



AGENDA
PAYETTE CITY COUNCIL
April 15, 2013
WORK SESSION, PUBLIC HEARING &
REGULAR MEETING
HONORABLE MAYOR JEFFREY T. WILLIAMS PRESIDING

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

6:00 PM – Joint Work Session with City Council, Public Safety and Public Works Committee

- A. LHTAC Traffic Safety Audit – 6th Avenue South/Highway 52
- B. Proposed changes to open burning

6:30 PM – Public Hearing

NOTICE IS HEREBY GIVEN, in accordance with Idaho Code 63-1311A, by the City of Payette, Idaho, that the Payette City Council will meet at 6:30 p.m. on April 15th, 2013, at the Payette City Council Chambers, 700 Center Avenue, Payette, Idaho, to consider public comment regarding the institution of new municipal fees for the Administration department for building permit fee violation.

6:45 PM – Public Hearing

An application by Jake & Heather Ruth for a Variance Application to the lot size requirements on a corner lot to build a 16x32 addition at 304 10th Ave No, N 99.5' of the W 69' of Lot 3 in Block 6 of T J. Lloyd's Sub. The property is zoned A- Residential.

7:00 PM – Regular Meeting

- I. ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. CITIZENS COMMENTS
- IV. APPROVAL OF MINUTES
 - A. 04-01-2013 Regular Meeting..... 1
- V. APPROVAL OF BILLS & PAYROLL..... 8
- VI. SPECIAL ORDERS
- VII. COMMUNICATIONS
 - A. Thank You – Rawhidars 4-H Club..... 9
 - B. Arbor Day Foundation – 2012 Tree City USA & Growth Award..... 10
 - C. Heritage Byway Update – Ann Curtis
 - D. Folke CPA..... 12
- VIII. PLANNING & ZONING
- IX. OLD BUSINESS
 - A. Gabbano Club – Beer & Wine License..... 13

X.	NEW BUSINESS	
	A. Variance application – Ruth	
	B. Apple Blossom Committee – Amend Special Events Permit.....	17
	C. Airport Lease Agreement - Jan Zatoukal	18
	D. Airport Lease Agreement - Brenda Carter	30
	E. ORDINANCE #1375 - AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO, ADDING A NEW SECTION 15.04.100 TO CHAPTER 4 OF TITLE 15 OF THE PAYETTE MUNICIPAL CODE, WHICH SECTION SETS A FEE TO BE CHARGED FOR FAILING TO OBTAIN A BUILDING PERMIT; SETTING AN EFFECTIVE DATE; ALLOWING PUBLICATION IN SUMMARY FORM; ESTABLISHING SEVERABILITY; ESTABLISHING A PENALTY; ESTABLISHING A REPEALER – 1 st Reading...	42
	F. Special Events Permit – Killebrew Days.....	43
	G. Appointment to Admin & Finance – Mike Dart.....	50
	H. FY 2014 Budget Public Hearing Date.....	51
	I. Police Department Request for Destruction of Records.....	52
	J. Appointment to Historical Commission – Pat Townsend.....	53
XI.	DEPARTMENTAL REPORT	
	A. Police Department – March 2013.....	54
	B. Fire Department – March 2013.....	64
	C. Treasurer’s Report – March 2013.....	67
	D. PMDC – April 3 rd	
	E. Airport Commission – April 8 th	78
	F. Library Commission – April 9 th	
	G. Urban Renewal – April 10 th	
	H. Admin & Finance – April 11 th	
	I. Historical Commission – April 15 th	
XII.	MAYOR’S COMMENTS	
XIII.	CITIZEN’S COMMENTS (Limited to 5 minutes per person, at the discretion of the Mayor)	
XIV.	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.	
XV.	Kepha partial payment #14	
XVI.	ADJOURNMENT	

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

A.	Variance application – Ruth	
B.	Apple Blossom Committee – Amend Special Events Permit.....	17
C.	Airport Lease Agreement - Jan Zatoukal	18
D.	Airport Lease Agreement - Brenda Carter	30
E.	ORDINANCE #1375 - AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO, ADDING A NEW SECTION 15.04.100 TO CHAPTER 4 OF TITLE 15 OF THE PAYETTE MUNICIPAL CODE, WHICH SECTION SETS A FEE TO BE CHARGED FOR FAILING TO OBTAIN A BUILDING PERMIT; SETTING AN EFFECTIVE DATE; ALLOWING PUBLICATION IN SUMMARY FORM; ESTABLISHING SEVERABILITY; ESTABLISHING A PENALTY; ESTABLISHING A REPEALER – 1 st Reading...	42
F.	Special Events Permit – Killebrew Days.....	43
G.	Appointment to Admin & Finance – Mike Dart.....	50
H.	FY 2014 Budget Public Hearing Date.....	51
I.	Police Department Request for Destruction of Records.....	52
J.	Appointment to Historical Commission – Pat Townsend.....	53
XI.	DEPARTMENTAL REPORT	
A.	Police Department – March 2013.....	54
B.	Fire Department – March 2013.....	64
C.	Treasurer’s Report – March 2013.....	67
D.	PMDC – April 3 rd	
E.	Airport Commission – April 8 th	78
F.	Library Commission – April 9 th	
G.	Urban Renewal – April 10 th	
H.	Admin & Finance – April 11 th	
I.	Historical Commission – April 15 th	
XII.	MAYOR’S COMMENTS	
XIII.	CITIZEN’S COMMENTS (Limited to 5 minutes per person, at the discretion of the Mayor)	
XIV.	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.	
XV.	Kepha partial payment #14	
XVI.	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.

NOTICE OF PUBLIC HEARING

The Payette City Council will be conducting a Public Hearing during a regular scheduled meeting to receive input concerning the following request:

Consider public comment regarding the institution of new municipal fees for the Administration department for building permit fee violation, in accordance with Idaho Code 63-1311A. Information about the proposed increased rate may be obtained from City Hall during regular business hours.

The Public Hearing on the above requests will be held April 15th, 2013 at 6:30 PM, or shortly thereafter, in the Payette City Council Chambers, 700 Center Avenue, Payette, Idaho. Interested citizens may appear with regard to the foregoing items and will be given the opportunity to be heard in support of, or in opposition to the proposals. The Public is invited and encouraged to attend.

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.



NOTICE OF PUBLIC HEARING

The Payette City Council will be conducting a Public Hearing during a regular scheduled meeting to receive input concerning the following requests:

- A. An application by Jake & Heather Ruth for a Variance Application to the lot size requirements on a corner lot to build a 16x32 addition at 304 10th Ave No, N 99.5' of the W 69' of Lot 3 in Block 6 of T J. Lloyd's Sub. The property is zoned A- Residential.

The Public Hearing on the above requests will be held **April 15, 2013 at 6:45 PM**, or shortly thereafter, in the Payette City Council Chambers, 700 Center Avenue, Payette, Idaho. Interested citizens may appear with regard to the foregoing items and will be given the opportunity to be heard in support of, or in opposition to the proposals. The Public is invited and encouraged to attend.

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.

Tiffany Howell, Assistant City Clerk

STAFF REPORT

P&Z Public Hearing Date: March 28, 2013

Applicants Name: Heather Ruth

Describe Request: Variance to expand a structure on a non-conforming lot and minimum lot size requirements

Property Zoned: A-Residential

Address: 304 10th Avenue North

Property Size: 6,865.50 sq. ft.

Access: 6th Avenue South & River Street

Structures: Residential

Comp Plan: A-Residential

Surrounding Uses: Residential

Employees: No

Hours: N/A

Sign: N/A

Payette City Code:

17.24.040: AREA AND LOCATION REQUIREMENTS:

G. Minimum lot size shall be eight thousand (8,000) square feet unless it is a corner lot, which shall be a minimum of ten thousand (10,000) square feet. (Ord. 1271 § 1, 2006; Ord. 1204, 2002; Ord. 971 § 8, 1987; Ord. 887, 1978; Ord. 847, 1976; prior code § 11-6-1(B))

17.56.030: BUILDINGS OR STRUCTURES; RESTRICTIONS ON ALTERATIONS:

A nonconforming building or structure may be altered, improved, or reconstructed provided such work is not to an extent exceeding in aggregate cost sixty percent (60%) of the assessed value of the building or structure, unless the building or structure is changed to a conforming use. (Ord. 1204, 2002; prior code § 11-4-1(A)(2))

17.78.010: VARIANCES; PERMISSIBLE WHEN:

The city council shall consider variances to the terms of this title which will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this title will result

in undue hardship upon a landowner and under such conditions that the spirit of this title shall be observed and substantial justice done. A variance shall not be considered a right or special privilege, but may be granted to an applicant only upon showing of undue hardship because of the characteristics of the site. In acting upon a variance request, the city council shall make full investigation and shall only grant a variance upon finding that the following are true:

- A. That the granting of the variance will not be in conflict with the spirit and intent of the comprehensive plan for the city, and will not effect a change in zoning.
- B. That there are exceptional or extraordinary circumstances or conditions, applicable to the property involved, or the intended use thereof, which do not apply generally to the property or class of use in the district, so that a denial of the relief sought will result in:
 - 1. Undue loss in value of the property.
 - 2. Inability to preserve the property rights of the owner.
 - 3. The prevention of reasonable enjoyment of any property right of the owner.
- C. The granting of such relief will not be materially detrimental to the public health, safety or welfare, or injurious to the property or improvements of other property owners or the quiet enjoyment of such property improvements.
- D. That the reason for a variance was not caused by the owners, or previous owner's actions. (Ord. 1204, 2002)

Staff Comments:

Mr. & Mrs. Ruth have to tear out the current structure do to a crack in the concrete slab. This crack caused moisture in the walls with caused mold to grow. When tearing this down and re-pouring the concrete they would like to square off the house to make the master bedroom bigger.

Our recommendation is to approve the variance for the minimum lot size requirement



City of Payette

Variance Application

Non Refundable Fees:

Application..... \$200.00

Payette City Code 17.78.010

OFFICE USE ONLY

Date Received 3-7-13 Paid Y / N

Date of Notice _____

Date of Hearing _____

P&Z Action _____

City Council Action _____

Applicants Name JAKE & HEATHER RUTH
 Address 304 10th Ave North
 City Payette State ID Zip 83661
 Phone 208-405-5553 (Jake) Alt Number 208-405-5116 (Heather)

Please attach the following:

_____ Legal Description

_____ Map

_____ Proof of ownership

_____ Name & Addresses of all property owners & residents within 300 feet of the exterior boundaries of the land being considered. (This can be obtained at the Payette County Assessor's Office)

Street Address of the property 304 10th Ave North

Size of the property 69 feet x 99.5 feet

What is the property zoned Residential - A

Nature of Request

Describe the nature of the Variance requested To tear down existing bedroom and Add more square footage when rebuilding. 11x32 addition

Existing use of the property Single-Family Home

17.78.010 Variances – Permissible When: The City Council shall consider variances to the terms of this Title which will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Title will result in undue hardship upon a landowner and under such conditions that the spirit of this Title shall be observed and substantial justice done. A variance shall not be considered a right or special privilege, but may be granted to an applicant only upon showing of undue hardship because of the characteristics of the site. In acting upon a variance request, the City Council shall make full investigation and shall only grant a variance upon finding that the following are true:

A. That the granting of the variance will not be in conflict with the spirit and intent of the comprehensive plan for the City, and will not affect a change in zoning.

B. That there are exceptional or extraordinary circumstances or conditions, applicable to the property involved, or the intended use thereof, which do not apply generally to the property or class of use in the district, so that a denial of the relief sought will result in:

1. Undue loss in value of the property.
2. Inability to preserve the property right of the owner.
3. The prevention of reasonable enjoyment of any property right of the owner.

C. the granting of such relief will not be materially detrimental to the public health, safety or welfare, or injurious to the property or improvements of other property owners or the quiet enjoyment of such property improvements.

D. That the reason for a variance was not caused by the owners or previous owner's actions.
(Ordinance 1204, 2002)

Narrative statement indicating why the requested variance conforms to the guidelines set forth in the Zoning Ordinance _____

We need to tear-down existing master bedroom due to A cracked concrete slab. This caused moisture to rise up and created mold. When re-building we would like to square off the house to make bedroom larger & add A bathroom.

A variance requires an applicant to show two particular aspects before the variance is considered.

1. Describe the unique site characteristic (which is natural) showing reason for request _____

Because we do not meet the 10,000 square foot lot size required by the city on A corner lot.

2. If unique site exists show how request granted is not contrary to public interest outline in the comprehensive plan and zoning ordinance _____

We have discussed our situation with our neighbors and they are all in agreement of this proposed plan.

Requests for Granting a Variance

The following conditions must be fulfilled before a variance can be considered by the Planning & Zoning Commission. Showing that a variance is profitable or desirable for the owner and no harm will be done to others is not sufficient.

Below each requirement explain why your request conforms:

1. Show how granting of variance will not affect a change in zoning Because we
are not going any closer to our property lines
than we already are.

2. Explain any exceptional or extraordinary circumstances or condition applicable to the property involved, or the intended use thereof, which do not apply, generally to the property of use in zoning district. So that if the request is denied it will result in undue loss in value, inability to preserve property rights

Still a ~~is~~ single-family home / Residential

3. Indicate the alleged hardship. Has the hardship been created by the action of the property owner or the applicant? (i.e. applicant did not reduce size of the lot by prior sale)

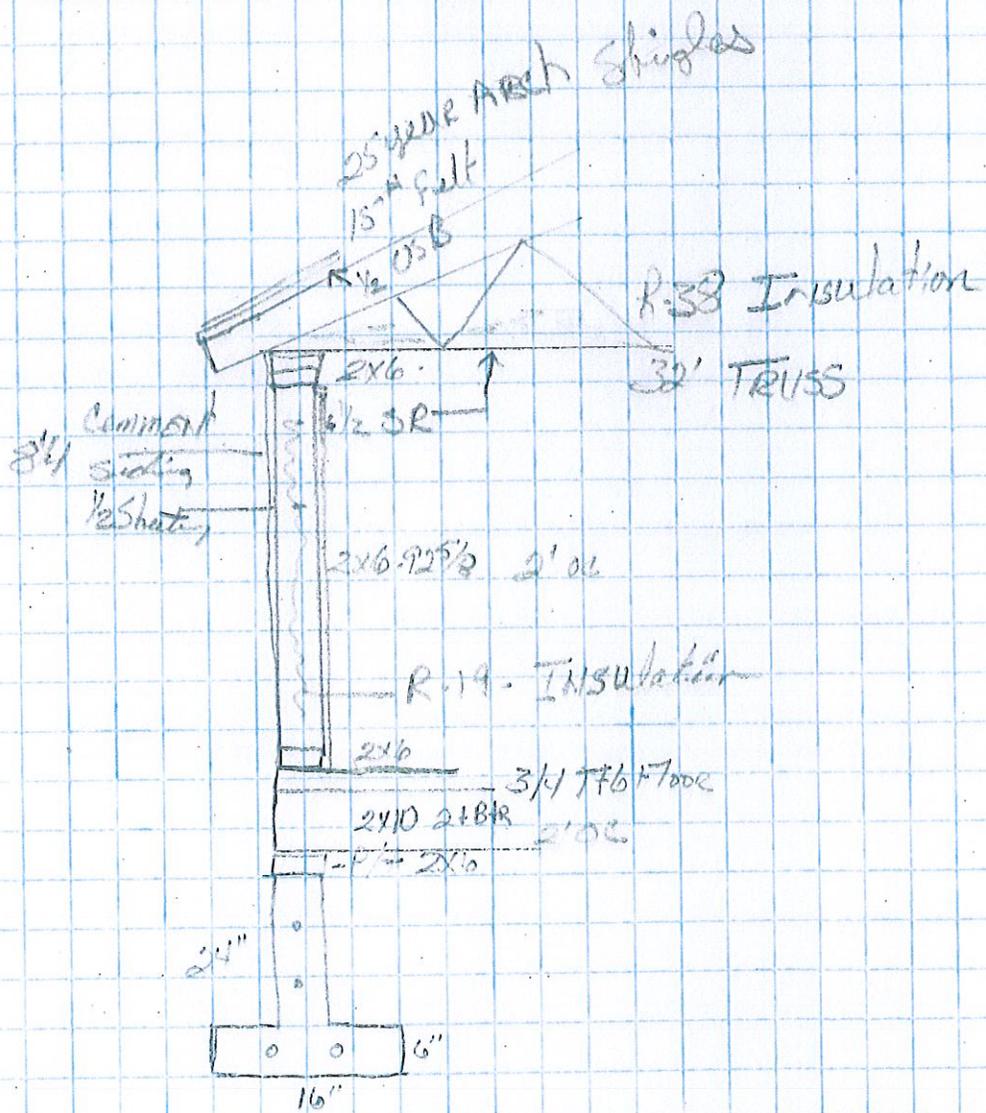
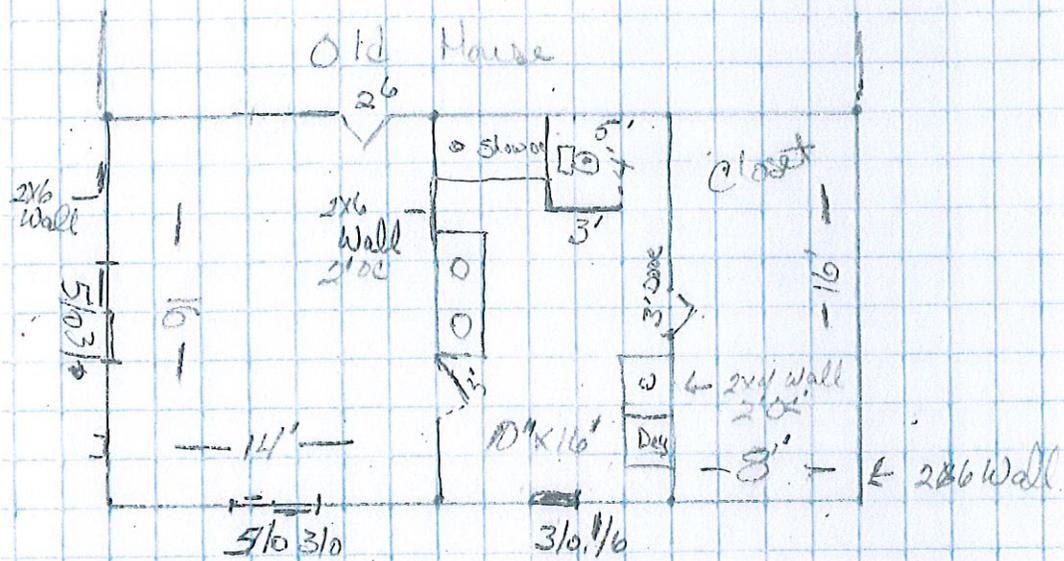
Cracked concrete slab / moisture caused mold.
No, because we did not build the bedroom
it was there when we purchased home.

4. Approval of the variance will not be in conflict with the interest of the neighborhood or public interest in general. (Health, safety or welfare)

No.

3/6/2013
Date

Neerther Ruma / Jacob Raths
Signature



North 10th HWY

69

25

25

32

12'

29

29

Old House

East

12'

16'

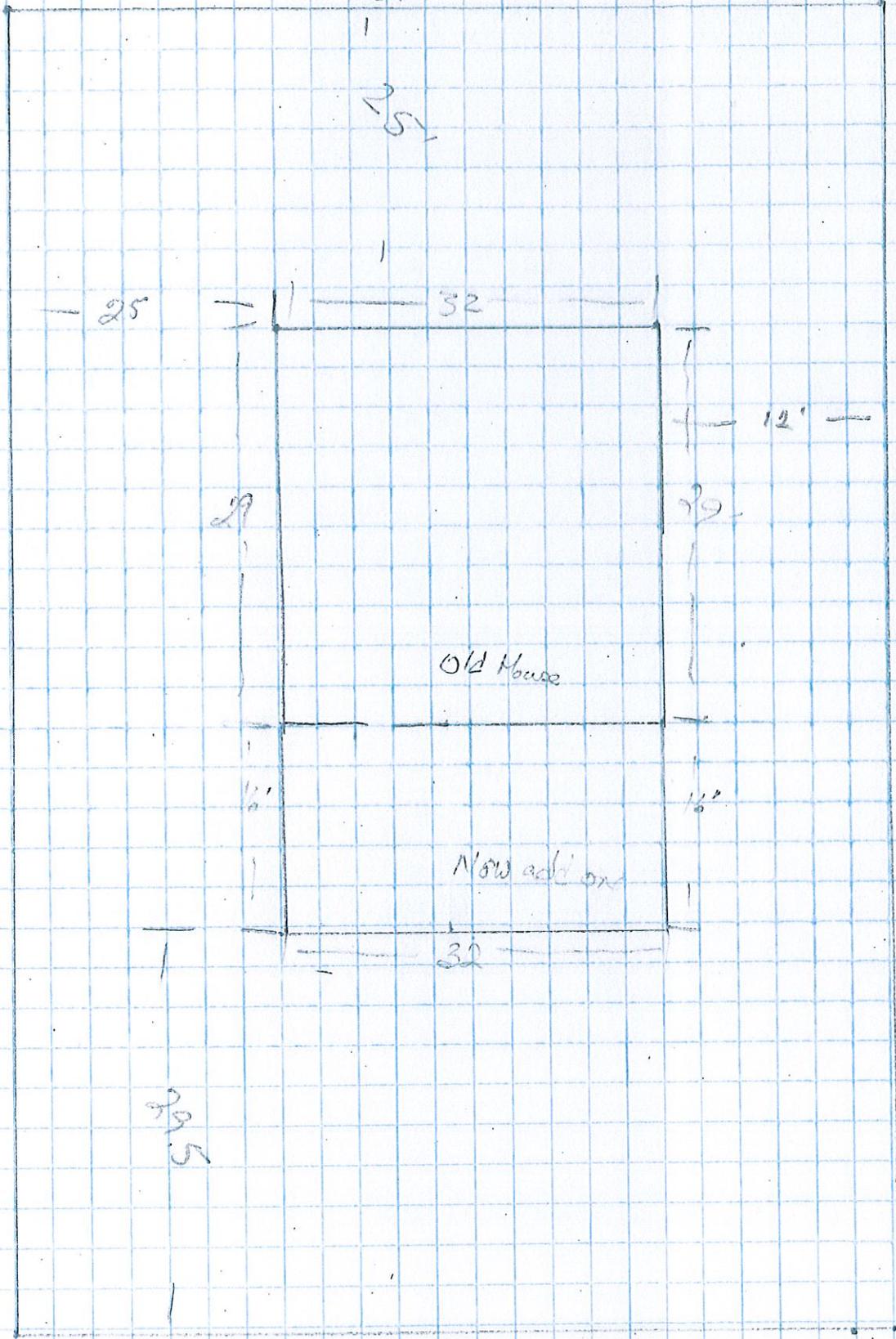
New addition

32

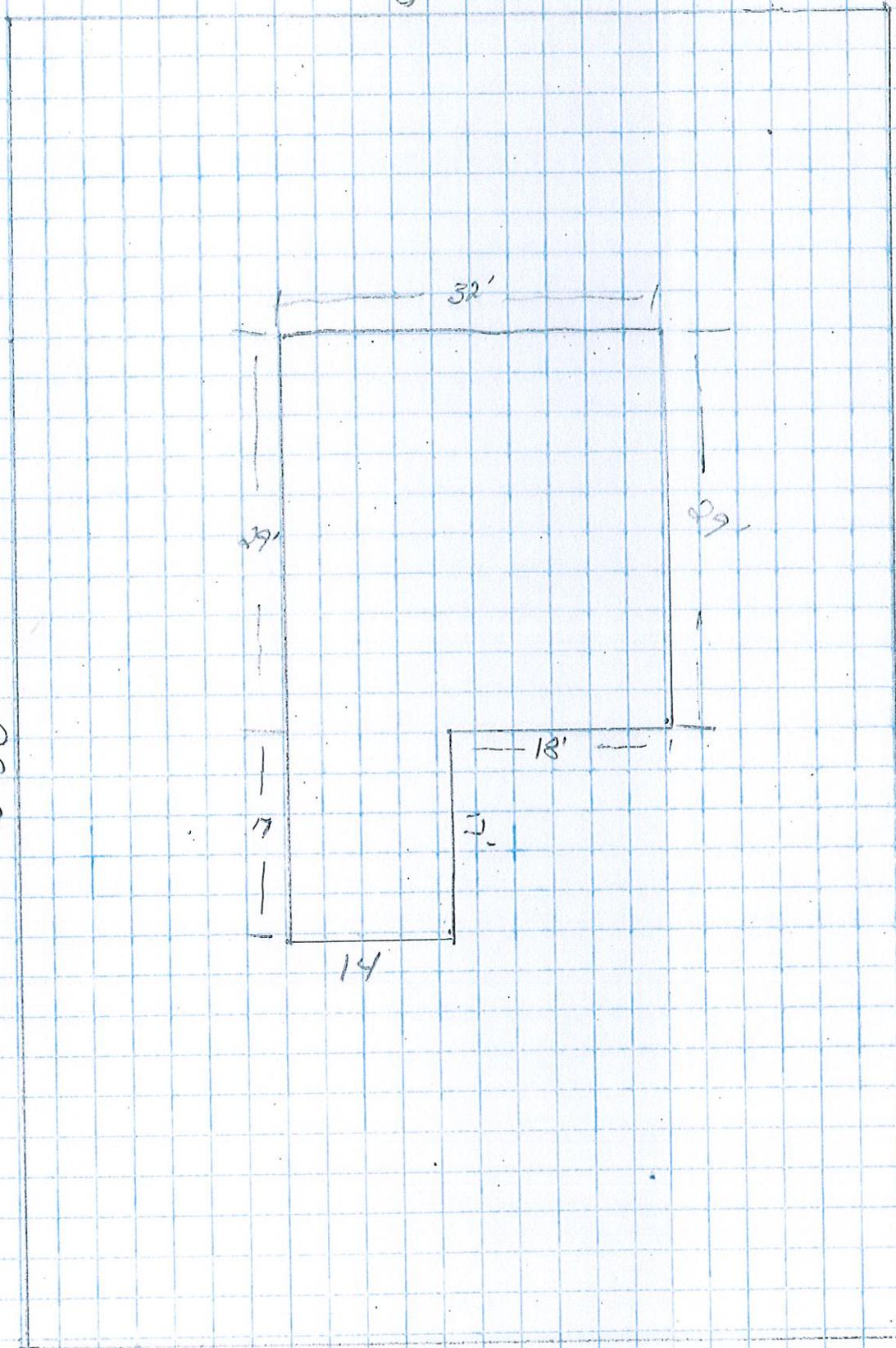
20 5

South

West



North 10° 15' 16
69'



West

Q9.5

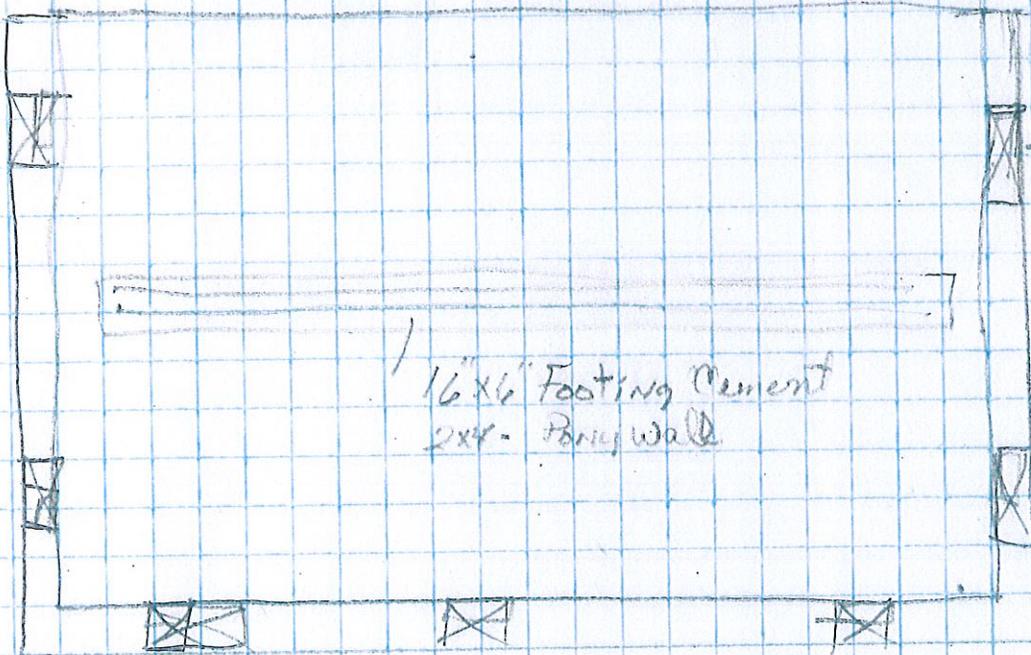
Q9.5

East

South

OLD House

16'



16x8 Vent

16x16 Footing Cement
2x4 - Bony Wall

32'

TTU
4001

★ 1/183

8' ALLEY 99.5' N 3RD ST 8' AL

122.50

457
001

1

5

TTU
3003B

TTU
3003A

TTU
3002

TTU
4451
3001

T.J.L

120

60

120

8' ALLEY 99.5'

4461-1
6003B

69

3

4461
6003A

90 2

4460
6002A

6

1

4459
6001A

50

TTU

Transfer of Ownership

Owner	Consideration	Transfer Date	Deed Book/Page	Deed Type
SODERMAN ERIC A	0	08/01/2006	WD 337373	WD
ALEXANDER HALLIE C	0	07/07/2005	WD 326953	WD
ALEXANDER, BENJAMIN L & HALLIE C	0	10/11/2001	296786	

RUTH JACOB T & HEATHER J
304 10TH AVE N
PAYETTE, ID 83661
N 99.5' OF W 69' OF LOT 3, BLK 6 T.J.
LLOYD SUB

Neighborhood Number
10030

Neighborhood Name
P-3

TAXING DISTRICT INFORMATION

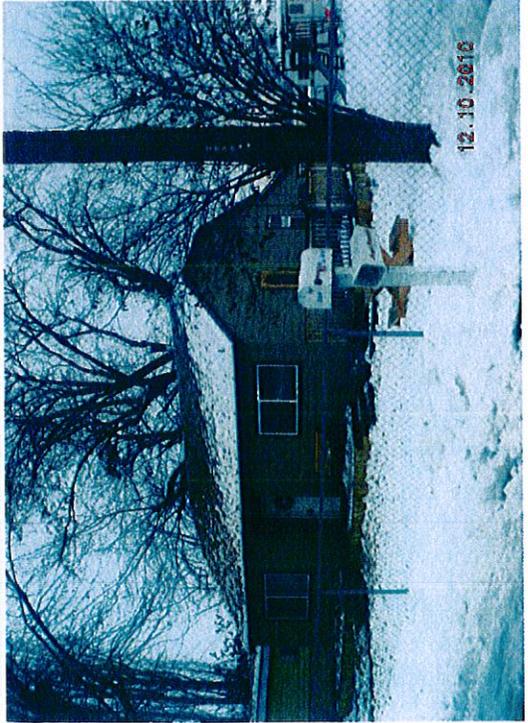
Jurisdiction Name Payette
Area 001
District TAG 00
Census Tract 0

Valuation Record

Assessment Year	2006	2007	2008	2009	2010	2011	2012
Reason for Change	5Y Reval						
MARKET VALUE	L I T	8360 50900 59260	22110 58590 80700	21570 58590 80160	21570 58590 80160	19410 51860 71270	19410 21560 40970
		Value Update	Value Update	Value Update	Value Update	5Y Reval	Value Update

Site Description

Topography
Public Utilities
Street or Road
Neighborhood
Zoning:
Legal Acres:
0.0000

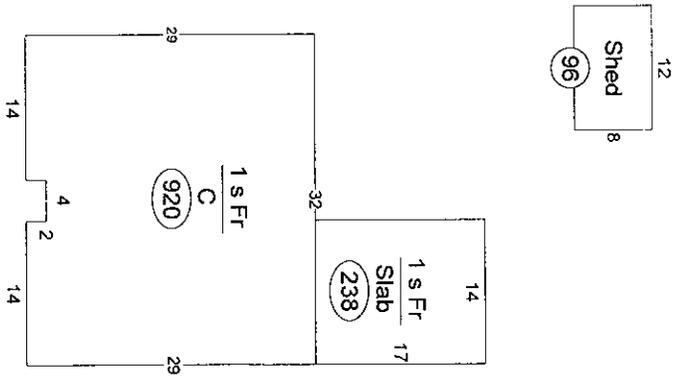


Land Size

Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor
City Lot		6 L -10%	

Physical Characteristics

Style: 12 Pre 1950 801-1400 SqFt
 Occupancy: Single family - Owner
 Story Height: 1.0
 Finished Area: 1158
 Attic: None
 Basement: None
 ROOFING
 Material: Comp sh to 235#
 Type: Gable
 Framing: Std for class
 Pitch: Not available
 FLOORING
 Sub and joists 1.0
 Base Allowance 1.0
 EXTERIOR COVER
 Wood siding 1.0
 INTERIOR FINISH
 ACCOMMODATION
 Finished Rooms 5
 Bedrooms 3
 HEATING AND AIR CONDITIONING
 Primary Heat: Forced hot air-gas
 Lower Full Part
 /Bsmr 1 Upper Upper
 PLUMBING
 # TF
 3 Fixt. Baths 2 6
 Kit Sink 1 1
 Water Heat 1 1
 TOTAL 8
 REMODELING AND MODERNIZATION
 Amount Date



Special Features

Description

ID	USE	Story Height	Const Type	Grade	Year Cons	Eff Year	Cond	Size of Area
D 01	DWELL SHED	0.00	1	Fair Avg	1945	1945	AV AV	1158 96

Summary of Improvements

ID	USE	Story Height	Const Type	Grade	Year Cons	Eff Year	Cond	Size of Area
D 01	DWELL SHED	0.00	1	Fair Avg	1945	1945	AV AV	1158 96



Google ear

© 2013 Google,
© 2013 Google

5 ft

**MINUTES
PAYETTE CITY COUNCIL
Public Hearing&Regular Meeting
April 1st, 2013**

ROLL CALL

Members Present: Mayor Jeff Williams, Mark Heleker, Jeff Sands, Ivan Mussell, Lee Nelson, Georgia Hanigan, and Craig Jensen
Members Absent: None
Staff Present: Mary Cordova, City Coordinator; Mark Clark, Police Chief; Steve Castenada, Fire Chief; Becky Lynch, Administrative Services Clerk

6:45 PM – Public Hearing

Bert Osborn conducted the public hearing.

- A. An application by Mike Moon for a Variance to the side setback to allow a pre-constructed garage at 2065 3rd Ave N, E 35.52' Lot 2 & W 55.54' Lot 3 of Uehlings 2nd Sub. The property is zoned A-Residential

Connie Moon, 9086 Kemp Road, Middleton, Idaho, addressed the Council. Connie informed the council that the neighbor will be selling property next to them and the neighbors are not going to oppose having the building approved where it sits now. The water line and any code corrections to the structure will be done by Dave Jeffries, the contractor. We have taken the house off the market until hearing the Council's decision. Connie stated to the Council that she hopes this variance will be granted. Mayor Williams no longer has a conflict of interest to this issuedue to the previous buyer no longer pursuing purchase of the property. Councilor Hanigan asked if Planning and Zoning had recommended this to be approved and Cordova replied, yes.

The public hearing ended at 6:49 p.m.

7:00 PM – Regular Meeting

A regular meeting of the Payette City Council was called to order at 7:00PM by Mayor Jeff Williams in the City Council Chambers of Payette City Hall, 700 Center Avenue.

ROLL CALL

Members Present: Mayor Jeff Williams, Mark Heleker, Ivan Mussell, Jeff Sands, Georgia Hanigan, Lee Nelson, and Craig Jensen
Members Absent: None
Staff Present: Mary Cordova, City Coordinator; Bert Osborn, City Attorney, Becky Lynch, Administrative Services Clerk; Steve Castenada, Fire Chief; and Mark Clark, Chief of Police

PLEDGE

Steve Castenada led the pledge of allegiance.

CITIZENS COMMENTS

None heard

APPROVAL OF MINUTES

A motion was made by Heleker and seconded by Nelson to approve the EAA lease agreement with changes to paragraph 4 on page 8 as quoted by City Attorney Bert Osborn to read as 'heating shall meet all fire codes and approved in advance by the fire chief, and utilities are to be billed on a monthly basis.

At the roll call:

Ayes: Heleker, Mussell, Hanigan, Sands, Jensen and Nelson

Nays:

The motion CARRIED.

C. Re-Appoint Library Trustee – Erica Bazil

A motion was made by Heleker and seconded by Mussell to reappoint Erica Bazil to the Library Board of Trustees.

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

D. Resolution #2013-04 – Declaration of Disposal – Fire Truck #604

Chief Castenada addressed the Council and stated that this truck is 36 years old and has a lengthy list of mechanical problems. Chief Castenada stated that he is not asking for a replacement engine at this point, the truck is just not useful. A discussion followed. Cordova informed the Council that the Fire Department needs new equipment, the next truck in line is 26 years old, we will be looking for as many grants as we can to help with funding and we all need to think of the future budgets to start setting money aside to help with this new equipment.

The Mayor and Council asked to have this resolution brought back at a later time.

E. Ordinance #1373- AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO, AMENDING SECTIONS 16.24.010 AND 16.24.040 IN CHAPTER 16.24 OF TITLE 16; SETTING AN EFFECTIVE DATE; ALLOWING PUBLICATION IN SUMMARY FORM; ESTABLISHING SEVERABILITY; ESTABLISHING A REPEALER – 1ST Reading

A motion was made by Heleker and seconded by Nelson suspend the rules and introduce Ordinance #1373 by title only.

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

A motion was made by Heleker and seconded by Sands to pass Ordinance #1373 on its first reading

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

A motion was made by Mussell and seconded by Heleker that Ordinance #1373 do pass.

At the roll call:

Ayes: Heleker, Mussell, Hanigan, Sands, Jensen and Nelson

Nays:

The motion CARRIED.

F. ORDINANCE #1374 – AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO AMENDING SECTION 16.16.030 IN CHAPTER 16.16 OF TITLE 16; SETTING AN EFFECTIVE DATE; ALLOWING PUBLICATION IN SUMMARY FORM; ESTABLISHING SEVERABILITY; ESTABLISHING A REPEALER – 1st Reading

A motion was made by Heleker and seconded by Nelson suspend the rules and introduce Ordinance #1374 by title only.

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

A motion was made by Heleker and seconded by Sands to pass Ordinance #1374 on its first reading

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

A motion was made by Heleker and seconded by Jensen that Ordinance #1374 do pass.

At the roll call:

Ayes: Heleker, Mussell, Hanigan, Sands, Jensen and Nelson

The motion CARRIED

G. GJZ – Amendment to Agreement – Library

A motion was made by Hanigan and seconded by Mussell to approve the amendment to the GJZ Agreement for construction of the amphitheater at the Library not to exceed \$3,870.00.

At the roll call:

Ayes: Heleker, Mussell, Hanigan, Sands, Jensen and Nelson

Nays:

The motion CARRIED.

H. KEPHA Partial Payment #17

A motion was made by Nelson and seconded by Hanigan to approve partial payment #17 to KEPHA Construction in the amount of \$6,650.00

At the roll call:

Ayes: Heleker, Mussell, Hanigan, Sands, Jensen and Nelson

Nays:

The motion CARRIED.

I. Special Events Permit- Azteca Soccer League

Michael Martin- 2403 Julie Lane—Payette, Idaho

Martin addressed that Council and stated that last year during the Azteca Soccer season, having the English/Spanish signage helped a lot with trash being picked up at the Gateway park during games. Martin is asking to have the special event permit granted again for this year. Mayor Williams asked Martin if the teams that had problems are to come here or just the Payette teams. Martin stated that they only want the Payette teams to be playing at Gateway Park. Councilor Heleker asked if the soccer league will have at least one Payette team playing in the Park, and Martin replied yes, there will always be a Payette team playing when using the field. Councilor Heleker asked when the season ends for the Azteca league, and Martin's response was in October.

A motion was made by Heleker and seconded by Nelson to approve the Special Events Permit to have at least one Payette team playing during use of the Gateway Park for soccer games on Sundays to include proper signs, supervision, and reserving the right to revoke the Special Events Permit upon complaints.

After a unanimous voice approval by the City Council, the motion CARRIED

J. ITD- Overpass railing paint-

Mayor Williams informed the Council that ITD asked what color of paint the City would like to see on the overpass bridge railing, a part of Highway 52, from the three choices in the packet. Councilor Mussell stated that wrapping different colored ribbon around it periodically could look nice. The consensus of the Council is to paint the railing black.

A motion was made by Heleker and seconded by Sands to recommend to ITD that the consensus of the Council is to paint the railing of the bridge black.

After a unanimous voice approval by the City Council, the motion CARRIED

K. Special Events Permit- Apple Blossom Festival

A motion was made by Sands and seconded by Mussell to approve the Special Events Permit to the Apple Blossom Festival while also working and cooperating with City Staff.

After a unanimous voice approval by the Council, the motion
CARRIED

L. Gabbano Club- Beer & Wine License

The applicant was not present to address the Council regarding questions of Public Safety concerns.

A motion was made by Heleker and seconded by Mussell to decline the Beer & Wine License for Gabbano Club due to lack of public safety requirements and the applicant is not here to speak.

At the roll call:

Ayes: Hanigan, Jensen, Nelson

Nays: Heleker, Mussell, Sands

The motion TIED

Mayor Williams broke the tie, voting NAY.

The motion FAILED

A motion was made by Heleker and seconded by Nelson to table the Gabbano Club Beer & Wine application to the next regularly scheduled meeting.

After a unanimous voice approval by City Council, the motion
CARRIED

DEPARTMENTAL REPORTS

- A. Public Safety Meeting – March 20th Councilor Heleker found interesting the need for an urban interface truck which could work on the range/ hill fires and is also 4-wheel drive, these trucks would pump well while moving. Chief Castenada informed the committee further on the details of this type of truck.
- B. Forestry Commission – March 25th Councilor Hanigan stated that the Arbor Day celebration will be at 1pm on April 26th, 2013, not 1:30pm.
- C. Parks & Recreation – March 27th Councilor Hanigan stated that the minutes drafted appear accurate
- D. Historical Meeting – April 1st everyone is excited about the walking tour book being close to completion.

MAYOR'S COMMENTS

Mayor Williams asked about the Londell Spencer property regarding property taxes, this inquiry was directed towards City Attorney Bert Osborn; a small discussion followed. A reminder that April 11th is the Payette County Planning and Zoning Work Session; they will be discussing Gas & Oil and asks the council members to please attend this meeting to hear the information being presented. Attorney Bert Osborn stated that this would be considered a work session if all members of Council were to attend.

CITIZEN'S COMMENTS

Allan Massey- 1920 3rd Avenue South- Payette, ID

Massey addressed the council and stated that Chief Castenada has spoken well about the need for a fire engine, I understand that he is wanting to give us all a heads up but in the past few years we have not been as good as we should have been to build the funds as we needed to, and this will be an expensive thing to pay attention to in our budget. While we can't put a lot of funds in, but put what we can because this will come up later and it's a lot of money at any one point. Mr. Massey said this

would be something that really needs to be planned for and he wanted to make sure the Council is aware of it.

ADJOURNMENT

A motion was made by Heleker and seconded by Nelson to adjourn the regular meeting at 8:40 PM.

The motion CARRIED.

Signed this ____ day of _____, 2013.

Jeff Williams, Mayor

ATTEST:

Mary Cordova, City Clerk

CITY OF PAYETTE
 APRIL 15, 2013

CITY PAYROLL	4/5/2013	ET	91,681.95
ACTION COURIERS	4/15/2013	7944	25.20
ACTION MEDICAL	4/15/2013	7945	34.75
ALBERTSON'S	4/15/2013	7946	334.29
AMERICAN CHILLER SERVICE	4/15/2013	7947	716.46
ANALYTICAL LABORATORIES	4/15/2013	7948	98.00
ANDERSON EXCAVATING	4/15/2013	7949	1,100.00
BDS	4/15/2013	7950	1,570.10
BRANOM INSTRUMENT	4/15/2013	7951	506.85
BURKE ELECTRIC	4/15/2013	7952	75.00
CENGAGE LEARING	4/15/2013	7953	59.96
CENTURYLINK	4/15/2013	7954	1,332.81
CITY CLEANERS	4/15/2013	7955	179.70
CLAY PEAK LANDFILL	4/15/2013	7956	1,009.25
DERRICK, DUSTY	4/15/2013	8004	71.95
DIG LINE	4/15/2013	7957	63.82
ERA	4/15/2013	7958	499.02
FEDEX	4/15/2013	7959	100.14
FERGUSON	4/15/2013	7960	1,377.18
FLEET SERVICES	4/15/2013	7961	5,788.71
GALLS	4/15/2013	7962	374.72
HARDIN SANITATION	4/15/2013	7963	872.36
HEATHERLY FORENSIC POLYGRAPH	4/15/2013	7964	375.00
HOLLADAY ENGINEERING	4/15/2013	7965	3,899.72
ICRMP	4/15/2013	7966	44,678.42
IDAHO DEPT. OF LABOR	4/15/2013	7967	1,368.32
IDAHO POWER	4/15/2013	7968	15,279.55
INDEPENDENT ENTERPRISE	4/15/2013	7969	38.76
INTERMOUNTAIN COMMUNITY BANK	4/15/2013	7970	3,125.62
INTERMOUNTAIN GAS	4/15/2013	7971	3,744.01
INTERSTATE ALL BATTERY	4/15/2013	7972	96.75
ISPEED	4/15/2013	7973	160.00
KEPHA CONSTRUCTION	04/02/13	7942	6,650.00
L.N. CURTIS	4/15/2013	7974	32.91
LHTAC	4/15/2013	7975	520.00
LIBRARY STORE	4/15/2013	7976	128.77
NAPA AUTO PARTS	4/15/2013	7977	922.24
ONTARIO BEARING	4/15/2013	7978	73.62
ONTARIO PIPE SUPPLY	4/15/2013	7979	344.92
OREGON CORRECTIONS	4/15/2013	7980	303.00
OSBORN, BERT L.	4/15/2013	7981	2,700.00
OXARC	4/15/2013	7982	915.64
PAETEC	4/15/2013	7983	20.02
PAPERCLIPS A MORE	4/15/2013	7984	926.36
PAYETTE COUNTY PARAMEDICS	4/15/2013	7985	100.00
PAYETTE COUNTY SHERIFF	4/15/2013	7986	21,497.21
PAYETTE TIRE CENTER	4/15/2013	7987	1,426.97
PETTY CASH	4/15/2013	7988	38.48
PROPET DISTRIBUTORS	4/15/2013	7989	236.90
RADAR SHOP	4/15/2013	7990	590.00
RHINEHART, LARRY & KATHY	4/15/2013	7991	1,450.00
RIPPIN' STITCHES EMBROIDERY	04/09/13	7943	1,751.00
RUSH TRUCK	4/15/2013	7992	8.70
S & H	4/15/2013	7993	182.51
SAV-ON BLDG	4/15/2013	7994	159.44
STATE TAX COMMISSION	04/02/13	7941	332.81
SYME ELECTRIC	4/15/2013	7995	178.20
T.A. WELDING	4/15/2013	7996	240.00
TOOMBS JANITORIAL	4/15/2013	7997	148.93
TREASURE VALLEY PLUMBING	4/15/2013	7998	550.00
UPS	4/15/2013	7999	17.67
UPSTART	4/15/2013	8000	401.96
VERIZON WIRELESS, BELLEVUE	4/15/2013	8001	649.67
WATER ENVIRONMENT FEDERATION	4/15/2013	8002	82.00
WIENHOFF DRUG TESTING	4/15/2013	8003	25.00

224,243.30



Thank you for your generous donation to the Rawhiders 4-H Club. Your support guarantees life time opportunities and learning experiences which will allow our members to grow and develop to their fullest potential.

Thank you



RECEIVED

APR 09 2013

CITY OF PAYETTE



February 27, 2013

Mayor Jeff Williams
700 Center Avenue
Payette, Id 83661

Dear Tree City USA Supporter,

On behalf of the Arbor Day Foundation, I write to congratulate Payette on earning recognition as a 2012 Tree City USA and for receiving a Growth Award. Residents of Payette ought to be proud to live in a community that makes the planting and care of trees a priority.

Your community joins more than 3,400 Tree City USAs, with a combined population of 140 million. The Tree City USA program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters.

As a result of your commitment to effective urban forest management, you already know that trees are vital to the public infrastructure of cities and towns throughout the country, providing numerous environmental, social and economic benefits. In fact, trees are the one piece of community infrastructure that actually increases in value over time.

We hope you are excited to share this accomplishment. Enclosed in this packet is a press release for your convenience as you prepare to contact local media and the public. If you wish to receive an electronic version of the release, please email Sean Barry, Director of Media Relations at sbarry@arborday.org and we will reply with a copy within one business day.

State foresters are responsible for the presentation of the Tree City USA flag and other materials. We will forward information about your awards to Gerry Bates in your state forester's office to coordinate presentation. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your commitment to the people and trees of Payette and thank you for helping to create a healthier planet for all of us.

Best Regards,

A handwritten signature in black ink that reads "John Rosenow".

John Rosenow
Chief Executive

cc: Bobbie Black

enclosure

FOR IMMEDIATE RELEASE:

Arbor Day Foundation Names Payette Tree City USA, Growth Award Winner

Payette, Id was named a 2012 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management. This is the 14th year Payette has earned the national designation.

The community also received a Tree City USA Growth Award for demonstrating environmental improvement and a higher level of tree care.

Payette achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree-care ordinance, an annual community forestry budget of at least \$2 per capita and an Arbor Day observance and proclamation.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

“Everyone benefits when elected officials, volunteers and committed citizens in communities like Payette make smart investments in urban forests,” said John Rosenow, founder and chief executive of the Arbor Day Foundation. “Trees bring shade to our homes and beauty to our neighborhoods, along with numerous economic, social and environmental benefits.”

Cleaner air, improved storm water management, energy savings and increased property values and commercial activity are among the benefits enjoyed by Tree City USA communities.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation: The Arbor Day Foundation is a nonprofit conservation and education organization of one million members, with the mission to inspire people to plant, nurture and celebrate trees. More information on the Foundation and its programs can be found at arborday.org, or by visiting us on [Facebook](#), [Twitter](#) or our [blog](#).

March 27, 2013

City of Payette
700 Center Avenue
Payette, ID 83661

RECEIVED

MAR 29 2013

CITY OF PAYETTE

Dear City Council and Mary Cordova:

Due to health issues, I've made a difficult but timely and correct decision to retire effective March 27th, 2013. The decision is a hard one — I love my work and the wonderful people I've been privileged to call my clients.

But my decision is also timely. While I'm not of the vintage associated with green eyeshades and hand-crank adding machines, I'm still in awe of the technological advances of these past few decades that are second nature to the younger people in the Firm. Yet I am nearing retirement age, and my retirement coupled with our decision to hire another very experienced CPA recently (who is Kurt's age and therefore younger and more energetic than this old horse) will allow them and the rest of the staff to fully move forward with the very latest innovations consistent with the 21st century CPA firm. For starters, as the Firm is growing beyond that of a family owned business, the name has been changed to FQT CPAs, P.C. We kicked around a few different names, but upon realizing our goal to our clients has always been one of **Financial Quality and Timeliness**, we decided the new name would be an acronym of that goal.

And, finally, my decision is the correct one. My ears were damaged during my military service and this situation has accelerated in recent years, especially the last few. On top of that, I now have some serious eye/vision issues that manifested themselves this past income tax filing season to the point there was no question about trying to continue my public accounting duties. Despite having a corneal transplant, the constant stress on my eyes was too much, so I had to make the choice to remove myself from my duties if my eyesight was to have any chance at all of getting better.

It is never easy to say goodbye but knowing I leave you in excellent hands with the experienced CPAs & crew gives me a lot of comfort. *Please rest assured that your audit files and the issues unique to your organization are in knowledgeable and familiar hands and that I have taken the time to go over them with the others to ensure a seamless transition.*

I've also subjected my eyes to a lot of strain in the various and sundry writing and research projects and hobbies I've been involved in over the years, but that had to come to an end as well. Yet I've promised myself that I've just retired from a lot of reading and writing — I haven't retired from life itself, and I plan on starting my retirement by doing more outdoor activities that require a lot less eye strain. One thing I've always wanted to do but have not had the time for until now is to see if somehow I can start a home for pets no longer wanted because the animals have health issues, are getting on in years, or their owners simply no longer find their companionship convenient.

I'd like to see such animals spend their last days in peace and beauty, loved to the very end. I have been blessed with numerous dogs over the years, and there is just something about an old dog that strikes a special chord in my soul. I have always cherished one of the very last bits of advice given by Mark Twain, written in March 1910 just a few weeks before his death: *Leave your dog outside. Heaven goes by favor. If it went by merit, you would stay out and the dog would go in.*

Warmest regards,



Tim Folke

This pertain to individuals applying for a beer/wine or liquor license, if you are not applying for the named licenses please skip this section, but don't forget to sign and date the last page.

Are you the owner of the premises?

YES NO (No business license will be issued without a certified copy of your lease)

If you are applying for a beer/wine or liquor license, have you given City Hall a site plan of your building?

YES NO (No business license will be issued without a site plan)

Have you given City Hall a copy of four references to your good moral character?

YES NO (No business license will be issued without a copy of references)

Have you given City Hall a copy of your State and County beer and wine and/or liquor licenses?

YES NO (No business license will be issued without a copy of these licenses)

Are you operating as a partnership or a corporation?

YES (if you answered yes to this question, please see below) NO

If you answered yes to the above question above, please note that no business license will be issued without a list of names and address of those involved, and a copy of the articles of incorporation or articles of partnership.

Below please list the names and addresses of all persons who will have any financial interest in any business to be carried on, in or upon the licensed premises:

Name: None Address: None

Name: None Address: None

I am 21 years of age or older and of good moral character?

YES NO

I have been convicted of a felony in the last 5 years?

YES NO

I have been convicted of a crime involving moral turpitude?

YES NO

I HEREBY CERTIFY that this statement of application to be true and correct, and by signing this I understand that my partners and I may be subject to a background check by the City of Payette. **I HEREBY CERTIFY** to abide by the laws of the State of Idaho, County of Payette, and the City of Payette.

Printed Name: Sergio Castro Title: owner

Signature: Sergio Castro Date: 3-29-13

FIRE INSPECTION AND SAFETY REPORT

Payette City Fire Department
(208) 642-6028

130100120

Date 3/29/2013 Location 109 Nth MAIN Phone # _____

Owner SERGIO CASTRO

Occupant _____

RECORD OF INSPECTION

Main Floor TABLES NEED SET UP

2nd Floor N/A

3rd Floor N/A

Basement N/A

Occupancy Posted 62 FRONT PART / 168 BACK UNABLE TO SET W/O TABLES

Proper Number of Exits and Signs Posted GOOD 4/8/13 TABLES + CHAIRS ARE SET

Proper Exit Swinging Doors GOOD

Proper Door Locks Installed GOOD

Are Exit Accesses Clear GOOD

Furnace Room GOOD OVER HEAD

Storage Rooms N/A

Fire Extinguishers GOOD

Kitchen Areas N/A

Breakroom N/A

Housekeeping General GOOD

Smoke Detectors N/A

Sprinkler Systems: Yes ___ No X

Alarm System NEEDS ACTIVATED

Stairways N/A ALARM ACTIVATED 4/8/13

Outside of Building GOOD

Trash Containers Proper Distance from Buildings: Yes X No ___

General Appearance of Electrical Panels and Cords GOOD

Emergency Lighting Required: Yes X No ___ GOOD

Additional Remarks: _____

If the remarks made above indicate a fire or safety hazard, it is your responsibility to correct the deficiencies and notify this office for re-inspection. Thank you for your cooperation.

Inspected by: [Signature] 15 y Owner/Manager: [Signature]

Grant Wayne Baxter
490 East Lane SUIT #2
Ontario Oregon 97914
(541)-889-6070

Steve Lange
2415 SW 1st AVE
Fruitland ID 83619
(208) 452-6680

Joseph Daniel Baldacchi
5879 Butte road
New Plymouth ID 83655
(925) 360-1436

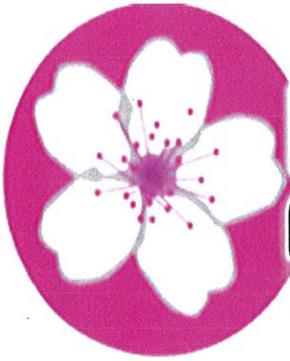
Aurora Granados
9495 W. Chinden
Meridian, ID 83642
(208) 286-9530

REFERENCES

RECEIVED

APR 05 2013

CITY OF PAYETTE



PAYETTE APPLE BLOSSOM FESTIVAL

P.O. Box 154

Payette, Idaho

83661

April 3, 2013,

City Of Payette

700 Center Ave.

Payette, ID 83661

To Whom It May Concern;

The Apple Blossom Committee would like to amend our application for the Apple Blossom Festival to include the usage of Bancroft Park on the corner of Center Avenue and Main Street on both Friday May 17, 2013 and Saturday May 18, 2013. It has come to our attention that the various clubs and organizations affiliated with the Middle School and the High School would like to setup booths promoting their clubs and organizations on Friday afternoon and Saturday after the parade. We feel it is necessary to amend the application to encourage the youth in the community to be a part of the Apple Blossom Festival.

Sincerely,

Twana Morin President

Kathy Clements Vice President



PAYETTE MUNICIPAL AIRPORT GROUND LEASE AGREEMENT

Jan Zatloukal

This Lease Agreement is made and signed this _____ day of _____, 2013 by and between the City of Payette, "Landlord" and Jan Zatloukal ("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 2870 Airport Road #C-04, 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 1,760 square feet of space within the Leased Premises.
 - b. Accordingly, the rent during the primary term of this Lease is \$176.00 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. **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 City Council 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 1 or 3 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:

Jan Zatloukal
104 N. 21st Street
Payette, ID 83661

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 Jan Zatloukal 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.

**BOUNDARY DESCRIPTION
LEASE AGREEMENT – HANGAR C-04**

In Township 9 North, Range 5 West, Boise Meridian, Payette County, 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 S68°23'26"E 1234.32 feet, to the **POINT OF BEGINNING**;

thence S89°14'39"E 44.00 feet;

thence S00°45'21"W 45.00 feet;

thence N89°14'39"W 22.00 feet;

thence N00°45'21"E 10.00 feet;

thence N89°14'39"W 22.00 feet;

thence N00°45'21"E 35.00 feet; to the **POINT OF BEGINNING**.

Containing 1,760 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.

THIS DESCRIPTION WAS DERIVED FROM THE ORIGINAL LEGAL DESCRIPTION FOR THE ENTIRE HANGAR BUILDING ORIGINALLY PREPARED BY DEAN J. COON, PLS10328 April 8, 2008, FROM A FIELD SURVEY CONDUCTED ON MAY 22, 2007.

I:\CLIENTS\CP\CP 13-0031 - Gen Eng\Airport Hangar descriptions\Lease Desc - Hangar C-04.doc

Page 1 of 1



PAYETTE MUNICIPAL AIRPORT GROUND LEASE AGREEMENT

Brenda Carter

This Lease Agreement is made and signed this _____ day of _____, 2013 by and between the City of Payette, "Landlord" and Brenda Carter ("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 2870 Airport Road #C-02, 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 1,200 square feet of space within the Leased Premises.
 - b. Accordingly, the rent during the primary term of this Lease is \$120.00 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. **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 City Council 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 1 or 3 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:

Brenda Carter

Payette, ID 83661

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 Brenda Carter 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 C-02**

In Township 9 North, Range 5 West, Boise Meridian, Payette County, 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 S68°23'26"E 1234.32 feet,

thence S89°14'39"E 44.00 feet;

thence S00°45'21"W 80.00 feet;

thence N89°14'39"W 2.00 feet; to the **POINT OF BEGINNING**;

thence S00°45'21"W 30.00 feet;

thence N89°14'39"W 40.00 feet;

thence N00°45'21"E 30.00 feet;

thence S89°14'39"E 40.00 feet; to the **POINT OF BEGINNING**.

Containing 1,200 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.

THIS DESCRIPTION WAS DERIVED FROM THE ORIGINAL LEGAL DESCRIPTION FOR THE ENTIRE HANGAR BUILDING ORIGINALLY PREPARED BY DEAN J. COON, PLS10328 April 8, 2008, FROM A FIELD SURVEY CONDUCTED ON MAY 22, 2007.

I:\CLIENTS\CP\CP 13-0031 - Gen Eng\Airport Hangar descriptions\Lease Desc-Hangar C-02.doc

Page 1 of 1

ORDINANCE 1375

AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO, ADDING A NEW SECTION 15.04.100 TO CHAPTER 4 OF TITLE 15 OF THE PAYETTE MUNICIPAL CODE, WHICH SECTION SETS A FEE TO BE CHARGED FOR FAILING TO OBTAIN A BUILDING PERMIT; SETTING AN EFFECTIVE DATE; ALLOWING PUBLICATION IN SUMMARY FORM; ESTABLISHING SEVERABILITY; ESTABLISHING A PENALTY; ESTABLISHING A REPEALER.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAYETTE, IDAHO:

Section 1. There is hereby created a new Section 15.04.100 to the Payette Municipal Code, which Section shall read as follows:

15.04.100: BUILDING PERMIT VIOLATION FEE: If a building permit is not obtained before construction commences, in addition to the cost of the building permit, an additional fee equal to the cost of the building permit shall be assessed.

Section 2. This Ordinance may be published in summary form as permitted by Idaho Code.

Section 3. This Ordinance shall be in full force and effect immediately upon passage and publication as required by the laws of the State of Idaho.

Section 4. Any ordinances or resolutions which are in conflict with this Ordinance are hereby repealed, but only insofar as the conflict exists.

Section 5. Any violation of this ordinance shall be a misdemeanor punishable in accordance with the misdemeanor statues of the State of Idaho.

Section 6. If any portion of this Ordinance should be found to be unconstitutional or unenforceable for any reason, the remainder of the Ordinance shall be applied to effectuate the purposes of this Ordinance.

PASSED and APPROVED by the Mayor and City Council of the
City of Payette, Idaho this _____ day of _____, 2013.

CITY OF PAYETTE, IDAHO

Jeffrey T. Williams, Mayor

ATTEST:

Mary Cordova, City Clerk



City of Payette

Special Event Permit Application

OFFICE USE ONLY

Date Received _____

Council Action _____

Approved Y / N Date _____

City Clerk Approval _____

Non Refundable Fees:

Application..... \$100.00
Security Deposit..... \$100 refundable

Complete application must be received by the City Clerk no less than 30 days prior to the scheduled event to ensure application review by staff and still afford the opportunity for appeal (if necessary) prior to the planned event date.

1. EVENT NAME Harmon Killebrew Days

2. LOCATION OF EVENT (Be specific, i.e. west side of Kiwanis Park, all of Center Ave. between 9th & Main, 2 N. Main)

Public Property

Private Property

3. EVENT SCHEDULE

Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

Date(s) of Event	Hours		Estimated # of Attendees
	Start Time:	End Time:	All Day:
	Start Time:	End Time:	All Day:
Date of Set-Up	Start Time:	End Time:	
	Start Time:	End Time:	
Date of Tear Down	Start Time:	End Time:	
	Start Time:	End Time:	

4. FEES

Special Event Permit Application Fee	\$100.00	* Separate Checks
Staff Per Diem Fee (as set by Council)	\$ _____	
Security Deposit	\$100.00	* Separate Checks
Additional Deposit Required	\$ _____	
TOTAL DUE	\$ _____	

** would like application fee waived **

5. ORGANIZATION INFORMATION

Applicant Name Mark Holeker Title _____

Mailing Address 1500 10th Ave SW

Street Address Payette, Idaho 83441

Day Telephone 208-337-2 Evening Telephone _____ Cell _____

FAX Number _____ Email Address _____

Special Event Permit, continued.

Sponsoring Organization Harmon Killebrew
Non-profit? Yes No Tax Exempt # _____
Federal Tax # _____ State Tax # _____

6. EVENT INFORMATION

New Event: Yes No Annual Event: Yes No Years Operating _____
Event Category: Commercial Non-commercial

Estimated Gross Ticket Sales & Revenues (commercial event only) _____

Description of Event Golf tournament baseball game, misc vendors, food vendors etc.

Additional Details _____

X INSURANCE REQUIREMENTS

It is the responsibility of your Special Event organizers to maintain a COMPREHENSIVE GENERAL LIABILITY insurance policy with coverage of not less than \$1,000,000.00 combined single limit per occurrence. **Each policy shall be written as a primary policy, not contributing with or in excess of any coverage with the City may carry. A certificate naming the State of Idaho, Payette County, the City of Payette, as additional insured shall be delivered to the City of Payette with this application.** The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company _____ Agent Name _____
Address _____ Phone _____

HOLD HARMLESS CLAUSE

Permittee (organization/applicant) shall indemnify and hold harmless the City of Payette, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the permitted activity or the conduct of Permittee's operation of the event if such claim (1) is attributable to personal injury, bodily injury, disease or death, or to injury to or destruction of property, including the loss of use there from, and (2) is not caused by any negligent act or omission of willful misconduct of the City of Payette or its employees acting within the scope of their employment.

(Attach any additional pages as needed)

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

Your event organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or events planned.

Check all Planned Activities		Check all Planned Activities	
yes	Street Closures & Access/Parade Detailed map listing areas of closure, parade Route is required. An ITD permit is required for Hwy 95 Organizer must notify all affected businesses, Churches, schools and neighborhoods <i>See attached map</i>	no	Alcohol Served (name of provider) Requires alcohol catering permit (PMC 5.15)
		no	Beverages will be served List Caterers
no	Security (detail who, number of officers, times. Attach plan.)	yes	Medical Services (Circle) <u>First Aid</u> and/or EMS Services Who is providing service? _____
	Electricity/Generators (Size _____) detailed electrical plan <i>Schools providing</i>	no	Lighting Plan: attach plan
	Water Drinking / Washing (circle) <i>School providing</i>	no	Gray Water Barrel/Grease Barrel (circle/detail # and locations)
no	Porta Toilets / Wash Stations Quantity ADA Regular)	yes	Sanitation – Trash bins, Dumpsters (circle / detail # and locations)
yes	Canopies/Tents/Temporary Structures (number and sizes) City of Payette Fire Department, Fire Code Enforcement	no	Stages (number and sizes)
yes	Vendors Items sold/solicitation	no	Booths Profit / Non-profit
no	Control/Shuttle Buses (number of buses / locations / hours of operation, Attach plan)	no	Barricades How many / identify locations and attach
	Number of Staff working event <i>0</i>		Number of volunteers working <i>30</i>
	EVENT estimated attendance <i>150+</i>		

I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Payette, Payette County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Payette and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Payette, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Payette and all of its agents for any clean up, loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event. In the event the deposit exceeds the actual charges, the City Clerk shall refund the balance to the applicant.

Permittee agrees to maintain access for emergency vehicles.

Event Organizer's Signature: _____ Date: _____

THIS PAGE FOR OFFICE USE ONLY

Date Application Received _____ Date Fees Paid _____

DEPARTMENT COMMENT/APPROVAL

FIRE: _____

Check if special requirements attached:

APPROVED: _____ DENIED: _____

COMMENTS: _____

Est. Hours _____ x Hourly Rate \$ _____ = \$ _____

POLICE: _____

Check if special requirements attached:

APPROVED: _____ DENIED: _____

COMMENTS: _____

Est. Hours _____ x Hourly Rate \$ _____ = \$ _____

PARKS: _____

Check if special requirements attached:

APPROVED: _____ DENIED: _____

COMMENTS: _____

Est. Hours _____ x Hourly Rate \$ _____ = \$ _____

STREETS: _____

Check if special requirements attached:

APPROVED: _____ DENIED: _____

COMMENTS: _____

Est. Hours _____ x Hourly Rate \$ _____ = \$ _____

CITY CLERK: _____

Check if special requirements attached:

APPROVED: _____ DENIED: _____

COMMENTS: _____

RISK MANAGEMENT: _____

Check if special requirements attached:

APPROVED: _____ DENIED: _____

COMMENTS: _____

\$1,000,000 Insurance Certificate _____

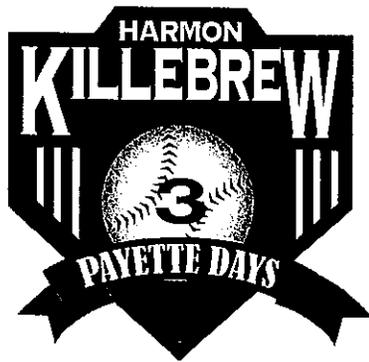
Street Closure Information:

Street Closure Necessary? Yes No ITD Permit required? Yes No

Time of Street Closure: From _____ To _____

ITD Approval Received? Yes No N/A

Comments:



CONTACT: PHS Principal, Mark Heleker at 208-369-1194 or 208-642-3327 during school hours. Email: maheleker@payetteschools.org

HALL OF FAMER'S HOMETOWN TO HOST 9th ANNUAL HARMON KILLEBREW PAYETTE DAYS

April 19 & 20, 2013

Proceeds to Help Make Harmon's Dream of Helping Kids Play Baseball Come True

Payette, Idaho (DATE) --- The City of Payette, Idaho, will celebrate its hometown hero, Harmon Killebrew, with two days of festivities and fundraisers on Friday, April 19 and Saturday, April 20, 2013. Events will include a golf tournament, dinner, street fair and a baseball game at his alma mater, Payette High School.

Killebrew, a member of the Baseball Hall of Fame who played 22 seasons and hit 573 home runs, was born in Payette on June 29, 1936. He passed away of cancer on May 17, 2011. Throughout his life and beyond, Killebrew's wish was that "every kid have the chance to play baseball."

Through his fundraising efforts, Harmon helped build Miracle League fields in Arizona (his winter home) and Minnesota (home of his Minnesota Twins). The Miracle League is a charitable organization that provides children with mental and/or physical challenges an opportunity to play baseball as a team member in an organized league on custom-made, wheelchair and walker-safe fields.

Nita Killebrew, Harmon's wife, is thrilled to announce that, through the Harmon Killebrew Legacy Program, the process of building the first Miracle League Field in Idaho in Payette is underway. For more information on Idaho's first Miracle League Field, please contact Cheri Gordon at 208-741-1739 or email ccgordon24@yahoo.com.

Harmon Killebrew Payette Days schedule of events includes:

Friday, April 19

Harmon Killebrew Payette Days Golf Tournament at Scotch Pines Golf Club

Who: Hosts of the 18-hole scramble are Harmon's dear friend former teammate with the Minnesota Twins, Frank Quilici, and Idaho's own Wayne Walker, former NFL player and broadcaster
When: Shot gun start is 9 a.m.
Where: Scotch Pines Golf Club, 10610 Scotch Pines Rd, Payette, Idaho
Why: Proceeds go to the Harmon Killebrew Scholarship Fund at Payette High School
More Info: \$100 per golfer. Contact Ron Manser, 208-739-8823, ronmanser@fmtc.com

Harmon Killebrew Scholarship Dinner

Who: Featured speakers to include Quilici, Walker, and Harmon's wife, Nita Killebrew.
When: 6 – 9 p.m.
Where: McCain Middle School, 400 N Iowa Ave, Payette, Idaho
Why: Proceeds go to Payette High School's baseball program
More Info: \$20 per plate prime rib dinner. Contact Tracy Bratcher, 208-739-0691, bratcher14@hotmail.com

Saturday, April 20

Harmon Killebrew Payette Days Street Fair

What: A fun-for-the-whole-family celebration of Payette's hometown hero, including fishing clinics, fish and game hunting safety and participation in target practice; food booths, face painting, family field day races, bouncy houses and a Battle of the Bands. Ongoing Raffles throughout the day.
When: 12:30pm-till dark
Where: PHS 1500 6th Avenue South, Payette ID 83661
Why: For Public Awareness of the Upcoming building of The Harmon Killebrew Miracle League Field of Payette.
More Info: Contact Mark Heleker, 208-368-1194, maheleker@payetteschools.org

National Guard Paint Ball Venue

What: Paint Ball venue provided by The National Guard with safety precautions. Age Appropriate: Pre-teen and teenage to adult
When: 12:30pm-till dark
Why: Raise funds for the PHS Wrestling Team
Where: PHS 1500 6th Avenue South, Payette, ID 83661

Payette High School Baseball Game

Who: The Payette Pirates vs. Nampa Bull Dogs
What: The day features the "Big Game," a coaching clinic for kids 5-18, and a kid's home run derby. The first 200 people into the event will receive a commemorative Bobble Head of Harmon in a Payette Packer uniform.
When: First pitch is at 11 a.m. Raffles with GREAT prizes during the game
Coaching clinic at approximately 12:30 – 2:30 p.m. No fee .
Home Run Derby at 3 p.m.
Where: McCain Middle School, 400 N Iowa Ave, Payette, Idaho
Why: Proceeds go to Payette High School's Sports & Athletics Program
More Info: \$5 gate fee, \$3 per child for the Home Run Derby
Contact Tracy Bratcher, 208-739-0691, bratcher14@hotmail.com

Website: www.harmonkillebrew.com/PayetteDays.html



in Payette, ID
April 19 & 20, 2013



Friday, April 19, 2013

Harmon Killebrew Payette Days GT Scotch Pines GC

\$100/golfer 9:00am Shotgun Start--18 hole scramble,
 Golf celebrities Frank Quilci is a former Twins player and manager and
 Wayne Walker is an Idaho local boy who became an NFL player & broadcaster

Proceeds go to

The Harmon Killebrew Scholarship Fund at Payette High School

Ron Manser (208) 739-8823 • ronmanser@fmtc.com



Harmon Killebrew Scholarship Dinner

\$20/plate Prime Rib Dinner 6:00-9:00pm @ McCain Middle School Payette
 Featured Speakers: Frank Quilci, Wayne Walker and Nita Killebrew. Also
 scheduled to appear, Steve Aschburner, author of Baseball's Ultimate Slugger
 Proceeds to fund the Payette HS Baseball

Tracy Bratcher (208) 739-0691 • bratcher14@hotmail.com

Saturday, April 20, 2013

Harmon Killebrew Payette Days Street Fair-Includes:

Food Booths, Face Painting, Family Field Day Events, National Guard Paint
 Ball Venue, Fish & Game Hunting & Fishing Clinics,
 Bouncy Houses & Battle of the Bands

Mark Heleker PH: 208-369-1194 • MaHeleker@payetteschools.org

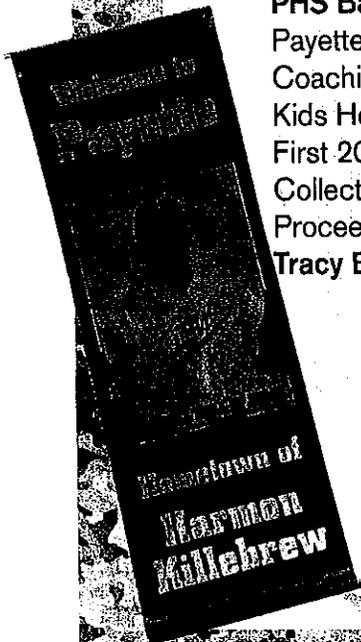
PHS Baseball Game \$5 Gate Fee

Payette Pirates vs Nampa Bull Dogs First pitch 11:00am
 Coaching Clinic for children Ages 5-18 Around 12:30-1:00pm until 2:30pm
 Kids Home Run Derby \$3/child 3:00pm

First 200 people into the game receive a Commemorative Unique
 Collectable Killebrew Bobblehead in a Payette Packer Uniform
 Proceeds go to the Payette HS Sports and Athletics Programs
 Tracy Bratcher (208) 739-1194 • bratcher14@hotmail.com

**Announcing the Harmon Killebrew
 Miracle League Field of Payette**

Cheri Gordon (208) 741-1739 • ccgordon24@yahoo.com





CITY OF PAYETTE, IDAHO

AGENDA STATEMENT

To: Payette City Council
From: Bobbie Black, Deputy City Clerk
Date: 4/12/2013
Re: Admin & Finance Committee

BACKGROUND & JUSTIFICATION: Rick Greif has resigned from the Admin & Finance Committee and Mike Dart has agreed to fulfill the position on the Committee

FISCAL IMPACT: None

RECOMMENDATION: Recommend that City Council approves the appointment from the Mayor of Mike Dart on the Admin & Finance Committee.



CITY OF PAYETTE, IDAHO

AGENDA STATEMENT

To: Honorable Mayor & Members of the Payette City Council
From: Jennifer Kelley
Date: 4/12/2013
Re: FY 2014 Budget Public Hearing Date

BACKGROUND & JUSTIFICATION: Idaho Code requires us to notify our county clerk by Tuesday, April 30, 2013, of the date, time, and place of our budget hearing for the upcoming fiscal year. Setting the hearing for August 19th allows time for Council to receive public input, approve the appropriations ordinance, and meet publication requirements.

FISCAL IMPACT: None

RECOMMENDATION: The City Council schedule the FY 2014 budget public hearing on Monday, August 29, 2013, at 6:00 PM.

April 11, 2013

Payette City Council,

The Payette Police Department would like to dispose of all non-permanent records for the years 2000 through 2002, as per the adopted retention schedule. Records include incident reports, case reports, citations, dissemination reports, Officer's logs and Payroll data (Human Resources also has this Payroll data).

Sincerely,



Toni Hollopeter
Records Clerk



CITY OF PAYETTE, IDAHO

AGENDA STATEMENT

To: Payette City Council
From: Bobbie Black, Deputy City Clerk
Date: 4/12/2013
Re: Historical Commission

BACKGROUND & JUSTIFICATION: Ken Gissell has resigned from the Historical Commission and Pat Townsend has agreed to fulfill the position on the Commission.

FISCAL IMPACT: None

RECOMMENDATION: Recommend that City Council approves the appointment from the Mayor of Pat Townsend on the Historical Commission with term expiring July 31, 2013.

2013

March	Monthly Statistics
Dispatch Incidents	464
Reportable Incidents	205
Accidents	6
Citations	45
Contacts	592
FI Cards	17
Arrests	48
Oral Warnings	54
Written Warnings	0
Warrants	2
Ordinance Prob.	67
Miles Driven	3298
Gas used	324.7
Dog Impounds	10
Yard Sales	12
Reserve Hours	61

Payette Police Department

Mar-13

Event Number	Classification	Address of occurrence	Date Reported	Initial Investigator
13003279	PUBLIC SERVICE - Assist Public	500 5TH AVE N	3/1/2013	DERRICKD
13003284	SECURITY CHECK -	PPD	3/1/2013	PLAZAJ
13003285	JUVENILE PROBLEM - Narcotic Equipment, Possession	HIGH SCHOOL	3/1/2013	DERRICKD
13003288	SUSPICIOUS ACTIVITY - Suspicious Activity	Intermountain community bank	3/1/2013	PLAZAJ
13003311	PROCESS SERVICE - Warrant Service	jerrys market	3/1/2013	MARSHALLG
13003332	PROCESS SERVICE - Warrant Service	26 N MAIN ST	3/1/2013	COENB
13003337	FAMILY DISTURBANCE - Family Disturbance	870 S IOWA AVE	3/2/2013	MARSHALLG
13003338	KIDNAPPING - Kidnap Adult	529 N 7TH ST	3/2/2013	COENB
13003354	DOMESTIC PROBLEM - Child Custody Interference	SO	3/2/2013	DERRICKD
13003366	PUBLIC PEACE - Disorderly Conduct	614 N 8TH	3/2/2013	FRAZIERR
13003386	AMBULANCE - Ambulance Assist	429 S 11TH ST	3/3/2013	HARTJ
13003395	ANIMAL CALL - Animal Call, Other	331 RIVER ST	3/3/2013	DERRICKD
13003399	ANIMAL CALL - Animal Call, Other	2021 1ST AVE N	3/3/2013	DERRICKD
13003403	PUBLIC SERVICE - Assist Public	500 5TH AV N	3/3/2013	FRAZIERR
13003408	ORDINANCE - Animal Violations	1046 N 6TH ST	3/3/2013	FRAZIERR
13003416	ANIMAL CALL - Animal Call, Other	C & T STORAGE	3/3/2013	HARTJ
13003424	OBSTRUCT JUSTICE - Failure to Appear	429 S 11TH ST	3/4/2013	HARTJ
13003431	PUBLIC SERVICE - Assist Public	1506 N 9TH ST	3/4/2013	TOTHG
13003436	Miscellaneous - evidentiary blood draw	529 N 7TH ST	3/2/2013	TOTHG
13003437	SUSPICIOUS ACTIVITY - Suspicious Activity	PAYETTE PD	3/4/2013	TOTHG
13003441	PUBLIC SERVICE - Assist Public	800 N 5TH ST	3/4/2013	TOTHG
13003465	PUBLIC PEACE - Public Peace Other	233 S 12TH ST	3/4/2013	FRAZIERR
13003484	ORDINANCE - Animal Violations	418 10TH AVE N	3/5/2013	SILVAL
13003496	OBSTRUCT JUSTICE - Violation of a Court Order	1523 2ND AVE S	3/5/2013	TOTHG
13003498	CIVIL PROBLEM - Civil Problem	PAYETTE PD	3/5/2013	TOTHG

13003503	PUBLIC SERVICE - Welfare Check	1900 block 7th avenue north	3/5/2013	MARSHALLG
13003504	MENTAL SUBJECT - Mental Subject	907 7TH AVE N	3/5/2013	MARSHALLG
13003509	JUVENILE PROBLEM - Juvenile Problem	RAIL RD LANE-8TH AVE N	3/5/2013	MARSHALLG
13003513	AMBULANCE - Ambulance Assist	Cole manor apts (1450 2nd Ave. N.)	3/5/2013	HARTJ
13003519	STOLEN VEHICLE - Vehicle Theft, Auto	604 3RD AVE S	3/6/2013	TOTHG
13003529	ORDINANCE -	803 8TH AVE N	3/6/2013	SILVAL
13003548	ASSIST OTHER AGENCY - Assist Other Agency	824 N 11TH ST	3/6/2013	MARSHALLG
13003555	CIVIL PROBLEM - Civil Problem	1015 7TH AVE N #8	3/6/2013	COENB
13003557	PROCESS SERVICE - Warrant Service	N 9TH 3RD AVE N	3/6/2013	COENB
13003579	MISC INCIDENTS - Miscellaneous Incidents	630 N 8th St	3/7/2013	MOTTK
13003586	ORDINANCE - Animal Violations	1015 7TH AVE N	3/7/2013	SILVAL
13003630	OBSTRUCT POLICE - False Police Report	PPD	3/8/2013	DERRICKD
13003639	DAMAGED PROPERTY - Damaged Property, Private	1136 N 2ND ST	3/8/2013	DERRICKD
13003653	ASSAULT - Simple Assault	6TH AV S	3/8/2013	DERRICKD
13003656	PUBLIC SERVICE - Assist Motorist	1401 1ST AVE S	3/8/2013	MARSHALLG
13003660	CIVIL PROBLEM - Civil Problem	PCSO	3/8/2013	MARSHALLG
13003677	ASSAULT - Simple Assault	415 S 16TH ST	3/9/2013	COENB
13003678	JUVENILE PROBLEM - MIP Alcohol	415 S 16TH ST	3/9/2013	COENB
13003733	PUBLIC SERVICE - Assist Public	821 N 8TH ST	3/10/2013	DERRICKD
13003739	ASSAULT - Aggravated Assault, Family, Strongarm	600 N 7TH	3/10/2013	DERRICKD
13003747	SUSPICIOUS ACTIVITY - Suspicious Activity	425 N 6TH ST	3/10/2013	MOTTK
13003758	FAMILY DISTURBANCE -	331 1/2 RIVER STREET	3/10/2013	HARTJ
13003765	CIVIL PROBLEM - Civil Problem	907 7TH AVE N	3/11/2013	HARTJ
13003771	THEFT - Larceny, from Building	PRIMARY SCHOOL	3/11/2013	TOTHG
13003775	SUSPICIOUS ACTIVITY - Suspicious Activity	PAYETTE PD	3/11/2013	DERRICKD
13003777	PUBLIC SERVICE - Assist Public	HEALTH AND WELFARE	3/11/2013	DERRICKD
13003786	ANIMAL CALL - Animal Call, Other	WESTSIDE ELEMENTARY	3/11/2013	SILVAL
13003792	HARASSMENT - Suspicious/Harassing Phone Calls	533 N 4TH ST	3/11/2013	DERRICKD
13003795	SECURITY CHECK - Personal Security/Welfare Check	331 1/2 RIVER STREET	3/11/2013	DERRICKD
13003798	ORDINANCE - Animal Violations	1007 7TH AVE N	3/11/2013	SILVAL
13003799	FRAUD - Fraud Imperson	SO	3/11/2013	DERRICKD

13003819	ASSAULT - Simple Assault	344 17 AVE N	3/11/2013	MOTTK
13003821	TRAFFIC PROBLEM - Traffic Control	900 CENTER ave	3/11/2013	HARTJ
13003836	PUBLIC SERVICE - Assist Public	2281 7 AVE N	3/12/2013	TOTHG
13003850	ORDINANCE - Animal Violations	313 RIVER ST	3/12/2013	SILVAL
13003853	THEFT - Larceny, Postal	225 14TH AVE N	3/12/2013	TOTHG
13003861	PRIVACY VIOLATION - Invasion of Privacy Other	1545 3rd Avenue South	3/12/2013	MARSHALLG
13003869	ASSAULT - Simple Assault	1545 3rd Avenue South	3/12/2013	MARSHALLG
13003870	FAMILY DISTURBANCE - Family Disturbance	137 S 12TH ST	3/12/2013	MARSHALLG
13003881	AMBULANCE - Ambulance Assist	1615 center ave., apt. #12	3/12/2013	HARTJ
13003896	ORDINANCE - Animal Violations	WESTSIDE SCHOOL	3/13/2013	SILVAL
13003897	HARASSMENT - Suspicious/Harassing Phone Calls	PAVETTE PD	3/13/2013	TOTHG
13003904	ORDINANCE - Animal Violations	125 S 14TH ST	3/13/2013	SILVAL
13003917	SECURITY CHECK - Personal Security/Welfare Check	826 N 8TH	3/13/2013	MARSHALLG
13003920	PUBLIC SERVICE - Assist Public	1500 6TH AVE S	3/13/2013	MARSHALLG
13003932	PUBLIC SERVICE - Civil Problem	1435 N 3RD ST	3/14/2013	COENB
13003933	PROCESS SERVICE - Warrant Service	payette County Sheriffs Office	3/14/2013	COENB
13003940	ORDINANCE - Animal Violations	522 N 9TH ST	3/14/2013	SILVAL
13003942	PUBLIC SERVICE - Assist Public	844 N 7TH ST	3/14/2013	TOTHG
13003956	PROPERTY CRIMES - Propert Crimes	1080 6TH AVE S	3/14/2013	TOTHG
13003960	TRAFFIC ACCIDENT -	1151 S MAIN ST	3/14/2013	TOTHG
13003964	CIVIL PROBLEM - Civil Problem	1429 1ST AVE S	3/14/2013	TOTHG
13003978	OBSTRUCT JUSTICE - Violation of a Court Order	1523 2ND AVenue south	3/14/2013	MARSHALLG
13003985	THEFT - Larceny, from Yard/Land	1715 CENTER AVE	3/14/2013	MARSHALLG
13004009	JUVENILE PROBLEM - Curfew Violation	MAIN / 2ND AVE S	3/15/2013	COENB
13004018	TRAFFIC PROBLEM -	S MAIN / 2 A S	3/15/2013	DERRICKD
13004026	CIVIL PROBLEM - Civil Problem	275 N 16TH ST	3/15/2013	DERRICKD
13004039	TRAFFIC ACCIDENT - Traffic Accident, Vehicle Damage	HWY 95 AND CENTER	3/15/2013	DERRICKD
13004047	PUBLIC PEACE - Public Peace Other	344 17TH AVE N	3/15/2013	MOTTK
13004048	ORDINANCE - Animal Violations	1322 7TH AVE N	3/15/2013	SILVAL
13004051	TRAFFIC PROBLEM - Traffic, Other	95 GRANDmas KITCHEN	3/15/2013	MOTTK
13004057	PROCESS SERVICE - Warrant Service	541 N 8TH ST	3/15/2013	MARSHALLG
13004060	CIVIL PROBLEM - Civil Problem	KIWANIS SKATE PARK	3/15/2013	COENB

13004264	CIVIL PROBLEM - Civil Problem	1117 MT VIEW	3/19/2013	TOTHG
13004268	SUSPICIOUS ACTIVITY - Suspicious Activity	143 7TH AVE N	3/19/2013	TOTHG
13004271	THEFT -	1603 1ST AVE S	3/19/2013	TOTHG
13004273	ORDINANCE - Animal Violations	840 S IOWA	3/19/2013	SILVAL
13004274	FAMILY DISTURBANCE - Family Disturbance	660 S 12TH ST	3/19/2013	TOTHG
13004276	FORGERY - Forgery of Checks	Jacksons Shell station	3/19/2013	PLAZAU
13004280	AMBULANCE - Ambulance Assist	415 S 16TH ST	3/19/2013	YATESR
13004284	SUSPICIOUS ACTIVITY - Suspicious Activity	419 N 11th st	3/19/2013	YATESR
13004286	SUSPICIOUS ACTIVITY -	1018 2ND AVE N	3/19/2013	YATESR
13004290	ORDINANCE - Ordinance Violations	1300 N 9TH ST ST	3/19/2013	HARTJ
13004296	ORDINANCE - Animal Violations	635 N. 2ND STR	3/20/2013	HARTJ
13004297	PUBLIC SERVICE - Assist Public	1620 2ND AVE S	3/20/2013	HARTJ
13004307	MENTAL SUBJECT - Mental Subject	433 N 6TH ST	3/20/2013	PLAZAU
13004316	FAMILY DISTURBANCE - Family Disturbance	517 N 6TH ST	3/20/2013	TOTHG
13004325	PUBLIC SERVICE - Assist Public	404 10TH AV N	3/20/2013	SILVAL
13004329	TRAFFIC ACCIDENT -	1244 S 16TH ST	3/20/2013	TOTHG
13004377	ORDINANCE - Animal Violations	1320 3RD AVE N	3/21/2013	SILVAL
13004380	THEFT - Theft Other	405 S MAIN ST	3/21/2013	TOTHG
13004394	OBSTRUCT JUSTICE - Obstructing Justice	121 S 9TH ST	3/21/2013	YATESR
13004397	RUNAWAY JUVENILE - Recovered Juvenile	1015 7TH AVE N	3/21/2013	YATESR
13004402	RUNAWAY JUVENILE - RUNAWAY JUVENILE	1331 1ST AVE S	3/21/2013	YATESR
13004412	THEFT - Theft Other	HWY 52 NEAR CROSS	3/22/2013	COENB
13004421	TRAFFIC ACCIDENT -	1630 3RD AVE S	3/22/2013	DERRICKD
13004430	PUBLIC SERVICE - Civil Problem	235 N 6TH ST	3/22/2013	DERRICKD
13004444	SUSPICIOUS ACTIVITY - Suspicious Activity	SHERIFFS OFFICE	3/22/2013	DERRICKD
13004446	PRIVACY VIOLATION - Invasion of Privacy Other	1715 center avenue	3/22/2013	PLAZAU
13004454	MISC INCIDENTS - Miscellaneous Incidents	1450 2ND AVE N	3/22/2013	MOTTK
13004464	ASSAULT - Aggravated Assault, Oth Weapon	501 N 10TH ST	3/22/2013	MOTTK
13004482	DAMAGED PROPERTY - Damaged Property, Private	415 S 16TH ST #23	3/23/2013	COENB
13004504	ANIMAL CALL - Animal Call, Other	600 RIVER ST	3/23/2013	DERRICKD
13004514	PUBLIC SERVICE - Assist Public	255 N 9TH ST	3/23/2013	MOTTK
13004521	SUSPICIOUS ACTIVITY - Suspicious Activity	MCCAIN MIDDLE SCHOOL	3/23/2013	MOTTK

13004526	FAMILY DISTURBANCE - Family Disturbance	730 2ND AVE S	3/23/2013	HARTJ
13004528	CIVIL PROBLEM - Civil Problem	419 N 11TH ST	3/23/2013	MOTTK
13004532	PUBLIC PEACE - Public Peace Other	907 7TH AVE N	3/24/2013	HARTJ
13004551	ALARM -	102 S MAIN ST	3/24/2013	DERRICKD
13004557	DUI - Drugs	BURGER KING PK LOT	3/24/2013	DERRICKD
13004558	BURGLARY - Burglary, Unforced Entry Residence	643 S 12TH ST	3/24/2013	MOTTK
13004563	Miscellaneous - evidentiary blood draw	BURGER KING PK LOT	3/24/2013	MOTTK
13004567	FIRE-OTHER - Other Fire	7TH AVE N AND N 6TH	3/24/2013	MOTTK
13004569	SUSPICIOUS ACTIVITY - Suspicious Activity	422 N 7TH	3/24/2013	MOTTK
13004575	TRESPASSING - Trespassing, Private Property	2ND AVE S AND 9TH	3/24/2013	MOTTK
13004578	THEFT - Theft Other	203 A 7th St	3/24/2013	MOTTK
13004584	THEFT - Larceny, Parts from Vehicle	401 N 7th str	3/24/2013	HARTJ
13004602	THEFT - Larceny, from Building	443 s. 18th	3/25/2013	TOTHG
13004605	JUVENILE PROBLEM - MIP Tobacco	1500 6TH AVE S	3/21/2013	FREEMAND
13004607	ORDINANCE - Ordinance Violations	610 N 8TH ST	3/25/2013	SILVAL
13004619	PUBLIC SERVICE - Assist Public	1130 3RD AVE N	3/25/2013	DERRICKD
13004633	JUVENILE PROBLEM - Juvenile Problem	1865 CENTER AVE	3/25/2013	MOTTK
13004635	LITTERING/DUMPING - Littering	203 A 7th St	3/24/2013	MOTTK
13004636	HARASSMENT - Probation & Parole	340 S MAIN ST	3/25/2013	MOTTK
13004641	DAMAGED PROPERTY - Damaged Property, Private	926 2ND AVE N	3/25/2013	HARTJ
13004647	PUBLIC PEACE - Public Peace Other	1400 BLOCK 3RD AVE S	3/26/2013	HARTJ
13004649	DAMAGED PROPERTY - Damaged Property, Private	911 2ND AVE S	3/26/2013	HARTJ
13004682	HARASSMENT - Harassment, Other	17 S MAIN ST	3/26/2013	YATESR
13004686	PUBLIC PEACE - Public Peace Other	CENTENIAL PARK	3/26/2013	YATESR
13004695	SUSPICIOUS ACTIVITY - Suspicious Activity	793 S PARK	3/26/2013	HARTJ
13004707	DUI - Alcohol	200 block South MAIN STR.	3/27/2013	HARTJ
13004731	THEFT - Larceny, from Vehicle	216 N MAIN ST	3/27/2013	YATESR
13004757	FRAUD - Fraud, Swindle	COURTHOUSE	3/28/2013	TOTHG
13004759	ABANDON VEHICLE - Abandon Vehicle	275 N 16TH ST	3/28/2013	TOTHG
13004763	ORDINANCE - Animal Violations	236 s. 10th	3/28/2013	TOTHG
13004765	TRAFFIC ACCIDENT - Traffic Accident, Vehicle Damage	S MAIN ST AND S 9TH	3/28/2013	TOTHG
13004774	DOMESTIC PROBLEM - Child Custody Interference	1130 3rd ave. n.	3/28/2013	TOTHG

13004790	MENTAL SUBJECT -	106 N 12TH ST	3/28/2013	YATESR
13004820	PROCESS SERVICE - Warrant Service	1865 CENTER AVE	3/29/2013	DERRICKD
13004835	PROCESS SERVICE - Warrant Service	N. 4th ST/ 7th Ave N.	3/29/2013	DERRICKD
13004838	TRAFFIC (CRIMINAL VIOLATION) - Criminal Traffic Violation			
13004853	MENTAL SUBJECT - Mental Hold	907 7TH AVE N	3/29/2013	COENB
13004867	RUNAWAY JUVENILE - RUNAWAY JUVENILE	824 N 11TH ST	3/30/2013	MOTTK
13004869	TRAFFIC PROBLEM -	3rd ave n / n 9th st	3/30/2013	YATESR
13004872	DOMESTIC PROBLEM - Child Custody Interference	438 S 12TH ST (SOUTH DUPLEX)	3/30/2013	COENB
13004878	DOMESTIC PROBLEM - Child Custody Interference	1300 N 9TH ST ST #49	3/30/2013	COENB
13004892	PUBLIC SERVICE - Assist Public	24 S 10TH ST	3/30/2013	DERRICKD
13004895	BURGLARY -	LYNN JOSEPHSONS	3/30/2013	DERRICKD
13004911	PUBLIC PEACE - Public Peace Other	911 2ND AVE S	3/30/2013	DERRICKD
13004913	TRESPASSING - Trespassing, Private Property	823 N 9TH ST	3/30/2013	COENB
13004915	PUBLIC SERVICE - VIN Inspection	1107 RIVER ST	3/30/2013	MOTTK
13004931	PROCESS SERVICE - Warrant Service	25 N MAIN ST	3/30/2013	COENB
13004943	BURGLAR ALARM - Burglar Alarm	1115 1ST AVE N	3/31/2013	HARTJ
13004951	THEFT - Theft Other	5 11TH AVE N	3/31/2013	DERRICKD
13004959	-	308 8TH AVE N	3/31/2013	DERRICKD
13004970	-	515 N 8TH ST	3/31/2013	MOTTK
13004977	CONTROLLED SUBSTANCE - Marijuana, Other	643 S 12TH ST	3/31/2013	MOTTK
13004989	ORDINANCE - Ordinance Violations	515 s. 11th str.	3/31/2013	HARTJ

Date Reported: 3/1/2013 - 3/31/2013
 Officer ID:
 Violation Type:
 City: State: County: District:
 Grid: Sub-Grid:

Create Report

Citation Report



PAYETTE PD
 03/01/2013 -- 03/31/2013

Citation No	Date Cited	Cited By	Code	Violation Type	Description
37896	03/01/2013	DERRICKD	39-5703(1)	CRIMINAL VIOL	POSSESS,RECIEVE,PURCHASE,SELL, TOBACCO
37895	03/01/2013	DERRICKD	37-2734A(1)	CRIMINAL VIOL	DRUG PARAPHERNALIA - USE OR POSSESS
37895	03/01/2013	DERRICKD	37-2732(C)(3)	CRIMINAL VIOL	CONTROLLED SUBSTANCE-POSS OF
37894	03/01/2013	DERRICKD	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
37989	03/01/2013	COENB	49-329	TRAFFIC VIOL-STATUTE	NO OPERATION UNDER FOREIGN LICENSE DURING SUSPENSION OR F
37990	03/02/2013	COENB	18-6810	CRIMINAL VIOL	DESTRUCTION OF A TELECOMMUNICATION LINE OR INSTRUMENT
37897	03/02/2013	DERRICKD	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
37736	03/03/2013	SILVAL	6.08.070	NON-CRIM ORDINANCE VIOL	HARBORING OF VICIOUS DOGS
37900	03/08/2013	DERRICKD	18-5413	CRIMINAL VIOL	PROVIDING FALSE INFORMATION TO LAW ENFORCEMENT OFFICERS
37899	03/08/2013	DERRICKD	49-430	TRAFFIC VIOL-STATUTE	REGISTRATION TO BE RENEWED
37899	03/08/2013	DERRICKD	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
37898	03/08/2013	DERRICKD	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
37992	03/09/2013	COENB	23-604	CRIMINAL VIOL	PURCHASE, CONSUME, POSSESS UNDER 21
37991	03/09/2013	COENB	18-903	CRIMINAL VIOL	BATTERY
37737	03/10/2013	SILVAL	6.08.060(A)	NON-CRIM ORDINANCE VIOL	DOGS RUNNING AT LARGE
37901	03/11/2013	DERRICKD	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
37902	03/11/2013	DERRICKD	49-430	TRAFFIC VIOL-STATUTE	REGISTRATION TO BE RENEWED
38010	03/11/2013	HARTJ	49-672	TRAFFIC VIOL-STATUTE	PASSENGER SAFETY FOR CHILDREN
37934	03/12/2013	MARSHALLG	18-903	CRIMINAL VIOL	BATTERY
37933	03/12/2013	MARSHALLG	18-7034	CRIMINAL VIOL	UNLAWFUL ENTRY A MISDEMEANOR
37955	03/12/2013	TOTHG	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
37935	03/14/2013	MARSHALLG	18-920	CRIMINAL VIOL	VIOLATION OF NO CONTACT ORDER
37956	03/14/2013	TOTHG	49-638	TRAFFIC VIOL-STATUTE	FOLLOWING TOO CLOSELY
37993	03/14/2013	COENB	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
37906	03/15/2013	MOTTK	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
37903	03/15/2013	DERRICKD	49-301	CRIMINAL VIOL	NO LICENCE/INVALID
37904	03/15/2013	DERRICKD	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
37905	03/15/2013	DERRICKD	49-638	TRAFFIC VIOL-STATUTE	FOLLOWING TOO CLOSELY
37994	03/16/2013	COENB	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
37907	03/16/2013	MOTTK	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
37908	03/17/2013	MOTTK	18-2407(M)	CRIMINAL VIOL	THEFT-PETIT
37957	03/18/2013	TOTHG	18-2403(5)	CRIMINAL VIOL	THEFT OF SERVICES
37960	03/18/2013	YATESR	49-807	TRAFFIC VIOL-STATUTE	STOP SIGNS AND YIELD SIGNS
37995	03/20/2013	COENB	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
38034	03/21/2013	FREEMAND	39-5703(1)	CRIMINAL VIOL	POSSESS,RECIEVE,PURCHASE,SELL, TOBACCO
37909	03/22/2013	MOTTK	18-903	CRIMINAL VIOL	BATTERY

37911	03/24/2013	MOTTK	18-2403 (M)	CRIMINAL VIOL	THEFT-PETIT
37910	03/24/2013	MOTTK	18-7031	CRIMINAL VIOL	PLACING DEBRIS ON PUBLIC OR PRIVATE PROPERTY A MISDEMEANOI
38011	03/26/2013	HARTJ	9.18.010	NON-CRIM ORDINANCE VIOL	PUBLIC INTOXICATION
37806	03/26/2013	YATESR	18-6409	CRIMINAL VIOL	DISTURBING THE PEACE
37807	03/26/2013	MOTTK	49-1404(M)	CRIMINAL VIOL	ELUDING AN OFFICER
38012	03/27/2013	HARTJ	18-8004(D)	CRIMINAL VIOL	DUI-UNDER 21 BAC .02 BUT LESS THAN .08
37808	03/28/2013	YATESR	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
37962	03/28/2013	TOTHG	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
37912	03/29/2013	DERRICKD	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
37912	03/29/2013	DERRICKD	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
37914	03/31/2013	MOTTK	37-2734A(1)	CRIMINAL VIOL	DRUG PARAPHERNALIA - USE OR POSSESS
37913	03/31/2013	MOTTK	37-2734A(1)	CRIMINAL VIOL	DRUG PARAPHERNALIA - USE OR POSSESS

TOTAL: 45



Payette Fire Department – Monthly Report



MARCH 2013

Incident Summary: Total: 27

Medical Assists: 19
 Fires: 1
 Public/Agency Assist: 1
 False Alarm or Cancelled En-route: 0
 Investigations: 4
 Swift Water Rescue: 0
 Traffic Accident: 2
 Mutual Aid: 0

Fire Inspections Conducted: 3

Public Education Programs

- Fire Extinguisher class Royal Villa - 19 adults attended
- Fire Safety class and Station - 17 children attended
- Senior smoke detector program - assisted 3 households

Significant Incidents: None

Training Topics:

- Wildland Refresher
- Wildland Pumps Operation
- 7 Firefighters started Firefighter 1
- Hosted Fire Instructor 1
- IS0007 – A Citizens Guide to Disaster Assistance
- March Training hours: 195

Significant Events: None

Special Work Assignments:

- Pre-Fire Plan for city buildings and schools

Runs	
Jan	37
Feb	43
Mar	27
Apr	
May	
June	
July	
Aug	
Sept	
Oct	
Nov	
Dec	
Total	107

Fire Chief

Steve Castenada

AFTER HOUR DUTY PAY MARCH 2013

	MEDICAL	PD ASSIST	LIFT ASSIST	FIRE														
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		
11																		
12																		
13																		
14																		
15																		
16																		
17																		
18																		
19																		
20																		
21																		
22																		
23																		
24																		
25																		
26																		
27																		
28																		
29																		
30																		
31																		

TOTAL HOURS	1	1.5	1	0	1	0.5	0	0.5	1.5	2
	\$10.00	\$15.00	\$10.00	\$0.00	\$10.00	\$5.00	\$0.00	\$5.00	\$15.00	\$20.00

	HOURS	COST
MEDICAL	4.5	\$45.00
PD ASSIST	0	\$0.00
LIFT ASSIST	0	\$0.00
FIRE	0.5	\$5.00
TOTAL	5	\$50.00

Press Report

03/01/2013 - 03/31/2013 | Agency: PFD

Call No	Date	Location	City, State	Call Type
13003348	03/02/2013 09:20:17	2609 7TH AVE N PAYETTE	PAYETTE	MEDICAL/MEDICAL TRANSPORT
13003440	03/04/2013 13:14:17	1481 7TH AVE N PAYETTE	PAYETTE	MEDICAL/MEDICAL TRANSPORT
13003442	03/04/2013 14:04:54	THE COTTAGES OF PAYETTE	PAYETTE	MEDICAL/MEDICAL TRANSPORT
13003513	03/05/2013 22:09:49	COLE MANOR APTS	PAYETTE	MEDICAL/MEDICAL TRANSPORT
13003521	03/06/2013 09:58:14	1713 CENTER AVE PAYETTE	PAYETTE	MEDICAL/MEDICAL TRANSPORT
13003643	03/08/2013 14:20:37	19 HWY 95 Weiser	Weiser	FIRE
13003661	03/08/2013 19:13:48	LOUISE GARDEN APARTMENTS	PAYETTE	MEDICAL/MEDICAL TRANSPORT
13003780	03/11/2013 11:21:52	1481 7TH AVE N PAYETTE	PAYETTE	MEDICAL/MEDICAL TRANSPORT
13003877	03/12/2013 20:54:39	268 GROVE RD Ontario	Ontario	MEDICAL/MEDICAL TRANSPORT
13003879	03/12/2013 21:50:52	310.5 SW 3RD APT# 4 FRUITLAND	FRUITLAND	SUSP CIRCUMSTANCES
13003958	03/14/2013 11:52:37	126 COUNTRY LANE LOOP Payette	Payette	medical/medical transport
13003960	03/14/2013 12:05:39	1151 S MAIN ST Payette	Payette	10-50 unknown
13004039	03/15/2013 15:17:09	HWY 95 AND CENTER PAYETTE	PAYETTE	10-50 UNKNOWN
13004042	03/15/2013 16:16:10	2125 HWY 52 Payette	Payette, ID	MEDICAL / MEDICAL TRANSPORT
13004093	03/16/2013 10:22:09	NW 10TH W OF WASHOE Payette	Payette, ID	FIRE
13004130	03/16/2013 22:02:19	SW 8TH ST FRUITLAND	FRUITLAND, ID	FIRE
13004188	03/17/2013 19:25:10	PAYETTE TOWNHOUSES	Payette, ID	
13004213	03/18/2013 11:35:22	PAYETTE PRIMARY SCHOOL	Payette, ID	MEDICAL / MEDICAL TRANSPORT
13004217	03/18/2013 13:37:59	PAYETTE	PAYETTE	WELFARE CHECK
13004223	03/18/2013 16:10:29	622 N 2ND ST Payette	Payette, ID	
13004225	03/18/2013 16:59:31	2ND AVE S AND S 14TH PAYETTE	PAYETTE, ID	MEDICAL / MEDICAL TRANSPORT
13004266	03/19/2013 13:54:58	616 N 11TH ST PAYETTE	PAYETTE, ID	PUBLIC ASSIST
13004280	03/19/2013 18:23:38	PAYETTE TOWNHOUSES	PAYETTE, ID	MEDICAL / MEDICAL TRANSPORT
13004299	03/20/2013 06:10:18	7089 WHITLEY DR FRUITLAND	FRUITLAND, ID	FIRE
13004324	03/20/2013 14:06:37	2301 7TH AVE N PAYETTE	PAYETTE, ID	MEDICAL / MEDICAL TRANSPORT
13004327	03/20/2013 15:55:55	1019 3RD AV S APT# 113 PAYETTE	PAYETTE, ID	MEDICAL / MEDICAL TRANSPORT
13004328	03/20/2013 16:21:21	1571 N 3RD ST PAYETTE	PAYETTE, ID	MEDICAL / MEDICAL TRANSPORT
13004390	03/21/2013 18:15:20	225 N IOWA AVE PAYETTE	PAYETTE, ID	MEDICAL / MEDICAL TRANSPORT
13004391	03/21/2013 18:38:29	429 S 11TH ST APT# 8 PAYETTE	PAYETTE	MEDICAL / MEDICAL TRANSPORT
13004412	03/22/2013 01:51:12	HWY 52 NEAR CROSS PAYETTE	PAYETTE	STOLEN VEHICLE
13004455	03/22/2013 17:56:55	9385 KENNEDY PAYETTE	PAYETTE, ID	SUSP CIRCUMSTANCES
13004481	03/23/2013 03:29:32	307 N 11TH ST APT# 8 PAYETTE	PAYETTE	FIRE ALARM
13004494	03/23/2013 12:20:35	2992 HWY 52 PAYETTE	PAYETTE	STRUCTURE FIRE
13004508	03/23/2013 16:30:14	E SIDE OF HWY 95 200 YDS PAYETTE	PAYETTE, ID	FIRE
13004567	03/24/2013 17:37:47	7TH AVE N AND N 6TH PAYETTE	PAYETTE	VEH FIRE
13004614	03/25/2013 11:36:54	920 NW 11TH AVE		FIRE
13004625	03/25/2013 14:26:08	2301 7TH AVE N PAYETTE	PAYETTE	MEDICAL / MEDICAL TRANSPORT
13004660	03/26/2013 10:00:52	1080 6TH AVE AVE S APT# 7 PAYETTE	PAYETTE, ID	MEDICAL / MEDICAL TRANSPORT
13004691	03/26/2013 19:42:16	317 3RD AVE N PAYETTE	PAYETTE	MEDICAL / MEDICAL TRANSPORT
13004755	03/28/2013 08:56:56	1481 7TH AVE N PAYETTE	PAYETTE	MEDICAL / MEDICAL TRANSPORT
13004822	03/29/2013 11:19:51	822 8TH AVE N PAYETTE	PAYETTE, ID	HAZ MAT
13004853	03/29/2013 21:21:01	907 7TH AVE N APT# 4 Payette	Payette	SUICIDAL SUBJ / MENTAL HOLD
13004925	03/30/2013 20:32:47	2494 WATTS LN PAYETTE	PAYETTE	MEDICAL / MEDICAL TRANSPORT

Total Calls: 43

Combined Funds

Revenue	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
311100 PROPERTY TAXES	23,466.31	5.56	1,114,156.87	46.01	1,917,850.00	-803,693.13
311110 ASSESSMENT RECEIPTS	73.57	0.02	4,634.96	0.19	10,000.00	-5,365.04
311120 BOND RECEIPTS - LIBRARY	410.41	0.10	25,272.51	1.04	47,699.00	-22,426.49
316000 FRENCHISE FEES	37,982.66	9.01	51,470.56	2.13	75,000.00	-23,529.44
319100 PENALTY & INTEREST	1,578.61	0.37	12,745.62	0.53	21,060.00	-8,314.38
320000 FUEL REVENUE	2,090.45	0.50	9,900.51	0.41	30,000.00	-20,099.49
321100 BUSINESS & ALCOHOL LICENSES	345.00	0.08	7,734.50	0.32	10,000.00	-2,265.50
321900 PLANNING & ZONING FEES	300.00	0.07	1,492.00	0.06	4,000.00	-2,508.00
322100 BUILDING PERMITS	2,534.59	0.60	6,780.01	0.28	25,000.00	-18,219.99
331000 GRANTS, GIFTS AND DONATIONS	3.00	0.00	7.97	0.00	116,500.00	-116,492.03
331200 JAG GRANT	0.00	0.00	0.00	0.00	1,600.00	-1,600.00
331400 USER FEES	0.00	0.00	2,720.37	0.11	3,500.00	-779.63
335000 STATE SHARED REVENUE	0.00	0.00	114,584.37	4.73	210,000.00	-95,415.63
335100 STATE LIQUOR APPORTIONMENT	0.00	0.00	36,924.00	1.52	80,000.00	-43,076.00
335300 HIGHWAY USERS TAX (GAS TAX)	0.00	0.00	125,160.49	5.17	248,000.00	-122,839.51
335400 COURT REVENUE	3,518.00	0.83	17,136.36	0.71	40,000.00	-22,863.64
335500 COUNTY SALES TAX	0.00	0.00	90,351.17	3.73	165,000.00	-74,648.83
335600 SALES TAX	1.80	0.00	31.55	0.00	50.00	-18.45
338000 COUNTY MATCHING FUNDS	0.00	0.00	0.00	0.00	3,000.00	-3,000.00
338100 ROAD & BRIDGE TAX	1,153.16	0.27	52,552.21	2.17	75,000.00	-22,447.79
343200 ENCHROACHMENT PERMIT RECEIPTS	250.00	0.06	650.00	0.03	1,200.00	-550.00
345100 GARBAGE COLLECTION	25,255.57	5.99	151,236.94	6.25	290,000.00	-138,763.06
345200 CART RENTAL COLLECTION	5,463.89	1.30	33,008.34	1.36	60,000.00	-26,991.66
346100 WATER METERED SALES	57,864.77	13.72	376,728.12	15.56	689,075.00	-312,346.88
346200 WATER CONNECTION FEES	0.00	0.00	0.00	0.00	8,000.00	-8,000.00
346900 OTHER REVENUE-WATER - FIRE	562.85	0.13	3,413.78	0.14	5,000.00	-1,586.22
347100 SEWER SERVICE REVENUE	94,128.25	22.32	588,626.59	24.31	1,098,677.00	-510,050.41
347200 SEWER CONNECTION FEES	0.00	0.00	0.00	0.00	3,000.00	-3,000.00
350400 POOL REVENUE	2,392.75	0.57	5,950.00	0.25	52,000.00	-46,050.00
350500 POOL REVENUE - CONCESSION	0.00	0.00	5.00	0.00	9,000.00	-8,995.00
350600 POOL REVENUE - LESSONS	0.00	0.00	0.00	0.00	8,000.00	-8,000.00
350700 POOL REVENUE - SPECIAL EVENTS	0.00	0.00	83.25	0.00	500.00	-416.75
353100 DOG LICENSES	712.00	0.17	7,481.00	0.31	9,000.00	-1,519.00
353200 DOG FINES	60.00	0.02	560.00	0.02	1,300.00	-740.00
353300 DOG IMPOUND	320.00	0.08	925.00	0.04	1,500.00	-575.00
356000 RURAL DUES	4,444.37	1.05	2,720.00	0.11	5,000.00	-2,280.00
361000 FINES & FORFEITS	55.86	0.01	28,092.30	1.16	54,000.00	-25,907.70
371000 INTEREST EARNED	0.00	0.00	3,624.17	0.15	6,370.00	-2,745.83
371150 BAB INTEREST	0.00	0.00	27,891.94	1.15	28,000.00	-108.06
373100 ENGINEERING COST REIMBURSEMENT	0.00	0.00	227.50	0.01	3,000.00	-2,772.50
379000 MISCELLANEOUS REVENUE	2,122.74	0.50	84,765.07	3.50	695,000.00	-610,234.93
379100 SANITATION CONTRACT	0.00	0.00	0.00	0.00	30,000.00	-30,000.00
398000 UNENCUMBERED FUNDS	0.00	0.00	0.00	0.00	68,361.00	-68,361.00
398100 UNENCUMBERED FUNDS	0.00	0.00	0.00	0.00	513,074.00	-513,074.00
398200 UNENCUMBERED FUNDS TO CAPITAL	0.00	0.00	0.00	0.00	306,900.00	-306,900.00
398201 RESERVE TO STOPLIGHT	0.00	0.00	0.00	0.00	34,000.00	-34,000.00
399000 TRANSFER FROM OTHER FUND	12,600.00	2.99	75,600.00	3.12	167,905.00	-92,305.00
399100 SPRING CLEAN UP	0.00	0.00	0.00	0.00	15,000.00	-15,000.00

Combined Funds

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
399200 WATER FUND PORTION	0.00	0.00	0.00	0.00	9,290.00	-9,290.00
399300 SEWER FUND PORTION	0.00	0.00	0.00	0.00	9,290.00	-9,290.00

Expenses	Total Revenue	279,780.61	100.00	3,065,245.03	100.00	7,264,701.00	-4,199,455.97
-----------------	----------------------	-------------------	---------------	---------------------	---------------	---------------------	----------------------

LEGISLATIVE

110 Salaries	900.00	0.21	5,400.00	0.22	10,800.00	5,400.00
200 Personnel Benefits	27.60	0.01	278.91	0.01	331.00	52.09
230 FICA	55.80	0.01	334.80	0.01	670.00	335.20
240 MEDICARE	13.05	0.00	78.30	0.00	157.00	78.70
260 Worker's Compensation	113.00	0.03	113.00	0.00	113.00	0.00
261 Retirement	93.51	0.02	561.06	0.02	1,147.00	585.94
270 Insurance	267.91	0.06	1,217.15	0.05	14,586.00	13,368.85
305 Election	0.00	0.00	0.00	0.00	200.00	200.00
350 Planning & Zoning Stipend	0.00	0.00	0.00	0.00	1,680.00	1,680.00
543 Dues & Subscriptions	0.00	0.00	3,491.00	0.14	3,900.00	409.00
544 Promotions and Donations	548.00	0.13	2,922.50	0.12	3,900.00	977.50
580 Travel/Meetings/Education	178.37	0.04	432.48	0.02	3,000.00	2,567.52
610 Supplies-Operating	18.26	0.00	116.79	0.00	2,000.00	1,883.21
613 Economic Development	7,515.25	1.78	7,541.25	0.31	7,677.00	135.75
810 Donation-Soil Conservation	0.00	0.00	0.00	0.00	1,000.00	1,000.00
811 Donation-Payette Museum	0.00	0.00	2,000.00	0.08	2,000.00	0.00
812 Donation-Snake River Transit	7,500.00	1.78	15,000.00	0.62	15,000.00	0.00
Account Total	17,230.75	4.09	39,487.24	1.63	68,161.00	28,673.76

EXECUTIVE

110 Salaries	500.00	0.12	3,000.00	0.12	6,000.00	3,000.00
200 Personnel Benefits	9.20	0.00	74.88	0.00	110.00	35.12
230 FICA	31.00	0.01	186.00	0.01	372.00	186.00
240 MEDICARE	7.25	0.00	43.50	0.00	87.00	43.50
260 Worker's Compensation	19.00	0.00	19.00	0.00	19.00	0.00
261 Retirement	51.95	0.01	311.70	0.01	637.00	325.30
270 Insurance	424.39	0.10	2,546.34	0.11	4,799.00	2,252.66
544 Promotions and Donations	0.00	0.00	30.00	0.00	750.00	720.00
581 Mayor's Youth Advisory Council	0.00	0.00	0.00	0.00	2,000.00	2,000.00
613 Economic Development	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Account Total	1,042.79	0.25	6,211.42	0.26	17,774.00	11,562.58

ADMINISTRATION

110 Salaries	11,117.41	2.64	71,567.77	2.96	144,286.00	72,718.23
130 Overtime	0.00	0.00	396.24	0.02	100.00	-296.24
200 Personnel Benefits	26.95	0.01	245.36	0.01	323.00	77.64
230 FICA	689.29	0.16	4,461.88	0.18	5,403.00	941.12
240 MEDICARE	161.22	0.04	1,043.45	0.04	2,093.00	1,049.55
250 Reserve for Unemployment	0.00	0.00	521.74	0.02	2,500.00	1,978.26

Combined Funds

CODE	DESCRIPTION	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
260	Worker's Compensation	581.00	0.14	581.00	0.02	203.00	-378.00
261	Retirement	1,155.11	0.27	7,477.08	0.31	15,327.00	7,849.92
270	Insurance	2,337.07	0.55	13,738.95	0.57	28,158.00	14,419.05
300	Professional Purchased Services	1,604.54	0.38	11,892.79	0.49	35,000.00	23,107.21
320	Legal	2,700.00	0.64	13,500.00	0.56	41,200.00	27,700.00
340	Building Inspection	834.22	0.20	9,664.55	0.40	25,000.00	15,335.45
344	Employee Drug Testing	0.00	0.00	353.75	0.01	530.00	176.25
410	Utilities	827.36	0.20	4,011.40	0.17	10,000.00	5,988.60
420	Custodial & Cleaning	625.00	0.15	3,750.00	0.15	8,300.00	4,550.00
430	Repair and Maint-Other	0.00	0.00	1,104.58	0.05	4,000.00	2,895.42
505	Postage	0.00	0.00	126.48	0.01	2,600.00	2,473.52
530	Telephone & Communication	445.17	0.11	2,330.21	0.10	5,000.00	3,169.79
531	Information Technology	584.59	0.14	892.51	0.04	1,000.00	4,018.56
540	Advertising & Publishing	240.54	0.06	981.44	0.04	5,000.00	4,018.56
541	Printing & Binding	0.00	0.00	2,788.00	0.12	5,000.00	2,212.00
543	Dues & Subscriptions	0.00	0.00	2,109.88	0.09	5,000.00	2,890.12
580	Travel/Meetings/Education	10.06	0.00	371.62	0.02	3,900.00	3,528.38
610	Supplies-Operating	315.16	0.07	2,706.34	0.11	9,000.00	6,293.66
612	Supplies-Other	7.00	0.00	160.89	0.01	7,000.00	6,839.11
714	Capital Outlay - Misc	1,397.07	0.33	4,117.83	0.17	8,311.00	4,193.17
773	Capital Outlay - Copier	176.00	0.04	1,248.62	0.05	5,000.00	3,751.38
830	Sales Tax	0.00	0.00	0.00	0.00	25.00	25.00
846	Transfer to Insurance Fund	0.00	0.00	0.00	0.00	9,300.00	9,300.00
	Account Total	25,834.76	6.13	162,144.36	6.70	389,059.00	226,914.64
CODE	ENFORCEMENT						
110	Salaries	2,296.01	0.54	14,901.63	0.62	29,791.00	14,889.37
200	Personnel Benefits	9.20	0.00	61.39	0.00	110.00	48.61
230	FICA	142.36	0.03	923.95	0.04	1,847.00	923.05
240	MEDICARE	33.30	0.01	216.11	0.01	432.00	215.89
260	Worker's Compensation	503.00	0.12	503.00	0.02	503.00	0.00
261	Retirement	238.56	0.06	1,548.30	0.06	3,165.00	1,616.70
270	Insurance	381.54	0.09	2,480.01	0.10	4,632.00	2,151.99
300	Professional Purchased Services	0.00	0.00	323.00	0.01	2,500.00	2,177.00
342	Impoundment/Code Enforcement	0.00	0.00	0.00	0.00	3,000.00	3,000.00
410	Utilities	264.90	0.06	1,035.46	0.04	1,500.00	464.54
431	Repair and Maint-Auto	0.00	0.00	0.00	0.00	1,000.00	1,000.00
432	Repair and Maint-Buildings	0.00	0.00	40.23	0.00	1,000.00	959.77
505	Postage	0.00	0.00	0.00	0.00	500.00	500.00
540	Advertising & Publishing	0.00	0.00	0.00	0.00	500.00	500.00
543	Dues & Subscriptions	0.00	0.00	80.00	0.00	75.00	-5.00
610	Supplies-Operating	8.00	0.00	277.41	0.01	2,500.00	2,222.59
626	Gas and Oil	219.98	0.05	1,124.23	0.05	3,000.00	1,875.77
	Account Total	4,096.85	0.97	23,514.72	0.97	56,055.00	32,540.28
SHOP							
110	Salaries	2,800.00	0.66	18,164.13	0.75	36,415.00	18,250.87
200	Personnel Benefits	9.20	0.00	71.40	0.00	110.00	38.60
230	FICA	173.60	0.04	1,126.19	0.05	2,258.00	1,131.81
240	MEDICARE	40.60	0.01	263.39	0.01	528.00	264.61
260	Worker's Compensation	1,117.00	0.26	1,117.00	0.05	1,117.00	0.00

Combined Funds

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
LAW ENFORCEMENT						
261 Retirement	290.92	0.07	1,887.27	0.08	3,868.00	1,980.73
270 Insurance	1,081.80	0.26	2,119.10	0.09	432.00	-1,687.10
344 Employee Drug Testing	0.00	0.00	0.00	0.00	100.00	100.00
410 Utilities	650.41	0.15	2,556.14	0.11	4,500.00	1,943.86
431 Repair and Maint-Auto	0.00	0.00	64.65	0.00	500.00	435.35
530 Telephone & Communication	28.29	0.01	140.02	0.01	550.00	409.98
610 Supplies-Operating	0.00	0.00	105.07	0.00	1,000.00	894.93
611 Supplies-Shop	314.26	0.07	1,594.19	0.07	5,000.00	3,405.81
626 Gas and Oil	91.02	0.02	527.19	0.02	1,000.00	472.81
721 Capital Outlay - Shop	0.00	0.00	0.00	0.00	7,000.00	7,000.00
Account Total	6,597.10	1.56	29,735.74	1.23	64,378.00	34,642.26
FIRE PROTECTION						
110 Salaries	9,198.70	2.18	60,830.17	2.51	118,172.00	57,341.83
116 Salaries-Firemen Paid Call	2,516.50	0.60	4,080.92	0.17	36,840.00	32,759.08
117 Salaries-Drill Night	3,625.00	0.86	6,585.50	0.27	18,000.00	11,414.50
130 Overtime	0.00	0.00	0.00	0.00	1,000.00	1,000.00
200 Personnel Benefits	27.60	0.01	226.04	0.01	331.00	104.96
Account Total	102,745.02	24.36	499,585.09	20.63	1,004,629.00	505,043.91

Combined Funds

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
216 Personnel Benefits-Firemen	0.00	0.00	0.00	0.00	2,820.00	2,820.00
217 Personnel Benefits-Drill Nights	0.00	0.00	0.00	0.00	7,601.00	7,601.00
230 FICA	380.79	0.09	661.17	0.03	3,400.00	2,738.83
240 MEDICARE	222.46	0.05	1,036.67	0.04	2,509.00	1,472.33
250 Reserve for Unemployment	0.00	0.00	6.57	0.00	1,000.00	993.43
260 Worker's Compensation	6,750.00	1.60	6,750.00	0.28	5,469.00	-1,281.00
261 Retirement	2,663.66	0.63	17,228.42	0.71	33,348.00	16,119.58
270 Insurance	1,941.24	0.46	11,812.24	0.49	23,472.00	11,659.76
344 Employee Drug Testing	25.00	0.01	70.00	0.00	500.00	430.00
410 Utilities	680.15	0.16	3,535.36	0.15	8,500.00	4,964.64
430 Repair and Maint-Other	0.00	0.00	119.83	0.00	1,000.00	880.17
431 Repair and Maint-Auto	0.00	0.00	644.30	0.03	8,500.00	7,855.70
432 Repair and Maint-Buildings	878.00	0.21	988.40	0.04	1,000.00	11.60
433 Repair and Maint-Equipment	37.53	0.01	513.37	0.02	3,900.00	3,386.63
450 Contract Services	0.00	0.00	0.00	0.00	15,000.00	15,000.00
505 Postage	0.00	0.00	0.00	0.00	100.00	100.00
530 Telephone & Communication	214.98	0.05	1,555.70	0.06	4,500.00	2,944.30
531 Information Technology	0.00	0.00	0.00	0.00	1,000.00	1,000.00
543 Dues & Subscriptions	232.88	0.06	1,159.77	0.05	1,500.00	340.23
560 Uniforms	0.00	0.00	729.98	0.03	12,000.00	11,270.02
580 Travel/Meetings/Education	271.97	0.06	1,417.27	0.06	5,000.00	3,582.73
606 Public Education	7.20	0.00	48.71	0.00	1,000.00	951.29
610 Supplies-Operating	215.62	0.05	986.79	0.04	3,500.00	2,513.21
612 Supplies-Other	14.00	0.00	238.85	0.01	4,000.00	3,761.15
614 Minor Equipment	0.00	0.00	482.00	0.02	6,000.00	5,518.00
626 Gas and Oil	364.63	0.09	2,361.93	0.10	22,850.00	3,638.07
768 Capital Outlay -	0.00	0.00	0.00	0.00	300,000.00	22,850.00
801 Fire station construction	0.00	0.00	0.00	0.00	1,500.00	300,000.00
826 Grants	0.00	0.00	0.00	0.00	1,500.00	1,500.00
Account Total	30,267.91	7.18	124,069.96	5.12	655,762.00	531,692.04
STREET MAINTENANCE						
110 Salaries	9,603.20	2.28	52,828.12	2.18	125,847.00	73,018.88
130 Overtime	0.00	0.00	505.95	0.02	250.00	-255.95
200 Personnel Benefits	86.80	0.02	292.71	0.01	442.00	149.29
230 FICA	595.40	0.14	3,308.42	0.14	7,825.00	4,494.58
240 MEDICARE	139.24	0.03	773.76	0.03	1,825.00	1,051.24
260 Worker's Compensation	11,300.00	2.68	11,300.00	0.47	11,051.00	-249.00
261 Retirement	997.76	0.24	5,327.13	0.22	13,368.00	8,040.87
270 Insurance	3,407.10	0.81	16,375.94	0.68	40,512.00	24,136.06
300 Professional Purchased Services	195.00	0.05	2,831.00	0.12	30,000.00	27,169.00
410 Utilities	781.65	0.19	3,424.58	0.14	7,500.00	4,075.42
431 Repair and Maint-Auto	1,708.29	0.41	6,994.99	0.29	16,000.00	9,005.01
433 Repair and Maint-Equipment	41.28	0.01	1,558.16	0.06	6,000.00	4,441.84
435 Repair and Maint-Bridges	0.00	0.00	0.00	0.00	3,000.00	3,000.00
436 Repair and Maint-Storm Sewer	0.00	0.00	1,159.28	0.05	5,000.00	3,840.72
465 Fees-Dig Line	21.28	0.01	106.40	0.00	500.00	393.60
505 Postage	0.00	0.00	0.00	0.00	50.00	50.00
530 Telephone & Communication	134.54	0.03	754.60	0.03	2,500.00	1,745.40
531 Information Technology	0.00	0.00	0.00	0.00	600.00	600.00
540 Advertising & Publishing	0.00	0.00	0.00	0.00	100.00	100.00

Combined Funds

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
543 Dues & Subscriptions	0.00	0.00	492.89	0.02	2,500.00	2,007.11
601 Paint & Supplies	0.00	0.00	3,798.31	0.16	9,000.00	5,201.69
610 Supplies-Operating	281.00	0.07	5,963.80	0.25	12,000.00	6,036.20
612 Supplies-Other	795.81	0.19	2,651.56	0.11	5,000.00	2,348.44
615 Chemicals	0.00	0.00	0.00	0.00	5,000.00	5,000.00
626 Gas and Oil	594.68	0.14	6,492.82	0.27	15,000.00	8,507.18
627 Supplies-Sand/Gravel/Asphalt	0.00	0.00	28,915.85	1.19	110,000.00	81,084.15
628 Street Signs	0.00	0.00	0.00	0.00	2,000.00	2,000.00
740 Capital Outlay - Equipment	0.00	0.00	102,000.00	4.21	102,000.00	0.00
760 Capital Outlay - Streets -	0.00	0.00	0.00	0.00	100,000.00	100,000.00
761 Capital Outlay-Contingency	0.00	0.00	12,247.00	0.51	12,978.00	731.00
772 Capital Outlay ~ Stoplight at	0.00	0.00	-239,254.46	-9.88	0.00	239,254.46
Account Total	30,683.03	7.28	30,848.81	1.27	647,826.00	616,977.19
SNOW AND ICE						
110 Salaries	0.00	0.00	8,567.75	0.35	8,000.00	-567.75
130 Overtime	0.00	0.00	526.40	0.02	2,000.00	1,473.60
200 Personnel Benefits	0.00	0.00	26.33	0.00	0.00	-26.33
230 FICA	0.00	0.00	563.52	0.02	0.00	-563.52
240 MEDICARE	0.00	0.00	131.78	0.01	0.00	-131.78
261 Retirement	0.00	0.00	859.02	0.04	0.00	-859.02
270 Insurance	0.00	0.00	2,222.78	0.09	0.00	-2,222.78
433 Repair and Maint-Equipment	2,771.93	0.66	2,771.93	0.11	2,500.00	-271.93
610 Supplies-Operating	0.00	0.00	0.00	0.00	1,000.00	1,000.00
626 Gas and Oil	0.00	0.00	74.79	0.00	4,000.00	3,925.21
627 Supplies-Sand/Gravel/Asphalt	0.00	0.00	6,434.30	0.27	6,000.00	-434.30
Account Total	2,771.93	0.66	22,178.60	0.92	23,500.00	1,321.40
STREET LIGHTING						
410 Utilities	5,410.82	1.28	27,861.66	1.15	60,000.00	32,138.34
437 Repair and Maint-Lights	285.10	0.07	431.38	0.02	3,000.00	2,568.62
Account Total	5,695.92	1.35	28,293.04	1.17	63,000.00	34,706.96
SANITATION						
451 Contract-Hauling	21,000.00	4.98	137,689.29	5.69	260,000.00	122,310.71
452 Contract-Cart Rental	5,512.01	1.31	33,862.93	1.40	60,000.00	26,137.07
605 Supplies-Office	0.00	0.00	0.00	0.00	300.00	300.00
841 Transfer to General Fund	0.00	0.00	0.00	0.00	30,000.00	30,000.00
843 Transfer to Streets	0.00	0.00	0.00	0.00	15,000.00	15,000.00
Account Total	26,512.01	6.29	171,552.22	7.08	365,300.00	193,747.78
STREET CLEANING						
110 Salaries	0.00	0.00	2,823.00	0.12	28,874.00	26,051.00
130 Overtime	0.00	0.00	42.75	0.00	0.00	-42.75
140 Salaries - Fall/Spring Cleanup	0.00	0.00	11,320.43	0.47	8,500.00	-2,820.43
200 Personnel Benefits	0.00	0.00	41.14	0.00	1,790.00	1,748.86
230 FICA	0.00	0.00	878.15	0.04	0.00	-878.15
240 MEDICARE	0.00	0.00	205.38	0.01	419.00	213.62
261 Retirement	0.00	0.00	997.10	0.04	0.00	-997.10
270 Insurance	0.00	0.00	2,164.42	0.09	0.00	-2,164.42
425 Spring/Fall Cleanup	0.00	0.00	5,577.79	0.23	6,000.00	422.21

Combined Funds

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
WATER						
433 Repair and Maint-Equipment	2,056.42	0.49	2,236.05	0.09	6,000.00	3,763.95
461 Fees-Landfill	12.09	0.00	56.61	0.00	250.00	193.39
610 Supplies-Operating	1,047.25	0.25	1,085.37	0.04	4,000.00	2,914.63
612 Supplies-Other	0.00	0.00	0.00	0.00	500.00	500.00
626 Gas and Oil	1,269.99	0.30	3,573.84	0.15	5,000.00	1,426.16
Account Total	4,385.75	1.04	31,002.03	1.28	61,443.00	30,440.97
110 Salaries	13,454.07	3.19	108,509.81	4.46	217,809.00	109,299.19
130 Overtime	55.73	0.01	1,387.58	0.06	5,000.00	3,612.42
200 Personnel Benefits	69.28	0.02	680.69	0.03	721.00	40.31
230 FICA	837.60	0.20	6,813.62	0.28	13,061.00	6,247.38
240 MEDICARE	195.89	0.05	1,593.52	0.07	3,158.00	1,564.48
260 Worker's Compensation	6,450.00	1.53	6,450.00	0.27	6,330.00	-120.00
261 Retirement	1,403.64	0.33	10,557.43	0.44	23,077.00	12,519.57
270 Insurance	4,537.22	1.08	29,665.49	1.23	62,230.00	32,564.51
300 Professional Purchased Services	1,587.04	0.38	1,912.04	0.08	10,000.00	8,087.96
344 Employee Drug Testing	0.00	0.00	18.75	0.00	200.00	181.25
410 Utilities	0.00	0.00	16,286.36	0.67	40,000.00	23,713.64
430 Repair and Maint-Other	0.00	0.00	173.60	0.01	4,000.00	3,826.40
431 Repair and Maint-Auto	80.93	0.02	825.66	0.03	4,000.00	3,174.34
432 Repair and Maint-Buildings	0.00	0.00	578.91	0.02	1,000.00	421.09
440 Repair and Maint-Distribution	1,389.31	0.33	8,868.61	0.37	30,000.00	21,131.39
462 Fees-DEQ	0.00	0.00	10,472.00	0.43	12,000.00	1,528.00
463 Fees-Water Testing	250.00	0.06	938.75	0.04	8,000.00	7,061.25
465 Fees-Dig Line	21.27	0.01	106.35	0.00	200.00	93.65
505 Postage	806.50	0.19	4,087.19	0.17	10,000.00	5,912.81
530 Telephone & Communication	134.87	0.03	755.90	0.03	3,000.00	2,244.10
531 Information Technology	393.33	0.09	757.00	0.03	2,000.00	1,245.00
543 Dues & Subscriptions	0.00	0.00	467.89	0.02	2,000.00	1,532.11
580 Travel/Meetings/Education	64.58	0.02	134.58	0.01	2,000.00	1,865.42
610 Supplies-Operating	100.43	0.02	874.80	0.04	6,000.00	5,125.20
612 Supplies-Other	37.16	0.01	590.81	0.02	1,500.00	909.19
615 Chemicals	0.00	0.00	6,441.92	0.27	12,000.00	5,558.08
619 Meters	124.16	0.03	2,402.16	0.10	10,000.00	7,597.84
626 Gas and Oil	506.42	0.12	3,036.36	0.13	8,000.00	4,963.64
750 Capital Outlay - Water	0.00	0.00	690.00	0.03	65,000.00	64,310.00
751 Capital Outlay - Rehab Wells	0.00	0.00	28,440.00	1.17	26,760.00	-1,680.00
752 Capital Outlay -	0.00	0.00	0.00	0.00	53,169.00	53,169.00
805 Cash Over/Short	0.00	0.00	0.00	0.00	50.00	50.00
844 Transfer to Water Rehab Fund	6,300.00	1.49	37,800.00	1.56	92,770.00	54,970.00
846 Transfer to Insurance Fund	0.00	0.00	0.00	0.00	9,290.00	9,290.00
Account Total	42,199.24	10.01	292,315.78	12.07	744,325.00	452,009.22
Water Rehab Projects						
800 Projects	0.00	0.00	0.00	0.00	92,305.00	92,305.00
Account Total					92,305.00	92,305.00
SEWER						
110 Salaries	17,944.76	4.25	131,461.31	5.43	258,910.00	127,448.69
130 Overtime	700.04	0.17	2,699.53	0.11	7,000.00	4,300.47

Combined Funds

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
200 Personnel Benefits	50,97	0.01	549.70	0.02	980.00	430.30
230 FICA	1,154.30	0.27	8,316.51	0.34	15,610.00	7,293.49
240 MEDICARE	269.92	0.06	1,944.93	0.08	3,754.00	1,809.07
260 Worker's Compensation	7,083.50	1.68	7,083.50	0.29	2,150.00	-4,933.50
261 Retirement	1,934.33	0.46	13,398.09	0.55	27,454.00	14,055.91
270 Insurance	5,092.53	1.21	30,554.17	1.26	79,479.00	48,924.83
300 Professional Purchased Services	716.02	0.17	3,927.27	0.16	111,000.00	107,072.73
344 Employee Drug Testing	0.00	0.00	188.75	0.01	500.00	311.25
410 Utilities	8,059.82	1.91	44,064.31	1.82	100,000.00	55,935.69
430 Repair and Maint-Other	0.00	0.00	225.78	0.01	1,000.00	774.22
431 Repair and Maint-Auto	26.99	0.01	1,149.10	0.05	10,000.00	8,850.90
441 Repair and Maint-Plant	1,899.76	0.45	14,863.65	0.61	45,000.00	30,136.35
442 Repair and Maint-Collection	905.13	0.21	9,406.78	0.39	20,000.00	10,593.22
460 Sludge Disposal	879.52	0.21	3,269.05	0.13	11,000.00	7,730.95
464 Fees-Lab Testing	0.00	0.00	499.02	0.02	15,000.00	14,500.98
465 Fees-Dig Line	21.27	0.01	106.35	0.00	200.00	93.65
505 Postage	824.57	0.20	4,029.38	0.17	9,000.00	4,970.62
530 Telephone & Communication	173.78	0.04	1,004.71	0.04	2,500.00	1,495.29
531 Information Technology	393.33	0.09	754.99	0.03	1,500.00	745.01
543 Dues & Subscriptions	0.00	0.00	667.89	0.03	11,000.00	10,332.11
580 Travel/Meetings/Education	176.82	0.04	1,027.82	0.04	4,000.00	2,972.18
610 Supplies-Operating	229.90	0.05	6,050.97	0.25	11,000.00	4,949.03
615 Chemicals	0.00	0.00	9,684.76	0.40	48,000.00	38,315.24
626 Gas and Oil	330.04	0.08	1,410.58	0.06	6,000.00	4,589.42
635 Rehab Projects	6,300.00	1.49	37,800.00	1.56	75,600.00	37,800.00
740 Capital Outlay - Equipment	0.00	0.00	0.00	0.00	129,000.00	129,000.00
743 Capital Outlay - Software &	269.00	0.06	2,317.75	0.10	3,000.00	682.25
763 Capital Outlay - CMOW,	0.00	0.00	0.00	0.00	32,850.00	32,850.00
846 Transfer to Insurance Fund	0.00	0.00	0.00	0.00	9,290.00	9,290.00
900 Debt Service	0.00	0.00	0.00	0.00	10,000.00	10,000.00
901 Debt Service-DEQ	0.00	0.00	111,943.17	4.62	156,000.00	44,056.83
903 USDA Reserve	0.00	0.00	0.00	0.00	10,000.00	10,000.00
Account Total	55,436.30	13.14	450,399.82	18.60	1,227,777.00	777,377.18
Sewer Renab Project						
800 Projects	0.00	0.00	2,578.00	0.11	75,600.00	73,022.00
Account Total			2,578.00	0.11	75,600.00	73,022.00
AIRPORT						
110 Salaries	0.00	0.00	0.00	0.00	1,500.00	1,500.00
230 FICA	0.00	0.00	0.00	0.00	93.00	93.00
240 MEDICARE	0.00	0.00	0.00	0.00	22.00	22.00
300 Professional Purchased Services	277.50	0.07	277.50	0.01	1,500.00	1,222.50
410 Utilities	251.20	0.06	1,252.28	0.05	2,500.00	1,247.72
420 Custodial & Cleaning	0.00	0.00	0.00	0.00	250.00	250.00
439 Repair and Maint-Airport	250.19	0.06	269.18	0.01	2,500.00	2,230.82
580 Travel/Meetings/Education	70.62	0.02	70.62	0.00	0.00	-70.62
610 Supplies-Operating	0.00	0.00	14.86	0.00	1,000.00	985.14
625 Fuel - Airport	0.00	0.00	9,874.22	0.41	27,330.00	17,455.78
629 Fuel - Expenses	1,122.84	0.27	1,836.68	0.08	2,885.00	1,048.32
731 Capital Outlay - Airport	0.00	0.00	0.00	0.00	2,000.00	2,000.00

Combined Funds

	Account Total	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
RECREATION							
110 Salaries	1,972.35	1,074.21	0.25	20,885.04	0.86	47,462.00	26,576.96
115 Salaries-Guards		3,352.94	0.80	12,599.38	0.52	76,184.00	63,584.62
130 Overtime		117.66	0.03	354.17	0.01	200.00	-154.17
200 Personnel Benefits		9.20	0.00	56.48	0.00	121.00	64.52
215 Personnel Benefits-Guards		0.00	0.00	0.00	0.00	5,335.00	5,335.00
230 FICA		281.77	0.07	2,097.97	0.09	7,666.00	5,568.03
240 MEDICARE		65.89	0.02	490.68	0.02	1,793.00	1,302.32
250 Reserve for Unemployment		0.00	0.00	1,017.20	0.04	2,300.00	1,282.80
260 Worker's Compensation		0.00	0.00	5,088.00	0.21	5,088.00	0.00
261 Retirement		5,088.00	1.21	1,017.20	0.04	5,088.00	3,525.37
270 Insurance		123.84	0.03	1,516.63	0.06	5,042.00	3,525.37
344 Employee Drug Testing		381.54	0.09	3,626.94	0.15	13,676.00	10,049.06
410 Utilities		110.00	0.03	160.00	0.01	400.00	240.00
430 Repair and Maint-Other		3,898.18	0.92	16,106.62	0.67	40,000.00	23,893.38
438 Repair and Maint-Pool		478.00	0.11	5,130.44	0.21	10,000.00	4,869.56
505 Postage		900.63	0.21	3,027.78	0.13	5,000.00	1,972.22
530 Telephone & Communication		0.00	0.00	0.00	0.00	100.00	100.00
531 Information Technology		80.81	0.02	401.07	0.02	1,000.00	598.93
540 Advertising & Publishing		0.00	0.00	75.00	0.00	800.00	725.00
543 Dues & Subscriptions		0.00	0.00	288.00	0.01	1,500.00	1,212.00
580 Travel/Meetings/Education		0.00	0.00	467.89	0.02	150.00	-317.89
610 Supplies-Operating		0.00	0.00	0.00	0.00	2,000.00	2,000.00
612 Supplies-Other		559.04	0.13	2,923.82	0.12	5,000.00	2,076.18
615 Chemicals		1,017.29	0.24	1,170.38	0.05	3,000.00	1,829.62
617 Suppliers-Concession		186.79	0.04	627.51	0.03	8,000.00	7,372.49
618 Supplies-Special Events		0.00	0.00	0.00	0.00	5,000.00	5,000.00
761 Capital Outlay-Contingency		0.00	0.00	72.90	0.00	500.00	427.10
770 Capital Outlay		0.00	0.00	5,948.00	0.25	25,000.00	19,052.00
830 Sales Tax		0.00	0.00	0.00	0.00	6,194.00	6,194.00
Account Total	17,725.79		4.20	84,154.88	3.48	279,511.00	195,356.12
PARKS							
110 Salaries		5,302.05	1.26	33,866.91	1.40	64,082.00	30,215.09
120 Salaries-Part Time		0.00	0.00	9,068.82	0.37	48,000.00	38,931.18
130 Overtime		0.00	0.00	77.47	0.00	500.00	422.53
200 Personnel Benefits		18.40	0.00	148.04	0.01	210.00	61.96
220 Personnel Benefits-Part Time		0.00	0.00	0.00	0.00	5,173.00	5,173.00
230 FICA		328.73	0.08	2,480.56	0.10	6,949.00	4,468.44
240 MEDICARE		76.88	0.02	580.10	0.02	1,625.00	1,044.90
250 Reserve for Unemployment		0.00	0.00	852.00	0.04	2,500.00	1,648.00
260 Worker's Compensation		3,934.00	0.93	3,934.00	0.16	3,816.00	1,118.00
261 Retirement		550.88	0.13	3,526.80	0.15	6,807.00	3,280.20
270 Insurance		1,326.14	0.31	7,832.19	0.32	15,400.00	7,567.81
344 Employee Drug Testing		0.00	0.00	18.75	0.00	250.00	231.25
410 Utilities		1,818.54	0.43	7,461.23	0.31	16,000.00	8,538.77
431 Repair and Maint-Auto		163.67	0.04	1,175.94	0.05	3,000.00	1,824.06
432 Repair and Maint-Buildings		19.99	0.00	105.45	0.00	3,500.00	3,394.55
433 Repair and Maint-Equipment		0.00	0.00	4,565.48	0.19	7,000.00	2,434.52

Combined Funds

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
434 Repair and Maint-Docks	0.00	0.00	0.00	0.00	2,500.00	2,500.00
470 Tree Maintenance	0.00	0.00	0.00	0.00	2,500.00	2,500.00
480 Greenway	56.24	0.01	1,978.89	0.08	3,000.00	1,021.11
505 Postage	0.00	0.00	8.77	0.00	20.00	11.23
530 Telephone & Communication	101.70	0.02	507.37	0.02	1,300.00	792.63
543 Dues & Subscriptions	0.00	0.00	647.89	0.03	700.00	52.11
580 Travel/Meetings/Education	176.59	0.04	667.21	0.03	1,000.00	332.79
610 Supplies-Operating	24.10	0.01	1,083.30	0.04	4,500.00	3,416.70
612 Supplies-Other	189.01	0.04	1,114.90	0.05	3,000.00	1,885.10
615 Chemicals	0.00	0.00	0.00	0.00	4,000.00	4,000.00
616 Plants and Seeds	0.00	0.00	48.72	0.00	3,000.00	2,951.28
626 Gas and Oil	83.66	0.02	2,252.93	0.09	8,500.00	6,247.07
769 Capital Outlay	1,493.31	0.35	1,493.31	0.06	154,000.00	152,506.69
822 Forestry Projects	0.00	0.00	0.00	0.00	4,000.00	4,000.00
Account Total	15,663.89	3.71	85,497.03	3.53	376,832.00	291,334.97
LIBRARY						
110 Salaries	7,813.58	1.85	50,325.16	2.08	101,194.00	50,868.84
200 Personnel Benefits	27.60	0.01	242.73	0.01	331.00	88.27
230 FICA	484.45	0.11	3,120.20	0.13	6,274.00	3,153.80
240 MEDICARE	113.30	0.03	729.79	0.03	1,467.00	737.21
260 Worker's Compensation	251.00	0.06	251.00	0.01	251.00	0.00
261 Retirement	702.33	0.17	4,549.46	0.19	9,013.00	4,463.54
270 Insurance	1,707.68	0.40	10,246.08	0.42	20,700.00	10,453.92
344 Employee Drug Testing	0.00	0.00	0.00	0.00	100.00	100.00
410 Utilities	1,582.60	0.38	7,246.82	0.30	8,000.00	753.18
420 Custodial & Cleaning	825.00	0.20	4,950.00	0.20	9,900.00	4,950.00
430 Repair and Maint-Other	39.29	0.01	324.60	0.01	2,000.00	1,675.40
505 Postage	0.00	0.00	8.48	0.00	500.00	491.52
530 Telephone & Communication	160.06	0.04	813.76	0.03	2,200.00	1,386.24
531 Information Technology	87.50	0.02	1,551.15	0.06	3,000.00	1,448.85
540 Advertising & Publishing	0.00	0.00	0.00	0.00	500.00	500.00
543 Dues & Subscriptions	0.00	0.00	637.89	0.03	2,900.00	2,262.11
580 Travel/Meetings/Education	0.00	0.00	433.75	0.02	600.00	166.25
607 Supplies-Children's Programs	697.39	0.17	1,221.25	0.05	5,000.00	3,778.75
610 Supplies-Operating	247.07	0.06	2,729.49	0.11	4,000.00	1,270.51
612 Supplies-Other	0.00	0.00	0.00	0.00	500.00	500.00
640 Periodicals	54.00	0.01	901.55	0.04	2,000.00	1,098.45
745 Capital Outlay - Books	1,370.16	0.32	12,557.11	0.52	25,000.00	12,442.89
753 Capital Outlay - Projects	0.00	0.00	0.00	0.00	3,011.00	3,011.00
773 Capital Outlay - Copier	227.00	0.05	1,374.24	0.06	3,500.00	2,125.76
802 Library Expansion Construction	0.00	0.00	68,319.33	2.82	365,000.00	296,680.67
830 Sales Tax	0.00	0.00	23.27	0.00	100.00	76.73
903 USDA Reserve	0.00	0.00	0.00	0.00	10,000.00	10,000.00
Account Total	16,390.01	3.89	172,557.11	7.13	587,041.00	414,483.89
DEBT SERVICE						
900 Debt Service	0.00	0.00	61,699.00	2.55	61,699.00	0.00
902 Debt Service-LTD 98-1	0.00	0.00	11,941.00	0.49	11,941.00	0.00
905 Other Expenses	0.00	0.00	0.00	0.00	1,500.00	1,500.00

CITY OF PAYETTE
Income Statement by Department
For the Accounting Period: 3 / 13

Combined Funds

	Account Total	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
INSURANCE							
520 Insurance - Liability		0.00	0.00	44,678.43	1.85	89,403.00	44,724.57
521 Insurance - Deductible		0.00	0.00	0.00	0.00	500.00	500.00
Account Total				44,678.43	1.85	89,903.00	45,224.57
CAPITAL IMPROVEMENT							
720 Capital Outlay - Buildings		0.00	0.00	0.00	0.00	75,000.00	75,000.00
766 Capital Outlay - Library		0.00	0.00	0.00	0.00	40,000.00	40,000.00
Account Total				0.00	0.00	115,000.00	115,000.00
REVOLVING LOAN							
850 Business Loans		0.00	0.00	0.00	0.00	100,000.00	100,000.00
Account Total				0.00	0.00	100,000.00	100,000.00
HEALTH CARE REIMBURSEMENT							
271 Health Care Reimbursement		7,440.34	1.76	16,868.27	0.70	35,000.00	18,131.73
272 Health Reimbursement Account		7,052.42	1.67	16,628.90	0.69	8,000.00	-8,628.90
Account Total		14,492.76	3.44	33,497.17	1.38	43,000.00	9,502.83
Total Expenses	421,744.16		100.00	2,421,536.79	100.00	7,264,901.00	4,843,364.21
Net Income (Loss)	-141,963.55		-33.66	643,708.24	26.58		

MINUTES OF A REGULAR SCHEDULED CITY OF PAYETTE AIRPORT COMMISSION MEETING HELD APRIL 8, 2013, AT 4:15 P.M. IN THE AIRPORT MEETING ROOM, PAYETTE, IDAHO.

THE MEETING WAS CALLED TO ORDER BY COMMISSIONER PETERSON.

MEMBERS PRESENT: Frazer Peterson, Jan Zatloukal, Brenda Carter, Dave Koeppen and Bert Osborn were present.

ABSENT: Gary Cox

Also in attendance were Mary Cordova, Craig Jensen, Marcus Ward and Bobbie Black.

APPROVAL OF MINUTES:

The minutes of 3-11-13 were approved unanimously by the Commission.

COMMUNICATIONS:

1. Argus Observer article – April 4, 2013: Commissioner Koeppen stated that he has requested the Argus to correct the article to reflect that the airport does not sit on the golf course property.

OLD BUSINESS:

1. Fuel at Airport: The Commission was given updated reports on fuel. We raised the Av-Gas to \$5.55 on April 3rd.

NEW BUSINESS:

1. Budget information: The Commission was provided with the expenditure and revenue reports through March. EAA has signed their lease for the City's hangar and provided the proper insurance requirements. Once an airplane is fully operational it cannot be store in the hangar and they are not allowed to sub-lease.
2. Jan Zatloukal Lease Agreement: Commissioner Zatloukal abstained from this item. Koeppen made a motion to recommend to City Council to approve the lease agreement with Jan Zatloukal as presented. The motion was seconded by Carter and passed by unanimous voice approval.
3. Brenda Carter Lease Agreement: Commissioner Carter abstained from this item. Koeppen made a motion to recommend to City Council to approve the lease agreement with Brenda Carter as presented. The motion was seconded by Zatloukal and passed by unanimous voice approval.
4. CPI recommendation to City Council: The Commission discussed having a definite index for the CPI to be passed on. Koeppen made a motion to appoint a 1 member committee consisting of Commissioner Peterson to talk to the County Assessor on land values and bring information to the next meeting. The motion was seconded by Carter and passed by unanimous voice approval.
5. 2014 Projects: Discussed that patching the road to the airport will be done this year and a possible overlay being done next budget year. The circles will be patched this year. If project is under \$10,000, then 3 quotes need to be obtained. Talked about if a general contractor would need to be obtained and was stated yes. The City Engineer can come up with an estimate so we know where we stand. Koeppen stated that he has an estimate of \$8,000 to move hill down. The 2014 projects will be the runway extension and the taxiway overlay. Talked about if the 20 year plan needed to be updated and we don't do unless the City Council is going to adhere to the plan.

GENERAL DISCUSSION:

Commissioner Koeppen stated that Mary Cordova testified on behalf of the Idaho Aeronautics and wanted to thank her.

Koeppen also stated that when the City Council discussed the airport standards he would like to be notified to be able to attend.

Marcus Ward asked about his letter from December and if any action has been taken on this. He was informed that the City Council has to decide whether they are going to change the standards or not before any action can be taken. Commissioner Koeppen stated that there is no piggybacking on someone else's access. Mr. Ward stated that he felt it was between him and the owner of the property, not the City. The standards say at or near and questioned the legality for other people.

Commissioner Carter asked about the hangar airport leases and if all leases are the same. Was stated that some are different, depending on the circumstances. Asked why everyone would not be the same, they would be the same unless permission was granted by City Council for something different. She also thought she shouldn't have to spray around her corner hangar since the City owned the land. Carter stated that sweeping is great, but they leave an 8" trail of gravel and can they hand sweep?

Commissioner Peterson that each hangar owner is being charged \$35.00 of the apron approach and he is looking into it. Ms. Cordova will draft a letter to go to the County Assessor stating that the land is owned by the City, not the hangar owners.

CITIZENS COMMENTS:

None heard.

NEXT AGENDA:

Next meeting will be held May 13, 2012 at 4:15 P.M.

The meeting adjourned at 5:06 P.M.

Recording Secretary
Bobbie Black