



AGENDA
PAYETTE CITY COUNCIL
March 4, 2013
WORK SESSION & REGULAR MEETING

HONORABLE MAYOR JEFFREY T. WILLIAMS PRESIDING

GEORGIA HANIGAN	MARK HELEKER
LEE NELSON	IVAN MUSSELL
CRAIG JENSEN	JEFF SANDS

6:30 PM – Work Session

- A. Building Permit Penalty - Draft
- B. Review Minimum Airport Standards

7:00 PM – Regular Meeting

- I. ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. CITIZENS COMMENTS
- IV. APPROVAL OF MINUTES
 - A. 02-19-2013 Regular Meeting(Available at Meeting)
- V. APPROVAL OF BILLS & PAYROLL..... 1
- VI. SPECIAL ORDERS
 - A. Street Banner recognition
 - B. Girl Scout Proclamation..... 2
- VII. COMMUNICATIONS
 - A. Idaho State Historical Museum – Essential Idaho..... 3
 - B. Echelongroup – Meals on Wheels..... 4
 - C. Thank You – Payette Senior Citizen’s..... 5
- VIII. PLANNING & ZONING
- IX. OLD BUSINESS
 - A. EAA City Hangar Lease
- X. NEW BUSINESS
 - A. Judging of Pool Flag Promotion
 - B. New hangar lease – Dave Koeppen..... 6
 - C. New hangar lease – Darrell Sullivan..... 19
 - D. New Plymouth FD donation request..... 32
 - E. WWTP RAS VFD Project Approval..... 35
 - F. Parks & Rec Committee Appointment – Jim Franklin
- XI. DEPARTMENTAL REPORT
 - A. Parks & Rec Committee – February 27
 - B. Fire Department – February 2012..... 45

XII. MAYOR'S COMMENTS

XIII. 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.

CITY OF PAYETTE

MARCH 4, 2013

CITY PAYROLL - Admin	2/22/2013	ET	100,768.03
AMERICAN LEGION - Legis	2/20/2013	7781	1,500.00
HARDIN SANITATION - Admin	2/20/2013	7779	26,355.24
PHS - Legis	2/20/2013	7780	40.00
A-PLUS AWARDS - Fire & Police	3/4/2013	7783	72.00
ADVANCED CONTROL SYSTEMS - WWTP	3/4/2013	7784	1,052.00
CORDOVA, MARY - Pool & Airport	3/4/2013	7785	137.58
D&B SUPPLY - WWTP & Water	3/4/2013	7786	100.95
DART'S - All Dept.	3/4/2013	7787	943.69
DCS TECH - Admin, Water, WWTP & Library	3/4/2013	7788	1,310.00
FERGUSON - Water	3/4/2013	7789	50.00
FRUITLAND ELECTRIC - Street & Pool	3/4/2013	7790	350.10
HANIGAN CHEVROLET - Street	3/4/2013	7791	471.70
HD SUPPLY - Water	3/4/2013	7792	124.16
HERITAGE METAL WORKS - Shop	3/4/2013	7793	5.04
HIGH DESERT DRUG ENFORCEMENT - Police	3/4/2013	7794	600.00
HOLLINGSWORTH - Street	3/4/2013	7795	2.08
IDAHO POWER - Street	3/4/2013	7796	4,457.97
INDEPENDENT ENTERPRISE - Admin	3/4/2013	7797	202.92
INTERSTATE ALL BATTERY - Police	3/4/2013	7798	192.48
LINDSAY ECOWATER - Library	3/4/2013	7800	5.00
METROQUIP - Street	3/4/2013	7801	970.45
NORCO - Fire	3/4/2013	7802	152.80
ONTARIO BEARING - Street & WWTP	3/4/2013	7803	502.56
ONTARIO TOOL AND RENTAL - Park	3/4/2013	7804	38.00
PUBLIC SAFETY CENTER - Police	3/4/2013	7805	170.81
QT TECHNOLOGIES - Airport	3/4/2013	7806	995.00
RECREATION TODAY OF IDAHO - Park	3/4/2013	7807	1,493.31
RESPOND - Street	3/4/2013	7808	76.63
S&H - Street	3/4/2013	7809	15.28
SNAKE RIVER ECONOMIC ALLIANCE - Legis	3/4/2013	7810	7,500.00
SNAP ON TOOLS - Shop	3/4/2013	7811	119.92
STAPLES - Police & Admin	3/4/2013	7812	116.23
STATE INSURANCE FUND - All Dept.	3/4/2013	7813	63,604.00
SYME ELECTRIC - WWTP	3/4/2013	7814	361.25
TOOMBS JANITORIAL - Library	3/4/2013	7815	73.50
TREASURE VALLEY TRANSIT - Legis	3/4/2013	7816	7,500.00
UNITED PARCEL SERVICE - Police	3/4/2013	7817	26.89
WHITE CLOUD - Street	3/4/2013	7818	85.00
WIENHOFF DRUG TESTING - Fire & Pool	3/4/2013	7819	110.00
	3/4/2013		222,652.57

WHEREAS, March 12th, 2013 marks the 101st anniversary of Girl Scouts of the USA, founded by Juliette Gordon Low in 1912 in Savannah Georgia; and

WHEREAS, throughout its distinguished history, Girl Scouting has inspired millions of girls and women with courage, confidence, and character to make the world a better place; and,

WHEREAS, through the Girl Scout Leadership Experience girls develop the skills and lessons that will serve them throughout their lives so that they may contribute to their communities; and,

WHEREAS, Girl Scouting takes an active role in increasing girls; awareness of the opportunities in math, science, sports, technology and many fields of interest that can expand their horizons; and,

WHEREAS, current Girl Scout members nationwide will be celebrating this American tradition, and welcome girls from every background to join;

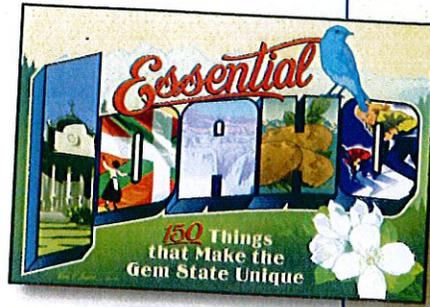
**NOW, THEREFORE, I, Jeff Williams, Mayor of City of Payette, Payette County, do hereby applaud the commitment Girl Scouting has made to support the leadership development of America's girls and proudly proclaim the week of
March 12, 2013, as**

GIRL SCOUTS WEEK

IN WITNESS WHEREOF, I have hereunto set my hand at the City of Payette, Payette County in Payette on this ___ day of ___ in the year of our Lord 2013.

**Jeff Williams
Mayor**

**Mary Cordova
City Clerk**



You are invited to the
opening reception for our new exhibit

**Essential Idaho:
150 Things
that Make the Gem State Unique**

Come and explore all things Idaho,
the people, places, and events that shaped our state.

Date:

Time:

March 4, 2013

5:00 – 9:00 pm

Idaho State Historical Museum

610 N. Julia Davis Drive, Boise, Id 83702

334-2120

Appetizers and no host bar.

Event
Sponsors





RECEIVED
FEB 20 2013
CITY OF PAYETTE

2600 Rose Hill Street, Suite 206
Boise, Idaho 83705

Toll free 888.631.9598
Phone 208.345.9944
Fax 208.345.9967
www.echelongroup.com

Creating financial strategies to ENHANCE YOUR LIFESTYLE

February 19, 2013

Meals on Wheels
137 North Main
Payette, ID 83661

To Whom It May Concern:

Attached is a contribution check in the amount of \$198.77 on behalf of our client City of Payette. As a participant in our Community Connection™ program, they chose your organization as the charity of their choice for 4th Quarter 2012.

If you have any questions or concerns, please don't hesitate to call 208-345-9944.

Thank you,

A handwritten signature in black ink, appearing to read 'Donald L. Reiman'.

Donald L. Reiman, CFP®
President/Founder
Echelon Group

Cc: City of Payette

Thank you



RECEIVED
FEB 27 2013
CITY OF PAYETTE

Just a little note of
Thank's from the
Payette senior citizen's
for a whole lot of your
Kindness..

*Thank for the
donator
Maura Kuhlman
October Cordoba*



PAYETTE MUNICIPAL AIRPORT GROUND LEASE AGREEMENT

Dave Koeppen

This Lease Agreement is made and signed this _____ day of _____, 2013 by and between the City of Payette, "Landlord" and Dave Koeppen ("Tenant").

1. **Background.** Landlord owns real estate at the Payette Municipal Airport which is described on the attached Exhibit A, and is also known as 2850 Airport Road #E-10, Payette, Idaho (the "Leased Premises").
2. **Grant of Leasehold.** Landlord hereby grants a leasehold interest to Tenant and Tenant hereby agrees to accept the grant of the leasehold interest and hereby agrees to pay rent and to perform the other obligations specified in this Lease.
3. **Lease Term and Holdover.** The term of this Lease shall be for the period from March 4, 2013 through April 30, 2038 (the "Lease Term"), with one option for an additional renewal of a thirty year term upon such terms and conditions as may be negotiated at the time of renewal. Any holding over after the term of this Lease, with the consent of the Landlord, shall be considered to be a tenancy from month to month. That tenancy shall be at the same rental amount as was required to be paid by Tenant for the period immediately prior to the expiration of the term of this Lease unless Landlord provided the Tenant with a 30 day notice of increase paragraph 4. c. applies. All other terms and conditions specified in this Lease shall apply.
4. **Rent.** The rent to be paid by the Tenant to the Landlord is described as follows:
 - a. \$0.10 annually per square foot of land within the Leased Premises, and it is agreed that there are 1,090 square feet of space within the Leased Premises.
 - b. Accordingly, the rent during the primary term of this Lease is \$109.00 annually, this shall be paid in one annual payment by January 1 each year. The rent shall be adjusted annually in accordance with paragraph 4c below.
 - c. Annual CPI Adjustments. The rent to be paid during the term of this Lease shall be adjusted annually as follows: on January 1 of each year the rent payable by Tenant for the new year shall be increased by adding an amount determined by the US Department of Labor, Bureau of Labor and Statistics Data, Consumer Price index, and shall be adjusted to reflect changes in that index.
 - d. The cash rent shall be due and payable without the necessity of any notice being given by the landlord to the Tenant, and if any payment of cash rent is late by more than 5 days the Tenant shall pay an additional \$25.00 late fee.
5. **Construction of Improvements.** Tenant shall cause to have erected and/or constructed to or on the Leased Premises the improvements described on the attached Exhibit B (the "Improvements"). The term "Improvements" also includes any structures, fixtures, additions, aprons, parking areas, taxiways/taxi lanes, landscape or any other building or site improvement located on the Leased Premises, including, without limitation, any alterations or improvements made pursuant to paragraph 13 below. Construction of the Improvements shall be commenced within six (6) calendar months of the date of this

Lease Agreement, and Tenant shall diligently and reasonably proceed with such construction to completion of the Improvements. Commencement of construction shall mean, at a minimum, all of the following: (a) approval by the City of Payette of detailed plans, (b) receipt of a Building Permit and any other required licenses, (c) execution of a contract with a qualified contractor for construction of the Improvements, and (d) actual physical commencement by the said qualified constructor of construction work on the Improvements. Tenant shall complete the Improvements within eighteen (18) calendar months of the date of this Lease Agreement, unless such time is extended in writing by the Landlord. Completion of the Improvements shall mean the substantial completion of the Improvements to the extent they are both ready for occupancy and the City of Payette has issued its certificate of occupancy. Improvements shall have an initial cost of construction of not less than the amount set forth in Exhibit B. The Improvements shall, at a minimum, comply with the requirements of the Payette Municipal Code, the Uniform Building Code, and any other state or federal requirements. The plans and specifications for the improvements shall be approved by the Airport Commission prior to submission for application for a building permit. Upon installation of the Improvements, Tenant shall not remove such Improvements, or any other structures, fixtures or additions to the Improvements or Leased Premises without the express written permission of Landlord prior to the end of the Lease Term. If Tenant fails to Commence or Complete the Improvements on the schedule set forth in this paragraph, or fails to comply with any other requirement set forth in this paragraph, Tenant shall be in default as defined in paragraph 26.a.3 below.

6. Surrender and Restoration of leased Premises, Right of First Refusal to Purchase Building and Structures, Conditions for the Granting of a New Lease Agreement, and Closure of Airport.

- a. **Surrender and Restoration of Leased Premises.** At the end of the term of this Lease, Tenant shall peacefully surrender the Leased Premises in a fully restored condition, including the removal of all Improvements, unless Landlord grants a new lease agreement under the conditions of paragraph 6.d herein. Restoration of the leased Premises shall also include fine grading to allow for the proper flow of drainage into the appropriate storm water inlet or other system. All components of those Improvements removed from the Leased Premises shall be completely removed from the site and disposed of off airport at the sole cost of Tenant. Complete removal of Improvements and restoration of the leased Premises shall be complete no later than 90 calendar days after the expiration date of this Lease Agreement.
- b. **Other Personal Property.** Any personal property left on the Leased Premises shall, at the option of the Landlord, become the exclusive property of Landlord, without liability for payment, if said personal property remains on the Leased Premises for any reason, thirty (30) days after termination of this Lease.
- c. **Right of First Refusal to Purchase Buildings and Structure Prior to the End of the Term of the Lease.** Tenant shall not sell the Improvements on the leased Premises prior to the end of the lease Term unless it receives a written offer specifying the price and detailing the terms of any such sale, including any owner financing. In the event Tenant receives a written offer to sell Improvements on the Leased Premises from third party, which Tenant desires to accept, prior to the end of the Lease Term, Tenant shall give notice to Landlord, pursuant to paragraph 32.f below, and such notice shall include a copy of the third party's written offer. Landlord shall have thirty (30) days after receipt of such notice to match the third party's written offer by advising Tenant in writing that it will do so. If Landlord does

match such offer, Landlord and Tenant shall close such transaction on the terms of the third party's offer, substituting only Landlord for the third party. If Landlord does not match the third party's written offer, Tenant may sell to the third party identified in the written offer, on the terms of such written offer, subject to all other requirements of this Lease including, but not limited to, paragraphs 4 and 25. If however, the sale to the identified third party does not close on the exact terms identified in the written offer, Tenant shall be obligated to re-offer said buildings and structures to Landlord on the changed terms. The failure of the Landlord to exercise its right of first refusal on one written offer shall not be deemed a waiver as to future offers if the written offer tendered to Landlord is not fully consummated by the third party identified in the written offer. In no event shall the Tenant or any purchaser remove the Improvements unless requested to do so by the Landlord.

d. **Conditions for the Granting of a New Lease Agreement.** This lease shall expire on the last day of the Lease Term as defined in paragraph 3 herein. In the event that Tenant desires to continue occupying the Leased Premises, Tenant may request that Landlord enter into a new Lease Agreement. Tenant shall be eligible for a new lease Agreement on the Leased Premises provided the following conditions are met by Tenant:

1. Good Repair. The Leased Premises and all Improvements are in a state of good repair, including, without limitation, exterior paint, walls, roofs, doors, and interior walls, ceilings, floors, doors, and any other items including those which are structural and/or aesthetic in nature. Landlord reserves the right in its sole discretion to determine what constitutes a state of "good repair".
2. Compliance with all other Provisions. Tenant shall be in compliance with all other provisions of this Lease. If a new lease is granted, the term of the new lease shall be at the sole discretion of Landlord, and in any case shall not be longer than the estimated useful life of the Improvements as determined by the Landlord in its sole discretion. The landlord will act in its discretion as a reasonable landlord.
3. Intent to continue Leasing. It is the intention of the Landlord to continue leasing the property.

e. **Closure of Airport**

In the event Lessee shall construct a structure upon the leased premises and the Lessor should during the term of the lease abandon the airport, the following rules shall apply. In the event the airport is closed for reasons beyond the power of the Lessor, such as an FAA closure or closure by reason of a court ordered mandate, the Lessee shall have 90 days in which to remove the hanger or the hanger shall become the property of the Lessor. In the event the airport is closed due to a decision by the Mayor and City Council, the Lessor shall pay to the Lessee the appraised value of the hanger at the time the Lessee loses possession.

7. **Use; Outside Storage.** The Leased Premises shall be used only for those activities authorized in the Payette Municipal Airport Minimum Standards for Commercial Activities, rules and regulations, or as otherwise specifically authorized by the Payette Airport Commission in writing and for no other purpose without Landlord's consent, which may be withheld for any reason. Tenant shall not engage in any hazardous activity. Tenant agrees to conduct its business on the Leased Premises so as to comply with all statutes, ordinances and other governmental regulations. Landlord has made no representations concerning the ability or right of Tenant to use the building under any statute, ordinance or other governmental regulation including the zoning and building

ordinances and regulations of the City of Payette. Tenant agrees to accept any building on the Leased Premises in its present condition, as is, except as otherwise noted herein and agrees to accept all risk with regard to its right to use the premises. Tenant shall not store materials or supplies outside any of the Improvements without first obtaining the written consent of Landlord. Tenant shall comply with all rules and regulations concerning environmental laws and hazardous waste and agrees to indemnify and hold Landlord harmless from all claims for liability, including attorney's fees, premised on Tenant's failure to comply with such laws, rules and regulations. All activities conducted on the Leased Premises, or any other activities conducted by Tenant on or about the Airport, shall conform to acceptable safety standards. Applicable FAA standards shall be used as a guideline.

8. **Real Estate Taxes.** Tenant agrees to pay all of the special assessments and the general ad valorem real estate taxes on the Leased Premises, if any, for the land and the Improvements and in addition, Tenant shall pay all personal property taxes during the term of this Lease. The duty of the Tenant to pay taxes includes any "possessory interest" taxes.

9. **Insurance on Building.** Tenant agrees to provide an insurance policy on the building at its full replacement cost, protecting against fire and other hazards including an extended coverage rider. Landlord shall not be obligated to provide any insurance coverage nor shall Landlord be liable for any of Tenant's personal property, contents or fixtures within the building. Tenant has been advised to seek their own insurance for such items.

10. **Liability Insurance.** Tenant shall keep in full force and effect, throughout the term of this Lease, at its sole expense, a liability insurance policy providing protection against claims for injuries, death or property damage occurring on the Leased Premises. All insurance premiums for the coverage shall be paid by Tenant. The limits of the liability shall not be less than the amount specified in the Payette Airport's Minimum Standards for Commercial Activities for the type of activity taking place on the Leased Premises.

11. **Additional Requirements Regarding Liability Insurance Policies.** As to all policies of insurance issued in compliance with paragraph 10 above: (a) Landlord shall be listed as an additional insured, (b) the policies shall require 30 days notification to the Landlord in the event of intended cancellation by the insurer, (c) if requested by Landlord, Tenant shall provide evidence of payment of premiums and (d) Tenant shall provide Landlord with a true copy of all such policies.

12. **Repair and Maintenance of Leased Premises.** Tenant has inspected and accepts the Leased Premises in its present condition and acknowledges that the Leased Premises, are in good condition. Tenant shall be responsible for all repairs on the Leased Premises, including the Improvements, if any. In the event Tenant shall fail to commence necessary repairs for which it is responsible, including any repairs to the Improvements or fails to diligently pursue the completion of such repairs, Landlord in addition to all other remedies available under this Lease (and without waiving any other remedies), may make such repairs, the cost of which shall become due and payable as additional rent ten (10) calendar days after notice of such to Tenant. Tenant shall not commit or suffer waste, impairment or deterioration of the Leased Premises or the Improvements thereon or any part thereof, reasonable wear and tear excepted.

Tenant shall keep the Leased Premises free of trash and debris, remove snow and ice from the Leased Premises, and otherwise comply with the requirements of any governmental authority.

13. **Signs.** Tenant shall not install signs on the Leased Premises or anywhere else on the Payette Municipal Airport, either free standing or attached to the building, without the written consent of Landlord. All signs for which consent is granted shall comply with Landlord's Code of Ordinances.

14. **Utilities.** Tenant shall be responsible for directly paying all charges for services to any Improvements on the Leased Premises including, but not limited to, water, sewer, electricity, natural gas, telephone and trash removal.

15. **Landlord Not Liable For Damage; Indemnification.** Tenant expressly waives and releases any right it might otherwise have to make any claim against Landlord by reason of damage to any of the property of Tenant or by reason of injury or damage to the person or property of its customers or employees even though such injury or damage occurs by reason of the condition of the building or any other part of the Leased Premises. Moreover, Tenant hereby waives any right it might otherwise have to recover from Landlord, by reason of damage to Tenant's property, or by reason of injury or damage to the persons or property of its customers or employees caused by any actions of the other Tenant or the employees, customers or independent agents of the other Tenant, regardless of whether such actions are intentional, negligent or otherwise. However, nothing in this paragraph 16 shall relieve Landlord from any damage caused by the conduct of Landlord or the conduct of persons acting under its direction. If any customer, employee or independent contractor of Tenant makes a claim against Landlord of the type referred to in this paragraph 16, Tenant shall be required to hold Landlord harmless from any such claim and shall indemnify Landlord from any liability which he incurs by reason of the claim; this duty of indemnity shall include the duty to defend any such claim and to pay the cost of such defense, but Landlord shall be consulted with regard to the conduct of the defense insofar as the choice of attorneys and other related matters.

16. **Inconvenience During Construction.** Tenant recognizes that from time to time during the term of this Lease, it may be necessary for Landlord to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Payette Municipal Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience or temporarily interrupt Tenant and its operation at the Payette Municipal Airport. Tenant agrees that no liability shall attach to Landlord, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption and in further consideration of the premises, Tenant waives any right to claim damages or other consideration.

17. **Damages to Leased Premises.** If the Leased Premises are damaged by fire or any other casualty, this Lease shall remain in effect and Tenant shall be obligated to replace any buildings or structures, using any insurance proceeds to fund such repairs or replacements.

18. **Bankruptcy.** If Tenant is adjudicated bankrupt, or if Tenant makes a general assignment for the benefit of its creditors, or if a receiver is appointed for Tenant's

business operated on the Leased Premises, then in any of these events, to the extent permitted by law, Landlord may declare this Lease terminated, but shall not be required to do so. In any case, to the extent permitted by law, neither the Lease nor any interest in the Leased Premises shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors.

19. **Condemnation.** In the event of condemnation, in whole, or in part, the Landlord shall be entitled to the portion of any award that is attributable to the real estate value and the Tenant shall be entitled to the portion of any award that is attributable to the Improvements constructed by the Tenant and the right to receive any governmental benefits available to a tenant by reason of the disruption of its business from condemnation including, but not limited to, any relocation benefits.

20. **Covenant of Quiet Enjoyment.** Landlord hereby represents that it has the full right and power to enter into this Lease and hereby covenants that Tenant shall have quiet possession of the Leased Premises throughout the term of this Lease so long as Tenant complies with its obligation hereunder.

21. **Subordination.** Landlord shall have the right to encumber the real estate portion of the (but exclusive of the Improvements) Leased Premises either before or after the commencement of the lease term. If Landlord desires to encumber the real estate portion of the Leased Premises, Tenant agrees to promptly execute and deliver any instrument reasonably required by Landlord, or a lender to Landlord, to evidence the subordination of this Lease. However, Tenant shall have the right to condition its delivery of any such instrument on the receipt from any lender requiring the subordination of a written confirmation, in a form suitable for recording, which provides that, notwithstanding any contrary provision of the mortgage or deed of trust in favor of the lender, lender and any person acquiring an interest in the Leased Premises through foreclosure of the mortgage or deed of trust, will not disturb the possession, use or enjoyment of the Leased Premises by Tenant, as long the Improvements will not be encumbered and all obligations of Tenant are fully performed in accordance with terms of this Lease.

22. **Estoppel Certificate.** At the request of either party, the other party shall certify in writing: (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; and, (b) acknowledging that there are not, to the party's knowledge, any uncured defaults on the part of the other hereunder, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Leased Premises or any prospective Tenant.

If any party fails or refuses to deliver any such written certificate within ten (10) days after receiving a written request to do so, then the failure shall constitute the equivalent of a representation by the party failing or refusing: (a) that this Lease is in full force and effect, without modification except as may be represented by Landlord; (b) that there are no uncured defaults in the other party's performance; and, (c) that not more than one (1) month's rent has been paid in advance.

23. **Landlord's Access.** Landlord reserves and retains for its officers and authorized representatives, the full and unrestricted right to enter the real estate portion of the Leased Premises at any time and the Improvements with 24 hours prior notice to

Tenant, except in the case of emergency, for the purpose of inspecting or protecting such premises and of doing any and all activities which Landlord may deem necessary for the proper general conduct and operation of the Payette Municipal Airport. In case of emergency, no notice shall be required. During the last six (6) months of the lease term, the Landlord may exhibit the Leased Premises to prospective tenants.

25. Restriction on Assignment and Sublease, Change in Ownership of Tenant Entity. Tenant shall have no right to assign its rights under this Lease without the written consent of Landlord and Landlord may withhold the consent for any reason; consent will not be unreasonably withheld. If Tenant is other than a natural person, prior to the commencement of this Lease, Tenant shall submit to Landlord a copy of its governing documents, including the names and addresses of its present principal owners and the percentage of such entity owned by each owner. During the term of this Lease, if one or more of such principal owners shall no longer be a principal owner of such entity, then this Lease shall terminate at the option of Landlord, unless written approval of such change in ownership is granted by Landlord. "Principal Owner" is defined as anyone who owns at least thirty percent (30%) of Tenant's entity. In the event of a proposed sale, the proposed buyer may request the Landlord to consider an extension of the Term of this Lease.

26. Defaults and Remedies.

- a. Tenant shall be in default of this Lease if at any time after commencement of the Lease term:
1. Tenant defaults in the payment of any installment of rent or payment of Utilities and does not cure that default within 15 days of mailed or served written notice;
 2. Tenant vacates or abandons the Leased Premises or ceases business activities for a period of sixty (60) consecutive days;
 3. Tenant defaults in the performance of any of its other obligations under this Lease including, but not limited to, the obligations regarding taxes, insurance and maintenance, and if any such other default is not corrected within sixty (60) days after Landlord has given Tenant written notice specifying the Default.

Upon any such default Landlord shall have the right to declare the term of this Lease ended, and to re-enter and take complete possession of the Improvements and Leased Premises, whereupon this Lease, and all of the rights of Tenant, shall terminate. If this Lease is so declared terminated, Landlord shall have the right to sue for and recover all rents and other sums due Landlord under the terms hereof at the time of termination, including damages resulting from any breach on the part of Tenant and if Landlord elects to remove the Improvements, the right to recover for the cost of removal of the Improvements and to restore the Leased Premises pursuant to paragraph 6 a above.

b. In addition to the rights specified in paragraph 26 a above, Landlord also has the right, without re-entering the Improvements and Leased Premises or terminating this Lease, to sue for and recover any and all rents and other sums, including damages, at any time and from time to time during the term of this Lease.

c. If Landlord proceeds under either subparagraph a. or c. above, Landlord shall have the right to remove Tenant's personal property from the Leased Premises and take it

to a public storage facility or other safe facility as an agent for Tenant. Tenant shall be responsible for paying the cost of any such storage, as well as the cost of transportation, and Tenant hereby waives any right it might otherwise have to make any claim against Landlord for damage to such personal property; for the interruption of Tenant's business by reason of the removal; for reimbursement for the cost of transportation and storage; or for any other damage or injury which Tenant may suffer by reason of Landlord's actions under this subparagraph.

d. If Tenant defaults with respect to any of its obligations under this Lease, other than the payment of rent, and if such default continues for thirty (30) days after notice thereof to Tenant, Landlord shall have the right to make any payments that are necessary to remove the cause of the default. Tenant shall be obligated to fully reimburse Landlord for any such payment together with interest at the rate of eighteen percent (18%) per annum from the date of payment by Landlord to the date of reimbursement by Tenant.

e. In the event of default of Tenant, Landlord shall have the right to a Landlord's lien on the Improvements and personal property of Tenant.

f. The above specification of rights shall not preclude any other right or remedy which Landlord or Tenant may have by law or equity.

g. No waiver by Landlord or by Tenant of any breach by the other of its or his obligations or covenants hereunder will be a waiver of any subsequent breach.

27. Environmental Protection Agency (EPA) Payette Municipal Airport and State Storm Water Management Regulations. Tenant shall comply with all EPA, Payette Municipal Code and State Storm Water Management statutes, rules, plans, policies and regulations.

28. Attorney's Fees in the Event of Litigation. In the event of a dispute between Landlord and Tenant, which results in litigation, the prevailing party in litigation shall be awarded its costs and reasonable attorney's fees.

29. Agreements with the United States. This Lease is subject and subordinate to the terms, reservations, restrictions, provisions and conditions of any existing or future agreement between Landlord and the United States relative to the operation or maintenance of the Payette Municipal Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal agency in the extension, expansion or development of said airport and facilities.

30. Airport Rules and Regulations. In addition to all provisions of this Lease, Tenant agrees to comply with the following documents now in effect or hereafter adopted or amended: the Payette Municipal Airport Minimum Standards for Commercial Activities, the Payette City Code, the Payette Municipal Airport Rules and Regulations, the Non-Public Aircraft Fuels Dispensing Rules, Airport Security Plan, and all other policies, rules and regulations adopted by the Payette Municipal Airport Commission in the future, all as presently adopted, but also including any and all amendments made after the date of this Lease.

31. Federal Aviation Administration Lease Requirements.

a. Tenant for itself, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land": that (a) no person on the grounds of race, gender disability, color or national origin shall be excluded from the participation in, denied the benefits of, or otherwise be subjected to, discrimination in the use of said facilities; (b) that in the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, gender disability, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) that Tenant shall use this paragraph in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary of State, Part 21, Nondiscrimination in Federally assisted programs on the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

c. Tenant shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color or national origin.

d. Non-compliance with provisions (a), (b) and (c) in subparagraph a. above after written findings, shall constitute a material breach thereof, and in the event of such non-compliance, Landlord shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of Landlord or the United States, either or both of said Governments shall have the right to judicially enforce said provisions (a), (b) and (c).

e. Tenant agrees that it shall insert the above four provisions in any lease by which Tenant grants a right to any person, firm or corporation to render accommodations and/or services to the public on the Leased Premises.

f. Tenant agrees to comply with the notification and review requirements covered in Part 77 of Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any plan, modification or alteration of any present or future building or structure situated on the Leased Premises.

g. It is understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act.

h. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the Leased Premises, together with the right to cause in said air space such noise as may be inherent to the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space for landing at, taking off from or operating Payette Municipal Airport.

i. Tenant, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises above the elevation set in the City of Payette Zoning Regulations or of such a height to interfere with or endanger any aircraft. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises and to remove the offending structure or object or to cut the offending tree, all of which shall be at the expense of Tenant.

j. Tenant, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Payette Municipal Airport or otherwise constitute a hazard. In the event the aforementioned covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant.

32. Miscellaneous.

a. Time is of the essence in all provisions of this Lease.

b. This lease shall be interpreted in accordance with the laws of the State of Idaho.

c. This Lease is binding upon and will inure to the benefit of the parties hereto, their successors, their personal representatives, heirs, devisees, and assigns.

d. The provisions of this Lease may be amended only by a written instrument signed by both parties.

e. Paragraph headings are for convenience only and shall not be considered in any controversy involving the meaning and interest of this Lease.

f. Any notice permitted or required by this Lease may be given by personal service of a written notice upon the party to whom the notice is given or by mailing the written notice by certified mail, postage prepaid, to the other party.

Notice to Landlord shall be delivered or mailed to:

City Coordinator
Payette Municipal Airport
700 Center Avenue
Payette, Idaho 83661

and notice to Tenant shall be delivered or mailed to:

Dave Koeppen
1583 NW 26th Street
Fruitland, ID 83619

or to such other address or addresses as may hereafter be specified by notice given as provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LANDLORD:
CITYOF PAYETTE

TENANT:

By: _____
Its: MAYOR

By: _____
Its: _____

ATTEST:

Mary Cordova, CMC
City Clerk

ACKNOWLEDGMENT

State of Idaho
County of Payette

On this _____ day of _____, 2013 before me _____,
a notary public in and for said State, personally appeared Dave Koeppen known
or identified to me to be the person whose name is subscribed to the within
instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at:
Commission Expires

State of Idaho)
County of Payette) S.S.
City of Payette)

On this _____ day of _____, 2013, before me, a Notary Public
in and for said State, personally appeared Jeff Williams, Mayor, and Mary
Cordova, City Clerk, known to me to be the Mayor and City Clerk of the City of
Payette, Idaho, who executed the foregoing instrument, and acknowledged to me
that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal, the day and year in this certificate first above written.

Notary Public
Residing at:
Commission Expires

Personal Guarantee

By his signature on this Lease, personally and individually guarantees performance by Tenant of this Lease including, but not limited to, the rent and all of Tenant's promises, covenants, conditions and obligations.

Date: _____, 2013.

**EXHIBIT A
SITE PLAN AND LEASE BOUNDARY**



BOUNDARY DESCRIPTION
LEASE AGREEMENT – HANGER E-10

In Township 9 North, Range 5 West, Boise Meridian, Payette County, Idaho, that parcel commonly known as 2850 Airport Road #E-10, more particularly described as follows:

In Section 26: In the SE1/4NW1/4, to wit:

Commencing at the northwest corner of said Section 26, being monumented by a brass cap;

thence along the north line of said Section, S89°06'01"E 1327.60 feet, to the northwest corner of the NE1/4NW1/4 (W1/16 corner of Sections 23 and 26), being monumented by a brass cap, from which the northeast corner of said Section 26 bears S89°05'50"E 3986.12 feet;

thence along the west line of said NE1/4NW1/4, S00°35'25"W 1304.78 feet, to the northwest corner of said SE1/4NW1/4 (NW1/16 corner), being monumented by a brass cap;

thence S67°19'56"E 942.84 feet,

thence S89°14'39"E 50.00 feet;

thence S00°45'21"W 160.00 feet, to the **POINT OF BEGINNING**;

thence S00°45'21"W 40.00 feet,

thence N89°14'39"W 30.00 feet;

thence N00°45'21"E 30.00 feet,

thence S89°14'39"E 11.00 feet;

thence N00°45'21"E 10.00 feet,

thence S89°14'39"E 19.00 feet; to the **POINT OF BEGINNING**.

Containing 1,090 square feet, more or less.

The basis of bearing for this description being the Idaho coordinate system of 1983, west zone.

END OF THIS DESCRIPTION THAT CONTAINS 1
PAGE(S).

THIS DESCRIPTION WAS DERIVED FROM THE ORIGINAL LEGAL DESCRIPTION FOR THE ENTIRE HANGAR BUILDING ORIGINALLY PREPARED BY DEAN J. COON, PLS10328 ON August 16, 2007, FROM A FIELD SURVEY CONDUCTED ON MAY 22, 2007



PAYETTE MUNICIPAL AIRPORT GROUND LEASE AGREEMENT

Darrell Sullivan

This Lease Agreement is made and signed this _____ day of _____, 2013 by and between the City of Payette, "Landlord" and Darrell Sullivan ("Tenant").

1. **Background.** Landlord owns real estate at the Payette Municipal Airport which is described on the attached Exhibit A, and is also known as 2850 Airport Road #D-07, Payette, Idaho (the "Leased Premises").
2. **Grant of Leasehold.** Landlord hereby grants a leasehold interest to Tenant and Tenant hereby agrees to accept the grant of the leasehold interest and hereby agrees to pay rent and to perform the other obligations specified in this Lease.
3. **Lease Term and Holdover.** The term of this Lease shall be for the period from March 04, 2013 through April 30, 2038 (the "Lease Term"), with one option for an additional renewal of a thirty year term upon such terms and conditions as may be negotiated at the time of renewal. Any holding over after the term of this Lease, with the consent of the Landlord, shall be considered to be a tenancy from month to month. That tenancy shall be at the same rental amount as was required to be paid by Tenant for the period immediately prior to the expiration of the term of this Lease unless Landlord provided the Tenant with a 30 day notice of increase paragraph 4. c. applies. All other terms and conditions specified in this Lease shall apply.
4. **Rent.** The rent to be paid by the Tenant to the Landlord is described as follows:
 - a. \$0.10 annually per square foot of land within the Leased Premises, and it is agreed that there are 1360 square feet of space within the Leased Premises.
 - b. Accordingly, the rent during the primary term of this Lease is \$136.00 annually, this shall be paid in one annual payment by January 1 each year. The rent shall be adjusted annually in accordance with paragraph 4c below.
 - c. Annual CPI Adjustments. The rent to be paid during the term of this Lease shall be adjusted annually as follows: on January 1 of each year the rent payable by Tenant for the new year shall be increased by adding an amount determined by the US Department of Labor, Bureau of Labor and Statistics Data, Consumer Price index, and shall be adjusted to reflect changes in that index.
 - d. The cash rent shall be due and payable without the necessity of any notice being given by the landlord to the Tenant, and if any payment of cash rent is late by more than 5 days the Tenant shall pay an additional \$25.00 late fee.
5. **Construction of Improvements.** Tenant shall cause to have erected and/or constructed to or on the Leased Premises the improvements described on the attached Exhibit B (the "Improvements"). The term "Improvements" also includes any structures, fixtures, additions, aprons, parking areas, taxiways/taxi lanes, landscape or any other building or site improvement located on the Leased Premises, including, without limitation, any alterations or improvements made pursuant to paragraph 13 below. Construction of the Improvements shall be commenced within six (6) calendar months of the date of this

Lease Agreement, and Tenant shall diligently and reasonably proceed with such construction to completion of the Improvements. Commencement of construction shall mean, at a minimum, all of the following: (a) approval by the City of Payette of detailed plans, (b) receipt of a Building Permit and any other required licenses, (c) execution of a contract with a qualified contractor for construction of the Improvements, and (d) actual physical commencement by the said qualified constructor of construction work on the Improvements. Tenant shall complete the Improvements within eighteen (18) calendar months of the date of this Lease Agreement, unless such time is extended in writing by the Landlord. Completion of the Improvements shall mean the substantial completion of the Improvements to the extent they are both ready for occupancy and the City of Payette has issued its certificate of occupancy. Improvements shall have an initial cost of construction of not less than the amount set forth in Exhibit B. The Improvements shall, at a minimum, comply with the requirements of the Payette Municipal Code, the Uniform Building Code, and any other state or federal requirements. The plans and specifications for the improvements shall be approved by the Airport Commission prior to submission for application for a building permit. Upon installation of the Improvements, Tenant shall not remove such Improvements, or any other structures, fixtures or additions to the Improvements or Leased Premises without the express written permission of Landlord prior to the end of the Lease Term. If Tenant fails to Commence or Complete the Improvements on the schedule set forth in this paragraph, or fails to comply with any other requirement set forth in this paragraph, Tenant shall be in default as defined in paragraph 26.a.3 below.

6. Surrender and Restoration of leased Premises, Right of First Refusal to Purchase Building and Structures, Conditions for the Granting of a New Lease Agreement, and Closure of Airport.

- a. **Surrender and Restoration of Leased Premises.** At the end of the term of this Lease, Tenant shall peacefully surrender the Leased Premises in a fully restored condition, including the removal of all Improvements, unless Landlord grants a new lease agreement under the conditions of paragraph 6.d herein. Restoration of the leased Premises shall also include fine grading to allow for the proper flow of drainage into the appropriate storm water inlet or other system. All components of those Improvements removed from the Leased Premises shall be completely removed from the site and disposed of off airport at the sole cost of Tenant. Complete removal of Improvements and restoration of the leased Premises shall be complete no later than 90 calendar days after the expiration date of this Lease Agreement.
- b. **Other Personal Property.** Any personal property left on the Leased Premises shall, at the option of the Landlord, become the exclusive property of Landlord, without liability for payment, if said personal property remains on the Leased Premises for any reason, thirty (30) days after termination of this Lease.
- c. **Right of First Refusal to Purchase Buildings and Structure Prior to the End of the Term of the Lease.** Tenant shall not sell the Improvements on the leased Premises prior to the end of the lease Term unless it receives a written offer specifying the price and detailing the terms of any such sale, including any owner financing. In the event Tenant receives a written offer to sell Improvements on the Leased Premises from third party, which Tenant desires to accept, prior to the end of the Lease Term, Tenant shall give notice to Landlord, pursuant to paragraph 32.f below, and such notice shall include a copy of the third party's written offer. Landlord shall have thirty (30) days after receipt of such notice to match the third party's written offer by advising Tenant in writing that it will do so. If Landlord does

match such offer, Landlord and Tenant shall close such transaction on the terms of the third party's offer, substituting only Landlord for the third party. If Landlord does not match the third party's written offer, Tenant may sell to the third party identified in the written offer, on the terms of such written offer, subject to all other requirements of this Lease including, but not limited to, paragraphs 4 and 25. If however, the sale to the identified third party does not close on the exact terms identified in the written offer, Tenant shall be obligated to re-offer said buildings and structures to Landlord on the changed terms. The failure of the Landlord to exercise its right of first refusal on one written offer shall not be deemed a waiver as to future offers if the written offer tendered to Landlord is not fully consummated by the third party identified in the written offer. In no event shall the Tenant or any purchaser remove the Improvements unless requested to do so by the Landlord.

d. **Conditions for the Granting of a New Lease Agreement.** This lease shall expire on the last day of the Lease Term as defined in paragraph 3 herein. In the event that Tenant desires to continue occupying the Leased Premises, Tenant may request that Landlord enter into a new Lease Agreement. Tenant shall be eligible for a new lease Agreement on the Leased Premises provided the following conditions are met by Tenant:

1. Good Repair. The Leased Premises and all Improvements are in a state of good repair, including, without limitation, exterior paint, walls, roofs, doors, and interior walls, ceilings, floors, doors, and any other items including those which are structural and/or aesthetic in nature. Landlord reserves the right in its sole discretion to determine what constitutes a state of "good repair".
2. Compliance with all other Provisions. Tenant shall be in compliance with all other provisions of this Lease. If a new lease is granted, the term of the new lease shall be at the sole discretion of Landlord, and in any case shall not be longer than the estimated useful life of the Improvements as determined by the Landlord in its sole discretion. The landlord will act in its discretion as a reasonable landlord.
3. Intent to continue Leasing. It is the intention of the Landlord to continue leasing the property.

e. **Closure of Airport**

In the event Lessee shall construct a structure upon the leased premises and the Lessor should during the term of the lease abandon the airport, the following rules shall apply. In the event the airport is closed for reasons beyond the power of the Lessor, such as an FAA closure or closure by reason of a court ordered mandate, the Lessee shall have 90 days in which to remove the hanger or the hanger shall become the property of the Lessor. In the event the airport is closed due to a decision by the Mayor and City Council, the Lessor shall pay to the Lessee the appraised value of the hanger at the time the Lessee loses possession.

7. **Use; Outside Storage.** The Leased Premises shall be used only for those activities authorized in the Payette Municipal Airport Minimum Standards for Commercial Activities, rules and regulations, or as otherwise specifically authorized by the Payette Airport Commission in writing and for no other purpose without Landlord's consent, which may be withheld for any reason. Tenant shall not engage in any hazardous activity. Tenant agrees to conduct its business on the Leased Premises so as to comply with all statutes, ordinances and other governmental regulations. Landlord has made no representations concerning the ability or right of Tenant to use the building under any statute, ordinance or other governmental regulation including the zoning and building

ordinances and regulations of the City of Payette. Tenant agrees to accept any building on the Leased Premises in its present condition, as is, except as otherwise noted herein and agrees to accept all risk with regard to its right to use the premises. Tenant shall not store materials or supplies outside any of the Improvements without first obtaining the written consent of Landlord. Tenant shall comply with all rules and regulations concerning environmental laws and hazardous waste and agrees to indemnify and hold Landlord harmless from all claims for liability, including attorney's fees, premised on Tenant's failure to comply with such laws, rules and regulations. All activities conducted on the Leased Premises, or any other activities conducted by Tenant on or about the Airport, shall conform to acceptable safety standards. Applicable FAA standards shall be used as a guideline.

8. **Real Estate Taxes.** Tenant agrees to pay all of the special assessments and the general ad valorem real estate taxes on the Leased Premises, if any, for the land and the Improvements and in addition, Tenant shall pay all personal property taxes during the term of this Lease. The duty of the Tenant to pay taxes includes any "possessory interest" taxes.

9. **Insurance on Building.** Tenant agrees to provide an insurance policy on the building at its full replacement cost, protecting against fire and other hazards including an extended coverage rider. Landlord shall not be obligated to provide any insurance coverage nor shall Landlord be liable for any of Tenant's personal property, contents or fixtures within the building. Tenant has been advised to seek their own insurance for such items.

10. **Liability Insurance.** Tenant shall keep in full force and effect, throughout the term of this Lease, at its sole expense, a liability insurance policy providing protection against claims for injuries, death or property damage occurring on the Leased Premises. All insurance premiums for the coverage shall be paid by Tenant. The limits of the liability shall not be less than the amount specified in the Payette Airport's Minimum Standards for Commercial Activities for the type of activity taking place on the Leased Premises.

11. **Additional Requirements Regarding Liability Insurance Policies.** As to all policies of insurance issued in compliance with paragraph 10 above: (a) Landlord shall be listed as an additional insured, (b) the policies shall require 30 days notification to the Landlord in the event of intended cancellation by the insurer, (c) if requested by Landlord, Tenant shall provide evidence of payment of premiums and (d) Tenant shall provide Landlord with a true copy of all such policies.

12. **Repair and Maintenance of Leased Premises.** Tenant has inspected and accepts the Leased Premises in its present condition and acknowledges that the Leased Premises, are in good condition. Tenant shall be responsible for all repairs on the Leased Premises, including the Improvements, if any. In the event Tenant shall fail to commence necessary repairs for which it is responsible, including any repairs to the Improvements or fails to diligently pursue the completion of such repairs, Landlord in addition to all other remedies available under this Lease (and without waiving any other remedies), may make such repairs, the cost of which shall become due and payable as additional rent ten (10) calendar days after notice of such to Tenant. Tenant shall not commit or suffer waste, impairment or deterioration of the Leased Premises or the Improvements thereon or any part thereof, reasonable wear and tear excepted.

Tenant shall keep the Leased Premises free of trash and debris, remove snow and ice from the Leased Premises, and otherwise comply with the requirements of any governmental authority.

13. **Signs.** Tenant shall not install signs on the Leased Premises or anywhere else on the Payette Municipal Airport, either free standing or attached to the building, without the written consent of Landlord. All signs for which consent is granted shall comply with Landlord's Code of Ordinances.

14. **Utilities.** Tenant shall be responsible for directly paying all charges for services to any Improvements on the Leased Premises including, but not limited to, water, sewer, electricity, natural gas, telephone and trash removal.

15. **Landlord Not Liable For Damage; Indemnification.** Tenant expressly waives and releases any right it might otherwise have to make any claim against Landlord by reason of damage to any of the property of Tenant or by reason of injury or damage to the person or property of its customers or employees even though such injury or damage occurs by reason of the condition of the building or any other part of the Leased Premises. Moreover, Tenant hereby waives any right it might otherwise have to recover from Landlord, by reason of damage to Tenant's property, or by reason of injury or damage to the persons or property of its customers or employees caused by any actions of the other Tenant or the employees, customers or independent agents of the other Tenant, regardless of whether such actions are intentional, negligent or otherwise. However, nothing in this paragraph 16 shall relieve Landlord from any damage caused by the conduct of Landlord or the conduct of persons acting under its direction. If any customer, employee or independent contractor of Tenant makes a claim against Landlord of the type referred to in this paragraph 16, Tenant shall be required to hold Landlord harmless from any such claim and shall indemnify Landlord from any liability which he incurs by reason of the claim; this duty of indemnity shall include the duty to defend any such claim and to pay the cost of such defense, but Landlord shall be consulted with regard to the conduct of the defense insofar as the choice of attorneys and other related matters.

16. **Inconvenience During Construction.** Tenant recognizes that from time to time during the term of this Lease, it may be necessary for Landlord to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Payette Municipal Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience or temporarily interrupt Tenant and its operation at the Payette Municipal Airport. Tenant agrees that no liability shall attach to Landlord, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption and in further consideration of the premises, Tenant waives any right to claim damages or other consideration.

17. **Damages to Leased Premises.** If the Leased Premises are damaged by fire or any other casualty, this Lease shall remain in effect and Tenant shall be obligated to replace any buildings or structures, using any insurance proceeds to fund such repairs or replacements.

18. **Bankruptcy.** If Tenant is adjudicated bankrupt, or if Tenant makes a general assignment for the benefit of its creditors, or if a receiver is appointed for Tenant's

business operated on the Leased Premises, then in any of these events, to the extent permitted by law, Landlord may declare this Lease terminated, but shall not be required to do so. In any case, to the extent permitted by law, neither the Lease nor any interest in the Leased Premises shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors.

19. **Condemnation.** In the event of condemnation, in whole, or in part, the Landlord shall be entitled to the portion of any award that is attributable to the real estate value and the Tenant shall be entitled to the portion of any award that is attributable to the Improvements constructed by the Tenant and the right to receive any governmental benefits available to a tenant by reason of the disruption of its business from condemnation including, but not limited to, any relocation benefits.

20. **Covenant of Quiet Enjoyment.** Landlord hereby represents that it has the full right and power to enter into this Lease and hereby covenants that Tenant shall have quiet possession of the Leased Premises throughout the term of this Lease so long as Tenant complies with its obligation hereunder.

21. **Subordination.** Landlord shall have the right to encumber the real estate portion of the (but exclusive of the Improvements) Leased Premises either before or after the commencement of the lease term. If Landlord desires to encumber the real estate portion of the Leased Premises, Tenant agrees to promptly execute and deliver any instrument reasonably required by Landlord, or a lender to Landlord, to evidence the subordination of this Lease. However, Tenant shall have the right to condition its delivery of any such instrument on the receipt from any lender requiring the subordination of a written confirmation, in a form suitable for recording, which provides that, notwithstanding any contrary provision of the mortgage or deed of trust in favor of the lender, lender and any person acquiring an interest in the Leased Premises through foreclosure of the mortgage or deed of trust, will not disturb the possession, use or enjoyment of the Leased Premises by Tenant, as long the Improvements will not be encumbered and all obligations of Tenant are fully performed in accordance with terms of this Lease.

22. **Estoppel Certificate.** At the request of either party, the other party shall certify in writing: (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; and, (b) acknowledging that there are not, to the party's knowledge, any uncured defaults on the part of the other hereunder, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Leased Premises or any prospective Tenant.

If any party fails or refuses to deliver any such written certificate within ten (10) days after receiving a written request to do so, then the failure shall constitute the equivalent of a representation by the party failing or refusing: (a) that this Lease is in full force and effect, without modification except as may be represented by Landlord; (b) that there are no uncured defaults in the other party's performance; and, (c) that not more than one (1) month's rent has been paid in advance.

23. **Landlord's Access.** Landlord reserves and retains for its officers and authorized representatives, the full and unrestricted right to enter the real estate portion of the Leased Premises at any time and the Improvements with 24 hours prior notice to

Tenant, except in the case of emergency, for the purpose of inspecting or protecting such premises and of doing any and all activities which Landlord may deem necessary for the proper general conduct and operation of the Payette Municipal Airport. In case of emergency, no notice shall be required. During the last six (6) months of the lease term, the Landlord may exhibit the Leased Premises to prospective tenants.

25. Restriction on Assignment and Sublease, Change in Ownership of Tenant Entity. Tenant shall have no right to assign its rights under this Lease without the written consent of Landlord and Landlord may withhold the consent for any reason; consent will not be unreasonably withheld. If Tenant is other than a natural person, prior to the commencement of this Lease, Tenant shall submit to Landlord a copy of its governing documents, including the names and addresses of its present principal owners and the percentage of such entity owned by each owner. During the term of this Lease, if one or more of such principal owners shall no longer be a principal owner of such entity, then this Lease shall terminate at the option of Landlord, unless written approval of such change in ownership is granted by Landlord. "Principal Owner" is defined as anyone who owns at least thirty percent (30%) of Tenant's entity. In the event of a proposed sale, the proposed buyer may request the Landlord to consider an extension of the Term of this Lease.

26. Defaults and Remedies.

- a. Tenant shall be in default of this Lease if at any time after commencement of the Lease term:
1. Tenant defaults in the payment of any installment of rent or payment of Utilities and does not cure that default within 15 days of mailed or served written notice;
 2. Tenant vacates or abandons the Leased Premises or ceases business activities for a period of sixty (60) consecutive days;
 3. Tenant defaults in the performance of any of its other obligations under this Lease including, but not limited to, the obligations regarding taxes, insurance and maintenance, and if any such other default is not corrected within sixty (60) days after Landlord has given Tenant written notice specifying the Default.

Upon any such default Landlord shall have the right to declare the term of this Lease ended, and to re-enter and take complete possession of the Improvements and Leased Premises, whereupon this Lease, and all of the rights of Tenant, shall terminate. If this Lease is so declared terminated, Landlord shall have the right to sue for and recover all rents and other sums due Landlord under the terms hereof at the time of termination, including damages resulting from any breach on the part of Tenant and if Landlord elects to remove the Improvements, the right to recover for the cost of removal of the Improvements and to restore the Leased Premises pursuant to paragraph 6 a above.

b. In addition to the rights specified in paragraph 26 a above, Landlord also has the right, without re-entering the Improvements and Leased Premises or terminating this Lease, to sue for and recover any and all rents and other sums, including damages, at any time and from time to time during the term of this Lease.

c. If Landlord proceeds under either subparagraph a. or c. above, Landlord shall have the right to remove Tenant's personal property from the Leased Premises and take it

to a public storage facility or other safe facility as an agent for Tenant. Tenant shall be responsible for paying the cost of any such storage, as well as the cost of transportation, and Tenant hereby waives any right it might otherwise have to make any claim against Landlord for damage to such personal property; for the interruption of Tenant's business by reason of the removal; for reimbursement for the cost of transportation and storage; or for any other damage or injury which Tenant may suffer by reason of Landlord's actions under this subparagraph.

d. If Tenant defaults with respect to any of its obligations under this Lease, other than the payment of rent, and if such default continues for thirty (30) days after notice thereof to Tenant, Landlord shall have the right to make any payments that are necessary to remove the cause of the default. Tenant shall be obligated to fully reimburse Landlord for any such payment together with interest at the rate of eighteen percent (18%) per annum from the date of payment by Landlord to the date of reimbursement by Tenant.

e. In the event of default of Tenant, Landlord shall have the right to a Landlord's lien on the Improvements and personal property of Tenant.

f. The above specification of rights shall not preclude any other right or remedy which Landlord or Tenant may have by law or equity.

g. No waiver by Landlord or by Tenant of any breach by the other of its or his obligations or covenants hereunder will be a waiver of any subsequent breach.

27. Environmental Protection Agency (EPA) Payette Municipal Airport and State Storm Water Management Regulations. Tenant shall comply with all EPA, Payette Municipal Code and State Storm Water Management statutes, rules, plans, policies and regulations.

28. Attorney's Fees in the Event of Litigation. In the event of a dispute between Landlord and Tenant, which results in litigation, the prevailing party in litigation shall be awarded its costs and reasonable attorney's fees.

29. Agreements with the United States. This Lease is subject and subordinate to the terms, reservations, restrictions, provisions and conditions of any existing or future agreement between Landlord and the United States relative to the operation or maintenance of the Payette Municipal Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal agency in the extension, expansion or development of said airport and facilities.

30. Airport Rules and Regulations. In addition to all provisions of this Lease, Tenant agrees to comply with the following documents now in effect or hereafter adopted or amended: the Payette Municipal Airport Minimum Standards for Commercial Activities, the Payette City Code, the Payette Municipal Airport Rules and Regulations, the Non-Public Aircraft Fuels Dispensing Rules, Airport Security Plan, and all other policies, rules and regulations adopted by the Payette Municipal Airport Commission in the future, all as presently adopted, but also including any and all amendments made after the date of this Lease.

31. Federal Aviation Administration Lease Requirements.

a. Tenant for itself, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land": that (a) no person on the grounds of race, gender disability, color or national origin shall be excluded from the participation in, denied the benefits of, or otherwise be subjected to, discrimination in the use of said facilities; (b) that in the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, gender disability, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) that Tenant shall use this paragraph in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary of State, Part 21, Nondiscrimination in Federally assisted programs on the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

c. Tenant shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color or national origin.

d. Non-compliance with provisions (a), (b) and (c) in subparagraph a. above after written findings, shall constitute a material breach thereof, and in the event of such non-compliance, Landlord shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of Landlord or the United States, either or both of said Governments shall have the right to judicially enforce said provisions (a), (b) and (c).

e. Tenant agrees that it shall insert the above four provisions in any lease by which Tenant grants a right to any person, firm or corporation to render accommodations and/or services to the public on the Leased Premises.

f. Tenant agrees to comply with the notification and review requirements covered in Part 77 of Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any plan, modification or alteration of any present or future building or structure situated on the Leased Premises.

g. It is understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act.

h. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the Leased Premises, together with the right to cause in said air space such noise as may be inherent to the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space for landing at, taking off from or operating Payette Municipal Airport.

i. Tenant, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises above the elevation set in the City of Payette Zoning Regulations or of such a height to interfere with or endanger any aircraft. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises and to remove the offending structure or object or to cut the offending tree, all of which shall be at the expense of Tenant.

j. Tenant, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Payette Municipal Airport or otherwise constitute a hazard. In the event the aforementioned covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant.

32. Miscellaneous.

a. Time is of the essence in all provisions of this Lease.

b. This lease shall be interpreted in accordance with the laws of the State of Idaho.

c. This Lease is binding upon and will inure to the benefit of the parties hereto, their successors, their personal representatives, heirs, devisees, and assigns.

d. The provisions of this Lease may be amended only by a written instrument signed by both parties.

e. Paragraph headings are for convenience only and shall not be considered in any controversy involving the meaning and interest of this Lease.

f. Any notice permitted or required by this Lease may be given by personal service of a written notice upon the party to whom the notice is given or by mailing the written notice by certified mail, postage prepaid, to the other party.

Notice to Landlord shall be delivered or mailed to:

City Coordinator
Payette Municipal Airport
700 Center Avenue
Payette, Idaho 83661

and notice to Tenant shall be delivered or mailed to:

Darrell Sullivan
6403 Adams Road
New Plymouth, ID 83655

or to such other address or addresses as may hereafter be specified by notice given as provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LANDLORD:
CITYOF PAYETTE

TENANT:

By: _____
Its: MAYOR

By: _____
Its: _____

ATTEST:

Mary Cordova, CMC
City Clerk

ACKNOWLEDGMENT

State of Idaho
County of Payette

On this _____ day of _____, 2013 before me _____,
a notary public in and for said State, personally appeared Darrell Sullivan known
or identified to me to be the person whose name is subscribed to the within
instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at:
Commission Expires

State of Idaho)
County of Payette) S.S.
City of Payette)

On this _____ day of _____, 2013, before me, a Notary Public
in and for said State, personally appeared Jeff Williams, Mayor, and Mary
Cordova, City Clerk, known to me to be the Mayor and City Clerk of the City of
Payette, Idaho, who executed the foregoing instrument, and acknowledged to me
that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal, the day and year in this certificate first above written.

Notary Public
Residing at:
Commission Expires

Personal Guarantee

By his signature on this Lease, personally and individually guarantees performance by Tenant of this Lease including, but not limited to, the rent and all of Tenant's promises, covenants, conditions and obligations.

Date: _____, 2013.

**EXHIBIT A
SITE PLAN AND LEASE BOUNDARY**

BOUNDARY DESCRIPTION
LEASE AGREEMENT – HANGER D-07

In Township 9 North, Range 5 West, Boise Meridian, Payette County, Idaho, that parcel commonly known as 2850 Airport Road #D-07, Payette, Idaho, more particularly described as follows:

In Section 26: In the SE1/4NW1/4, to wit:

Commencing at the northwest corner of said Section 26, being monumented by a brass cap;

thence along the north line of said Section, S89°06'01"E 1327.60 feet, to the northwest corner of the NE1/4NW1/4 (W1/16 corner of Sections 23 and 26), being monumented by a brass cap, from which the northeast corner of said Section 26 bears S89°05'50"E 3986.12 feet;

thence along the west line of said NE1/4NW1/4, S00°35'25"W 1304.78 feet, to the northwest corner of said SE1/4NW1/4 (NW1/16 corner), being monumented by a brass cap;

thence S67°19'56"E 942.84 feet,

thence S89°14'39"E 50.00 feet;

thence S00°45'21"W 200.00 feet;

thence N89°14'39"W 30.00 feet; to the **POINT OF BEGINNING**;

thence N89°14'39"W 20.00 feet;

thence N00°45'21"E 60.00 feet,

thence S89°14'39"E 20.00 feet;

thence S00°45'21"W 10.00 feet;

thence S89°14'39"E 11.00 feet;

thence S00°45'21"W 20.00 feet;

thence N89°14'39"W 11.00 feet;

thence S00°45'21"W 30.00 feet to the **POINT OF BEGINNING**

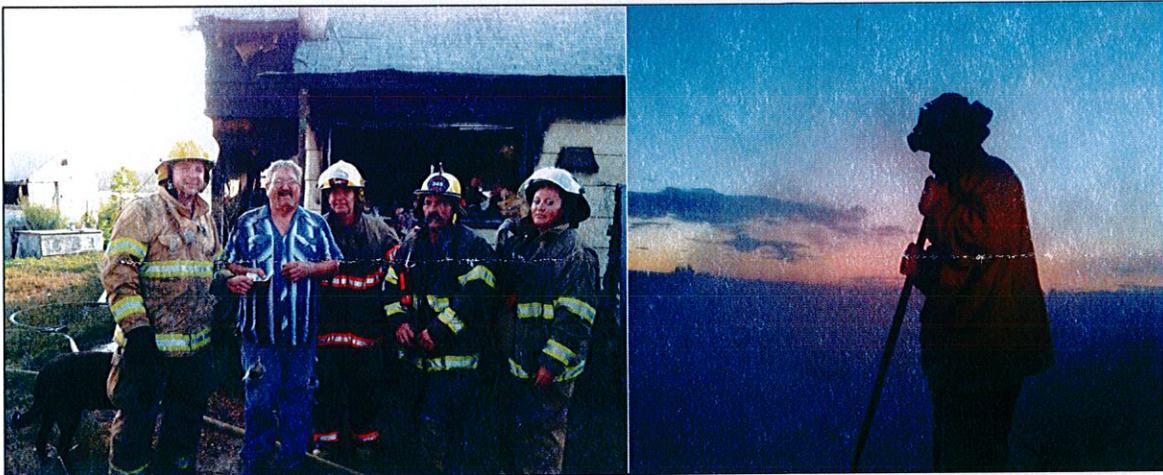
Containing 1,360 square feet, more or less.

The basis of bearing for this description being the Idaho coordinate system of 1983, west zone.

END OF THIS DESCRIPTION THAT CONTAINS 1 PAGE(S).

THIS DESCRIPTION WAS DERIVED FROM THE ORIGINAL LEGAL DESCRIPTION FOR THE ENTIRE HANGAR BUILDING ORIGINALLY PREPARED BY DEAN J. COON, PLS10328 ON August 16, 2007, FROM A FIELD SURVEY CONDUCTED ON MAY 22, 2007

Thank You!



Please complete this donation receipt and return a copy with your item that we may ensure proper credit of your gift.

New Plymouth Volunteer Fire Department

April 6, 2013 @ Wild Hearts Springs Event Center

Dinner & Auction Fundraiser Sponsored by Nunhems

Proceeds go to the Burn-Out Fund and to the purchase of specialized emergency rescue equipment.

Donated by	
Address	
City	
State/Province	
ZIP/Postal Code	
Phone	
Type of donation	
Description	
Value	

Thank you for your generosity. We appreciate your support!

Tax Deductible Donation

F 90-0713663



Dinner & Auction Fundraiser

Benefiting the New Plymouth Volunteer Fire Department

Sponsored by Nunhems USA

Saturday April 6, 2013



Event location:

Wild Hearts Springs Event Center 29117 Peckham Rd. Wilder, ID. 83676

Tickets \$30.00/ Person

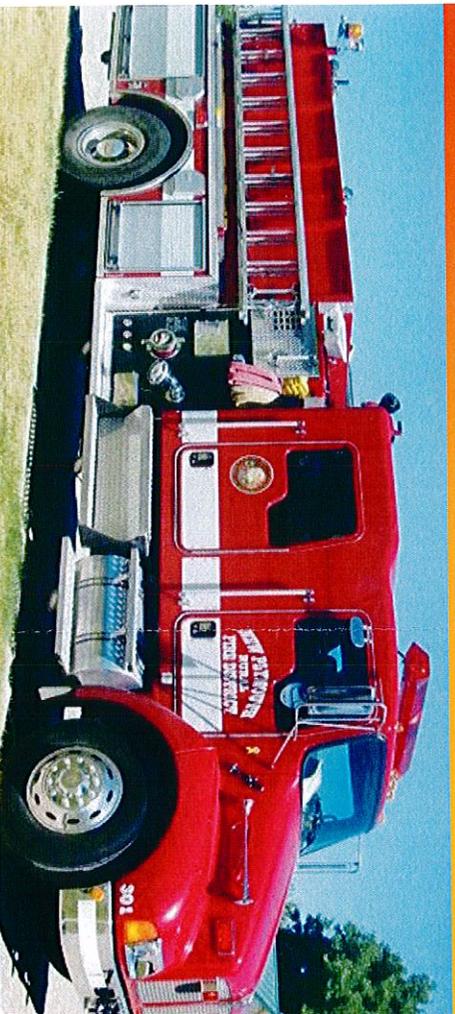
Online <http://friendsofourcommunity.com>

4 PM – Appetizer, Silent Auction, No-host Bar and Music
6 PM – BBQ Tri-Tip & Chicken dinner followed by
Live Auction! Followed by Music & Dancing

All proceeds benefit our community's
Burn-Out Fund and to purchase special
equipment to serve our community.

Dinner includes, smoked salmon appetizers,
grilled tri-tip, chicken, homemade dutch
oven cobbler with ice cream & more

Music sponsored by *Fantasy Karaoke*



RECEIVED

FEB 21 2013

CITY OF PAYETTE

February 14, 2013

City Of Payette / Payette Pool,



Our small department is in need of additional support for our Burn-Out Fund as well as specialized equipment and training materials. The New Plymouth Volunteer Fire Department is honored to have been chosen to benefit from this Dinner and Auction Fundraiser that is being hosted by Nunhems, USA. This event will be held at Wild Hearts Springs Event Center, overlooking the Snake River. It is a beautiful setting with delicious food and music.

Our goal is to provide protection to the community through natural disasters of flood and fire while growing a foundation for future generations to learn how to give, protect and serve. As the main, visible responders in New Plymouth, we feel it is important to provide education of fire safety to the school and to expand the junior fireman program, thus providing a positive outreach for our youth.

In order to do all of this funding is needed for training and development of our volunteers. Necessary equipment needs updated and key items need purchased to assist in any and all types of emergency services. This is where we are asking for your assistance.

Silent and live auction items are needed. We are contacting you to ask for a donation highlighting your business that we would be able to auction. Donations in all sizes are appreciated. Your business will be highlighted live during the auction and on the website <http://friendsofourcommunity.com> and shared on our Facebook page and will be included in our power point showing the great sponsors of this exciting event.

Through the support of great business like yours, we feel this event will be a success. Donation items are needed by March 15, 2013. Please notify us if you wish to have your donation picked up.

If you have any questions about donations or would like to purchase tickets for yourself, please contact me at the number below.

Thank you for your consideration,

Jerry Stelling

Jerry Stelling
Secretary/Treasurer, NPVRFD
P.O. Box 14
New Plymouth, Idaho 83655
(208)707-1296, stelling5@live.com

CITY OF PAYETTE
PAYETTE WASTEWATER TREATMENT PLANT

RAS VFD AND PLC ADDITION

**AGREEMENT BETWEEN
OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between THE CITY OF PAYETTE, IDAHO (hereinafter called OWNER) and SYME ELECTRIC. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the attached specifications. the Work is generally described as follows:

Work includes, but is not limited to, installing two variable frequency drives on two existing pumps with no VFDs, new control system must cycle pumps to promote more uniform wear, and reduce dead zones within pump chamber, the VFDs must be equipped with Harmonic filters ~~and are tuned to keep harmonic distortion less than 12% for loads between 50 and 100% of maximum load, Harmonic filter shall also have capacitive switching so the capacitors are active only when the associated VFD is running 40%.~~ This is a design build project. Contractor shall submit design and appropriate submittals for approval prior to beginning work. The details of the work are included in the specifications, a copy of which is attached hereto.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the specifications may be the whole or only a part is generally described as follows: RAS VFD AND PLC ADDITION TO PAYETTE WWTP

ARTICLE 3 - CONTRACT TIMES

3.01 *Days to Achieve Completion*

A. The Work will be completed by June 30, 2013.

ARTICLE 4 - CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the Work in an amount in current funds equal to the sum of the amounts determined pursuant to the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit, not to exceed \$27,990.00. In the event the Contractor does not perform as agreed, the Owner may withhold payment until all work conforms to the attached specifications.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit an invoice for Payment to the City. Invoice for Payment will be processed by CITY within thirty (30) days of receipt by City. Invoices shall be mailed to:

City of Payette
700 Center Avenue
Payette, Idaho 83661

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the specification,. Contractor has the expertise, experience manpower and equipment to perform the required services.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and shall comply with all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the specifications.

E. CONTRACTOR is an appropriately licensed Public Works contractor per Idaho Code.

ARTICLE 7 - MISCELLANEOUS

7.01 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless

specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or the specifications

7.02 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. All portions of this Agreement habeen signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on March ____, 2013, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

CITY OF PAYETTE

SYME ELECTRIC

By: _____
Jeffrey T. Williams, Mayor

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Address: _____

Phone: _____

Facsimile: _____

Mike,

Regarding your questions:

1. No, a capacitor bypass is not needed with the existing generator.
2. Yes, there is to be a UPS on the PLC.
3. Yes, you can use the space above the spare conduits.
4. A touch screen is neither required nor is it prohibited.
5. This is a design/build. We have not designed the system, and it is not appropriate for us to pre-approve a design or portion of the design prior to the bid. We will review the proposed system as a whole after the bid. The contract team is required to provide all of the pieces necessary to construct the functioning system.

Regards,

Doug

Doug Argo, PE
Holladay Engineering Co.
208-642-3304

From: Mike TenHulzen [mailto:mike@ameelectric.com]
Sent: Wednesday, February 20, 2013 11:59 AM
To: Doug Argo
Cc: rschwartz@cityofpayette.com
Subject: RE: Payette VFD quote addendum

Doug,

I have a couple of questions on the addendum. I had expected that the addendum would have included formal answers to the questions raised in the walkthrough so I was wondering if it would be possible to get them formalized in an addendum.

1. Confirm that there is or is not a capacitor bypass on the harmonic filters and if there is how are we to disengage them?
2. Is there a UPS on the PLC? In the walk through it was said there would be but in the ACS response I do see that they addressed it.
3. Confirm if we can indeed use the space for above the spare conduits.
4. Verify if we do or do not need a touch screen. It was said in the walk through that it was not needed but could we confirm?
5. Below is the response from ACS as to what they were intending the PLC to contain.

6. Design a NEMA 12 enclosure to house, secure, and provide access to hardware required for pump automation to include:
 - a. 4.3 inch Maple Systems HMI 5043T touch screen
 - i. Comprises all system status display and operator control
 - b. PLC based on the Omron CJ1G-CPU43H and all required I/O modules
 - c. Disconnect and fusing
 - d. Terminal connecting blocks for all PLC I/O
 - e. 120VAC courtesy outlet
 - f. Wire-ways and other necessary appurtenances
 - g. Electrical drawings for the above
7. Anticipated I/O
 - a. Continuous level input from Milltronics (4-20mA)
 - b. For each of three sludge pumps
 - i. Hand/Off/Auto to VFD (From touch screen)
 - ii. Speed input to PLC (4-20mA)
 - iii. Speed output from PLC (4-20mA)
 - iv. Pump running input to PLC (dry contact relay 110VAC)
 - v. Pump alarm input to PLC (dry contact relay 110VAC)
 - vi. Harmonic filter activation output from PLC (relay)
8. Milltronics, PLC, and HMI programming
9. Commissioning of all the above with operational readiness testing

Mike S. TenHulzen
Owner / Estimator

Direct Line: (208) 287-8911
Cell: (208) 283-6031
Office: (208) 459-8959
Fax: (208) 459-2243
Email: mike@ameelectric.com
Web Site: www.ameelectric.com

From: Doug Argo [mailto:doug@holladayengineering.com]
Sent: Tuesday, February 19, 2013 3:53 PM
To: Doug Argo; Mike TenHulzen

Cc: rschwartz@cityofpayette.com
Subject: RE: Payette VFD quote addendum

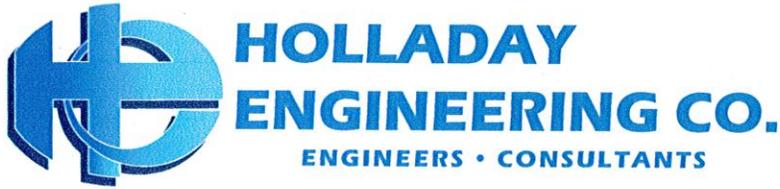
Mike,

Please review the addendum to the price quote for the VFDs in Payette and call me if you have any questions.

Regards,

Doug

Doug Argo, PE
Holladay Engineering Co.
208-642-3304



TRANSMITTED VIA E-mail or FACSIMILE

February 19, 2013

ADDENDUM NO. 1
To the City of Payette
VFD Quote Request
HECO File No. CP13-0035B

TO ALL PLANHOLDERS:

The following changes, additions, and/or deletions are hereby made a part of the price quote documents for the City of Payette, VFD Quote Request, dated February 12, 2012, as fully and completely as if the same were set forth therein. **This addendum must be signed and returned with the rest of your price quote.**

- 1. **Warranty** – A one year warranty on performance of the system is required. Warranty shall include parts, labor, and function of the system.

This addendum shall be signed and included with the price quote in the sealed envelope which is submitted to the City. Proposals submitted without including a signed copy of Addendum No. 1 as described above shall be considered informal.

Contractor: _____
Company Name

Signature: _____
Authorized Signature

By: *Douglas E Argo*
Douglas E. Argo, P.E.
Project Engineer

PRICE QUOTE REQUEST

Existing Conditions:

The RAS system includes three pumps 20 hp pumps which return sludge to the oxidation ditches. One pump has a VFD which is controlled by a Miltronics unit. The other two pumps do not have VFDs, but are also controlled by a Miltronics unit. The pump with a VFD runs continuously while the two without VFDs only come on when the sludge level rises to the set point. The present operation causes two problems: differential wear on the pumps; and dead zones within the pump chamber which allow the sludge to turn septic. The pumps and controllers are presently housed within a concrete block building.

Project:

The project includes installing two variable frequency drives on the two existing pumps which do not have VFDs. Controllers are required for each pump. The new control system must cycle the pumps to promote more uniform wear and reduce the dead zones within the pump chamber. The VFDs must be equipped with Harmonic filters which are tuned to keep harmonic distortion less than 12% for loads between 50 and 100% of maximum load. Harmonic filter shall also have capacitive switching so the capacitors are active only when the associated VFD is running 40%.

The existing VFD is a 20 hp Cutler-Hammer/Eaton SV9000AF. A new harmonic filter is required tuned to keep harmonic distortion to less than 12% for loads between 50 and 100% of maximum load.

The VFDs will be run by a PLC with the capability to alternate pumps and alternate run times from 1 minute to 24 hours depending on need. The existing Miltronics unit will need to be utilized in the system.

The system shall be contained within the existing pump building and shall be an independent system. Filters must be within their own box as there is no space available within the existing boxes.

Contractor shall supply the following:

- (1) OMRON PLC
- (2) Telemecanique Altivar 71 VFD with harmonic filter
- (1) Harmonic filter for existing Cutler-Hammer/Eaton SV9000AF VFD.
- (-) All cables, cabinets, boxes, conduits, mounting brackets, wires, etc required to connect the PLC, VFDs, and Miltronics together to create a functioning system
- (-) All labor, tools, equipment, and expertise to install the system as described
- (-) All required permits

City of Payette WWTP – VFD Quote Request

Note: The OMRON PLC and the Telemecanique Altivar 71 VFD are required for consistency with other controllers and VFDs within the WWTF.

Project Walk-through:

A mandatory project walk-through is required. The walk through is scheduled on February 14, 2013 at 09:00 a.m. at the Payette WWTF. Contact Doug Argo 642-3304 for questions.



Payette Fire Department – Monthly Report



February 2013

Incident Summary: Total: 43

Medical Assists: 28

Fires: 2

Public/Agency Assist: 1

False Alarm or Cancelled En-route: 3

Investigations: 2

Swift Water Rescue: 0

Police Assist: 7

Mutual Aid: 0

Runs	
Jan	37
Feb	43
Mar	
Apr	
May	
June	
July	
Aug	
Sept	
Oct	
Nov	
Dec	
Total	

Fire Inspections Conducted: 6

Public Education Programs:

- Fire Safety class and station tour : 10 kids and 2 Adults
- Senior Smoke Detector Program: Assisted 5 households

Significant Incidents: None

Training Topics:

- Nims IS-00700A
- Driver Safety
- Fire Hydrant Locations
- Driver Training
- Essentials Training
- Technical Ice Rescue
- Ventilation
- S-133
- February Training Hours 193

Significant Events: None

Special Work Assignments:

- Pre-Fire plan for all city building

Fire Chief

Steve Castenada

Press Report

02/01/2013 - 02/28/2013 | Agency: PFD

Call No	Date	Location	Call Type
13001566	02/01/2013 10:32:51	LOUISE GARDEN APARTMENTS	MEDICAL/MEDICAL TRANSPORT
13001571	02/01/2013 11:12:21	S 16TH ST AND 1ST AVE S PAYETTE	10-50 PI / INJURY ACCIDENT
13001579	02/01/2013 15:24:16	2010 HWY 52 PAYETTE	MEDICAL/MEDICAL TRANSPORT
13001602	02/01/2013 19:53:11	1836 1ST AVE S Payette	MEDICAL/MEDICAL TRANSPORT
13001654	02/02/2013 13:05:55	229 GROVE ROAD Ontario	MEDICAL/MEDICAL TRANSPORT
13001656	02/02/2013 13:37:53	1001 1ST AVE S Payette	DEATH UNATTENDED / CODE BLACK
13001706	02/03/2013 09:22:17	2210 1ST AVE S PAYETTE	MEDICAL/MEDICAL TRANSPORT
13001711	02/03/2013 10:32:46	806 RAILROAD Payette	MEDICAL/MEDICAL TRANSPORT
13001808	02/05/2013 12:24:36	1019 3RD AVE S PAYETTE	MEDICAL/MEDICAL TRANSPORT
13001809	02/05/2013 12:33:40	LOUISE GARDEN APARTMENTS	ALARM
13001811	02/05/2013 13:38:19	1481 7TH AVE N APT# 11B PAYETTE	MEDICAL/MEDICAL TRANSPORT
13001840	02/06/2013 08:31:59	1481 7TH AVE N PAYETTE	MEDICAL/MEDICAL TRANSPORT
13001871	02/06/2013 16:18:55	LOUISE GARDEN APARTMENTS	ALARM
13001875	02/06/2013 17:44:33	1019 3RD AVE S APT# 211 PAYETTE	MEDICAL/MEDICAL TRANSPORT
13001937	02/08/2013 01:42:08	1210 7TH AVE N Payette	MEDICAL/MEDICAL TRANSPORT
13002084	02/09/2013 18:14:40	PAYETTE PLAZA	MEDICAL/MEDICAL TRANSPORT
13002157	02/10/2013 14:38:37	21 N MAIN ST PAYETTE	JUVENILE PROBLEM
13002174	02/10/2013 19:33:18	440 N 11TH PAYETTE	MEDICAL/MEDICAL TRANSPORT
13002179	02/10/2013 21:17:09	1422 CENTER AVE PAYETTE	MEDICAL/MEDICAL TRANSPORT
13002221	02/11/2013 15:16:10	1080 6TH AVE S APT# 6 PAYETTE	PUBLIC ASSIST
13002241	02/11/2013 17:53:23	LOUIS GARDEN APTS APT# 23 PAYETTE	MEDICAL/MEDICAL TRANSPORT
13002242	02/11/2013 18:29:27	1273 MT VIEW DR Payette	MEDICAL/MEDICAL TRANSPORT
13002305	02/12/2013 16:37:47	44 11TH AVE N Payette	MEDICAL/MEDICAL TRANSPORT
13002386	02/13/2013 16:10:57	JERRY'S MARKET	10-50 UNKNOWN
13002498	02/15/2013 09:49:09	2026 CENTER AVE Payette	FIRE
13002522	02/15/2013 13:42:42	2025 MOSS DR APT# 1 PAYETTE	MEDICAL/MEDICAL TRANSPORT
13002528	02/15/2013 14:52:08	932 RAIL RD PAYETTE	MEDICAL/MEDICAL TRANSPORT
13002542	02/15/2013 18:57:17	622 N 8TH ST PAYETTE	MEDICAL/MEDICAL TRANSPORT
13002659	02/17/2013 12:12:39	4760 PIONEER RD PAYETTE	MEDICAL/MEDICAL TRANSPORT
13002687	02/17/2013 19:51:17	721 S 12TH ST Payette	FIRE
13002740	02/18/2013 21:22:23	PAYETTE MOBILE COMPLEX	MEDICAL/MEDICAL TRANSPORT
13002752	02/19/2013 06:39:55	HWY 95 / SW 1ST FRUITLAND	10-50 PI / INJURY ACCIDENT
13002767	02/19/2013 13:48:15	THE COTTAGES OF PAYETTE	MEDICAL/MEDICAL TRANSPORT
13002810	02/20/2013 07:27:14	724 6TH AVE S PAYETTE	MEDICAL/MEDICAL TRANSPORT
13002819	02/20/2013 08:21:09	2078 3RD AVE N PAYETTE	MEDICAL/MEDICAL TRANSPORT
13002824	02/20/2013 10:24:35	HWY 95 AND CENTER AVE PAYETTE	10-50 PD /PROP DAMAGE ACCIDENT
13002842	02/20/2013 16:59:39	311 N 9TH ST APT# 1 PAYETTE	MEDICAL/MEDICAL TRANSPORT
13002895	02/21/2013 18:43:59	240 FARBER Payette	FIRE
13002920	02/22/2013 10:20:39	211 14TH AV N PAYETTE	MEDICAL/MEDICAL TRANSPORT
13002933	02/22/2013 13:56:36	HWY 95 AND 2ND AVE S PAYETTE	10-50 PD /PROP DAMAGE ACCIDENT
13002939	02/22/2013 15:47:05	11440 SCOTCH PINES RD PAYETTE	VEHICLE FIRE
13002943	02/22/2013 18:13:05	HWY 52 NORTH OF PAYETTE Ontario	10-50 PD /PROP DAMAGE ACCIDENT
13002975	02/23/2013 07:57:39	317 15TH AVE N PAYETTE	MEDICAL/MEDICAL TRANSPORT
13002980	02/23/2013 12:05:48	BAKER LN AND 95 PAYETTE	10-50 PI / INJURY ACCIDENT
13003008	02/23/2013 20:45:12	2301 7TH AVE N Payette	MEDICAL/MEDICAL TRANSPORT

Press Report

02/01/2013 - 02/28/2013 | Agency: PFD

Call No	Date	Location	Call Type
13003051	02/24/2013 19:31:12	2590 DRIFTWOOD PL Payette	MEDICAL/MEDICAL TRANSPORT
13003065	02/25/2013 01:53:03	893 OLDS FERRY Weiser	MUTUAL AIDE FIRE
13003140	02/26/2013 21:12:09	1520 N 6TH ST APT# 1 Payette	FIRE
13003164	02/27/2013 08:42:07	430 S 12TH ST PAYETTE	MEDICAL/MEDICAL TRANSPORT
13003176	02/27/2013 14:11:18	385 S 16TH ST PAYETTE	MEDICAL/MEDICAL TRANSPORT
13003190	02/27/2013 17:39:31	736 11TH AVE N Payette	MEDICAL/MEDICAL TRANSPORT
13003243	02/28/2013 17:19:59	S 7TH AND KIWANIS PARK PAYETTE	10-50 PI / INJURY ACCIDENT
Total Calls: 52			

AFTER HOUR DUTY PAY FEBRUARY 2013

	MEDICAL	PD ASSIST	LIFT ASSIST	FIRE	DAVE HENDERSON	WILLIE HOLLIS	DAVE PLATT	BRAD COEN	DOUG KESSLER	RON JACOBS	GREG SPEULDA	STEVE CASTENADA
1	0.5											
2	1											
3	1											
4												
5												
6		1										
7												
8												
9												
10												
11			1									
12												
13												
14												
15		0.5										
16												
17												
18			0.5									
19												
20		0.5										
21												
22												
23		0.5										
24		1										
25												
26												
27												
28												
29												
30												
31												
TOTAL	3.5	1	0	0	3.5	0	0	0	1.5	0	0	0

TOTAL HOURS	4.5	3.5	1.5	1.5	0.5	0.5	0.5	3	4	3.5	5
	\$45.00	\$35.00	\$15.00	\$15.00	\$5.00	\$5.00	\$5.00	\$90.00			

	HOURS	COST
MEDICAL	13	\$130.00
PD ASSIST	2	\$20.00
LIFT ASSIST	0	\$0.00
FIRE	0	\$0.00
TOTAL	15	\$150.00