premises. Tenant will not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal.

1.15. The Premises will not be used for lodging nor shall the Premises be used for any improper, immoral or objectionable purpose.

1.16. Tenant agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Owner or any governmental agency.

1.17. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed. Tenant will not leave or store any equipment, materials or items of any kind outside the walls of the Premises.

1.18. Tenant shall use at Tenant's cost such pest extermination and control contractor(s) as Owner may direct and at such intervals as Owner may reasonably require.

1.19. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Owner may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Owner will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Owner from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Project.

1.20. Owner reserves the right to make such other and reasonable and non-discriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Project and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

1.21. All directional signs and arrows must be observed.

1.22. The speed limit within all parking areas shall be five (5) miles per hour.

APPENDIX 1

HAZARDOUS WASTE AND MATERIAL

Tenant shall not cause or permit any Hazardous Waste or Material (hereafter defined) to be brought upon, kept or used in or about the Premises or the Building by Tenant, or employees, agents, contractors, licensees or invitees of Tenant. Tenant agrees to indemnify, save and hold Owner and Owner's partners, members, officers, directors, employees, and agents harmless from and against any claim, liability, damage, judgment, penalty, fine, cost, loss or expenses, including, without limitation, diminution in value of the Premises or the Building, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney's fees, consultant fees, engineer's fees and other expert fees, which arise from or relate to the breach by Tenant of the prohibition herein contained and which arise during or after the Lease Term as a result of said breach. This indemnification by Tenant includes, without limitation, costs incurred in connection with an investigation of site conditions or any clean up, remedial, removal or restoration work required by an federal, state or local governmental agency or political subdivision because of Hazardous Waste or Material present in the soil or ground water on or under the Premises or the Building. Without limiting the foregoing, if the presence of any Hazardous Waste or Material on the Premises or the Building is caused or permitted by Tenant and results in any contamination of the Premises or the Building, Tenant shall promptly obtain Owner's written approval for, and thereafter take, all actions at Tenant's sole cost and expense as are necessary to return the Premises or the Building to the condition existing prior to the introduction of any such Hazardous Waste or Material to the Premises or the Building. The obligations of Tenant hereunder shall survive the expiration or earlier termination of the Lease.

As used herein, the term "Hazardous Waste or Material" means any hazardous or toxic substance, material or waste. The term "Hazardous Waste or Material" includes, without limitation, any material, waste or substance which is or becomes regulated by any local governmental authority, the State of Idaho or the United States Government or which is (i) defined as a "hazardous substance" under any federal, state or local law, ordinance or regulation, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to § 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (v) defined as a "hazardous waste" pursuant to § 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. Seq. (42 U.S.C. § 6903), or the Idaho Hazardous Waste Management Act of 1983, Title 39, Chapter 44, Idaho Code, (vi) defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 7401, et. Seq., the Clean Water Act, 33 U.S.C. § 1251, et. Seq., or (vii) defined as a "regulated substance" pursuant to subchapter IX, Solid Waste Disposal Act (regulation of under ground storage tanks), 42 U.S.C. § 6991, et. seq.

Robb Child

Subject: FW: Fwd: Simco Road project

From: Brenda Clay [mailto:brendaclay@cableone.net]
Sent: Tuesday, April 07, 2015 12:18 PM

Primary Owner: JUNIPER STATION PROPERTIES LLC

Secondary Owner:

Mail Address: 3350 W AMERICANA TER STE 340
BOISE, ID 83706-2547

Site Address: *1733 Simco Rd. Boise, ID 83716*
83716

APN: RP01S04E151950A

Housing Tract Number:

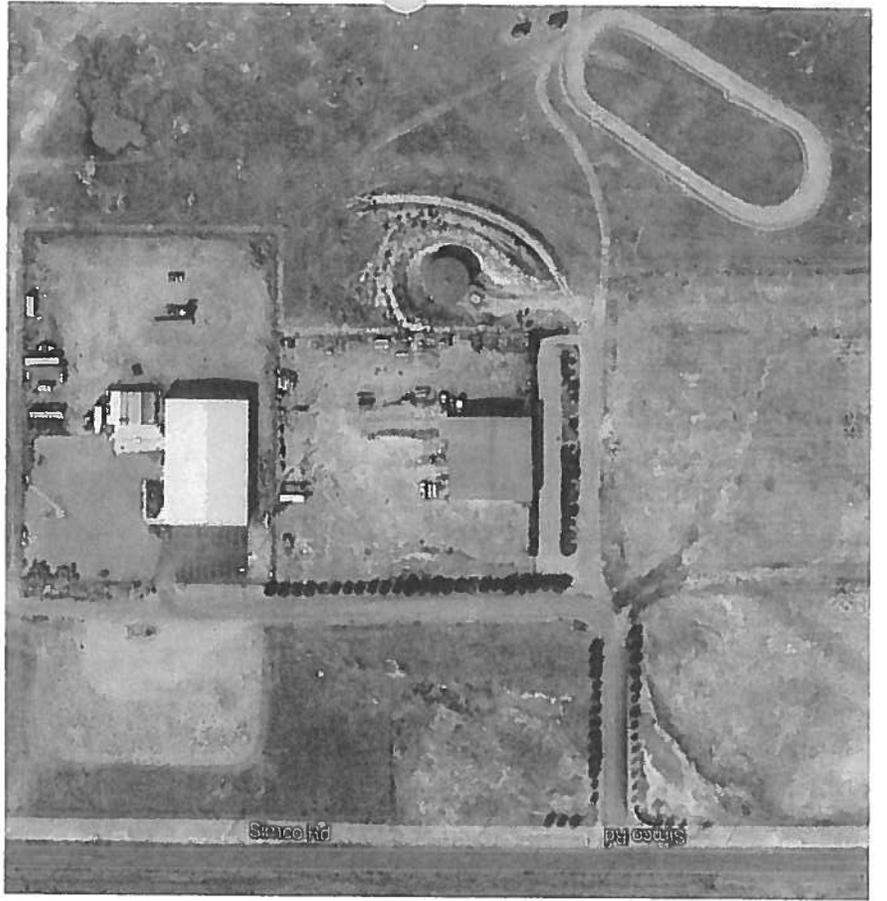
Lot Number:

Legal Description: Legal Brief Description: TAX 2 SEC 15 T1S R4E

Property Details

Bedrooms: 0	Year Built:	Square Feet:
Bathrooms: 0	Garage:	Lot Size: 3.042 AC
Total Rooms:	Fireplace:	Number of Units: 0
Zoning:	Pool:	Use Code: Commercial-Vacant Land





**Elmore County
Zoning
Simco Road Area**



Elmore County
County and District Engineer
Manning, Missouri 63847
Tel. 208.947.1142
Fax. 208.95.1020

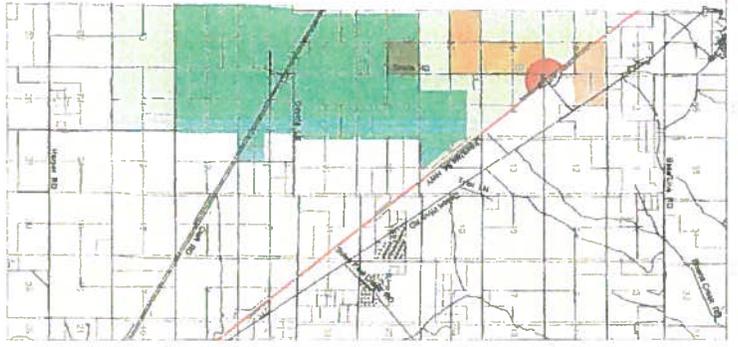
111 1733



1 inch = 70' 8 1/2 feet

This map was prepared by the Elmore County Engineer's Office. It is based on the information provided to the office by the applicant. The engineer's office does not warrant the accuracy of the information provided to the office. The engineer's office is not responsible for any errors or omissions on this map.

- Legend**
- County Parks
 - Simco Road Area
 - ZONING**
 - Commercial (C)
 - Heavy commercial (HC)
 - Medium Density (MD)



Thank you!

DK Commercial LLC
Brenda Clay
Industrial Brokerage Services

Direct Line: 208.955.1015
Cell: 208.371.5804
Fax: 208.955.1020
Email: brendaclay@cableone.net
www.dkcommercial.com

Robb Child

From: Robb Child <robbchild12@gmail.com>
Sent: Tuesday, April 14, 2015 3:59 PM
To: robbchild12@gmail.com
Subject: FW: Fwd: Simco Road project

From: Brenda Clay [mailto:brendaclay@cableone.net]
Sent: Tuesday, April 07, 2015 12:18 PM

Primary Owner: JUNIPER STATION PROPERTIES LLC

Secondary Owner:

Mail Address: 3350 W AMERICANA TER STE 340
BOISE, ID 83706-2547

Site Address: 83716

APN: RP01S04E151950A

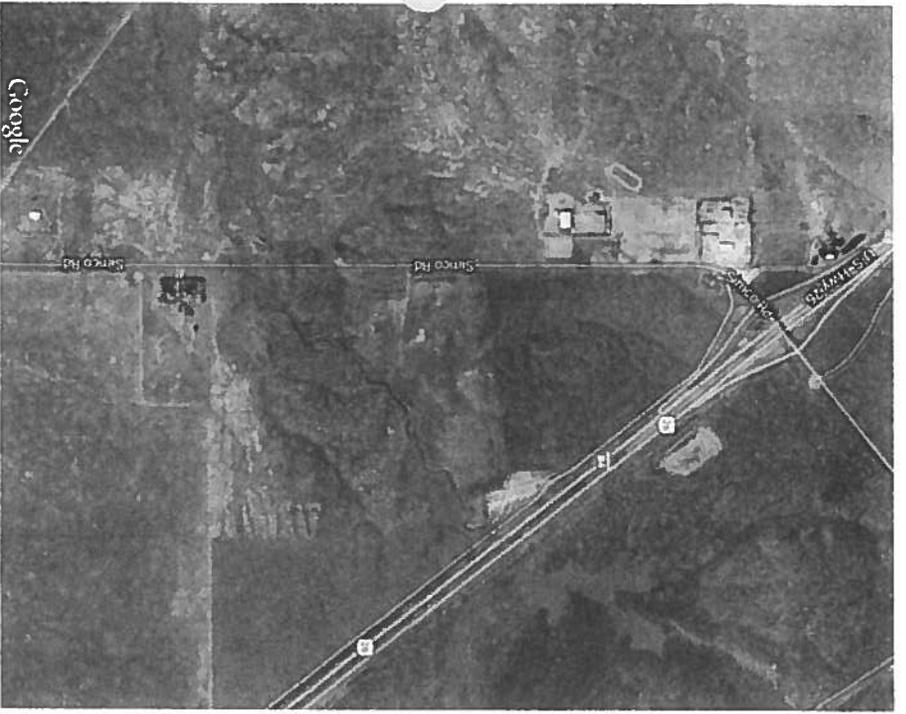
Housing Tract Number:

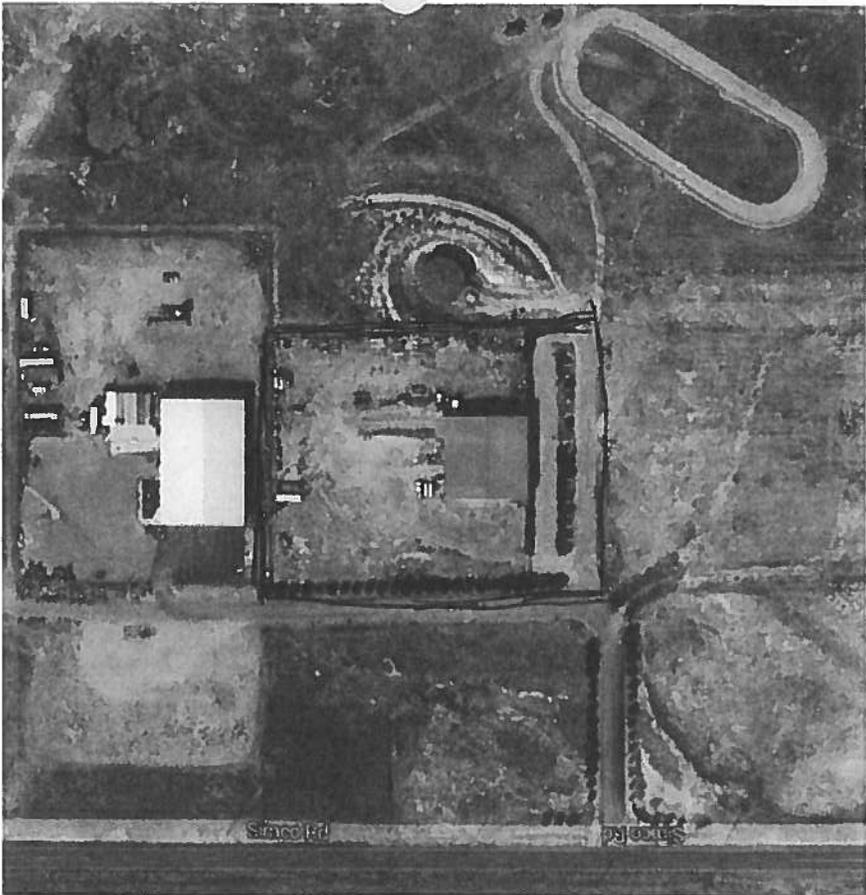
Lot Number:

Legal Description: Legal Brief Description: TAX 2 SEC 15 T1S R4E

Property Details

Bedrooms: 0	Year Built:	Square Feet:
Bathrooms: 0	Garage:	Lot Size: 3.042 AC
Total Rooms:	Fireplace:	Number of Units: 0
Zoning:	Pool:	Use Code: Commercial-Vacant Land





Elmore County
Zoning
Simco Road Area



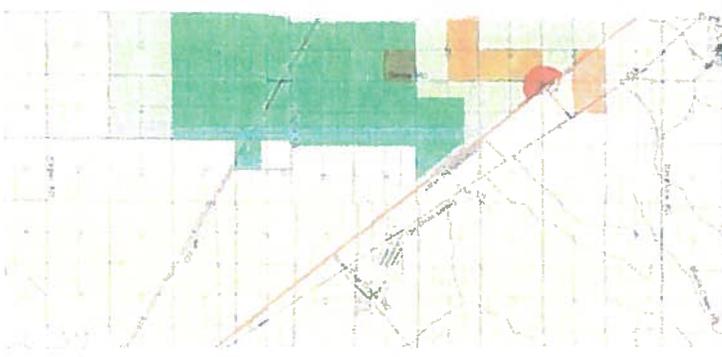
Elmore County Planning Department
2015-2016 Zoning Ordinance
Map No. 2015-01-01
Date: 10/1/15

11/1/15



Scale: 1" = 100'

- LEGEND**
- Unincorporated Areas
 - Street Report Area
 - Residential
 - Commercial
 - Industrial
 - Public
 - Water
 - Other



Thank you!

DK Commercial LLC
Brenda Clay
Industrial Brokerage Services

Direct Line: 208.955.1015
Cell: 208.371.5804
Fax: 208.955.1020
Email: brendaclay@cableone.net
www.dkcommercial.com

Transmission Report

Date/Time 05-11-2015 08:14:03 a.m. Transmit Header Text Growth and Development
 Local ID 1 2085872120 Local Name 1

**This document : Confirmed
 (reduced sample and details below)
 Document size : 8.5"x11"**

ELMORE COUNTY PLANNING AND
 ZONING COMMISSION
 521 East 2nd South Street
 Mountain Home, ID 83647
 Telephone 208-587-2120, ext. 502
 Fax 208-587-2120

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to the laws of the State of Idaho and Ordinances of Elmore County, that the Elmore County Planning and Zoning Commission will hold a PUBLIC HEARING at 7:00 p.m. on Wednesday, June 3, 2015 in the War Memorial Hall (American Legion) 515 East 2nd South Street, Mountain Home, Idaho, to accept testimony and consider an application from Second Life Recycling, LLC for a Conditional Use Permit for a fire sorting and shredding facility in the Interstate Commercial (C2) and Light Industrial (M1) Zone. Case Number: CUP-2015-10. The site is located in the SW 1/4, Section 15, Township 1 South, Range 4 East, N.M. A common way of locating the property is from Mountain Home head west on I-84, take Simco Road exit and head south, property is on the east approximately 1/2 mile. Site address is 1733 Simco Road.

7*
56 lines

This application may be reviewed prior to the hearing in the Land Use and Building Department during regular business hours. Any and all interested persons shall be heard at said public hearing and the public is welcome and invited to submit testimony. Anyone who wishes to testify but is unable to attend may submit written testimony prior to the hearing by sending it to Elmore County Land Use and Building Department, 520 East 2nd South Street, Mountain Home, Idaho, 83647. Written testimony must be received by 5:00 p.m. on Friday, May 22, 2015.

The Elmore County Clerk is responsible for ensuring compliance with the American Disabilities Act (ADA) of 1993. The Elmore County Clerk is responsible ADA coordinator. Provisions will be made for persons with disabilities who are unable to attend this hearing. A grievance procedure is available from: Klara, Elmore County Courthouse, in accordance with the ADA regulations.
 Alan Christy, Director
 Elmore County Land Use and Building Department
 One publication: May, 13, 2015

Proofed

Date: 5/11/15

- OK, With Changes
- OK, No Changes
- Re-Proof

Proofed by


Total Pages Scanned : 1

Total Pages Confirmed : 1

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
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Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	CP: Completed	TS: Terminated by system
HR: Host receive	PR: Polled remote	RP: Report	FA: Fail	G3: Group 3
WS: Waiting send	MS: Mailbox save	FF: Fax Forward	TU: Terminated by user	EC: Error Correct

ELMORE COUNTY PLANNING AND
ZONING COMMISSION
520 East 2nd South Street
Mountain Home, ID 83647
Telephone 208-587-2130, ext. 502
Fax 208-587-2120

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Alan Christy, Director
Elmore County Land Use and
Building Department
One publication: May, 13, 2015

7 "
56 lines

Proofed

Date: 5/11/15

OK, With Changes

OK, No Changes

Re-Proof

Proofed by:

BBB



Elmore County Land Use and Building Department

520 East 2nd South Street
Mountain Home, Id. 83647
Phone: (208) 587-2142 ext. 254
Fax: (208) 587-2120
www.elmorecounty.org

Alan Christy
Director

Tell Riley
Building Official

Beth Bresnahan
Planner I

Kacey Ramsauer
Administrative
Assistant

Date: April 27, 2015

To: Whom It May Concern

Subject: Notice of Public Hearing

Applicant: Second Life Recycling, LLC- Conditional Use Permit for a tire sorting and shredding facility

Case #: CUP-2015-10

A public hearing will be held before the Elmore County Planning and Zoning Commission on the enclosed application. The hearing is scheduled for Wednesday, June 3, 2015 at 7:00 p.m. in the War Memorial (American Legion) Hall at 515 East 2nd South Street, Mountain Home, Idaho.

Please review the application and return your written comments to the Elmore County Land Use and Building Department, 520 East 2nd South Street, Mountain Home, ID, 83647, by 5 p.m. on Friday, May 22, 2015, so your comments are included in the record. If you prefer, please come to the hearing to testify before the Commission.

If you have any questions or if we can be of any assistance, please do not hesitate to contact the office. To ensure compliance with the American Disabilities Act (ADA) of 1993, the Elmore County Clerk the responsible coordinator. Provisions will be made for persons with disabilities who are unable to attend this hearing. A grievance procedure is available from M. Bate, Elmore County Courthouse, in accordance with the ADA regulations.

Sincerely,

Alan Christy
Director

Enclosures: Application
AC:bsb

CC:

Dept of Environmental Quality Boise Reg

Central District Health Department

Elmore County Sheriff

Idaho Dept of Transportation District 3

Idaho State Fire Marshall

Mtn. Home Highway District

Oasis Volunteer Fire Department

Idaho Waste Systems

- Legend**
-  County Boundary
 -  Interstate
 -  Roads
 -  OLD HIGHWAY 30
 -  HIGHWAY 78
 -  HIGHWAY 67
 -  HIGHWAY 51
 -  HIGHWAY 20
 -  Townships
 -  Sections
 -  County Parcels



ELMORE COUNTY
PLANNING AND ZONING COMMISSION

520 East 2nd South Street
Mountain Home, ID 83647
Telephone 208-587-2130, ext. 502 Fax 208-587-2120

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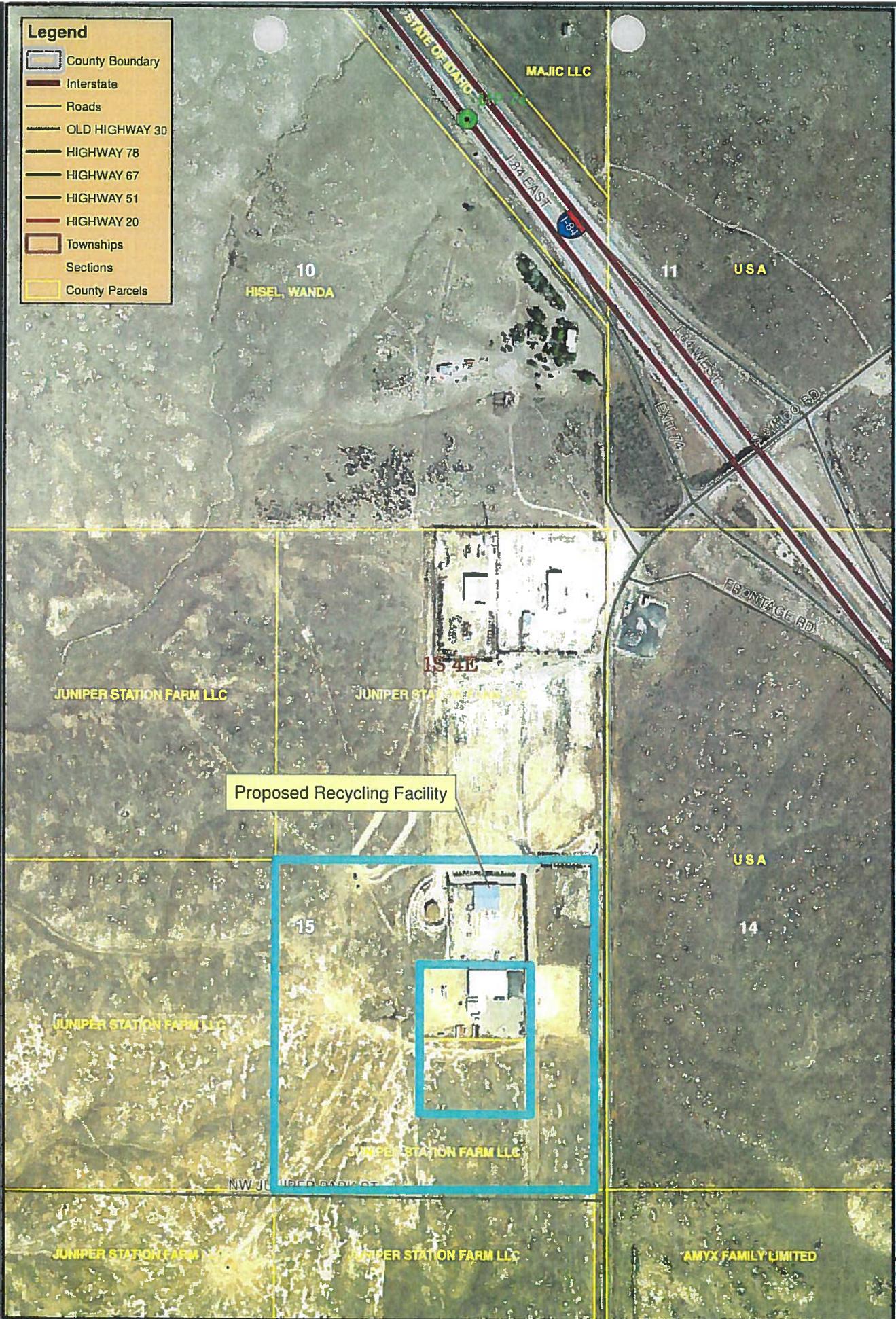
One publication: Wednesday, May, 13, 2015



Alan Christy, Director
Elmore County Land Use and Building Department
AC:bsb

Legend

-  County Boundary
-  Interstate
-  Roads
-  OLD HIGHWAY 30
-  HIGHWAY 78
-  HIGHWAY 67
-  HIGHWAY 51
-  HIGHWAY 20
-  Townships
-  Sections
-  County Parcels





Elmore County Land Use and Building Department

520 East 2nd South Street
Mountain Home, Id. 83647
Phone: (208) 587-2142 ext. 254
Fax: (208) 587-2120
www.elmorecounty.org

Alan Christy
Director

April 20, 2015

Tell Riley
Building Official

Second Life Recycling, LLC
C/O Robb Child

Beth Bresnahan
Planner I

4110 E Pine Bluff Dr.
Meridian, ID 83642

Kacey Ramsauer
*Administrative
Assistant*

To whom it may concern,

This purpose of this letter is to inform you that your application for a Conditional Use Permit CUP-2015-10 has been accepted by the Elmore County Land Use and Building Department. The public hearing with the Elmore County Planning and Zoning Commission has been scheduled for June 3, 2015 at 7:00 p.m.

If you have any questions regarding this letter please let me know.

Thanks,


Alan Christy

Director
Elmore County Land Use and Building
520 East 2nd South
Mountain Home, ID 83647
Phone: (208) 587-2142 Ext. 269
Fax: (208) 587-2120
achristy@elmorecounty.org
<http://www.elmorecounty.org>

PARCEL: RP 01S04E152000

F10 SW

F17=DD F19=SP

F24=LD

LEGAL DESCRIPTION

SE4NE4 LESS TAX 1-3

SEC 15

T1S R4E

JUNIPER STATION FARM LLC

3350 W AMERICANA TERRACE
STE 340
BOISE ID 83706

CODE AREA 4-0000 OWNER CD _____
PARC TYPE _____ LOC CODE 600
EFFDATE 4072009 EXPDATE _____
PREV PARCEL RP01S04E150090T

X for parcel comments

CAT/ST#	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
13 1	2011	32356	AC	33535				
35 1	2011			236843				

TOTALS 32356 270378

ENTER NEXT PARCEL NUMBER RP _____ A

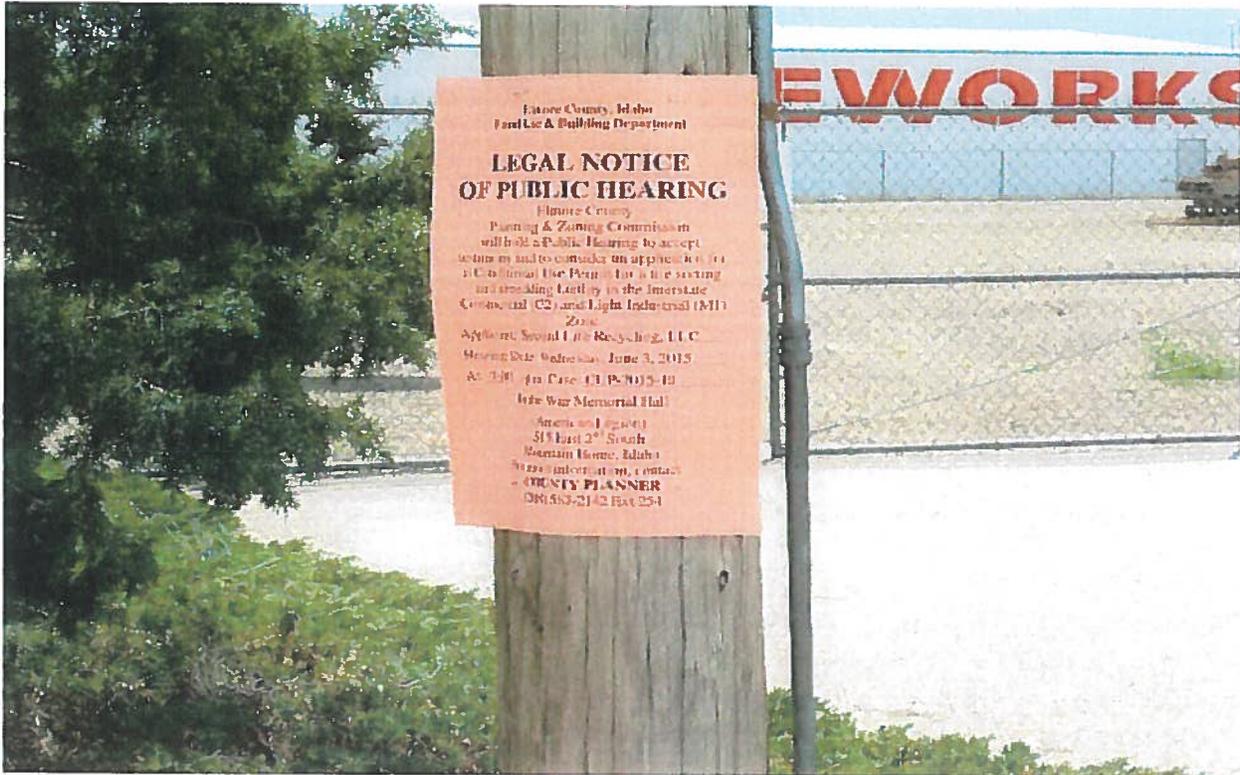
FKeys: F2=TX F3=Exit F5=SS F6=NM F7=LG
F8=CT F13=TM F18=HS F20=SrcH F22=EU



North end of property.

Photo taken on May 26, 2015





South end of property.

Photo taken on May 26, 2015





Parking area in front of building and roadway.

Photo taken on May 26, 2015

**ELMORE COUNTY
PLANNING AND ZONING COMMISSION**

MINUTES

Wednesday, May 20, 2015 at 7:00 pm

Chairperson Osborn called the meeting to order. Members of the Elmore County Planning and Zoning Commission present were Vice Chairman K.C. Duerig, Betty Van Gheluwe and Jeff Blanksma. Also present were Attorney of Record Phillip Miller, Director Alan Christy and staff members Beth Bresnahan, Kacey Ramsauer and Tell Riley.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Intermountain Development (Jim Carrie) for a Conditional Use Permit to subdivide an existing 5-lot subdivision (Frontage Estates) into a 57-lot subdivision (Blue Sage Subdivision) in the Agriculture Zone/Mountain Home Area of City Impact. Case Number: CUP-2015-09.

The site is located in NW1/4, Section 15, Township 3S, Range 6E, B.M. A common way of locating the property is from Sunset Strip turn onto Frontage Road. The property is located approximately 1 mile on the right.

Christy read the rules for the public hearing.

Bresnahan gave staff report and background.

Jim Carrie is the applicant. He stated that he presently owns 65 acres on Frontage Road that he would like subdivide into approximately 53 lots with no lot being less than 1 acre in size. He stated that after doing research on the property they feel it can handle a subdivision and that it is in line with the improvements in the area as there are many subdivisions surrounding it that are one acre lots. He stated that with the market being light right now they are doing this in 3 phases with the first phase at 11 lots, the second phase 13 lots, and the third phase would have the balance with 2 years between each phase.

He stated that the city of Mountain Home has indicated septic tank failures out there but he is not aware of it and neither is the health department. He stated that Aspen Engineers sent out a letter that they received on May 15th and there was not enough time for them to respond. He stated that they applied for an application for a Conditional Use Permit (CUP) and not a preliminary plat. He stated that the CUP application and fees were accepted by staff and there were no requests to provide anything else. He stated that he would like to hear the testimony and get approval so they can start the development of the property.

Osborn asked if Carrie had received the supplemental staff report regarding the CUP application process.

Carrie stated that he had.

Osborn asked if he was aware of item number B stating "the applicant shall concurrently submit and obtain approval for a master site plan subject to regulations of this title." She stated that this is specific in the ordinance and it is required.

Osborn asked if the applicant would like to table this to get the master site plan so that the commission can follow the ordinance as required.

Carrie stated that he feels he's blindsided with this new information.

Osborn stated that the ordinance is there and available.

Carrie stated that this is what we go to staff for. He stated that there are a lot of laws in the ordinance. He stated at this point he's willing to table this application but needs to speak to his engineers about a date certain.

Miller stated that there are some options for the applicant at this time. He stated that the commission can take testimony at this time and then the commission can take up the issue of tabling after testimony or the applicant may choose to table at this time.

Osborn polled the commission on what they'd like to do.

Van Gheluwe: move to a date certain.

Fish: undecided.

Blanksma: hear testimony now.

Duerig: hear testimony now.

Osborn: hear testimony now.

Commission consensus was to take testimony now and table to a date certain following the public testimony.

There was no one signed up in support.

There was no one signed up in neutral.

Richard McMahon signed in as opposed. He stated that his biggest concern is water. He stated that this water level is dropping yearly and 50 plus new wells won't help that. He stated that the Idaho Department of Water Resources (IDWR) only allows for 1/2 acre to be irrigated on any property and wants to know who will police that and if there are any irrigation rights on this property. He stated that he is concerned with the traffic impact on Canyon Creek Road.

Jeffrey Hobbs signed in as opposed. He stated that he is the former president of the water association in Jim Carrie Subdivision # 4 which is very close to this property. He stated that in one of the main wells in his subdivision the water is dropping rapidly and that is a big concern.

Jim Blanton signed in as opposed. He submitted support documents for the record. Christy entered them into the record as public exhibit #1.

Blanton stated that he is the lead licensed water technician for Town and Country Subdivision. He stated that they have 2 wells for the subdivision and they are on the fence line of the proposed subdivision. He stated that he would like to know who the developers and builders of this project are going to be. He stated that he is concerned with the number of wells being proposed. He stated that in his subdivision water levels in the wells have dropped 25 feet since 2001. He stated that he does not believe the aquifer can support 50 more wells. He stated that it will cost the homeowners in his subdivision 3,500 dollars apiece and with most of them being retired on a fixed income that's incredibly difficult. He asked if the nutrient pathogen study has been done and turned in to the land use department.

Craig Reich signed in as opposed but did not wish to testify.

Barb Huntley signed in as opposed but did not wish to testify.

Bobbie Lockett signed in as opposed. She stated that she is concerned with the lack of water in the area and that 57 lots is too many.

Bob Peace signed in as opposed. He stated that his main concern is a safety issue with traffic.

Anthony Klazura signed in as opposed. He stated that he is concerned with water, emergency services, and traffic.

Nathan Stokesberry signed in as opposed. He stated that his main concern is water. He stated that he had to drop his pump recently. He stated that he is concerned with traffic as well.

Janice Castanzo signed in as opposed but did not wish to testify.

Ronnie Ralphs signed in as opposed but did not wish to testify.

Martha Ralphs signed in as opposed. She stated that she is concerned with water.

Nelson Culp signed in as opposed. He stated that he concurs with the concerns already testified to. He stated that the applicant tried to build a large subdivision very close to this area years ago that never happened and this one is no different. He stated with all of the empty homes in the area that there isn't a need for 50 new homes.

Konni Guyer signed in as opposed. She stated that she is concerned with water because there is none. She stated that she is concerned with traffic and safety on Frontage Road. She stated that with that many homes there is always potential for crime increase.

Ken Guyer signed in as opposed. He stated that he concurs with all of the previous testimony regarding water, traffic and safety.

Art Nelson signed in as opposed. He stated that he is concerned with the quality and use of water.

Robert Elam signed in as opposed but did not wish to testify.

Robert Milburn signed in as opposed but did not wish to testify.

Kim Bideganeta-Uriona signed in as opposed. She stated that she's concerned with the number of septic tanks that will be there. She stated that she was told that in the county 5 acre lots are required and she wanted to know if this were true.

Christy stated that north of the I-84 there is a 5 acre minimum zone. He stated that in the area of city impact lot densities are determined by the city and by what the utilities can handle through scientific studies.

Bideganeta-Uriona stated that she is concerned that there is no completed application in place at this point so there is a lot we do not know. She stated that she is concerned with the increased traffic.

Edward Belk signed in as opposed but did not wish to testify.

Jesse Gliden signed in as opposed. He stated that he owns a lot near this area that has a well on it that dried up in 2007 and had to drill 100 feet to get water. He stated that his well at his current home on Dutton Drive dried up in 2013 and had to drop the pump 50 feet to get water. He stated that water is a big concern for a declining aquifer. He stated that he is concerned with traffic increases in the area and where the entrances into the subdivision will be located.

Jenina Rose signed in as opposed. She stated that she is concerned with water and drilling her well deeper and the associated cost.

Benjamin Fritz signed in as opposed but did not wish to testify.

Nancy Marciolla signed in as opposed. She stated that she is concerned with water and drilling her well deeper and the value of her house going down due to this development causing water issues.

Bill Brecheisen signed in as opposed. He stated that he is concerned with septic issues with such small lots.

LaDonna Withers signed in as opposed. She stated that she lives on the north side of town and there are many on that side of town that have to drop their pumps in their wells. She stated if more wells are drilled it will have a big impact on the elderly people in the area that will be forced to drill deeper wells.

LaVonna Evans signed in as opposed but did not wish to testify.

There was no further testimony.

Jim Carrie gave rebuttal to the public testimony. He stated that the fire water source will probably come from a private well. He stated that they are 10,000 gallon tanks and the subdivision will probably require 3 of them.

He stated that they are not connecting through Dutton Drive. He stated that the road won't handle a lot of traffic and it wouldn't be right for the people that live down there.

He stated that if septic's are maintained they generally do not fail. He stated that they are using the enhanced septic systems in this subdivision which means they are inspected every 6 months to a year.

He stated that the nitrate levels are fine according to the engineers.

He stated that city was concerned with the amount of homes going in this subdivision and the water usage but the city just approved a 320 lot subdivision in the city limits. He stated that the city pumps its water from the same hole they get it from in the area of this application. He stated that the homes will be here either way.

Osborn asked if he will be providing dry lines for attachment to a municipal system.

Carrie stated that they do not have plans to do that as they are very expensive and they are competing with Corey Barton and Hubble Homes so it doesn't give them a lot of room to work with financially. He stated that dry lines are looked at when the city is planning on servicing the area in the near future and they have made it clear they are not going to do that.

He stated that any accidents on the roads surrounding this area have no bearing on this project at all.

Osborn asked if there was access for emergency service if for any reason could not access from Frontage Road.

Carrie stated on Dutton Drive they have proposed a 60 foot easement for future road connection. He stated that they do not wish to do that and the highway district does not want to do that either. He stated that they will do whatever is required of them.

Osborn asked if the nitrate studies had been presented to staff.

Carrie stated that they had not as they are still being done and was not a requirement.

Carrie thanked the commission for its patience and getting this through.

Commission consensus was to hold this public hearing open to a date certain to give the applicant time to obtain a master site plan and to address concerns from the county engineer.

Osborn stated that the only testimony that will be heard at the next scheduled public hearing will be regarding the information being requested and not any repetitive testimony from this public hearing tonight.

Duerig moved to hold this public hearing open to June 3, 2015 to accept additional testimony from the applicant and public.

Van Gheluwe seconded.

Motion carried unanimously.

The commission held a 5 minute recess.

FCO and Minutes

FCO for Case Number: SUB-2006-02.

Duerig moved to approve.

Blanksma seconded.

Motion carried unanimously with Fish abstaining.

Minutes from 05-06-15.

Van Gheluwe moved to approve,

Duerig seconded with Fish abstaining.

Motion carried unanimously.

INFORMATION ITEMS

Upcoming P & Z Schedule.

Christy stated that the next two scheduled public hearing are on June 3rd and June 17th, 2015.

Christy stated that they did not schedule a public hearing on July 1st, 2015 due to its close proximity to Independence Day but with number of applications coming there may need to be a special meeting to deal with them all.

Commission consensus was to keep the idea open if they need to call a special meeting.

MEETING ADJOURNED at 8:26 p.m.

Patti Osborn, Chairperson

Date:

Attest: _____
Alan Christy, Director

Date: