



**PAYETTE CITY COUNCIL
REGULAR MEETING
February 2, 2015**





**AGENDA
PAYETTE CITY COUNCIL
FEBRUARY 2, 2015**

**WORK SESSION & REGULAR MEETING
HONORABLE MAYOR JEFFREY T. WILLIAMS PRESIDING**

LEE NELSON MARK HELEKER
CRAIG JENSEN JEFF SANDS
NANCY DALE RAY WICKERSHAM

5:30 PM – Work Session

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7:00 PM – Regular Meeting

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XI. MAYOR'S COMMENTS

XII. CITIZEN'S COMMENTS

(Limited to 5 minutes per person, at the discretion of the Mayor)

V. EXECUTIVE SESSION ~ *Pursuant to I.C. 67-2345(1)(f), the City Council will recess into Executive Session to discuss with legal counsel for the public agency pending litigation or where there is general public awareness of probable litigation.*

VI. ADJOURNMENT

Any person needing special accommodations to participate in the above noticed meeting should contact the City at least 5 days before the meeting at 700 Center Avenue or at 642-6024.

A Citizen's Recommendation

Donation Request Procedure

When staff receives a request, they should review the request paperwork to verify the request form is legible, complete and clearly stated. Each request form should have the type of donation requested. If for a pool pass, is this for an individual day pass, a family day pass, or a monthly pass, etc. If a specific amount is requested, that amount needs to be specified such as \$100.00 for a table at the Rose Advocates dinner or \$600.00 for Boys & Girls Day at the State conference.

A ***Bold*** note on the request form should state that failure to appear before the Council would mean automatic denial of the request. A ***Bold*** note on the request form should also state that the Council will not make any decision that evening but that the request decision will be put on the next council agenda for consideration. While staff could remind the person requesting a donation that a representative needs to be at the Council meeting, the request form should make that clear to the requesting party.

Council should also consider who is making the request. Is this a private individual from the local area or someone from out of town? Is this a civic organization or school? If a school or organization is from out of town, is their local city or council assisting and in what way or amount. ***There should be a place on the request form asking*** "Are you a resident of the city of Payette and is the request for a resident of Payette?" If the answer is no, an explanation of how this will help or benefit Payette should be included.

There are a few organizations that request things annually. A quick note to each of them explaining the new procedures would solve many of the potential timing issues and offer an opportunity for the City to reach out to the community.



City of Payette

Swimming Pool Affidavit For Sewer Credit

OFFICE USE ONLY

Date Received _____

Inspected by _____

Pool Credit Given? Y / N

Amount _____

Read before competing form: INCOMPLETE, ILLEGIBLE, INCORRECT and OBSOLETE forms cannot be used to process a request. Occasionally we may require more documentation, information or pool inspection to validate eligibility. Please submit your request within 3 days prior to filling your pool. Only account sewer fees where the pool is physically located are considered. The City of Payette will not credit any fees of water, flat rate, sprinkler, unmetered or hydrant accounts, use of neighboring utilities, wells, when on septic tank, if a pool leaks or if any amount of water enters the sewer system.

Leaks or Repairs: WE CANNOT CREDIT WHILE A POOL IS LEAKING OR TO KEEP ONE TOPPED OFF EVERY MONTH, REGARDLESS OF REASON. Once the repair is made you must verify pool no longer leaks before submitting request. The following documentation must accompany your form. A description of repair or replacement made, the date leak is first noticed and date pool is verified 100% free of leaks, plus a copy of your dated receipt; all are required. We cannot use an unpaid work order or repair request as proof of repair, no exceptions. Only ONE (1) Fill Request per calendar year. **IMPORTANT: a request requires completion of all questions and information before or request will not be processed.** Incorrect data, missing documentation or data (blank line), will result in rejection of form.

First Name _____ Last Name _____

Address where the Pool is located _____

Account Number _____ Pool Volume in Gallons _____

Is this Pool In-Ground or Above-Ground _____

Pool size in Feet (If pool shape is round, give 2 dimensions, the diameter & Depth) _____ (If pool is rectangle or other shape, give 3 dimensions, the Length & Width & Depth) _____

Meter Reading Prior to Pool Fill _____ Date _____

Meter Reading After Pool Fill _____ Date _____

What is the approximate age of pool, or year this pool was originally installed _____

Best phone number to reach you between 8:00am & Noon _____

Please check one of the following:

_____ Affidavit for homeowner's one time sewer credit for refilling of a swimming pool

_____ Affidavit for homeowner's one time sewer credit for initial filling of a swimming pool

_____ Affidavit for homeowner's sewer credit for refilling a swimming pool after repairs

I certify that the above information is true and correct.

Applicant's Signature

Date

	Average Water Charges for 5,000 gallons	Average Charges + 3,000 gallon pool	Pool credit for sewer 50% of 3,000 gallons	Average Charges + 5,000 gallon pool	Pool credit for sewer 50% of 5,000 gallons
Water	\$18.40	\$13.68	\$13.68	\$30.20	\$30.20
Sewer	\$29.95	\$24.65	\$20.68	\$43.20	\$23.33
Total	\$48.35	\$38.33	\$34.36	\$73.40	\$53.53
			(\$3.97 credit)		(\$6.63 credit)

quality are preserved and environmental hazards, nuisances and unsightly areas are not created by the operation.

- E. Such operations that involve the landfilling of solid waste shall be required to install a composite liner system and a leachate collection system. (Ord. 1204, 2002)

17.64.220: RAILROAD BOXCARS/MOTOR VEHICLE CARGO CONTAINERS:

Railroad boxcars, motor vehicle cargo containers, old unoccupied mobile or manufactured homes or other containers normally used for the shipment of freight, cargo or other items, by rail, ship or motor vehicular transportation, wherein the applicant desires to cause the same to be located upon property within the city for storage or other purposes **are specifically prohibited from being located within any district within the city or the area of city impact** except if utilized on a short term basis not to exceed three (3) months for construction purposes. Placement of a storage container may be authorized by a conditional use permit. (Ord. 1204, 2002)

17.64.230: TOWNHOUSE DEVELOPMENT REGULATIONS:

A "townhouse" as defined by section 17.08.010 of this title, shall be subject to the following restrictions:

- A. Minimum lot size shall be three thousand five hundred (3,500) square feet per living unit.
- B. Minimum lot width shall be thirty five feet (35') per living unit.
- C. Minimum intersecting street setbacks shall be twenty five feet (25') from the property line.
- D. Minimum front yard setback shall be twenty five feet (25') from the front property line.



City of Payette

Leak Repair Refund Policy

OFFICE USE ONLY

Date Received _____

Received by _____

Date faxed _____

Faxed by _____

Utility Billing –

It is unlawful for any water user to waste water or allow water to be wasted by leaky water stops, valves, joints or pipes that are not under the jurisdiction of the city, or to permit the malicious or willful consumption of water from the municipal water system.

City Ordinance 13.08.030 Water Conservation

The City of Payette Public Works Department has developed the following internal policy:

Policy

Customers who have made repairs within a reasonable time period shall be reimbursed for excessive charges accumulated due to a leak according to the following:

- Customer will be informed of the policy of reimbursement by the Utility Billing Department with either a phone conversation or letter informing them of the possibility of a leak. Phone conversation will be documented in the Customer Notes in Black Mountain Software.
- Customers who request reimbursement to their account due to excessive charges will be reimbursed on their bill as follows:
 - Repairs made within 30 days of notice will receive 100% back to the user fee.
 - Repairs made within 60 days of notice will receive 50% back to the user fee.
 - Repairs made after 60 days will not be eligible for a credit.
- The assessment of water rates credits will be determined only after a full month's billing subsequent to the repair being completed.
- Credit assessment will be based on the previous year's month of water usage prior to the leak unless the data is unavailable, then discretion will be used for a maximum of one month adjustment.

Procedures

- Leaks are reported to the Utility Billing Department by the customer or after being revealed through monthly meter reading by the Water Department or through the monthly perusal of account activity for billing purposes by the Utility Billing Clerk.
- If there is evidence of a leak, a leak test will be performed for verification.

- If the customer did not initiate this notification of a leak, a phone call will be made or a letter is sent to:
 - Notify the customer of the leak
 - Inform the customer of the violation of City Code
 - Request a prompt repair of the leak
 - Phone conversations and/or letter will be documented in the notes section on the account
- Leak letters or phone call notes and potential sewer rate adjustments are put into a tickler system for follow-up and additional letters/call, or citations when deemed necessary.
- The customer is responsible to notify the Utility Billing Department once the leak has been repaired, and then another leak test is performed for verification.

Refund Policy

A detailed note about the leak shall be recorded in the "notes" tab and again once the leak is repaired. Detailed notes shall be made in the "customer" tab at each step of this process recording conversations with the customer. Once the repair is complete a note will be made in the "customer" tab of the amount of adjustment due to leak repair.

Policy Approval

Mayor

Date

**MINUTES
PAYETTE CITY COUNCIL
Public Hearing & Regular Meeting
January 20, 2015**

6:30 PM – Public Hearing

ROLL CALL

Members Present: Mayor Jeff Williams, Mark Heleker, Nancy Dale, Ray Wickersham, Craig Jensen, Jeff Sands and Lee Nelson
Members Absent: None.
Staff Present: Mary Cordova, City Administrator; Doug Argo, City Engineer and Bobbie Black, Deputy City Clerk

Council President Mark Heleker served as moderator of public hearing. Mayor Williams stated he has a conflict of interest. Heleker asked if any ex-parte communications have taken place with Council members on this subject, due to this being a quasi-judicial hearing. Has anyone had discussion outside council chambers and if so what conversations have occurred? Councilor Dale disclosed that she has visited with owners of the second hand store, Alan Massey, just general research on the subject. No one else.

- A. An application by Shawn & Mindy Rudkin for a Variance to off street parking requirements and residential use before completion of the off street parking requirements. 240 No Main St, Lots 8, 9 and 10 in Blk 7 of Payette, Gorrie (Old Courthouse). The property is zoned C-1 Commercial Downtown.

Mindy Rudkin, PO Box 154, Parma addressed the Council. She stated that she had spoke with Betty from D & B furniture regarding her concerns with parking in front of her store. Site plan shows parking would be in front of the empty lot for her tenants, and she tried to address her concern. Ms. Rudkin will educate her tenants on where to park. There is a street lamp in front of the proposed parking lot, so parking will be moved to the south side, then they wouldn't have to move light and that would free up parking concerns. It will be one way entrance from alley and exit onto Main Street. Council President Heleker stated it looked like 15 proposed parking lots, Ms. Rudkin thinks it is only 14 with the handicap. They are planning on doing the project in two phases; the first phase will be completed May 31, of this year. They will not start phase II until the parking lot is paved. Councilor Jensen asks in regards to vacant parking lot, how many are in the vacant lot now, 4-5 she stated. There are three parking spaces directly in front of building. Ms. Rudkin was asked if she will have tenants living there before being graveled, she stated it will be pushing it. In the main courthouse building there will be two, one bedroom apartments. That is what the Masons had worked out with the original owner. Their vision was to have business and use those spaces for parking. She was asked how many parking spaces are around the corner and she stated three spots that come up to the mailbox and past that where it slopes, people also park there. Bail bonds business does park in front of building. It is parallel parking now. Councilor Sands stated it is wide enough for vertical. Ms. Rudkin stated most people park across the street when she is there. They are closing next week, and the appraisal should be completed today. Councilor Sands asked if the vacant lot goes with courthouse, Rudkin replied yes. She was asked how many apartments altogether and she stated four on upper level, four on main level and three in the back. First phase there will be five units and second phase six. All one bedroom apartments. The 11 does include the one existing businesses. She doesn't know what relationship they have with current owner. Doug Argo stated with one way routing it can work. They lose at least four parking spaces on the street. Councilor Sands asked if the parking lot is solely for the apartments, Ms. Rudkin stated yes. Councilor Nelson stated with angle parking by the barber shop, it is tighter, but he doesn't see it any more dangerous than this one. Mr. Argo stated straight parking makes a difference on site. Ms.

Rudkin stated Phase II is flipped flopped from what you have now. Mindy Rudkin asked Doug Argo about parallel parking on 3rd Avenue North, it doesn't seem like there are actually parking spots there. He stated yes there was. Councilor Dale asked if Phase II goes back to P & Z, Ms. Rudkin stated she wanted to accommodate the second hand store. Councilor Dale stated she is uncomfortable about approving without knowing what Phase II is and the overall development. Councilor Sands stated the courthouse was used before and we got through it, cars park on Main Street right now for people that live in apartment's downtown. Councilor Dale stated there is no place else to park except vacant lot. Sands stated when Joe's Club was operating; everyone parked in the WICAP parking lot. Ms. Cordova stated that tonight you are making a decision on the recommendation from P & Z. The proposal that was given is not an approved parking plan. All these items in yellow will be variances to what is proposed. The City offered several proposals to P & Z and they chose to go with Option #1. The Rudkin's would come back with Phase II and ask for all the variances at a later date. They are trying to close and that is why we offered several options. The parking plan has not been approved, gravel only, and access through the alley only. This is a concept plan at this point. This is to help them and get rental income coming in. Doug Argo stated there is substantial shortfall to parking requirements. Councilor Sands asked Ms. Rudkin if she is okay with being approved for this now and Phase II in the future, she stated, yes I am hopeful. Dave Jennings, 2274 NE 16th Street, Fruitland, addressed the Council. He is the secretary of Washoe Lodge of the Masons. They are the property owners to the south. He wants to go on record that they are in support of the Rudkins proposal.

Public Hearing closed at 7:04

7:04 PM – Regular Meeting

A regular meeting of the Payette City Council was called to order at 7:04 PM by Mayor Jeff Williams in the City Council Chambers of Payette City Hall, 700 Center Avenue.

ROLL CALL

Members Present: Mayor Jeff Williams, Mark Heleker, Nancy Dale, Ray Wickersham, Craig Jensen, Jeff Sands and Lee Nelson

Members Absent: None.

Staff Present: Mary Cordova, City Administrator; Doug Argo, City Engineer, and Bobbie Black, Deputy City Clerk

PLEDGE

The Pledge of Allegiance was led by Doug Argo.

CITIZENS COMMENTS

Councilor Wickersham stated there will be a meeting on February 4th for discussion on the boys & girls club at the Hideaway Grill from 6-7:30pm.

Mayor Williams reminded council members to please ask to be recognized by chair and not have multiple conversations going on while others are speaking.

APPROVAL OF MINUTES

A motion was made by Heleker and seconded by Jensen to approve the work session & regular meeting minutes of 01-05-2015 as written.

After a unanimous voice vote by the Council, the motion
CARRIED.

APPROVAL OF BILLS & PAYROLL

A motion was made by Nelson and seconded by Heleker to approve the City Bills & Payroll in the amount of \$267,657.21.

At the roll call:

Ayes: Wickersham, Jensen, Dale, Nelson, Heleker, Sands.

Nays:

The motion CARRIED.

SPECIAL ORDERS

None

COMMUNICATIONS

- A. Thank You – Eilene Sweeney – Street Department – Mayor loves to hear this from our citizens; kudos to our guys.
- B. Dodge Ball Tournament – March 7th – Heleker informed that it will be held at the dome, but is not a HS activity. Lion's breakfast will be that same morning. Black informed the Council that the funds raised at the dodge ball tournament will go to the reader board fund.

PLANNING & ZONING

None

AGENDA ITEMS

- A. Agenda Request - AmeriCorps VISTA Introduction
Crystal Yokom from AmeriCorps VISTA addressed the Council. She handed out a one page summary. She wants to let the Council know they are here and what they are doing. She is a volunteer paid stipend position. Payette County local foods campaign is her project. Ms. Yokom stated she has copy of the cultivate Idaho annual report if interested. She encourages growers to keep what they grow local and consumers to purchase local. Her final project will be a farm crawl; you start a meal at one place and continue to other places where product is grown.
Samantha Breech also addressed the Council. She handed a one page summary to Council. There was a breakout work shop to join the three cities in the county. She would like to develop a county wide youth council and focus on food security issues. She asked if anyone from the Payette Mayor's Youth Advisory Council could be a part of that. The one that works with the City would be glad to be a part of it Councilor Heleker stated. Councilor Jensen asked about the farmers market, and Ms. Yokom gave a brief rundown of state laws and regulations. Smaller producers would like to sell locally. Ms. Breech asked if the Council would like progress reports, and Mayor Williams stated quarterly would be nice.
- B. Donation Request - Friends of the Pool
Jim Franklin, 10301 Payette Heights, addressed the Council. He stated the Friends of the Pool have had successful projects sponsoring children to swim. He is asking for a one month individual pool pass to be used for someone outside the group as a reward.

A motion was made by Heleker and seconded by Dale to approve donation request for Friends of the Pool for a one month individual pass to pool for \$50.00.

After a unanimous voice vote by the Council, the motion CARRIED.

C. Donation Request – Treasure Valley CC Baseball

It was noted that no one was here to speak. Ms. Cordova stated she believes we have given a discount rate from \$2.75 to \$2.25 in the past. Councilor Heleker declared a conflict of interest, as he coaches at TVCC. Pool would keep track of who students were.

A motion was made by Nelson and seconded by Wickersham to approve donation request for Treasure Valley CC Baseball for reduction in pool pass from \$2.75 to \$2.25 and not to exceed \$100.00.

Councilor Dale stated she has an issue spending Payette resident's money and no one was here to speak on it. Councilor Nelson asked if there any local kids on the team.

After a voice vote by the Council, the motion CARRIED, with Dale opposed and Heleker abstaining.

D. Variance - Shawn & Mindy Rudkin

A motion was made by Nelson and seconded by Jensen to approve variance request for Shawn & Mindy Rudkin for Phase I to off street parking requirements and gravel off street parking provided for Phase I, with completion of Phase I no later than May 31, 2015 and allow the residents of the four apartment dwellings and one commercial unit to park in existing parking spaces on the street at 240 No Main Street.

After a unanimous voice vote by the Council, the motion CARRIED.

E. Utility Account Write-Offs

A motion was made by Heleker and seconded by Wickersham to approve utility account write-offs as presented in amount of \$1,096.60.

After a unanimous voice vote by the Council, the motion CARRIED.

F. Agenda Request – Payette Valley Gardeners Request for Sign

A motion was made by Heleker and seconded by Jensen to approve Payette Valley Gardeners request for sign in Central Park near the NE corner of the Library.

After a unanimous voice vote by the Council, the motion CARRIED.

DEPARTMENTAL REPORTS

A. Police Department – December 2014

- B. Fire Department – December 2014
- C. Treasurers Report – December 2014- Mayor Williams asked about BAB bond money.
- D. Parks & Rec Committee – January 7th – Councilor Jensen stated Jim Franklin is asking about pool update and pool maintenance and is getting someone to do an analysis. He did get the name to Ms. Cordova and it was stated we are in communication with them. We are waiting to hear back from Kathy Muir from the state on the bike pump park. The requested paperwork has been sent to her.
- E. Airport Commission – January 12th
- F. Forestry Commission – January 13th
- G. Library Commission – January 13th – Councilor Dale stated the library directors report was distributed for information. They are taking applications for the vacancy on the library commission. The new chair is Erica Bazil.
- H. Doug Argo – He stated that construction on boat ramp will start February 1st.

MAYORS COMMENTS

Mayor Williams stated that our public works committee had discussion about a onetime credit for swimming pool users.

Legislators and senators will be in Payette this Saturday, January 24th.

He stated that residential use in commercial zones have to get a CUP every time. Planning & Zoning had a public hearing to not have to do that. At their next meeting they will talk about non-conforming uses. Public Works also talked about water leak credit. The Mayor would also like some discussion on Kiwanis building at the 2nd meeting in February. Storage container units also need to be on a work session.

CITIZEN'S COMMENTS

Liz Amazon had the 2015 Historical Society Calendars for sale at \$12.00 each. They are available at the museum.

Councilor Heleker stated that on March 7th is the dodge ball tournament that starts at 10:00 and the Lions breakfast starts at 7:00. He thanked Councilor Jensen for helping with the senior projects.

ADJOURNMENT

A motion was made by Heleker and seconded by Jensen to adjourn the regular meeting at 8:03 PM.

After a unanimous voice vote by the Council, the motion CARRIED.

Signed this _____ day of _____, 2015.

Jeffrey T. Williams, Mayor

ATTEST:

Bobbie Black, Deputy City Clerk

CITY OF PAYETTE
FEBRUARY 2, 2015

CITY PAYROLL	1/23/2015	\$ 109,162.75
HARDIN SANITATION	1/20/2015	32,443.93
STATE OF IDAHO - IBOL	1/28/2015	10.00
ADVANCED CONTROL SYSTEMS	2/2/2015	629.00
ALL CREATURES ANIMAL HOSPITAL	2/2/2015	20.00
ALLIED BUSINESS SOLUTIONS	2/2/2015	746.93
AMERICAN CHILLER SERVICE	2/2/2015	619.00
D&B SUPPLY	2/2/2015	133.95
DART'S	2/2/2015	1,711.17
DCS TECHNOLOGIES	2/2/2015	322.90
FEDEX	2/2/2015	73.54
FERGUSON	2/2/2015	3,225.92
FISHER SCIENTIFIC	2/2/2015	1,161.16
GALL'S	2/2/2015	252.03
GRAFIX SHOPPE	2/2/2015	388.27
HOLLINGSWORTH	2/2/2015	90.75
IDAHO DEPT. OF LABOR	2/2/2015	2,185.58
IDAHO POWER	2/2/2015	4,703.39
IDAHO STATE FIRE MARSHAL	2/2/2015	15.00
IDAHO TRANSPORTATION DEPT.	2/2/2015	115.00
INDEPENDENT ENTERPRISE	2/2/2015	174.42
KENWORTH SALES	2/2/2015	218.32
L & B EQUIPMENT	2/2/2015	88.00
LES SCHWAB	2/2/2015	658.00
MASTER ROOTER	2/2/2015	355.00
ONTARIO BEARING	2/2/2015	62.82
ONTARIO TOOL AND RENTAL	2/2/2015	1,318.92
OREGON CORRECTIONS ENTERPRISES	2/2/2015	90.00
PAYETTE COLLISION CENTER	2/2/2015	500.00
PAYETTE COUNTY HISTORICAL SOCIETY	2/2/2015	10,000.00
PITNEY BOWES	2/2/2015	132.00
SNAP ON TOOLS	2/2/2015	294.00
STAPLES	2/2/2015	93.45
STATE INSURANCE FUND	2/2/2015	68,370.00
SUNRISE ENVIRONMENTAL	2/2/2015	174.81
SWIOS	2/2/2015	60.00
SYME ELECTRIC	2/2/2015	330.00
T.O. ENGINEERS	2/2/2015	2,212.50
TCS UNIFORM	2/2/2015	133.00
UNITED PARCEL SERVICE	2/2/2015	8.53
WESTERN STATES CHEMICAL	2/2/2015	158.32
WESTSIDE MARKET	2/2/2015	77.34
WIENHOFF DRUG TESTING	2/2/2015	125.00
ZEE	2/2/2015	177.75
		\$ 243,822.45

Jeffrey T. Williams
MAYOR



City of Payette
700 Center Avenue
Payette, Idaho 83661
208-642-6024

OFFICE OF THE MAYOR

January 27, 2015

Idaho Department of Parks and Recreation
Attn: Jill Murphey, Grants Specialist
5657 Warm Springs Ave
Boise, ID 83716

RE: Payette County; Rudy Park – Phase 2

Dear Ms. Murphey:

On behalf of the City of Payette, we submit this letter of support for Payette County's Recreational Road & Bridge Fund Grant Application to provide parking improvements and improved river access at the newly dedicated 'Rudy Park'.

The City of Payette and its citizens sincerely value our natural amenities like parks, open space, and rivers which fuel economic investment: They augment surrounding property values—contributing to higher tax revenues—encourage tourism, and attract employers drawn to the enhanced quality of life for our residents. The location of Rudy Park, directly adjacent to US HWY 95, is a highly visible and accessible recreational area in our community, and can be seen by over thirty-thousand vehicles per day traveling along the highway.

The concept of creating a park and river access at the Rudy Park site has been a part of the Payette River Greenway Trail Project since the early 1990's, (see attached Joint Resolution 178). Payette County, the City of Payette, Idaho Department of Parks & Recreation, Idaho Department of Fish and Game and the West Central Highlands Resource Conservation District worked together to leverage funding in an effort to construct the originally proposed trail which was planned to run from Centennial Park in Payette, to the Twin Bridges, which is now the site of Rudy Park.

This collaborative effort marked the first time that the Idaho Department of Parks & Recreation agreed to be the lead grantee for such a project after the Idaho Transportation Department declined to participate. Unfortunately, due to lack of funding, the original project was cut short of making it to the Rudy Park location.

Rudy Park is an important recreational area in our community, and we strongly support the County's efforts to preserve and enhance it. To see work progress on the original plans from decades ago is truly a remarkable feat. Thank you for your thoughtful consideration of funding this long awaited project!

Best regards,
CITY OF PAYETTE



Jeffrey T. Williams
MAYOR

JOINT RESOLUTION

178

A RESOLUTION OF THE CITY AND COUNTY OF PAYETTE, IDAHO, RECOGNIZING THE IMPORTANCE OF RECREATION AND THE PAYETTE RIVER AS A COMMUNITY ASSET AND RESOLVING TO PURSUE THE ESTABLISHMENT OF A GREENBELT FOR THE USE OF THE CITIZENS OF PAYETTE AND PAYETTE COUNTY.

WHEREAS, the Payette City Council and Payette County Board of Commissioners recognize the importance of recreation within our community and;

WHEREAS, the Payette City Council and Payette County Board of Commissioners recognize the importance of the Payette River, bordering our City and running through the County, as a community asset and;

WHEREAS, the Payette City Council and Payette County Board of Commissioners are encouraged by the citizen's desire for a Greenbelt along the Payette River;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PAYETTE AND THE PAYETTE COUNTY BOARD OF COMMISSIONERS THAT:

Section 1: A Greenbelt bordering the Payette River shall be pursued that will run from the north end of the Payette City limits to the New Plymouth bridge on Highway #52.

Section 2: The City of Payette and Payette County Board of Commissioners will pursue grants and donations to fund the construction of the Greenbelt.

Section 3: The City of Payette and Payette County Board of Commissioners will work with State and Federal Agencies to solicit their help in establishing and constructing the Greenbelt.

Section 4: This resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAYETTE, IDAHO, THIS 20 DAY OF JULY, 1992.

PASSED AND APPROVED BY THE PAYETTE COUNTY BOARD OF COMMISSIONERS THIS 20 DAY OF JULY, 1992.

APPROVED:

Loyal L. May
Mayor

ATTEST:

John P. Frank
City Clerk

APPROVED:

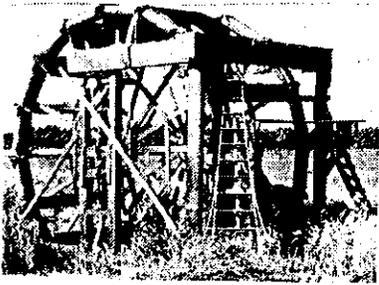
Arnold Howard
Chairman, County Commissioners

Raymond H. Hines
County Commissioner

Chris Matlock
County Commissioner

ATTEST:

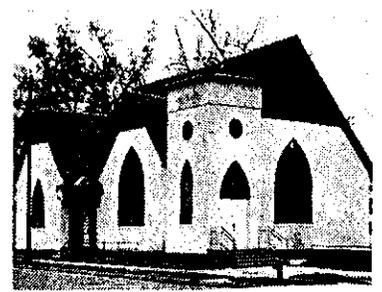
Laura Stigile
Laura Stigile, County Clerk



Water Wheel

Payette County Historical Society

*P.O. Box 696
Payette, Idaho 83661*



Museum

City of Payette
700 Center Ave.
Payette, ID 83661

Jan. 22, 2015

Dear Mayor Williams and Council Members,

The Payette County Historical Society/Museum requests the donation of \$10,000 that was placed in the 2014-15 budget.

The PCHS Board of Directors and membership is very grateful for your support, not only monetarily, but also with the help you have all given us. The assistance of city staff has been fabulous. Mary, Tiffany, Bobbie and members of the work crews, on occasion, have been more than kind.

We are extremely thankful for your continued support and interest in the work we doing at the Museum. We feel the work we are assisting with, on the Lower Payette Heritage By-Way Commission and the Historic Preservation Commission can benefit not only the City, but also the entire County.

Thank you again for you support,

Ann Curtis
Coordinator PC Museum

MINTUES
PAYETTE PLANNING & ZONING
Public Hearing & Regular Meeting
January 22, 2015

6:01 PM – Regular Meeting

ROLL CALL: Jim Franklin, Randy Choate, Gary Youngberg and Jody Henderson
Members Absent: Tom Ladley, Cassandra McElravy and Kevin Hanigan
Staff Present: Mary Cordova, City Coordinator; Tiffany Howell, P & Z Administrator

I. APPROVAL OF MINUTES

A. 12-15-2014 Regular Meeting Minutes

A motion was made by Youngberg and seconded by Franklin to approve the regular meeting minutes 12-15-2014.

After a unanimous voice vote by the Commission, the motion CARRIED.

II. COMMUNICATIONS

None heard.

III. PUBLIC HEARINGS

A. An application by Judy Kindall for a Conditional Use Permit to build a 40'x60' storage building at 390 3rd Avenue North, Blks 14 & 15, Tioga Addn. The property is zoned Industrial.

Levi King –

Mr. King stated that they had the lot surveyed and new pins put in. They want to build a pole building with cement flooring for the bee equipment. Mr. King stated that they currently have a building on the property that they are going to tear down. Commissioner Franklin asked if there are stipulations on the size would that be ok. Mr. King stated that would be ok. Commissioner Franklin asked what the maximum peak height would be. Mr. King stated that it would be a max of 24'. Commissioner asked if there will be an plumbing. Mr. King stated no.

Public Hearing Closed at 6:08pm.

V. OLD BUSINESS

None.

VI. NEW BUSINESS

A. Judy Kindall – CUP – 390 3rd Avenue North

A motion was made by Franklin and seconded by Henderson to approve the CUP for Judy Kindall at 390 3rd Avenue North with the following stipulations:

structure shall be used exclusively now and in the future, as a storage building; structure shall not exceed 2,400 square feet; structure shall not be used at any time for any residential purpose; structure shall not exceed 24' in height; structure must be in compliance with all applicable setbacks; lot line must be complete prior to issuing a building permit; and all federal, state or local rules or regulations must be met.

A motion was made by Franklin and seconded by Henderson to approve the regular meeting minutes 12-15-2014.

After a unanimous voice vote by the Commission, the motion CARRIED.

B. Nonconforming Use -

Cordova informed the Commission that our code allows nonconforming uses until the use no longer exists. Commissioner Franklin asked if this code is currently in place. Cordova replied yes, and this is very common among cities. Cordova stated that the Council has sent this to the Planning & Zoning Commission for their input and for any proposed changes. Cordova pointed out that on page 15, we cannot discontinue the use of a nonconforming use, but the owner is not allowed change it or expand the nonconforming use, it has to be exactly the same way. Commissioner Youngberg asked if a property owner could get a CUP or variance. Cordova stated no. Cordova continued that the owner of a nonconforming use is allowed to cosmetically improve the use, and on page 14, in the first section it says that if a nonconforming use is damaged by an act of god you cannot exceed 60% of the value of the construction, unless it conforms with the current zoning laws. Cordova stated that you can do "normal" wear and tear, for example painting a property, or replacing carpet. In front of you is a chart as to what other cities do. The council also wanted you opinion to see if there is anything else you wanted changed.

This item was postponed to the next meeting in order for the Commission to read through the ordinance.

VII. PUBLIC COMMENT

None heard.

VIII. ADJOURNMENT

A motion was made by Henderson and seconded by Franklin to adjourn the meeting at 6:33 p.m.

After a unanimous voice vote by the Commission, the motion CARRIED.

Recording Secretary
Tiffany Howell

**CITY OF PAYETTE, IDAHO
Resolution # 2015-01**

**A RESOLUTION DECLARING
SURPLUS PROPERTY**

WHEREAS, the City of Payette has a piece of property that have exceeded their useful life and no longer serve the needs of the City of Payette, and,

WHEREAS, it is the desire of the Mayor and City Council to declare the property as surplus.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Payette that

2007 Duraco Dura Patcher Model # 125DJT Serial # 14375

is no longer needed for municipal purposes and is hereby considered surplus and to be sold to Payette County in the amount of \$35,000.

The City Administration is hereby authorized to dispose of the surplus property in an expeditious manner.

PASSED, APPROVED and ADOPTED this 2nd day of February, 2015.

Jeffrey T. Williams, Mayor

Attest:

City Clerk

Agreement to Transfer Personal Property

This Agreement to Transfer Personal Property is made pursuant to sections 67-2322 to 67-2324 of the Idaho Code, and entered on this ____ day of _____ 2015, between the City of Payette, Idaho, by and through its City Council (hereinafter "City"), and Payette County, by and through its Board of Commissioners (hereinafter "County"), both parties being bodies politic and corporate of the State of Idaho.

WITNESSETH

1. Whereas, under Resolution Number 2015-01, on the 2nd day of February, 2015, the City Council of the City found that the personal property described below was no longer useful to the City within the meaning of section 67-2322 of the Idaho Code;

2. Whereas, section 67-2322 to 67-2324 of the Idaho Code, authorizes local units of government to transfer personal property to another such unit of government or to the United States, state of Idaho with or without consideration. That section 67-2323 to 67-2324 of the Idaho Code requires that prior to such transfer, a written agreement shall be made between units of government or districts for the transfer of personal property from one to the other with or without consideration.

3. Whereas, both City and County desire to enter into such an agreement.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. General Provisions

A. City agrees to transfer to County the following personal property without consideration the following-described equipment:

<u>Year</u>	<u>Make</u>	<u>Description</u>	<u>Model #</u>	<u>Serial #</u>
2007	Duraco	Durapatcher	125DJT	14375

B. County agrees to accept the transfer of the above described personal property without consideration.

C. City and County agree that the personal Property is transferred "AS IS" and City does not in any way, expressly or impliedly, give any warranties. **CITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR USE.**

D. County shall pay all transfer fees incident to this sale, and shall reimburse the CITY, if the CITY pays them.

E. CITY shall publish notice of this Agreement pursuant to the requirements set forth section 67-

2323 to 67-2324 of the Idaho Code. Section 67-2323 to 67-2324 provides that Notice of the general terms of the agreement shall be published for two (2) consecutive days in a newspaper printed of general circulation in the county or counties in which such respective units are located and having general circulation within such city or county. It also requires that the Notice shall give the time and place of the next regular or special meeting of each respective unit at which time the governing board of such units propose to ratify such an agreement. City shall provide a copy of the affidavit of publication to County or other evidence that provides proof of publication within Seven (7) days from the last date of publication.

F. Each party to this Agreement shall provide to the other, minutes or other documents evidencing that each party's governing board has ratified this Agreement. Each party shall provide such documents within Fourteen (14) days from the date of the meeting where the board ratified this Agreement.

B. Employment of Relatives

Relatives of any employee shall not be appointed to, hired in, transferred to, promoted to or demoted to a department or division where the employee works. For purposes of this policy, relative shall mean spouse, child, parent, brother, sister, grandparent, grandchild, niece, nephew, aunt or uncle of the employee. If employees working in the same department or division become married to each other, every effort shall be made to transfer one or the other to another department or division. No person shall become employed in a department or division of a department where a related employee serves in a supervisory capacity over the other related employee.

B. Definition of an Employee

Excluding elected officials, any person in the employ of a department of the City of Payette who is paid through the City's payroll system, regardless of the source of funding covering the employee's wages is an employee.

C. Types of Employees

All City employees shall fall into one of the following classifications:

Employee The FLSA is the legislation guiding the definition of employee categories. All employees are classified in one or more of the following groups:

Full-time Employee. An employee who is regularly scheduled to work 40 or more hours per week, has completed an introductory period, and is in a position established to exist for a period of more than one year.

Part-time Employee. An employee who is regularly scheduled to work less than 40 hours per week, has completed an introductory period and is in a position established to exist for a period of more than one year. Only those part-time employees who work 35-39 hours per week are eligible to receive leave benefits. Leave benefits are earned on a basis proportional to the number of hours worked.

Temporary / Seasonal Employee. An employee who works in a position of seasonal, intermittent, sporadic or short-term employment; A temporary employment assignment is limited in duration to continuous employment of less than one year, may be either full-time or part-time work, and may include some of the following job assignments:

Seasonal maintenance or construction work in parks and other City facilities;

Recreational program staff;

Paid-Call Fire Personnel;

Student interns and special work program participants;

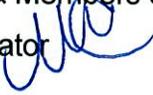
Employees hired for on-call purposes whose work schedules are irregular and sporadic;

Employees hired to complete a special project, to fill in during employee



CITY OF PAYETTE, IDAHO

AGENDA STATEMENT

To: Honorable Mayor Williams & Members of the Payette City Council
From: Mary Cordova, City Coordinator 
Date: 1/27/2015
Re: Intergovernmental Agreement for Grounds Equipment and Maintenance (GEM) Services

BACKGROUND & JUSTIFICATION:

Public agencies in our region all recognize that we face shrinking budgets against the rising cost of specialized equipment and materials. As a result, members of the PAWG Transportation Task Force (Payette, Adams, Washington & Gem Counties), have come together to share our resources and save each organization valuable tax dollars.

The GEM agreement allows the sharing of equipment and services with other public agencies. The City of Payette has participated and benefited from this intergovernmental agreement known as GEM since 2009.

The new extended term of the GEM Agreement begins June 15, 2015 and ends in June of 2020. Section 4 of this agreement allows for 5 year extensions among the parties by the Administrator of each jurisdiction.

FISCAL IMPACT:

No Fiscal Impact to Approving this Agreement.

RECOMMENDATION:

Staff Recommends that the City Council Approve this item.

Motion: I move to approve the Intergovernmental Agreement for Grounds Equipment and Maintenance Services and Authorize the Mayor to Execute the Agreement.

**ADDENDUM 1 – AGREEMENT TO EXTEND
The
PAW Transportation Task Force
Grounds Equipment Maintenance (GEM) Program
Intergovernmental Agreement
For
Equipment and Services**

The original GEM Agreement was initiated in 2009 and is set to expire on June 15, 2015 by the undersigned parties.

WHEREAS, the parties hereto are charged with the responsibility of constructing and maintaining their facilities, streets, roads, and highways and maintaining staff, equipment and materials to perform the necessary work, and;

WHEREAS, it is believed that each of the undersigned public agencies and/or entities to this Agreement will benefit through greater efficiencies and economies of scale in the sharing of equipment and labor for services, roadway construction, roadway maintenance and facilities support, and;

WHEREAS, it is intended that general purpose governmental jurisdictions and public service providers may in the future join In this Agreement by executing a signature page that incorporates the terms of this Agreement by reference, and;

WHEREAS, the parties may from time to time need additional labor, equipment, or materials or have labor, equipment and materials available in certain locations which could be used by the other party to this Agreement, and;

WHEREAS, the GEM agreement has proven to be an helpful tool to assist local agencies in meeting their respective responsibilities, and;

WHEREAS, the GEM agreement included provisions for extending the agreement in 5-year increments by mutual written agreement of each of the parties;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, and the original agreement which is attached and incorporated and made part hereof,

NOW THEREFORE,

THE PARTIES AGREE AS FOLLOWS:

The term of the GEM Agreement shall be extended from June 15, 2015 to June 15, 2020. This extension has been authorized by the legislative body of the respective governmental entities.

IN WITNESS THEREOF, the parties hereto have executed this extension agreement as of the day and year first above written.

Chairman of the Board, Payette County

Chairman of the Board, Washington County

Chairman of the Board, Gem County

Mayor, City of Council

Mayor, City of Weiser

Mayor, City of Payette

Mayor, City of Fruitland

Mayor, City of New Plymouth

Mayor, City of Emmett

Chair, Payette Highway District No. 1

Chair, Weiser Valley Highway District

Chairman of the Board, Washington County

Chairman of the Board, Payette County

Mayor, City of Midvale

Mayor, City of Cambridge

PAW Transportation Task Force
Grounds Equipment Maintenance (GEM) Program
Intergovernmental Agreement
For
Equipment and Services

This Agreement, made and entered into this day of , ~~2009~~2015 by and between the undersigned parties.

WHEREAS, the parties hereto are charged with the responsibility of constructing and maintaining their facilities, streets, roads, and highways and maintaining staff, equipment and materials to perform the necessary work, and;

WHEREAS, it is believed that each of the undersigned public agencies and/or entities to this Agreement will benefit through greater efficiencies and economies of scale in the sharing of equipment and labor for services, roadway construction, roadway maintenance and facilities support, and;

WHEREAS, it is intended that general purpose governmental jurisdictions and public service providers may in the future join In this Agreement by executing a signature page that incorporates the terms of this Agreement by reference, and;

WHEREAS, the parties may from time to time need additional labor, equipment, or materials or have labor, equipment and materials available in certain locations which could be used by the other party to this Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof,

NOW THEREFORE,

THE PARTIES AGREE AS FOLLOWS:

I. PURPOSES

It is the purpose of the Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate by furnishing each other labor, equipment and materials, roadway construction, maintenance activities, and facilities support when available. This will be done with the understanding that the work of the owner of the requested resources takes first priority. The party supplying the services or the vehicles, machinery, and equipment shall be designated as the "Provider" herein. The party receiving the services or assuming the use of vehicles, machinery or equipment shall be designated the "User" herein.

II. PARTICIPATION

Payette County, Washington County, Gem County, Payette Highway District No. 1, City of New Plymouth, City of Fruitland, City of Payette, City of Weiser, City of Council, and City of Emmett, all of the State of Idaho, are the initial parties to this agreement. [Nothing herein shall be deemed to restrict the authority of any of the Parties to enter into separate Agreements governing the terms and conditions for providing equipment or services on terms different than specified herein.](#)

III. TERM OF AGREEMENT

The term of this Agreement is for the period from _____, 2009 to _____, 2015. Such term may be extended in accordance with Section IV of this Agreement.

IV. EXTENSIONS

The term of this Agreement may be extended In five-year increments from the date that this Agreement was initially executed by mutual written agreement of each of the parties. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the Agreement. The administrator for each respective party is authorized to approve and execute such five-year extensions only with appropriate authorization from the legislative body of the respective governmental entities.

V. REQUEST FOR SERVICES

Each request for service shall be done verbally between the authorized Administrators for each respective party. Large projects with significant costs shall be requested In writing and shall specify the particular service required, the amounts and types of labor, equipment, and material required, the location of the work, the estimated cost of the work and other information pertinent to the request. Upon receipt of the request, the party which has been requested to supply the service shall indicate their acceptance or rejection of the request, provide an estimated cost of the work, have it signed by their authorized official, and return one copy to the requesting party. In cases of significant emergency or unforeseen circumstances necessitating prompt action the request and approval may be done verbally but must be documented in writing within 48 hours of the verbal request.

VI. CARE AND MAINTENANCE OF EQUIPMENT

The parties agree that any time a request is made for the use of equipment that the User shall be responsible for the proper care, maintenance and security of the equipment until the equipment is returned to the Provider. [The equipment is provided "as-is", with no representation or warranties as to its condition or fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs and inspecting the equipment prior to its use.](#) The User shall permit the equipment to be used only by trained and supervised operators. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged. The Provider may require, at its sole discretion, that only Provider's personnel operate certain equipment. In doing so, Provider shall be deemed an independent contractor and Provider's employees shall not be deemed employees of the User. The Provider's operator shall perform under the general direction and control of the User but shall retain full control of the manner and means of using

the equipment.

VII. RIGHT OF ENTRY

The parties to this Agreement hereby grant and convey to each other the right to enter upon all land in which the parties have an interest, within or adjacent to the right of way of a highway, road or street for the purpose of accomplishing all work or services requested as part of this Agreement.

VIII. ADMINISTRATORS

The respective parties to this Agreement shall select one Administrator per governmental entity. The Administrator will be specifically appointed by the governing body of the governmental entity/organization, and shall have full powers to act on behalf of his or her respective governmental entity/organization. The Administrator may, with consent of the governing body, appoint another person to act in his or her capacity as Administrator for purposes of this Agreement.

IX. HOLD HARMLESS AND INDEMNIFICATION

Each party to this Agreement agrees to indemnify and hold harmless the other from any and all liability for any injury, damage, or claim sustained by any person or property caused by the party or caused by the party's supervision of employees under this agreement.

A. Usage of Equipment. When using Provider equipment only, the User will protect, save and hold harmless and indemnify the Provider and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the Provider or its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement arising solely out of the User's use of the Provider's equipment. In such cases, the User further agrees to defend the Provider and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the Provider or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

B. Usage of Both Equipment and Labor. When the Provider provides both equipment and labor, the Provider will protect save and hold harmless and indemnify the User and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the User or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees arising out of or in connection with any acts or activities authorized by this Agreement arising out of the use of both the Provider's equipment and labor. In such cases, the Provider further agrees to defend the User and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the User or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

X. TERMINATION OF AGREEMENT

The right is reserved by the parties to this Agreement to terminate the agreement at any time by giving 30 days written notice to the other party or parties.

XI. DOCUMENT EXECUTION AND FILING

The parties to this Agreement agree that there shall be ten (10) signed originals of this Agreement procured and distributed for signature by the necessary officials of the respective parties to this Agreement. Upon execution, the executed originals of this Agreement shall be returned to Holladay Engineering Co., who shall file copies of this Agreement with the Clerks of Payette County, Washington County, and Gem County; and the Cities of Council, Weiser, Payette, Fruitland, New Plymouth, and Emmett, and with Payette Highway District No. 1. Upon receipt by the Clerks of the signed originals, each such signed original shall constitute an Agreement binding upon the respective parties.

Subsequent parties may also sign original signature pages to this Agreement that will incorporate by reference all of the terms of this Agreement. The executed originals of such signature pages shall be returned to Holladay Engineering Co., who shall file copies of such signature pages to this Agreement with the Clerks of Payette County, Washington County, and Gem County. Upon receipt by the Clerks of the signed original signature pages, each such signed original signature page shall constitute a complete and binding Agreement.

XII. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

XIII. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

XIV. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Chairman of the Board, Payette County

Chairman of the Board, Washington County

Chairman of the Board, Gem County

Mayor, City of Council



PAYETTE CITY COUNCIL Agenda Request Form

Policy: Any person, group or organization wishing to personally address the Payette City Council in session shall fill out a written request form and file it with the City Clerk's Office 10 days in advance of the scheduled meeting. Regular meetings are held at 7:00 P.M. the 1st and 3rd Monday of every month.

NAME: Dellabaugh's Flooring America - Sharry Kendall

TELEPHONE: 208-642-3065 (DAY) (EVENING)

ADDRESS: 797 So 12th Street Payette

NAME OF PERSON(S), GROUP OR ORGANIZATION: Dellabaugh's

SUBJECT MATTER TO BE DISCUSSED: Sign on 95 Revisit putting up

COULD THE SUBJECT BE DISCUSSED AND/OR REVIEWED BY MEETING WITH THE MAYOR, CITY DEPARTMENTS OR OTHER OFFICIALS? [] YES [X] NO

IF ANSWER TO ABOVE IS YES, PLEASE LIST THOSE WHO HAVE ALREADY REVIEWED SUBJECT. IF NO, WHY NOT?

Variance to erect sign

SPECIFIC QUESTIONS AND/OR ACTION DESIRED FROM THE CITY COUNCIL:

Variance to erect sign

The person(s), group or organization making the request to be on the agenda will be contacted by the City Clerk's Office, informing him/her of the scheduled meeting date and time. Every effort will be made to schedule the request at the earliest possible meeting date.

1/26/15 Sharry Kendall
Date Signature of person making request

1-28-15 Bbluel Assigned to Agenda: 2-2-15
Date City Clerk Date

GENERAL BUSINESS PRESENTATIONS LIMITED TO 5 MINUTES - OR THE DISCRETION OF THE MAYOR

If you plan a visual presentation, it must be submitted to the Clerk's Office no later than 5:00 p.m. on the Wednesday prior to the meeting. Acceptable presentation formats include PowerPoint presentations on CD only, DVD, VHS and 8.5 by 11 inch maps or printed materials for display on screen. All copies submitted become public record and must remain on file with the City Clerk. For more information contact 208-642-6024.

Dillabaugh's FlooringAmerica and Design

January 21, 2015

Payette City Council
700 Center Avenue
Payette, ID 83661

Dear Council Members,

This letter is to request a variance for the property located in front of 797 South 12th Street, on which the current Payette Chamber of Commerce reader board sits.

As a locally owned company that has been owned by the Dillabaugh family since September 2007, we take great pride in the city of Payette and our employees that are citizens of Payette.

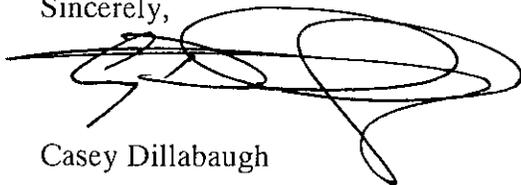
This variance is requested since we sit off of South Main Street and the continual report of not being able to find our building by our clients and prospective clients. We've previously requested this variance in front of the City Council and were informed that upon the city taking ownership of that land that our variance would be approved.

Our plan would be to have a sign company construct a low height reader board south of the current Payette Chamber of Commerce sign that in no way would impede upon the visual line of sight of the Payette Chamber sign. Dillabaugh's Flooring America would incur any and all costs associated with the construction and maintenance of the sign. Of course, we would pass any and all artist renderings through the Payette City Council if so desired.

I greatly appreciate your consideration of this matter as well as for your service to the citizens of Payette. If there are any further questions that I can help answer, please feel free to get a hold of me as you deem fit.

Thank you again for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Casey Dillabaugh', with a large, stylized flourish extending from the end of the signature.

Casey Dillabaugh

15.28.070: NONACCESSORY OR OFF PREMISES SIGNS:

- A. Definition: Nonaccessory or off premises signs are signs which are not related to the property upon which they are located, or to the activities being conducted thereon. Nonaccessory off premises signs include large general advertising signs known as billboards and signs advertising an off site business.
- B. New Signs: No new nonaccessory, off premises, general advertising signs of the billboard category are allowed. Existing billboards may be allowed to relocate if the new site is approved based upon the findings and criteria set forth in this section. Existing nonaccessory off premises signs of the billboard category may be replaced structure for structure.
- C. Equivalents: An existing, single faced sign, may be proposed at a new location as a double faced sign on a single sign structure. An existing double faced billboard sign cannot be relocated as two (2) single face signs. Applications for billboard sign relocation must reflect the size of the sign that is being replaced or relocated. V-shaped, double face billboard signs shall be considered a single sign structure as long as the angle between the sign faces does not exceed thirty five degrees (35°).
- D. Prohibited Signs: There shall be no permits issued for any new off premises signs or billboards for any property within the Payette city limits. Existing off premises signs or billboards shall be allowed to continue subject to the following set out limitations. Those signs or billboards may be moved within the city limits.
- E. Distance And Spacing Requirements:
1. No off premises sign may be moved to within one thousand feet (1,000') in any direction of another off premises sign.
 2. In addition to finding that a proposed off premises sign complies with all general requirements and spacing regulations as described in this chapter, the commission must make all of the following findings in permitting such a sign:
 - a. The location and placement of the sign will not endanger motorists or pedestrians and does not cause undue distraction to traffic on the adjacent street or impede views at street or railroad intersections.
 - b. The sign will not cover or blanket any prominent view of a structure or facade of historical or architectural significance.

8.08.020: DISPOSAL SYSTEM; USE REQUIRED WHEN:

- A. **Mandatory Use Of System:** Every owner or occupant of premises within the city limits must use the refuse collection and disposal system provided for in this chapter, and shall deposit or cause to be deposited in accordance with this chapter all rubbish and garbage that is of such nature that it is perishable or may decompose, or may be scattered by wind or otherwise, and which is accumulated on such premises. All actual producers of refuse, or the owners of premises upon which refuse is accumulated, shall use and be responsible for at least the minimum level of solid waste collection service and associated charges for residential or commercial service, whichever service may apply.
- B. **Self-Haul:** Nothing in this section shall prohibit the personal, limited and occasional hauling of solid waste, recyclable materials, or yard wastes by the producer of waste from the producer's property to an approved Payette County solid waste, recyclable materials, or yard waste collection site. Occasional haulers who haul the waste they generate are not exempt from the mandatory solid waste collection service and payment requirements and are responsible for any associated fees for such collection site services, as applicable. (Ord. 1301 § 1, 2008: prior code § 8-1-2)



City of Payette

Donation Request Form

Note: Requests must be received two (2) weeks prior to your event. We cannot fill requests without proper advance notification. One donation will be given per calendar year. A submitted request does not guarantee a donation.

Please initial that you have read the above statement _____

OFFICE USE ONLY

Date Received 1.28.15

Received by [Signature]

Call made by/time _____

Donation Awarded Y/N CC Date _____

Amount of Donation \$300.00

Amount left in line item \$2669.04 before

Organization Information

Name of Organization/Club PAYETTE HIGH SCHOOL BASEBALL

Organization's Address PHS

City PAYETTE State ID Phone 642-3327

Organization E-mail bratcher14@hotmail.com

Tax Exempt Number _____

Contact Person Information

Contact Name Tracy Bratcher

Contact E-mail bratcher14@hotmail.com

Contact Cell Number (208)739-0691 * Work/Home Number _____

Are you a Payette resident Y / N

Event Information

Event Name BASEBALL SEASON / SIGN IS UP FOR BOTH FOOTBALL & BASEBALL SEASONS

Event Date and Time _____

Projected Attendance _____ Cost per Person (if applicable) _____

Item To Be Used For (Door Prize, Silent Auction, Live Auction, Etc.) _____

Are you requesting a pool pass Y/ N If not, list your request _____

(Please Check One) Day Pass _____ Month Pass _____ Three Month Pass _____

How will this event promote Payette Shows excellent community support for high school athletics

Event Description 4 x 8 OUTFIELD SIGN



RECEIVED

OCT 06 2014

CITY OF PAYETTE

City of Payette Appointment Boards/Commissions Application

Name: Thomas Gerald Loveland
(First) (Middle) (Last)

Street: 402 River St. Payette, Id. 83661
(Street) (City) (Zip)

Are you a City Resident? Yes Home Phone: (208)642-4967

Occupation: Retired/teacher Work Phone: NA.

Employment: retired from Payette School District
(Name of Employer)

20 N. 12th St. Payette, Id. 83661
(Street) (City) (Zip)

Please list your qualifications for effective Board membership (Include all City Boards you serve on and any relevant experience/expertise in the area you wish to serve):

See attached

Reason for seeking appointment (Areas of interest, goals, etc.):

Parks & recreation board.
See attached

Are there any reasons you may have a conflict of interest if you were appointed to a Board of Commission which you listed? No If yes, please explain.

References (Non-family, these may be personal or professional):

Pat Townsend 2270 S.W. 1st Fruitland (208)452-4478
(Name) (Address) (Phone)

Pauline King 2455 1st Ave. S. Payette Bus. (208)642-9366
(Name) (Address) (Phone)

Signature: P. Gerald Loveland Date: 10/6/14

T. Gerald Loveland

Parks and Recreation Department Application cont.

Qualifications for effective Board membership: I am a former classroom teacher and coach. I've worked for the Twin Falls Recreation Department. I have been President of the Weiser Roping Club and President of the Weiser Valley Rodeo. I wrote and received a Federal Grant to rebuild the Weiser Rodeo Grounds and was successful in seeing that project through to completion.

Reason for seeking appointment: I'd like to work with the professional parks administration to research and develop the best possible uses for park land and recreation areas that will best serve all the citizens of the city of Payette. Now that I am retired, I will have the time and can be commitment to be a more actively involved citizen of our town. I believe it is my civic duty to share my knowledge and experience where it may best be of use to others.



City of Payette

Agenda Request Form

OFFICE USE ONLY

Date Received

RECEIVED

Received by

JAN 29 2015

CITY OF PAYETTE

Date faxed

Faxed by

First Name Sharehena Last Name Hahn

Current Address 721 S 12th St payette ID 83661

Home Number 208 936-0051 Cell Number 208 602-8192

Date of City Council meeting 2-2-15

Describe what you would like to address the Council on

I would like to ask for an Exemption for my sons dog. he is less than 20% pit and helps my child in more ways than one, taking him away would be devastatting to my son and family. he has never bit or scared anyone & he stays inside our house & out back with fenced yrd.

DATE 1-29-15

SIGNATURE Sharehena Hahn