

City of Emmett Council Meeting

September 26, 2023

Regular Meeting

The Emmett City Council held a meeting at 501 E. Main Street, Emmett, Idaho.

Mayor Petrie called the meeting to order at 7:00 p.m.

Mayor Petrie led the Pledge of Allegiance

Chris Abrahamsen offered the Community Invocation

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

Council Present by Phone – None

Council Absent: Councilor Gary Resinkin

City Attorney: Jake Sweeten

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

Public Present: Eloise Alexander, 1334 Vista Drive, Gerald Fairbank, 617 S. Commercial, Zeke Orr, 935 Santa Lane, Jethro Batchelor, 904 S. McKinley Ave

Public Present via telephone: None

Amendments to the Agenda: None

Declaration of Conflict of Interest: None

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

ELECTED OFFICIALS:

Mayor

City Council

Announcements and Good of the Order –None

CONSENT AGENDA:

Approval of Minutes – September 12, 2023

Approval of Accounts Payables

Approval of Permits – None

Councilor Henderson **MOVED TO APPROVE THE CONSENT AGENDA;** Seconded by Councilor Butler.
Motion carried by voice vote.

BUSINESS:

Approve Road Closures for the MOI and Pizza Factory UTV Takeover Show and Shine. Presented by Dalton Fairbanks and Police Chief, Steve Kunka. Council President Nebeker **MOVED TO APPROVE ROAD CLOSURES FOR MOI (Men of Integrity) AND PIZZA FACTORY UTV TAKEOVER ON SEPTEMBER 30, 2023 AND FOLLOW ALL RECOMMENDATIONS OF STAFF.** Seconded by Councilor Butler. Motion carried by voice vote.

Clint Seamons, Public Works Director requests approval of GW Building LLC construction contract agreement in the amount of \$27,200.00 for Public Works Fiber Shop at the E. Locust Booster Station Project. Councilor Henderson **MOVED TO APPROVE GW BUILDING LLC CONSTRUCTION CONTRACT AGREEMENT IN THE AMOUNT OF \$27,200 FOR PUBLIC WORKS FIBER SHOP AT E. LOCUST BOOSTER STATION AND USING ARPA FUNDS AND MAYOR TO SIGN.** Seconded by Councilor Butler.
Roll call vote: Council President Nebeker – AYE, Councilor Butler – AYE, Councilor Harris – AYE, Councilor Henderson – AYE, Councilor Sorenson – AYE – 5-AYES, 0-NAYS. Motion carried.

Brian Sullivan, Zoning Administrator requests approval of time extension for Skyhawk East Subdivision final plat. Councilor Sorenson **MOVED TO APPROVE THE A ONE-YEAR TIME EXTENSION TO OCTOBER 25, 2024 FOR HEARTLAND TOWNHOMES PROPERTY MANAGEMENT TO FILE A FINAL PLAT FOR SKYHAWK EAST SUBDIVISION DUE TO DELAYS FROM THE UTILITY COMPANY.** Seconded by Councilor Henderson. Motion carried by voice vote.

DEPARTMENT REPORTS:

Building Official/City Planner – Brian Sullivan – Reported

City Clerk, Lyleen Jerome – Reported

Fire Chief, Curt Christensen – Reported

Library Director, Alyce Kelley – Reported

Police Chief, Steve Kunka – Reported

Public Works, Clint Seamons – Reported

IT Systems Director, Mike Knittel – Reported

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

Meeting adjourned at 7:24 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name MELISSA ADAMS

Date Application Received 09/11/23 By SR

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

Police Department

Background Check

[Signature]

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

Application Approved

Application Denied

[Signature]

9-28-23

Chief of Police (signature)

Date

Fingerprint Results Attached (New only)

City Council

Added to Council Agenda for approval

City Council Approved Yes No

Council Date

Official Permit

Created _____

Mailed _____

Tracking # _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name HALEY WILLIS

Date Application Received 08/30/23 By SR

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

Police Department

- Background Check Ulanhan
 _____ Emmett Police Name/Records Check
 _____ Gem County Sheriff's Name/Records Check
 _____ Application Approved
 _____ Application Denied
 _____ 9-19-23
 _____ Chief of Police (signature) Date
- Fingerprint Results Attached (New only) 9/19/23

City Council

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

Official Permit

- Created _____
- Mailed _____

Tracking # _____

City of Emmett

501 East Main Street
Emmett, Idaho 83617
Phone 208-365-6050

Chicken Permit Application

Ordinance O2012-1
ECC 5-2-2 Fowl
Fee \$30.00

Name CRYSTAL + RENN SWANSON

Phone # 208-918-7314

Address 4000 QUEEN ANNE DR.

Alternative Phone # _____

The following are requirements required by Ordinance O2012-1 for keeping chickens.

- Maximum of six (6) hens may be allowed for each permit. No roosters are allowed in City limits.
 - The minimum property size required for each permit shall be five (5) thousand square feet.
 - Provide a site plan with property lines, fences, and the location and size of the proposed cage or pen.
- No structure intended to house chickens is permitted within ten feet (10') of a property line. Enclosure must be located in the back yard.
 - The chickens are allowed to be free range in the back yard only and must be kept within an area that is enclosed with a fence. No portion of the enclosed area is permitted in the front yard or side yard of any property containing a dwelling.
 - All locations, pens, or structures used to keep or maintain chickens must be kept in a clean or sanitary condition, free from obnoxious odors or substances, and it is unlawful to permit any decaying food, refuse or any other substance or matter to remain therein. Failure to comply with this standard may result in revocation of permit.
 - Dead chickens are not allowed to remain upon the premises longer than eight (8) hours.
 - A permit is not transferable to another location or to other individuals.
 - The applicant shall pay to the City Clerk a fee set by resolution of the City Council and the permit shall be valid until it is revoked or until it lapses because of nonuse for one year or more.
- Provide written consent from adjoining property owners.
 - A warranty deed showing proof of ownership of the property. If the property is rental property, must provide Affidavit of Legal Interest from property owner giving permission to a tenant to use the property for the purpose of maintaining chickens.
 - No permit will be issued for two-family dwellings, multi-family dwellings, or commercial facilities.
 - This permit may be revoked at the discretion of the Code Enforcement Officer, Chief of Police, Mayor and Emmett City Council.
 - Loose chickens are deemed un-owned. It shall be lawful for any person to take into their possession loose chickens within the City limits and said loose chickens shall thereafter become the finder's property to dispose of as they see fit.
- The City Council may waive the application fee for a person under the age of 18 who is raising chickens as a Boy Scout, Girl Scout, 4H or similar project.

Staff Recommendations: No Approval for Ducks /
chickens are approved

Approved _____ Not approved _____ By [Signature] Date 9-29-23

Crystal + Renn Swanson is requesting to have Chicken + Duck 4H
 at their current address, 4000 Queen Anne Drive Project

Per City of Emmett Ordinance, all premises within 100 feet of this location must be notified of this request. Please indicate if you are in agreement or not in agreement of the above animal(s) being kept at the above address.

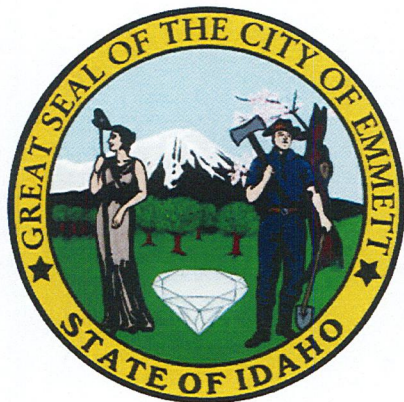
Name	Address	Phone	Agree
<u>Rob Robinson</u>	<u>4002 Queen Anne</u>	<u>208-740-8436</u> <u>805-878-2084</u>	<u>(Yes)</u> No
<u>Karen Schlicht</u>	<u>4003 Queen Anne</u>		<u>(Yes)</u> No
<u>Dan Figini</u>	<u>4001 Queen Anne</u>	<u>208-260-1826</u>	<u>(Yes)</u> No
			Yes No
			Yes No
			Yes No
			Yes No
			Yes No
			Yes No

Animal Description(s)

#1	<u>Laying Hen</u>	<u>TBD</u>
#2	<u>Laying Hen</u>	<u>TBD</u>
#3	<u>Laying Hen</u>	<u>TBD</u>
#4	<u>Duck</u>	<u>TBD</u>
#5	<u>Duck</u>	<u>TBD</u>
#6		

SITE PLAN





INFORMATION TECHNOLOGY

CITY OF EMMETT

501 E. MAIN ST.— EMMETT, ID 83617

PHONE (208) 398-2100

WWW.CITYOFEMMETT.ORG

"Driven by innovation"

September 5, 2023

Council,

I was contacted by Chief Bertalotto with the Heyburn Police Department inquiring about laptops for police vehicles as their officers do not have any mobile computers in their vehicles.

We currently have several laptops that we received for free from another surplus source. I am requesting that 10 of these laptops be deemed surplus by the City of Emmett and transfer ownership of the laptops to the City of Heyburn Police Department. We currently have no use for the laptops and receive new surplus inventory of laptops on a yearly basis.

MOTION: Move to surplus ten Dell Latitude E7470 laptops and transfer ownership to the City of Heyburn Police Department as outlined in the attached Purchase Agreement with Mayor to sign.

Mike Knittel

Technology Director

City of Emmett

MISSION: Provide effective technology support, services, design, and implementation for the City of Emmett; while enhancing productivity, safeguarding information, and economically planning and preparing for the future.

PURCHASE AGREEMENT

Purchase agreement, made September 27th, 2023, between the City of Emmett, Idaho, a political subdivision of the State of Idaho ("seller") and the City of Heyburn, Idaho ("buyer").

SECTION ONE. SALE OF PROPERTY

Seller agrees to sell to buyer, and buyer agrees to purchase from seller, ten (10), Dell Latitude E7470 Laptops ("Property").

SECTION TWO. CONSIDERATION

The purchase price of the Property shall be zero Dollars (\$0).

SECTION THREE. CLOSING

A. Closing on the sale of the Property shall occur on or before September 27th, 2023, or at such time as each parties' governing body shall have complied with applicable law related to the transfer of property from one governmental unit to another governmental unit.

B. At closing seller shall execute a bill of sale granting good and marketable title to the Property and any other transfer documents necessary to complete the transfer of title.

SECTION FOUR. TRANSFER OF TITLE

Seller warrants seller's title to the Property and that title will be transferred to buyer free and clear of any liens, claims, charges, or encumbrances.

SECTION FIVE. GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Idaho.

SECTION SIX. ATTORNEY'S FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

SECTION SEVEN. EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION EIGHT. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION NINE. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

Each party to this agreement has caused it to be executed on the date indicated below.

CITY OF EMMETT, IDAHO

CITY OF HEYBURN, IDAHO

By: _____

By: Dick Galbraith

Name: Gordon W. Petrie

Name: Dick Galbraith

Title: Mayor

Title: Mayor

Date: September 27th, 2023

Date: September 27th, 2023

ATTEST:

Amber Simpson

City Clerk



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

Tuesday, April 4, 2023

Mayor, City Council:

I am requesting a **MOTION** to approve removal of the 2 sycamore trees at the Gem County Museum at 501 East 1st Street which is owned by the county and operated by the board of the Gem County Historical Society.

Attached is the request from the county for your review.

Thank you,

Clint Seamons, Public Works Director

Clint Seamons

From: Bill Butticci <bbutticci@co.gem.id.us>
Sent: Tuesday, September 26, 2023 6:51 PM
To: Clint Seamons
Subject: Sycamore Trees, Gem County Museum

Caution! This message was sent from outside your organization.

[Block sender](#)

Clint,

I am requesting the city's input on the removal of the 2 sycamore trees at the Gem County Museum at 501 East 1st Street.

This property is owned by the county and operated by the board of the Gem County Historical Society.

The board is needing to remove the 2 trees as the trunks and root systems are breaking and cracking the foundations of the Hunt House and the surrounding buildings on the property. The trees are also dropping large limbs on the adjacent property where the tenant needs to park their cars. There was not long range foresight when the trees were planted.

The sycamore is also a tree that produces a dust on its leaf that is a known respiratory irritant and prolonged exposure will cause choking and irritation to the eyes. I can no longer work on the grounds from the trees effects and visitors of the museum are also experiencing these symptoms from the trees.

Jeff Bayes will be doing the tree removal in December and will be requesting partial road closer for a crane to lift the trees

Out to the street for removal. Please let me know what will be needed to the city for this project.

Thank you,
Bill

GEM COUNTY CONFIDENTIALITY DISCLAIMER: *This message (including any attachments) may be privileged, confidential and/or protected from disclosure under applicable law. It is intended only for the use of the individual or entity above-named. You are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you are not the intended recipient please notify the sender by reply email and immediately delete this email.*



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

Thursday, October 5, 2023

Mayor, City Council:

I am requesting a **MOTION to approve hangar lease agreement between Richard L. and Terry L. Davis and the city of Emmett with Mayor to sign.**

Attached is the agreement for your review.

Thank you,

Clint Seamons, Public Works Director

LEASE AGREEMENT

Lease agreement dated _____, 202__ (“Lease”), between the City of Emmett, an Idaho municipal corporation, with an address of 501 E. Main St., Emmett, ID 83617 (“Landlord”) and Richard L. and Terry L. Davis, with an address of 35467 Kalifornsky Beach Rd, Kenai, Alaska 99611 (“Tenant”).

WITNESSETH

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

The term of this Lease is for a period commencing on _____, 202__ and terminating on December 31st, 2043 under the following terms and conditions:

1. **RENT:** Tenant shall pay Landlord rent in advance annually. The rent will be \$50.00 more per year than the rent for two (2) tie-down spaces at the Emmett Airport. Rent will be \$500.00. Rent is due on or before January 1 of each year. Landlord may, by resolution of the Emmett City Council, periodically adjust the rent. Any such adjustment shall become effective for the next annual rental payment due. Such adjustments shall not occur more frequently than once each year.
2. **PROPERTY OF TENANT:** Tenant shall obtain property insurance on all Property of Tenant located on the Premises and hereby releases and discharges Landlord of and from any liability for damage to the Property of Tenant. “Property of Tenant” shall mean and include all personal property of Tenant including structures, equipment, furniture, and personal belongings kept or used on or installed in the Premises that are owned by and separately assessed to Tenant.
3. **WARRANTIES:** There are no warranties by Landlord. Tenant, in executing this Lease, is relying upon its own judgment, information and inspection of the Premises.
4. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the Premises at any reasonable time to examine the same and determine that Tenant is complying with the terms of this Lease.
5. **INDEMNIFICATION:** Tenant agrees to indemnify, defend, and hold harmless Landlord and its officers, agents, and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Tenant, Tenant’s agents, Tenant’s employees, Tenant’s representatives, Tenant’s invitees, or any other person allowed on the Premises by Tenant.
6. **HAZARDOUS WASTE AND HAZARDOUS MATERIALS:** Tenant agrees not to store, generate, or otherwise use or bring upon the Premises, any hazardous waste as defined by Federal, State, or local laws and regulations. All hazardous materials shall be stored and disposed of strictly in accordance with any State or Federal regulations. Tenant shall hold Landlord harmless from any liability associated with Tenant’s use or possession of hazardous materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this _____, 202__.

LANDLORD:

CITY OF EMMETT

By: _____
Mayor

Attest:
City Clerk

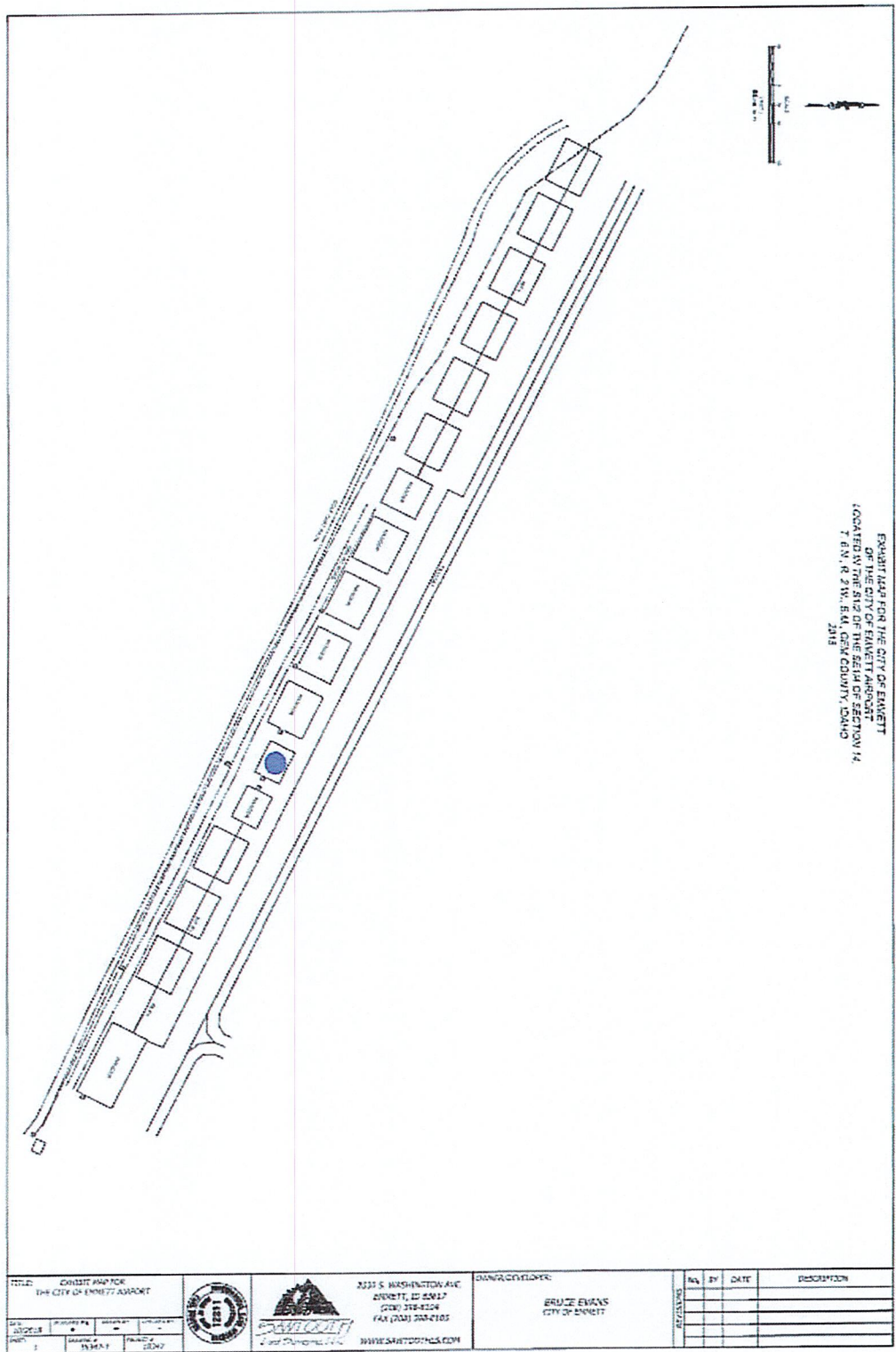
TENANT:

By: 
Richard L. Davis

TENANT:

By: 
Terry L. Davis

Exhibit A





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

Thursday, October 5, 2023

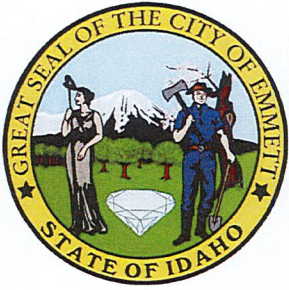
Mayor, City Council:

I am requesting a **MOTION to approve termination of hanger lease John Arkovich and the City of Emmett with Mayor to sign.**

Attached is the letter for your review.

Thank you,

Clint Seamons, Public Works Director



CITY OF EMMETT

Office of the Mayor

501 East Main Street
Emmett, Idaho 83617

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

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

October 10, 2023

RE: Termination of Hangar Lease
John Arkovich

The City of Emmett City hereby grants permission to John Arkovich to sell his hangar to Richard L. Davis and/or Terry L. Davis.

Upon Richard L. Davis and Terry L. Davis entering into a lease agreement with the city, the lease agreement between John Arkovich and the City of Emmett dated July 1, 2005 shall be terminated.

Approved by City Council on October 10, 2023 and executed by Gordon Petrie, Mayor.

Signed this _____ day of _____ 2023.

Gordon W. Petrie, Mayor