



**AGENDA  
PAYETTE CITY COUNCIL  
AUGUST 18, 2014  
PUBLIC HEARING & REGULAR MEETING**

**HONORABLE MAYOR JEFFREY T. WILLIAMS PRESIDING**

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

**6:00 pm – Public Hearing**

A. FY 2014-2015 Budget

**7:00 PM – Regular Meeting**

- I. ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. CITIZENS COMMENTS
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  - E. Historical Commission – August 18<sup>th</sup>
- XII. MAYOR'S COMMENTS
- XIII. CITIZEN'S COMMENTS  
(Limited to 5 minutes per person, at the discretion of the Mayor)
- XIV. ADJOURNMENT

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

**City of Payette**  
**Notice of Public Hearing**  
**Proposed Budget for Fiscal Year 2015**

Notice is hereby given that the City of Payette will hold a public hearing for consideration of the proposed budget for the fiscal period October 1, 2014, to September 30, 2015 pursuant to the provisions of Section 50-1002, Idaho Code. The hearing to be held at Payette City Hall, 700 Center Avenue, Payette, Idaho, at 6:00 PM on August 18, 2014. At said hearing interested persons may appear and show cause, if any, why said budget should or should not be adopted. A copy of the proposed budget is available for inspection at City Hall weekdays between the hours of 8 AM and 5 PM on regular business days.

<b><i>Projected Expenditures:</i></b>	FY 13 Actual Expenditures	FY 14 Budgeted Expenditures	FY 15 Projected Expenditures
Legislative & Executive	75,817	91,621	98,164
Administration	274,101	341,019	361,241
Police Dept.	988,707	1,190,454	1,268,490
Code Enforcement	48,709	59,522	64,535
Fire Dept.	306,362	402,978	519,917
Park Dept.	229,963	452,879	397,295
Street Fund	883,952	874,167	1,002,646
Library Fund	278,168	263,447	272,056
Liability Insurance Fund	89,357	85,425	89,895
Recreation Fund	229,687	262,834	297,881
Airport Fund	53,367	164,580	130,350
Capital Improvement Fund	9,945	125,000	60,200
Sanitation Fund	382,431	387,150	395,150
Water Operations and Rehab Fund	663,540	825,225	938,593
Sewer Operations and Rehab Fund	767,373	1,278,700	1,452,590
LID 98-1 Fund	9,186	13,441	13,441
Revolving Loan Fund	-	133,750	133,750
Insurance Fund	54,877	50,000	50,000
Debt Service Fund	61,699	61,699	61,699
Project Reserve	-	-	60,000
Fire Station Construction	157,976	-	-
Library Expansion Project	199,646	6,000	0
<b><i>Total All Expenditures</i></b>	<b>5,764,863</b>	<b>7,069,891</b>	<b>7,667,893</b>

<b><i>Anticipated Revenues:</i></b>	FY 13 Actual Revenues	FY 14 Budgeted Revenues	FY 15 Anticipated Revenues
<b><i>Property Tax Levy</i></b>			
General Fund	1,475,080	1,364,423	1,594,457
Street Fund	89,521	372,967	427,763
Library Fund	161,679	165,380	178,000
Liability Insurance Fund	71,036	67,225	70,775
Recreation Fund	90,819	49,228	58,999
Airport Fund	480	-	-
Capital Improvement Fund	25,158	100	10,000
Library Bond	43,994	47,809	47,809

<i>Total Property Tax Levy</i>	1,957,767	2,067,132	2,387,803
<b><u>Revenue From Other Sources</u></b>			
General Fund	1,026,494	1,174,050	1,115,185
Street Fund	709,916	501,200	574,883
Library Fund	52,087	98,067	94,056
Liability Insurance Fund	18,766	18,200	19,120
Recreation Fund	156,955	213,606	238,882
Airport Fund	55,705	164,580	130,350
Capital Improvement Fund	291	124,900	50,200
Sanitation Fund	369,974	387,150	395,150
Water Operations and Rehab Fund	930,225	825,225	938,593
Sewer Operations and Rehab Fund	1,404,732	1,278,700	1,452,590
LID 98-1 Fund	287	13,441	13,441
Revolving Loan Fund	3,849	133,750	133,750
Insurance Fund	445	50,000	50,000
Project Reserve	-	-	60,000
Fire Station Construction	-	-	-
Impact Fees	2,460	-	-
Library Expansion Project	10,000	6,000	-
Debt Services – Library Bond	76,169	13,890	13,890
<i>Total Other Sources</i>	4,818,355	5,002,759	5,280,090
<b>Total All Revenues</b>	<b>6,776,122</b>	<b>7,069,891</b>	<b>7,667,893</b>

Publication dates in the Independent Enterprise for the notice of public hearing are August 6, and August 13, 2014.

Dated this 30th Day of July, 2014

City of Payette

City Treasurer

**MINUTES  
PAYETTE CITY COUNCIL  
Work Session & Regular Meeting  
August 4, 2014**

**6:00 PM – Work Session**

**ROLL CALL**

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

Members Absent: None.

Staff Present: Staff Present: Steve Castenada, Fire Chief; Jacob Hust; Water Superintendent; Jamie Couch, Street Supervisor; Chief of Police, Mark Clark; Bert Osborn, City Attorney; Mary Cordova, City Administrator; Brenda Stowe, Administrative Services Clerk

**Budget 2014-2015**

Councilor Dale questioned page 8, the Building Contingency, she felt it didn't add up. She asked if it would be listed under Capital Improvement. Councilor Jensen asked why we showed \$125,000.00 in the budget 13 -14 and in budget 14 -15. Councilor Sands asked if it could be transferred at the end of the year. Ms. Cordova answered unencumbered funds would go back into capital fund. Dale noted a difference of 1.2 with more than two months to go, we kind of have a plus. On revenue's we get checks from the County and do we expect to get better than 99%? Ms. Cordova answered no. Sands stated that we are trying to set up the budget for next year. Dale replied how we plan for next year depends on how we end this year. Cordova stated that summer is the busiest time of year for spending and our Department Heads are conservative, not knowing what they may encounter later in the year. Sands stated that it may look like we have unused funds and that it would be a mistake not to have extra put away with the new drilling in our area. Mayor Williams explained that by approving the tentative budget we cannot go over but we can take away. He asked if we wished to extend the meeting or would the Council like to schedule more work sessions. Councilors Wickersham and Dale both stated they would like to look at the budget a little more and come back to it at later work sessions. Mayor Williams stated that it would be proactive to have the City ready for additional business. It was decided to schedule another work session on Wednesday, August 6<sup>th</sup> from 3:00PM to 5:00PM.

**7:00 PM – Regular Meeting**

A regular meeting of the Payette City Council was called to order at 7:02 PM by Mayor Jeff Williams in the City Council Chambers of Payette City Hall, 700 Center Avenue.

**ROLL CALL**

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

Members Absent: None.

Staff Present: Bert Osborn, City Attorney; Steve Castenada, Fire Chief; Jacob Hust, Water Superintendent; Jamie Couch, Street Supervisor; Chief of Police, Mark Clark; Mary Cordova, City Administrator; Brenda Stowe, Administrative Services Clerk

**PLEDGE**

Liz Amason led the pledge of allegiance.

**CITIZENS COMMENTS**

None.

## **APPROVAL OF MINUTES**

A motion was made by Heleker and seconded by Dale to approve the Regular meeting minutes of 07-21-2014 as written.

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

## **APPROVAL OF BILLS & PAYROLL**

A motion was made by Sands and seconded by Heleker to approve the City Bills & Payroll in the amount of \$174,934.23

At the roll call:

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

Nays:

The motion CARRIED.

## **COMMUNICATIONS**

- A. Thank You – Brumet Family
- B. Thank You – Osborn Family
- A. Echelongroup – Meals on Wheels

## **PLANNING & ZONING**

None

## **OLD BUSINESS**

None

## **NEW BUSINESS**

- A. Garry Toth – Alive at 25 Presentation  
Officer Toth presented Alive at 25, a program designed to target drivers between the ages of 15 and 24. Statistics show that an equivalent of one full plane of people in this age group are killed daily in auto accidents, this program is funded through the National Traffic Program. It is taught off hours by two trained instructors at a rate of pay of time and half. The City would then be reimbursed for the expense by the National Traffic Program. This program has been very popular throughout Idaho as well as many other states. In Boise, Judge Jackson and the District Attorney have waived some tickets if the young drivers take this class. Distracted driving is the number 2 cause of auto related fatalities replacing alcohol caused deaths. Nationally there is a decrease in accidents in the areas this program is implemented. It is a regimented 4 ½ hour class offered only twice per person, at no cost to the student. Officer Toth would like to offer these classes in Payette, as other locations have up to a 6 month waiting list for these classes. It is possible that we would have out of area applicants to fill the classes.
- B. Personal Appearance Standards – Change

A motion was made by Heleker and seconded by Nelson to approve the change in the Personal Appearance Standards to allow the Administration no more than \$100.00 of clothing with a City of Payette inscription each calendar year.

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

C. Agenda Request – Ramona Garza-Duenaz

Ramona Duenaz, represented by her son Roger Garza, asked for an extension to make repairs required by the City after her request for a property inspection. After much inquiry by the council it was determined an extension was not to be allowed, her safety is their main concern. Ms. Duenaz was encouraged to meet with the City Building Inspector, Clint Benson to begin a plan of action for the required repairs. The Council stated that they may consider an extension in the future once they see that progress has been made towards securing her safety.

D. Award contract to Eastern Oregon Construction – S. 6<sup>th</sup> Street Culvert

Council asked if the funds were an added expense to the City, Ms. Cordova stated no, the Street Department had \$100,000 in their budget that allowed for the expense. It was also asked if the South Sixth Street Culvert Replacement was a temporary fix or good fix. Street Supervisor Jamie Couch stated that it was a “good fix”, permanent repairs. The water line was being repaired as well as drainage. The Water Department, WWTP and Street Departments approved the repairs.

A motion was made by Heleker and seconded by Nelson to award the S. 6<sup>th</sup> Street Culvert Replacement to Eastern Oregon Construction in the amount of \$64,689.00.

At the roll call:

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

Nays:

The motion CARRIED.

E. Adopt Tentative Budget

A motion was made by Heleker and seconded by Nelson to adopt tentative budget in the amount of \$7,667,893.00

At the roll call:

Ayes: Wickersham, Dale, Heleker, Nelson, Sands

Nays: Jensen

The motion CARRIED.

F. Donation Request – Armorial Tuttle Public Library

A motion was made by Jensen and seconded by Wickersham to donate 20 one day passes from the Payette Pool to the Armorial Tuttle Public Library Summer Reading Program in New Plymouth.

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

G. Special Event Permit – A & W Cruise Night

A motion was made by Jensen and seconded by Heleker to approve the special event permit for A & W Cruise Night, waive fees and sponsor the event with a \$500.00 donation.

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

H. Donation Request – PHS Football

Payette High School Football team requested that the City make a donation by placing a Pool discount on their fundraiser Pirate card. Councilor Nelson asked how we would figure an amount. Ms. Cordova replied that they would keep track at the pool. After deliberating the process of tracking the donation it was suggested by Councilor Sands that we could possibly make a monetary donation toward the team's purchase of the pirate card

A motion was made by Daleand seconded by Wickersham to approve a donation request for PHS Football in the sum of \$150.00 to apply toward the Football Team's purchase of Pirate fundraiser cards.

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

### **DEPARTMENTAL REPORT**

A. Fire Department – July 2014

Fire Chief Steve Castenada wished to remind the Council that the Fire Department will be holding their annual Spaghetti Feed on August 16<sup>th</sup>. Proceeds go toward the purchase of a reader board for the Fire Department.

B. Admin & Finance – August 4<sup>th</sup>

Chairman Mark Heleker stated that what transpired at the Admin & Finance meeting had already been discussed earlier in the meeting. Mr. Heleker also expressed that the Council is grateful to the City Departments for working together to save the community money.

### **MAYORS COMMENTS**

Mayor Williams wished to bring to the City Councils attention that the NPDES estimate was originally \$11,000,000.00, is now down to \$6,000,000.00 and Doug Argo stated that it is possible that it may be under \$5,000,000.00 before it's all done and over with. He also reported that the Boise Hawks donated a portion of proceeds from Saturday's game to the Miracle Field. The PHS Baseball/Softball Golf Tournament fundraiser is coming up.

### **CITIZEN'S COMMENTS**

Liz Amason was pleased to report that the HTC sold enough bricks to raise over \$5,200.00 along with a donation for the concrete to go towards the new Pirate sign. They are excited to report that they will start this month. She also mentioned excitedly that they did indeed receive the check for the Boise Hawks for the Miracle field. Councilor Dale publicly acknowledged Steve Castenada for all that he contributed to bring about the meeting between Fruitland, Ontario, Nyssa and Payette Fire Chiefs to resolve the Mutual Aide agreement. Steve Castenada stated that they were working on a basic checklist as to what is to be considered a mutual aide call as well as waiting until they are at the scene and have assessed the situation before calling out for help. He stated that Fruitland is on board and he believes that after the September meeting this should be resolved. Mayor Williams asked where we stand on the concession stand at the Middle School, Ms. Cordova replied work was starting this week.

### **ADJOURNMENT**

A motion was made by Heleker and seconded by Nelson to adjourn the regular meeting at 8:13 PM.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jeffery T. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Stowe

**MINUTES  
PAYETTE CITY COUNCIL  
Work Session  
August 6, 2014**

**3:00 PM – Work Session**

A work session of the Payette City Council was called to order at 3:06 PM by Mayor Jeff Williams in the City Council Chambers of Payette City Hall, 700 Center Avenue.

**ROLL CALL**

Members Present: Mayor Jeff Williams, Mark Heleker, Nancy Dale, Ray Wickersham and Jeff Sands (via phone)

Members Absent: Craig Jensen - excused

Staff Present: Mary Cordova, City Administrator, Mark Clark, Chief of Police, Jake Hust, Water Superintendent, Jamie Couch, Street Superintendent, Steve Castenada, Fire Chief and Bobbie Black, Deputy City Clerk

**NEW BUSINESS**

- A. FY 2015 Budget: Mayor Williams stated that the best use of time, he would like to go through the expenditure pages and have department heads comment if they would like to. Legislative - #812 The Council would like to keep Snake River Transit. Executive – it was commented that we didn't use any of the youth advisory this year, but it is an important line item. Councilor Heleker stated that there will be a more active group this year. Discussed economic development and if the City ever has to use this line item, we will need a lot more than what is in there. Administration – the Council was reminded that 75% of the building inspector is the increase in salaries. It is offset by Holladay's bills that can be invoiced to the developer. We didn't reduce the professional services amount coming from #340. Professional services are possible development within the City. #714 is Snake River Water Trails and the Kiwanis building; staff didn't include Heritage Byway, facilities at Centennial Park. Museum money comes from Legis. Councilor Sands stated if we don't have plan for capital, we shouldn't appropriate money. He would rather see more money next year for a specific project. Mayor Williams stated that we might be able to do engineering this year for a project and complete the project next year. The Council discussed that the Kiwanis building has some structural challenges. Right now to use the building for anything is unsafe. Code & Police. - Chief Clark stated that the body cameras are important to the officers and we would have a lot more liability to the City without them. He didn't add anything to his line items. He has more officers, but didn't raise the budget. The speed trailer is good for the citizens and good for public relations. Two citizens filed false reports on officers and they were exonerated due to the tape recordings. He has tasers in the budget, due to some of the ones they have are outdated. These have saved countless injuries to officers. Taser is phasing out models we have now, and he is trying to get out in front and replace outdated tasers. The one big item in his budget is the car. Cars reflect the condition of our department. He has officers still driving older vehicles, and we have to keep up on our fleet. It has taken a long time to get where we are today to have a professional looking police department. Chief Clark stated that he knows a 3% salary increase has been put in budget. He stated that our employees are mid-line in wages compared to departments our size. We are just below middle. He stated he could cut the speed trailer if necessary, but felt it is vital piece of equipment for the department. The Council asked if there was enough to purchase it this year. He stated right now is the biggest spending he does for his department; he will look and see if there will be any left to purchase it. Ms. Cordova stated that most departments wait till the end to make purchases. If they wait too long

sometimes the items do not arrive under the new budget year. Councilor Sands asked how many years we get out of the speed trailer and tasers. Chief Clark stated that we get around 12 years on the trailer and that is a pretty cheap investment. We have had one upgrade on the tasers since getting them and we get at least 6-7 years out of the tasers. Councilor Dale asked if we have ever looked into leasing police vehicles and it was stated yes, but wasn't feasible. Ms. Cordova stated that Cities are technically not supposed to lease vehicles. We use to purchase used ISP vehicles, but now they don't rotate until there is excessive mileage on them. We would start rotating out right now. Councilor Nelson stated it would help to know how much of a dollar reduction we need to get to current levy. Ms. Cordova stated about \$125,000. Councilor Wickersham stated he has a hard time raising the levy again. Councilor Heleker stated we need to prepare our city for future years, and he would like to keep it the same, but sometimes you can't. People have come to Payette due to the golf course, airport, library, parks and pool. If we took away all the amenities, our levy rate would be lower than most surrounding cities. Mayor Williams stated the biggest thing in our budget is a new full-time fire fighter. Chief Castenada stated he has one word for needing an additional employee and that is stress. We respond to a lot of calls, and we are available 24 hours a day 7 days a week. We respond to all calls from 7am to 11pm, after that if it is not a heart attack or a child then we do not respond. He stated he recently lost some duty officers and needs some help or he needs to scale back the program. Mayor Williams stated this is where our program is, and do we want to support this. The Chief stated that this month most of the calls were after five. If he did get the extra employee then he would have staff on from 3 pm to 11pm to take the calls and that would allow him to take fire calls. He has talked to the duty officers about this program coming to an end and they are disappointed due to all hard work they have put in to it. The station is open 7 days a week from 8-5. Having someone there on a swing shift would alleviate some of the problems. Councilor Heleker stated he would like to maintain our first responder program, it is well worth it, and our community could suffer. Mayor Williams stated he is afraid that some of our key people will get burnt out. Chief Castenada stated that 62% of calls are medical and of that 5-6% are emergency calls. Councilor Dale stated we have to consider the emotional stress, two departments that do a life sucking job, messes worth your head. She has watched what happens to people and we need to take care of them and the reserves. The City is getting a good deal, and we have to protect and fight for this. Councilor Wickersham, understands the stress issue, everything has a budget line item. Jamie Couch stated that he didn't realize what these guys do until he got on the department. These guys are right there to help. It is all night long and they are always first on scene. Chief Castenada stated that in 2019 we will be replacing air packs, and we have put money aside. We found out both departments hit grant air packs that we applied with nine other departments. There will still be some we have to replace. Ms. Cordova stated we will have a financial match for this grant. Councilor Sands stated that as far as adding another fire man the council should keep in mind, will this guy solve the issues. First of all it is a fire department, and now we are branching into another division EMS. He can tell about the Council about the stress, and losing people. This will fix for right now, but it won't fix it for the long haul. We need to look at grant opportunities to get funding for the first few years. He stated the public safety committee needs to come up with a plan for the future. #261, asked why there is a \$17,000 increase in that line item, seems excessive for one guy and the same with the insurance. Councilor Sands asked about the reserve fund, it looks like it is in there twice, but it is not. Ms. Cordova stated that it does affect the final total, but it is not in the levy rate. Councilor Wickersham stated that by adding another body, do we have some overlap somewhere. This all started because of the poor response time from Payette County paramedics and has evolved from there. We get dispatched at the same time. The responders take patient information, they take vitals, and with doing that we are cutting out 5-6 minutes to get transported quicker. We are saving the

ambulance a step. If it is an emergency, they start right away. We are helping our citizens, what is a life worth, it is well worth the money spent. Parks – it was asked why the park by the Fire Department is greener than the one by the library. #120 - it was stated that we are looking at lowering part-time salaries. On workman's comp we didn't budget enough last year and it has gone up 38% this year. We are purchasing rock this year for the Greenway and getting permitting out of next year's budget. We can lower this line item it depends on what the council wants to do with the greenway. The permit had expired, due to water conditions so we could not do. #822 – this line item is for hazardous trees on our property and in the public right of way. Street – Jamie Couch stated his looks good, he would like to see the intersection of Iowa and Center completed. The jet truck is off-set from the sale of the dura patcher. Councilor Dale stated the question in the community is what is happening on Iowa Avenue, it was done over 3 years ago. Mr. Couch explained if we let a new street go too far and don't seal it, it won't last as long. It is a lot cheaper to seal it up now and it should last for 10-12 years. The City has received several letters from citizens on kudos on the streets. Library – Councilor Dale doesn't know what we can do with the library. The Library Board discussed not spending \$10,000 on book shelves. Capital books have always been \$25,000 and don't typically spend that much. Discussed cutting to \$15,000, but felt that \$20,000 was a better number. Pool – Ms. Cordova stated there is nothing to exciting in the budget for the pool, except line #300 which is for the assessment needs study for \$10,000. Councilor Nelson stated it would be nice to have some planning for down the road. The study would look at structural or mechanical items at the pool and this would just be a peak, it is not cheap to do something like that. Councilor Sands asked about #770 and it was stated that is for resurfacing the pool and asked if #761 is for something that breaks down or is it for a diving board. He stated that it should be designated for a specific project. It looks like here's \$20,000 to spend and he doesn't agree with that. We need to put a line item in for a specific item and he doesn't like slipping something half way through budget. Everyone is battling for the same pot of money. Councilor Nelson stated it needs to be somewhere due to the age of the pool. Ms. Cordova state we have a Capital improvement fund, but we have not been funding it. If we leave in recreation fund it stays in recreation fund. If we put into capital fund under pool, it will go into the general fund and be used as a as needed basis. The pool could be paying the general fund back. Staff will check with auditor and make sure we can move to capital for that purpose. Airport – The Council was explained what makes up the fuel expense. Water - #300 – is for engineering services that we might have to have designed and submitted to DEQ – Jake Hust stated he has a few lines he would like to get designed. If development comes into City we would need to get water to them. Some projects are in the work right now. #440, this is for above and beyond normal maintenance – we are due to have tanks cleaned and that happens every 5 years. #432 is for ongoing process of re-building our well houses and making them more aesthetically appealing. Part of this year was enclosing water shop and they will be finishing it next year. Specific buildings they will be working on are Iowa/Center and 21<sup>st</sup> Street. Those are his two main ones to get done. The well house by soccer fields needs to be re-built and enlarged. WWTP- the sewer's big expense is for the NPDES permit and #764 is for a used vac truck. #740 is for a TV unit that was budgeted in previous budget year and couldn't get delivered in time. Councilor Dale asked how we have been doing without it. Ms. Cordova, state the TV unit is \$100,000 and there is \$30,000 for declorination. TV unit will help us stay compliant with our collection system. Also identify a big blockage in the line. Councilor Wickersham asked if this is that something we can lease and it was stated yes, but very expensive. Jamie Couch stated one day rental is \$1,100 Councilor Sands stated that by camera lines, they can look at their long term replacement. Also they can locate a tap and not have to tear up a street. What is the life of this equipment?? The sewer dept is buying a used one. Sanitation speaks for its self. It was asked if we are taking out of unencumbered

funds. It was stated yes, in years past we never spent, so we transfer to admin & street now. Debt services #54 – is for the library bond payment. Councilor Nelson stated at the Admin & Finance Committee meeting, Kathy Dodson stated instead of 3% raise, 1.69%, cola is what we base everything else on. Councilor Wickersham stated we have huge benefits and huge costs associated with them. The Council was informed that it is not a huge jump for keeping the same insurance plan. Councilor Sands stated it is pretty critical to keep the insurance of what the employees have now due to changes to co-pays and deductibles. Does think that it is apparent to let the employee know that we are giving 2% to keep them with good insurance. Councilor Dale asked if code enforcement, is that just the Ordinance Officer. It was stated yes, the employee received a step increase this year. Some employees got step increases and some did not. Chief Clark wanted to reward her for an excellent job she performs. Councilor Dale asked if that since the HUD house sold are we limited to how those funds can be spent. It was stated yes, it has to be directed toward youth in community the Mayor believes. If we buy the Kiwanis building, HUD doesn't see a problem with that. We need to put into budget if there is going to be an expense. We do have to do an annual report, and we did check with them on using towards a youth facility. It was stated that we don't need to create another money pit. Do we want to tell them that the building is unsafe and not usable any more? Councilor Nelson stated he is comfortable with a 2.5% increase on wages. Ms. Cordova stated she will do whatever is going to make everyone happy. Councilor Nelson stated if we can come close that would be great, but we need to plan for the future. Councilor Heleker stated if we show the public what we need to keep the city running, he doesn't feel we have to hold the line. Councilor Sands agrees that he is not set on levy rate, but tax payers are getting something for their dollar. Councilor Wickersham stated if it gets to high, businesses will look for other places to go. Mayor Williams asked what is the unencumbered funds for each dept., are the funds growing? It was stated no, except general fund. The Council was asked when do they want to get together again and it was decided Thursday August 14, 4-5.

Meeting adjourned 5:26 PM

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jeffrey Williams, Mayor

ATTEST:

\_\_\_\_\_  
Bobbie Black, Deputy City Clerk

**MINUTES  
PAYETTE CITY COUNCIL  
Work Session  
August 14, 2014**

**4:00 PM – Work Session**

A work session of the Payette City Council was called to order at 4:06 PM by Mayor Jeff Williams in the City Council Chambers of Payette City Hall, 700 Center Avenue.

**ROLL CALL**

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

Members Absent: None

Staff Present: Mary Cordova, City Administrator, Mark Clark, Chief of Police, John Plaza, Captain, Jake Hust, Water Superintendent, Jamie Couch, Street Superintendent, Randy Schwartz, WWTP Superintendent, Steve Castenada, Fire Chief and Bobbie Black, Deputy City Clerk

**NEW BUSINESS**

- A. FY 2015 Budget: Mayor Williams stated after last meeting staff found a few little things, and massaged the numbers. Last year our levy rate was .01074, we set a tentative rate of .01137. We did not include any operating property value, which is 5 million added to the total property value; we estimated the property value to be the same as last year. The values might go down or might go up this year, with the budget provided our levy rate would be .01037. Councilor Sands stated we can argue the levy rate till we are blue in the face, we are better off on focusing on operating the city better. Councilor Heleker stated that it is public perception; citizens focus on the levy rate and he agrees with Councilor Sands. Councilor Wickersham stated people seriously look at that number. Mayor Williams stated with all the amenities we have and neighboring communities do not have our levy rate is in line. Councilor Jensen asked if someone is coming to build a building, when compared are we close to neighboring cities. People's mortgage will go away, but property taxes will not. Property taxes do make a difference. Mayor Williams stated that the Council has talked in the past about adding franchise fees, and we might want to look at that in the future. The budget does include 2.5% pay increase for employees. The Mayor asked if anyone had questions or comments. This budget has to be approved by the September 2<sup>nd</sup> meeting. Councilor Jensen stated that the general fund is up about \$130,000 from last year. Councilor Dale stated that is only 5% more. Councilor Jensen asked if that was due to increases on insurance, wages and workman comp. Ms. Cordova said yes, the boat ramp grant is also in there, we added new personnel in Fire Department, more to Snake River Transit, and more to economic development. Councilor Nelson asked if there was any project we dropped and maybe would want to reconsider. Ms. Cordova stated she doesn't think so. Since we received the grant for SCBA's we took \$5,000 out of that line item, but no big project was cut out of general fund. Mayor Williams talked about not taking out any projects if we didn't have to. Councilor Jensen asked if we took any from unencumbered and it was stated yes, we are using \$100,000, and that leaves us around 1.6 M. Councilor Jensen asked how Snake River Transit came up with the amount for the one-time contribution. Mary Cordova stated there was a match amount for the grant they received and it was split between 5 entities for matching grant funds needed. The Mayor asked if Council remembers what changes they asked for, the page increase was changed. Does anyone recall anything else or is everyone happy with the way this is going. Mary Cordova stated we would have to cut \$313,000 more in budget to get were Fruitland's levy rate is. Councilor Nelson asked what their sewer rate is compared to ours and it is

at least 3 times more. That is significant if you look at that. Councilor Heleker doesn't have a problem why our rate is higher, because we can justify. Councilor Sands asked who are "they" and how come "they" are not here, we are unique. People choose to live in their community due to amenities. We are trying to battle the wrong things. Councilor Heleker stated in the past he has seen "them". Councilor Sands stated that some of it is staged and just crying wolf. We are not doing taxpayers justice; we need to focus on our community. Councilor Heleker stated the levy rate is not his first concern. If the value of property goes up, the tax bills will go up. Councilor Jensen stated he never said we have to have the same as Fruitland; we just need to be competitive to attract new commercial business. Councilor Dale said we have to be able to compare ourselves to our neighbors, but we have to be informed what our fees are compared to other cities. Councilor Sands stated the bottom line is you write x amount to do business in the city. Councilor Jensen stated on franchise fees it spreads it out to everyone, not just property owners. The Mayor asked if the Council had suggestions for staff or any recommendations for the budget presented. The public hearing is to hear the citizens concerns. He asked what questions you have about the budget. Councilor Nelson stated he is not disappointed where it is, people do like to see street project and if we can boost that, that is what people see. We are still looking at a levy decrease, so it is a win-win. The Mayor stated we have been down on members on the public works, but have two new members to be appointed at next council meeting and the committee usually suggest projects. We haven't done anything for a couple years due to declining revenue. Councilor Dale asked what it would take to annex and improve road on Iowa Avenue. Councilor Sands stated look where the pool, library, fire station, fuel at airport is, the city has done a lot of positive things. Look at the boat ramp it is turning out to be a nice project. Councilor Dale asked about the park at the library, it is a little sad, and asked if something needs to be budgeted there. The Mayor stated some of it was getting seasonal people on track this year, and now with Mr. Fales not having responsibilities at the pool, hopefully next year will look better. Mary Cordova stated they have recently started placing pavers. Councilor Dale wanted to give a big thank you to Ms. Cordova. The Mayor stated she has spent a lot of extra hours preparing budget. The Mayor informed the Council of a website that tracks wages for departments on every government agency. Discussed how the building inspector wages will be between Admin & Fire. We switch insurance from water and sewer each year for the Council. Councilor Wickersham stated he has always had a problem with percentage rates; people with the highest wages get the biggest raise. It was stated that percentage is the easiest. Ms. Cordova stated you have some good department heads and you need to pay them. Councilor Wickersham stated the poor guy working minimum wage struggles. Ms. Cordova stated all these departments heads have started at the bottom and they do a damn good job. Councilor Sands asked Chief Clark if he has someone that deserves a merit he can give, and the Chief responded yes. Councilor Heleker stated if your give merit increases, the moral within the company is an ugly thing. We are being forced to do at school district and it is not fun at all. Councilor Dale stated it is subjective. She also asked what the tort line item is, and it was stated it is used for insurance premiums.

Meeting adjourned 5:00 PM

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jeffrey Williams, Mayor

ATTEST:

\_\_\_\_\_  
Bobbie Black, Deputy City Clerk

CITY OF PAYETTE  
AUGUST 18, 2014

CITY PAYROLL	8/8/2014	\$ 120,469.82
A & W	08/06/14	500.00
PAYETTE HIGH SCHOOL	08/06/14	150.00
ALBERTSON'S	8/18/2014	491.44
AMERICAN STAFFING	8/18/2014	960.64
ANALYTICAL LABORATORIES	8/18/2014	1,844.50
BDS	8/18/2014	1,634.54
BRADY INDUSTRIES	8/18/2014	495.99
CENTRELEARN SOLUTIONS	8/18/2014	249.75
CENTURYLINK	8/18/2014	1,422.60
CITY CLEANERS	8/18/2014	164.88
CLAY PEAK LANDFILL	8/18/2014	158.96
CLEARWATER CONCRETE	8/18/2014	1,188.00
COLEY'S GLASS	8/18/2014	2,000.00
DCS TECHNOLOGIES	8/18/2014	527.75
DELAND MACHINE	8/18/2014	247.32
DIG LINE	8/18/2014	63.82
DILLABAUGH'S FLOORING	8/18/2014	2,979.95
FARMERS MUTUAL TELEPHONE	8/18/2014	384.00
FERGUSON	8/18/2014	2,020.08
FLEET SERVICES	8/18/2014	10,270.49
GALL'S	8/18/2014	143.31
HANIGAN CHEVROLET	8/18/2014	88.15
HARDIN SANITATION	8/18/2014	718.65
HD SUPPLY WATERWORKS	8/18/2014	1,000.00
IDAHO DEPT. OF HEALTH & WELFARE	8/18/2014	195.00
IDAHO POWER	8/18/2014	23,629.27
IDAHO RURAL WATER ASSOCIATION	8/18/2014	440.00
INDEPENDENT ENTERPRISE	8/18/2014	167.58
INTERMOUNTAIN COMMUNITY BANK	8/18/2014	9,054.13
INTERMOUNTAIN GAS	8/18/2014	693.04
JOHNNY B TRANSPORT	8/18/2014	1,654.79
KORTHALS, MARK	8/18/2014	16.80
MICROMARKETING	8/18/2014	215.64
NAPA AUTO PARTS	8/18/2014	1,975.32
NORCO	8/18/2014	58.00
OCLC	8/18/2014	969.00
ONTARIO BEARING	8/18/2014	25.17
ONTARIO TOOL	8/18/2014	330.00
OSBORN, BERT L.	8/18/2014	2,700.00
OXARC	8/18/2014	659.80
PAETEC	8/18/2014	16.96
PAPERLCIPS A MORE	8/18/2014	663.44
PAYETTE PRINTING	8/18/2014	54.25
PIPECO	8/18/2014	73.19
PUBLIC AGENCY TRAINING COUNCIL	8/18/2014	295.00
RHINEHART, LARRY & KATHY	8/18/2014	1,450.00
S&H TERMINAL	8/18/2014	134.19
SHERWIN-WILLIAMS	8/18/2014	82.99
SHORELINE PEST	8/18/2014	275.00
STAPLES	8/18/2014	100.28
TNT SIGNS	8/18/2014	496.00
TOOMBS JANITORIAL	8/18/2014	176.43
TRANSPORTATION SYSTEMS	8/18/2014	68.00
UNITED PARCEL SERVICE	8/18/2014	18.30
VALLEY PAVING	8/18/2014	43,053.22
VERIZON WIRELESS	8/18/2014	653.49
WIENHOFF DRUG TESTING	8/18/2014	25.00
WILSON PRUETT TIRE	8/18/2014	30.25
	8/18/2014	
		\$ 240,624.17

*WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in more than 15,000 of our country's young people each and every year; and*

*WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and*

*WHEREAS, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families*

*WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at St. Luke's Children's Hospital in Boise, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and*

*WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award Ceremonies and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.*

*NOW, THEREFORE, I, Jeff Williams, Mayor of City of Payette, Payette County, do hereby proclaim September to be*

**CHILDHOOD CANCER AWARENESS MONTH**

*In the City of Payette, Payette County, State of Idaho.*

*IN WITNESS WHEREOF, I have hereunto set my hand at the City of Payette, Payette County in Payette on this \_\_\_ day of \_\_\_ in the year of our Lord 2014.*

\_\_\_\_\_  
*Jeff Williams  
Mayor*

\_\_\_\_\_  
*Mary Cordova  
City Clerk*



## PAYETTE MUNICIPAL AIRPORT GROUND LEASE AGREEMENT

Prescott Wilkie

This Lease Agreement is made and signed this 30<sup>th</sup> day of July, 2014 by and between the City of Payette, "Landlord" and Prescott Wilkie ("Tenant").

1. **Background.** Landlord owns real estate at the Payette Municipal Airport which is described on the attached Exhibit A, and is also known as 2850 Airport Road #D-05, 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 August 19, 2014 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 980 square feet of space within the Leased Premises.
  - b. Accordingly, the rent during the primary term of this Lease is \$98.00 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

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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

0391536

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:

Prescott Wilkie  
130 N. 20<sup>th</sup> Street  
Payette, ID 83661

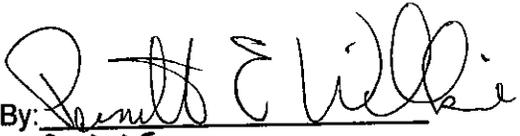
or to such other address or addresses as may hereafter be specified by notice given as provided above.

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: OWNER

ATTEST:

Mary Cordova, CMC  
City Clerk

ACKNOWLEDGMENT

State of Idaho  
County of Payette

On this 30 day of July, 2014 before me Brenda Stowe, a notary public in and for said State, personally appeared Prescott Wilkie 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.

Brenda Stowe  
Notary Public  
Residing at: Payette, id  
Commission Expires 04/02/2020



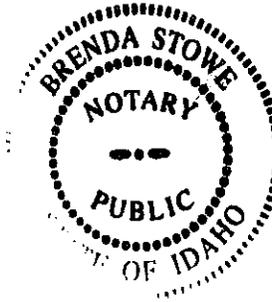
0391536

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

On this 5<sup>th</sup> day of August, 2014, 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.

Brenda Stowe  
Notary Public  
Residing at: Payette rd  
Commission Expires 04/02/2020

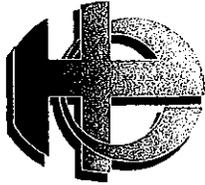


**Personal Guarantee**

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.

Donna E. White  
Date: ~~07/30/2014~~ 07/30/2014.  
GW

**EXHIBIT A  
SITE PLAN AND LEASE BOUNDARY**



**BOUNDARY DESCRIPTION**  
**LEASE AGREEMENT – HANGER D-05**

In Township 9 North, Range 5 West, Boise Meridian, Payette County, Idaho, that parcel commonly known as 2850 Airport Road #D-05, Payette, Idaho, more particularly described as follows:

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

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

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

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

thence S67°19'56"E 942.84 feet,

thence S00°45'21"W 100.00 feet; to the **POINT OF BEGINNING**;

thence S89°14'39"E 19.00 feet;

thence S00°45'21"W 10.00 feet;

thence S89°14'39"E 11.00 feet;

thence S00°45'21"W 20.00 feet;

thence N89°14'39"W 11.00 feet;

thence S00°45'21"W 10.00 feet;

thence N89°14'39"W 19.00 feet;

thence N00°45'21"E 40.00 feet, to the **POINT OF BEGINNING**

Containing 980 square feet, more or less.

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

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

**Instrument # 391536**

STATE OF IDAHO, PAYETTE COUNTY  
 8-5-2014 04:25:03 No. of Pages: 12  
 Recorded for : CITY OF PAYETTE  
 BETTY J DRESSEN Fee: 0.00  
 Ex-Officio Recorder  
 Index to: AGREEMENT - IMSC

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



0391537

## PAYETTE MUNICIPAL AIRPORT GROUND LEASE AGREEMENT

Prescott Wilkie

This Lease Agreement is made and signed this 30<sup>th</sup> day of July, 2014 by and between the City of Payette, "Landlord" and Prescott Wilkie ("Tenant").

1. **Background.** Landlord owns real estate at the Payette Municipal Airport which is described on the attached Exhibit A, and is also known as 2850 Airport Road #E-08, 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 August 19, 2014 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 980 square feet of space within the Leased Premises.
  - b. Accordingly, the rent during the primary term of this Lease is \$98.00 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. 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:

Prescott Wilkie  
130 N. 20<sup>th</sup> 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: Prescott Wilkie  
Its: 36/07/2014

ATTEST:

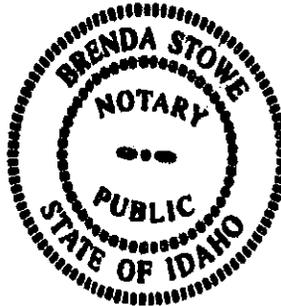
Mary Cordova, CMC  
City Clerk

ACKNOWLEDGMENT

State of Idaho  
County of Payette

On this 30<sup>th</sup> day of July, 2014 before me Brenda Stowe, a notary public in and for said State, personally appeared Prescott Wilkie 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.

Brenda Stowe  
Notary Public  
Residing at: Payette, id  
Commission Expires 04/02/2020



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

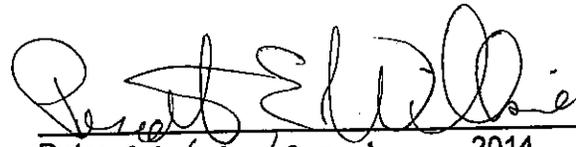
On this 5<sup>th</sup> day of August, 2014, before me, a Notary Public in and for said State, personally appeared Jeff Williams, Mayor, and Mary Cordova, City Clerk, known to me to be the Mayor and City Clerk of the City of Payette, Idaho, who executed the foregoing instrument, and acknowledged to me 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.

Brenda Stowe  
Notary Public  
Residing at: Payette, id

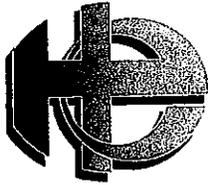
**Personal Guarantee**

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: 30/07/2014, 2014.



**EXHIBIT A  
SITE PLAN AND LEASE BOUNDARY**



**BOUNDARY DESCRIPTION  
LEASE AGREEMENT – HANGER E-08**

In Township 9 North, Range 5 West, Boise Meridian, Payette County, Idaho, that parcel commonly known as 2850 Airport Road #E-08, Payette, Idaho, more particularly described as follows:

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

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

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

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

thence S67°19'56"E 942.84 feet,

thence S89°14'39"E 50.00 feet;

thence S00°45'21"W 120.00 feet, to the **POINT OF BEGINNING**;

thence S00°45'21"W 40.00 feet;

thence N89°14'39"W 19.00 feet;

thence N00°45'21"E 10.00 feet,

thence N89°14'39"W 11.00 feet;

thence N00°45'21"E 20.00 feet,

thence S89°14'39"E 11.00 feet;

thence N00°45'21"E 10.00 feet;

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

Containing 980 square feet, more or less.

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

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

**Instrument # 391537**

STATE OF IDAHO, PAYETTE COUNTY  
8-5-2014 04:28:12 No. of Pages: 12  
Recorded for : CITY OF PAYETTE  
BETTY J DRESSEN Fee: 0.00  
Ex-Officio Recorder Deputy  
Index to: AGREEMENT - MISC

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



# PAYETTE CITY COUNCIL Agenda Request Form

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

NAME: Liz Amason

TELEPHONE: 208-740-0111 (DAY) 208-642-7151 (EVENING)

ADDRESS:

490 N 20<sup>th</sup> St, Payette, ID 83661 / PO Box 642, Payette, ID 83661

NAME OF PERSON(S), GROUP OR ORGANIZATION:

Payette HomeTown Competitiveness Team

SUBJECT MATTER TO BE DISCUSSED:

HTC project to promote community involvement/commerce by holding community-wide yard sale on Sept 6<sup>th</sup> & 7<sup>th</sup>, days of 26<sup>th</sup> Annual A&W Cruise Night.  
Requesting participating residents also not be "charged" 1 of their 3 annual yard sale permit usages.

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

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

Discussed with Chief Mark Clark, who did not see any issues with the project.

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

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

8/3/14 Date Liz Amason Signature of person making request

8-4-14 Date p. block City Clerk Assigned to Agenda: 8-18-14 Date

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

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



# City of Payette

## Donation Request Form

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

Please initial that you have read the above statement \_\_\_\_\_

OFFICE USE ONLY	
Date Received	<u>8.8.14</u>
Received by	<u>[Signature]</u>
Call made by/time	_____
Donation Awarded	Y / N CC Date _____

### Organization Information

Name of Organization/Club McCain Middle School Educational Trip  
 Organization's Address \_\_\_\_\_  
 City Payette State ID Phone 208 405 9827  
 Organization E-mail \_\_\_\_\_  
 Tax Exempt Number \_\_\_\_\_

### Contact Person Information

Contact Name Shantyl Moreno  
 Contact E-mail shantyl.moreno@wafd.com  
 Contact Cell Number 208 740 4669 Work/Home Number 208 642 4421

### Event Information

Event Name Cruise Night Clean up  
 Event Date and Time Sept 2, 3, 4 3:30-7pm  
 Projected Attendance \_\_\_\_\_ Cost per Person (if applicable) \_\_\_\_\_  
 Item To Be Used For (Door Prize, Silent Auction, Live Auction, Etc.) \_\_\_\_\_  
 Are you requesting a pool pass Y /  N If not, list your request \$50 donation  
 (Please Check One) Day Pass \_\_\_\_\_ Month Pass \_\_\_\_\_ Three Month Pass \_\_\_\_\_

Event Description Cleaning face of business w/ stenciling side walk w/ a Pirate Head or Pirate Pride

# Cruise Night Clean Up

Dear Business Owners

McCain Middle School Students are raising money to take an educational trip to Washington DC & New York. We are looking to clean up the front of all businesses prior to Cruise night Sept 5 & 6. The students would come to out on Sept 2, 3, or 4<sup>th</sup> and depending on your selection we would give your business a wonderful make over. Our options are as follows:

- (1) Pirate Pride Pack \$50.00 This is a full clean of the front of the business and a stencil of Pirate Pride on the sidewalk
- (2) Pirate Cleaning Zone Frenzy \$25 Cleaning of front of business no stencil
- (3) Pirate Donation (Suggested \$10)

Thank you for all your support in our students!

Please Contact

Connie Jones 208.405.9827  
cljones1960@@gmail.com

Shantyl Moreno 208.740.4669  
shantyl.moreno@wafd.com

---

Name of Business \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

Amount Paid \_\_\_\_\_

## 2014

<b>July</b>	<b>Monthly Statistics</b>
Dispatch Incidents	626
Reportable Incidents	218
Accidents	9
Citations	62
Contacts	738
Arrests	50
Oral Warnings	74
Written Warnings	1
Warrants	13
Ordinance Prob.	124
Miles Driven	7686
Gas used	888.83
Dog Impounds	13
Yard Sales	63
Reserve Hours	53.2



**Payette Police  
Department**

700 Center Ave.

Payette, Id. 83661

phone (208) 642-6026

fax (208) 642-8136

## Payette Police Department Monthly Report

Date Reported	Primary Classification	Address of Occurrence	Event Number
7/1/2014	HARASSMENT	1300 N 9TH	14011768
7/1/2014	DOMESTIC PROBLEM	611 N 6TH ST	14011772
7/1/2014	PUBLIC SERVICE	1602 2ND AV S	14011773
7/1/2014	PUBLIC SERVICE	1520 N 6TH ST	14011779
7/1/2014	ORDINANCE	737 7TH AVE N	14011800
7/1/2014	PUBLIC SERVICE	400 S 6TH ST/ PAYETTE POOL	14011806
7/1/2014	SUSPICIOUS ACTIVITY	ALBERTSON'S	14011811
7/1/2014	ANIMAL ATTACK	401 N 7 ST	14011815
7/1/2014	CONTROLLED SUBSTANCE	6TH AVE S / CHEVRON	14011837
7/2/2014	ANIMAL CALL	PPD	14011853
7/2/2014	PUBLIC SERVICE	1ST AV N AND N 10TH/ BAPTIST CHURCH	14011858
7/2/2014	PUBLIC SERVICE	HAREN WOOD FUNERAL CHAPEL	14011862
7/2/2014	ORDINANCE	1012 N 4TH ST	14011870
7/2/2014	PUBLIC SERVICE	327 7TH AV N	14011874
7/2/2014	PUBLIC SERVICE	1ST UNITED METHODIST CHURCH	14011873
7/2/2014	ORDINANCE	721 S 12	14011881
7/2/2014	PUBLIC SERVICE	425 N 6TH	14011883
7/2/2014	TRAFFIC ACCIDENT	1103 2ND AVE S	14011887
7/2/2014	ASSAULT	902 N 7TH ST	14011896
7/2/2014	OBSTRUCT JUSTICE	7TH AVE N	14011904
7/2/2014	OBSTRUCT POLICE	7TH AVE N	14011905
7/3/2014	OBSTRUCT POLICE	N 6TH / 12 AVE N	14011919
7/3/2014	TRAFFIC PROBLEM	N 6TH / 12 AVE N	14011918
7/3/2014	ORDINANCE	1ST AVE S AND HWY 95	14011924
7/2/2014	ORDINANCE	531 N 4	14011872
7/3/2014	PUBLIC SERVICE	LDS CHURCH	14011936
7/3/2014	ORDINANCE	421 N 7TH ST	14011940
7/2/2014	TRAFFIC ACCIDENT	625 RIVER STREET	14011946
7/3/2014	ORDINANCE	1151 NE 10TH AVE	14011944
7/3/2014	TRAFFIC ACCIDENT	405 S MAIN ST	14011957
7/3/2014	DOMESTIC PROBLEM	809 N 11TH ST	14011958
7/3/2014	OBSTRUCT JUSTICE	BOAT DOCKS	14011956
7/3/2014	ORDINANCE	17 S MAIN ST	14011969
7/3/2014	OBSTRUCT JUSTICE	1865 CENTER AVE	14011973
7/4/2014	ALARM	1500 6TH AV S / HIGH SCHOOL	14012016
7/4/2014	ANIMAL CALL	305 S 16TH ST	14012027
7/4/2014	JUVENILE PROBLEM	1007 7TH AVE N	14012030
7/4/2014	PUBLIC PEACE	915 7TH AVE N	14012042
7/4/2014	ORDINANCE	17 S 11TH ST	14012044
7/4/2014	ORDINANCE	1550 S MAIN ST	14012065

7/5/2014	CIVIL PROBLEM	1149 N 4TH ST	14012076
7/5/2014	SECURITY CHECK	415 S 16TH STREET	14012099
7/5/2014	TRAFFIC (CRIMINAL VIOLATION)	SOUTH MAIN ST AND ALBERTSONS	14012103
7/5/2014	DOMESTIC PROBLEM	700 CENTER AVE	14012115
7/5/2014	OBSTRUCT JUSTICE	415 S 16TH ST	14012125
7/6/2014	PUBLIC PEACE	1007 7TH AVE N	14012137
7/6/2014	PROCESS SERVICE	N 11TH AND CENTER	14012167
7/6/2014	THEFT	400 S 6TH ST	14012183
7/6/2014	SUSPICIOUS ACTIVITY	1424 3RD AVE S	14012209
7/7/2014	AMBULANCE	1019 3RD AVE S	14012218
7/7/2014	SUSPICIOUS ACTIVITY	HWY 52 HALF A MI OUT OF PAYETTE	14012220
7/7/2014	PUBLIC SERVICE	1145 N 4TH ST	14012223
7/7/2014	PUBLIC SERVICE	902 N 7TH ST	14012229
7/7/2014	TRAFFIC PROBLEM	1282 S. MAIN STR.	14012231
7/7/2014	SUSPICIOUS ACTIVITY	300 S 6TH ST	14012232
7/7/2014	PUBLIC PEACE	660 S. 12TH ST	14012230
7/7/2014	ORDINANCE	225 S 13TH	14012243
7/7/2014	THEFT	415 S 16TH ST	14012241
7/7/2014	THEFT	220 N MAIN ST / DEVILS INK	14012259
7/7/2014	SECURITY CHECK	HUNTERS GATE	14012277
7/8/2014	FAMILY DISTURBANCE	530 N 7TH ST	14012293
7/8/2014	DAMAGED PROPERTY	1238 CENTER AVE	14012304
7/8/2014	ORDINANCE	2056 1ST AVE S	14012317
7/8/2014	FRAUD	WILSON AND PRUET TIRE FACTORY, 517 SOUTH 9TH ST	14012318
7/7/2014	LOST PROPERTY	700 CENTER AVE	14012326
7/8/2014	FRAUD	700 CENTER AVE	14012328
7/8/2014	OBSTRUCT JUSTICE	CENTER AVE HWY 95	14012340
7/8/2014	CIVIL PROBLEM	503 N 7TH	14012346
7/9/2014	SUSPICIOUS ACTIVITY	1300 N 9TH ST ST	14012361
7/9/2014	ORDINANCE	120 FARBER DR	14012379
7/7/2014	SUSPICIOUS ACTIVITY	1134 S PARK ST	14012247
7/9/2014	OBSTRUCT JUSTICE	CENTER AND 16TH	14012396
7/9/2014	THEFT	405 S MAIN ST	14012402
7/9/2014	ANIMAL CALL	626 S PARK ST	14012405
7/10/2014	OBSTRUCT JUSTICE	1421 3RD AVE S	14012446
7/10/2014	LOST PROPERTY	CENTENNIAL PARK	14012452
7/10/2014	PUBLIC SERVICE	2325 MARLENE CIR	14012456
7/10/2014	CONTROLLED SUBSTANCE	BOAT DOCKS	14012478
7/11/2014	SUSPICIOUS ACTIVITY	1715 CENTER	14012493
7/11/2014	ORDINANCE	1132 N 4TH ST	14012497
7/11/2014	ORDINANCE	700 CENTER AVE	14012513
7/11/2014	FAMILY DISTURBANCE	415 S 16TH ST	14012521
7/12/2014	DUI	2ND AVE S / S 15TH ST	14012551
7/12/2014	MISC INCIDENTS	WEST SIDE SCHOOL	14012568
7/12/2014	OBSTRUCT JUSTICE	1100 BLK 7TH AVE N	14012583
7/12/2014	SUSPICIOUS ACTIVITY	KAWINIS PARK	14012590
7/12/2014	ASSIST OTHER AGENCY	10700 N RIVER RD	14012598
7/12/2014	OBSTRUCT JUSTICE	S7/ALBERTSONS	14012605
7/13/2014	SUSPICIOUS ACTIVITY	2050 BEVERLY HILLS	14012608
7/13/2014	ANIMAL ATTACK	1007 7TH AVE N	14012609

7/13/2014	SECURITY CHECK	1300 N 9TH	14012651
7/13/2014	SECURITY CHECK	902 N 7TH ST	14012667
7/14/2014	JUVENILE PROBLEM	1405 N 6TH ST	14012683
7/14/2014	BURGLARY	1615 CENTER AVE	14012688
7/14/2014	THEFT	700 CENTER AVE	14012694
7/14/2014	FRAUD	PAYETTE SHERIFFS OFFICE	14012700
7/14/2014	THEFT	1034 6TH AVE S	14012693
7/14/2014	RUNAWAY JUVENILE	1615 CENTER	14012701
7/14/2014	FRAUD	245 7TH AVENUE NORTH	14012719
7/14/2014	TRAFFIC (CRIMINAL VIOLATION)	N 6TH 300 BLK	14012728
7/14/2014	ASSAULT	1149 N 4TH ST	14012733
7/14/2014	CONTROLLED SUBSTANCE	1500 6TH AVE S	14012750
7/15/2014	CONTROLLED SUBSTANCE	S 9TH AND 2ND AVE S	14012784
7/15/2014	ORDINANCE	1100 N 2ND ST	14012783
7/16/2014	PUBLIC SERVICE	116 S 10TH ST	14012814
7/16/2014	TRAFFIC ACCIDENT	MAIN AND 1ST AVE N	14012827
7/16/2014	PUBLIC SERVICE	1210 2 A S	14012831
7/16/2014	TRAFFIC (CRIMINAL VIOLATION)	12TH AVE S AND 12TH ST	14012841
7/16/2014	ORDINANCE	1429 N 6TH ST	14012844
7/16/2014	ORDINANCE	900 RIVER ST	14012858
7/16/2014	FRAUD	925 S MAIN ST	14012861
7/16/2014	FRAUD	1615 CENTER AVE	14012865
7/16/2014	JUVENILE PROBLEM	744 N 5TH	14012866
7/16/2014	CONTROLLED SUBSTANCE	500 BLK 7TH AVE N	14012873
7/17/2014	ASSAULT	1015 7TH AVE N	14012884
7/17/2014	OBSTRUCT JUSTICE	2710 NE 16TH STREET	14012887
7/17/2014	DOMESTIC PROBLEM	700 CENTER AVE	14012889
7/17/2014	PUBLIC SERVICE	1602 2ND AV S	14012893
7/17/2014	PUBLIC SERVICE	1026 2ND AVE N	14012907
7/17/2014	THEFT	915 S MAIN ST	14012905
7/17/2014	TRAFFIC ACCIDENT	405 S MAIN ST	14012909
7/17/2014	DAMAGED PROPERTY	50 10 TH AVE N	14012911
7/18/2014	PUBLIC PEACE	618 N 10TH ST	14012932
7/18/2014	PERSON CRIMES	715 CENTER AVENUE	14012950
7/18/2014	ANIMAL CALL	907 7TH AVE N	14012948
7/18/2014	DOMESTIC PROBLEM	SO	14012953
7/18/2014	LOST PROPERTY	24 S 10TH ST	14012962
7/18/2014	OTHER ORDINANCE VIOLATION	2149 6 AVE S	14012972
7/18/2014	PUBLIC PEACE	1865 CENTER AVE	14012976
7/18/2014	MISC INCIDENTS	1615 CENTER AVE	14012981
7/18/2014	HARASSMENT	401 S 9TH ST	14012982
7/19/2014	ANIMAL CALL	600 BL N 11TH	14013015
7/19/2014	SEXUAL ASSAULT	N 6TH	14013031
7/19/2014	FAMILY DISTURBANCE	247 7TH AVE N	14013043
7/20/2014	RUNAWAY JUVENILE	643 S 12TH ST	14013059
7/20/2014	ASSIST OTHER AGENCY	422 S UTAH AVE	14013071
7/20/2014	TRAFFIC (CRIMINAL VIOLATION)	MTN VIEW DR AND S MAIN STREET	14013074
7/20/2014	FAMILY DISTURBANCE	419 N 11TH ST	14013077
7/20/2014	RUNAWAY JUVENILE	1424 3RD AVE. S.	14013094
7/20/2014	JUVENILE PROBLEM	1615 CENTER AVE	14013100

7/21/2014	AMBULANCE	2035 1ST AVE N	14013112
7/21/2014	BURGLAR ALARM	630 N 7TH ST	14013119
7/21/2014	TRAFFIC ACCIDENT	HWY 95 AND 6TH AVE S	14013129
7/21/2014	THEFT	2067 DECKER DR	14013127
7/21/2014	THEFT	2149 HIGHLAND DR	14013138
7/21/2014	FAMILY DISTURBANCE	315 16TH AVE N	14013152
7/21/2014	CIVIL PROBLEM	1405 N 6TH ST	14013176
7/21/2014	JUVENILE PROBLEM	340 S 20TH	14013179
7/21/2014	CIVIL PROBLEM	1018 2ND AVE N	14013181
7/22/2014	ASSAULT	1037 6TH AVE N	14013258
7/22/2014	PUBLIC SERVICE	400 S 6TH ST	14013265
7/22/2014	FAMILY DISTURBANCE	1536 3RD AVE S	14013268
7/22/2014	CONTROLLED SUBSTANCE	VETTER HWY 95	14013264
7/23/2014	ANIMAL CALL	1233 N 6TH ST	14013270
7/23/2014	AMBULANCE	800 17TH AVE N	14013277
7/23/2014	ORDINANCE	1003 2ND AVE N	14013284
7/23/2014	FAMILY DISTURBANCE	643 S 12TH ST	14013285
7/23/2014	CONTROLLED SUBSTANCE	2170 AIRPORT RD	14013291
7/23/2014	MENTAL SUBJECT	1615 CENTER AVE	14013316
7/24/2014	DAMAGED PROPERTY	2217 AIRPORT RD	14013344
7/24/2014	ORDINANCE	1520 1ST AVE S	14013352
7/24/2014	ASSIST OTHER AGENCY	UNITED METHODIST S NEB/2ND TO RIVERSIDE	14013353
7/24/2014	ORDINANCE	1204 CENTER	14013359
7/24/2014	PUBLIC SERVICE	810 6TH AVE S	14013356
7/24/2014	CIVIL PROBLEM	229 10TH AVE N	14013361
7/24/2014	TRAFFIC (CRIMINAL VIOLATION)	S 7TH AND 1ST AVE S	14013375
7/24/2014	OBSTRUCT JUSTICE	1015 7TH AVE	14013389
7/25/2014	SUSPICIOUS ACTIVITY	PPD	14013430
7/25/2014	TRAFFIC ACCIDENT	PD	14013447
7/25/2014	HOMICIDE	313 RIVER STREET, 1715 CENTER AVENUE APT. #12	14013459
7/25/2014	SUSPICIOUS ACTIVITY	2381 WATTS LN	14013457
7/25/2014	DOMESTIC PROBLEM	1300 N 9TH ST ST	14013469
7/25/2014	SECURITY CHECK	405 N 9TH ST	14013489
7/26/2014	SUSPICIOUS ACTIVITY	907 7TH AVE N	14013523
7/26/2014	ORDINANCE	1317 N 6TH ST	14013536
7/26/2014	THEFT	744 N 5TH ST	14013541
7/26/2014	SUSPICIOUS ACTIVITY	130 FARBER DR	14013562
7/26/2014	THEFT	BOAT DOCKS	14013563
7/26/2014	CONTROLLED SUBSTANCE	500 BLK/ S 11TH	14013559
7/27/2014	LOST PROPERTY	ARMORY	14013572
7/26/2014	SUSPICIOUS PERSON	1865 CENTER AVE	14013570
7/27/2014	BURGLARY	10610 SCOTCH PINES	14013580
7/27/2014	SEXUAL ASSAULT	1615 CENTER	14013583
7/27/2014	PUBLIC PEACE	109 S 9TH ST	14013593
7/27/2014	DOMESTIC PROBLEM	PCSO	14013607
7/27/2014	FAMILY DISTURBANCE	144 12TH AVE N	14013604
7/28/2014	TRESPASSING	ONION SHED / RIVER FRONT PRODUCE	14013616
7/28/2014	ASSAULT	420 N 9TH ST	14013618
7/28/2014	PUBLIC SERVICE	2058 SHELLY DR	14013624
7/28/2014	ORDINANCE	340 14TH AVE N	14013629

7/28/2014	ANIMAL CALL	ALLEY BEHIND 1110 1ST AV N	14013631
7/28/2014	CIVIL PROBLEM	SO	14013635
7/28/2014	SECURITY CHECK	2533 RUNWAY CRT	14013643
7/28/2014	ORDINANCE	420 N 9TH	14013646
7/28/2014	THEFT	541 S 16TH ST	14013650
7/28/2014	OTHER CRIMES AGAINST PERSON	1037 6TH AVE N	14013651
7/28/2014	ASSAULT	1520 N 6TH ST	14013652
7/28/2014	HARASSMENT	1015 7TH AVE N	14013654
7/28/2014	MENTAL SUBJECT	1007 7TH AVE N	14013663
7/29/2014	ASSAULT	930 3RD AVE S	14013674
7/29/2014	TRAFFIC ACCIDENT	136 S MAIN ST	14013695
7/29/2014	THEFT	405 S MAIN ST	14013708
7/29/2014	CONTROLLED SUBSTANCE	ALBERTSONS	14013724
7/30/2014	AMBULANCE	634 RIVER ST	14013728
7/30/2014	OBSTRUCT JUSTICE	830 2ND AVE S	14013733
7/30/2014	PUBLIC SERVICE	10 N 21ST ST	14013735
7/30/2014	ORDINANCE	520 N 9TH	14013736
7/30/2014	DOMESTIC PROBLEM	COURTHOUSE	14013742
7/30/2014	PUBLIC SERVICE	2036 1ST AVE S	14013752
7/30/2014	ASSAULT	1215 CENTER AVE	14013773
7/30/2014	OTHER CRIMES AGAINST PERSON	COURTHOUSE	14013787
7/30/2014	CONTROLLED SUBSTANCE	441 16TH AVE N	14013779
7/31/2014	MENTAL SUBJECT	442 N 6TH ST	14013804
7/31/2014	STOLEN PROPERTY	642 N 2ND ST	14013805
7/31/2014	PUBLIC SERVICE	744 N 5TH ST	14013809
7/31/2014	CIVIL PROBLEM	427 15TH AVE N	14013844
7/31/2014	BURGLARY	24 S 10TH ST	14013845
7/31/2014	PUBLIC SERVICE	1122 2ND AVE S	14013851

## Citation Report



PAYETTE PD  
07/01/2014 -- 07/31/2014

Citation No	Date Cited	Cited By	Code	Violation Type	Description
39346	07/01/2014	YATESR	37-2734A(1)	CRIMINAL VIOL	DRUG PARAPHERNALIA - USE OR POSSESS
39346	07/01/2014	YATESR	18-5413	CRIMINAL VIOL	PROVIDING FALSE INFORMATION TO LAW ENFORCEMENT OFFICERS
39347	07/01/2014	YATESR	23-949	CRIMINAL VIOL	MINOR CONSUMPTION OF ALCOHOL
39345	07/01/2014	YATESR	6.08.080	NON-CRIM ORDINANCE VIOL	VICIOUS DOG
39307	07/02/2014	FRAZIERR	18-5413	CRIMINAL VIOL	PROVIDING FALSE INFORMATION TO LAW ENFORCEMENT OFFICERS
39306	07/02/2014	FRAZIERR	18-903	CRIMINAL VIOL	BATTERY
38800	07/03/2014	COOKB	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
38800	07/03/2014	COOKB	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
39308	07/03/2014	FRAZIERR	18-5413	CRIMINAL VIOL	PROVIDING FALSE INFORMATION TO LAW ENFORCEMENT OFFICERS
38901	07/03/2014	COOKB	49-329	TRAFFIC VIOL-STATUTE	NO OPERATION UNDER FOREIGN LICENSE DURING SUSPENSION OR RI
38840	07/05/2014	BENNETTS	49-1401	TRAFFIC VIOL-STATUTE	RECKLESS DRIVING
39385	07/06/2014	BENNETTS	18-2407(M)	CRIMINAL VIOL	THEFT-PETIT
38382	07/07/2014	SILVAL	6.08.070	NON-CRIM ORDINANCE VIOL	HARBORING OF VICIOUS DOGS
38383	07/08/2014	SILVAL	6.08.060(A)	NON-CRIM ORDINANCE VIOL	DOGS RUNNING AT LARGE
39349	07/08/2014	YATESR	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
39348	07/08/2014	YATESR	49-430	TRAFFIC VIOL-STATUTE	REGISTRATION TO BE RENEWED
39386	07/09/2014	HARTJ	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
39387	07/10/2014	HARTJ	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
38902	07/10/2014	COOKB	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
38952	07/10/2014	YATESR	49-1401	TRAFFIC VIOL-STATUTE	RECKLESS DRIVING
38953	07/10/2014	YATESR	37-2732(C)(3)	CRIMINAL VIOL	CONTROLLED SUBSTANCE-POSS OF
38903	07/12/2014	COOKB	18-8004(A)	CRIMINAL VIOL	DUI
38927	07/12/2014	COENB	6.08.020	NON-CRIM ORDINANCE VIOL	LICENSE REQUIREMENTS FOR DOGS
38685	07/14/2014	BRANHAMB	37-2732(C)(3)	CRIMINAL VIOL	CONTROLLED SUBSTANCE-POSS OF
38689	07/14/2014	BRANHAMB	37-2734A(1)	CRIMINAL VIOL	DRUG PARAPHERNALIA - USE OR POSSESS
38689	07/14/2014	BRANHAMB	37-2732(C)(3)	CRIMINAL VIOL	CONTROLLED SUBSTANCE-POSS OF
38841	07/14/2014	DERRICKD	49-301(1)	TRAFFIC VIOL-STATUTE	DRIVERS TO BE LICENSED
38692	07/14/2014	BRANHAMB	37-2734A(1)	CRIMINAL VIOL	DRUG PARAPHERNALIA - USE OR POSSESS
38692	07/14/2014	BRANHAMB	37-2732(C)(3)	CRIMINAL VIOL	CONTROLLED SUBSTANCE-POSS OF
38690	07/14/2014	BRANHAMB	37-2734A(1)	CRIMINAL VIOL	DRUG PARAPHERNALIA - USE OR POSSESS
38690	07/14/2014	BRANHAMB	37-2732(C)(3)	CRIMINAL VIOL	CONTROLLED SUBSTANCE-POSS OF
38954	07/15/2014	YATESR	37-2734A(1)	CRIMINAL VIOL	DRUG PARAPHERNALIA - USE OR POSSESS
38955	07/16/2014	YATESR	49-807	TRAFFIC VIOL-STATUTE	STOP SIGNS AND YIELD SIGNS
39309	07/16/2014	FRAZIERR	37-2732(C)(3)	CRIMINAL VIOL	CONTROLLED SUBSTANCE-POSS OF
39309	07/16/2014	FRAZIERR	37-2734A(1)	CRIMINAL VIOL	DRUG PARAPHERNALIA - USE OR POSSESS
39310	07/16/2014	FRAZIERR	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
38956	07/16/2014	YATESR	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
38958	07/16/2014	YATESR	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
38904	07/17/2014	COOKB	23-604	CRIMINAL VIOL	PURCHASE, CONSUME, POSSESS UNDER 21
38905	07/17/2014	COOKB	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
39313	07/18/2014	FRAZIERR	18-903	CRIMINAL VIOL	BATTERY
39313	07/18/2014	FRAZIERR	9.32.010	NON-CRIM ORDINANCE VIOL	DISORDERLY OR RIOTOUS CONDUCT
39312	07/18/2014	FRAZIERR	9.32.010	NON-CRIM ORDINANCE VIOL	DISORDERLY OR RIOTOUS CONDUCT
39311	07/18/2014	FRAZIERR	9.32.010	NON-CRIM ORDINANCE VIOL	DISORDERLY OR RIOTOUS CONDUCT
39365	07/20/2014	BENNETTS	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
38693	07/22/2014	BRANHAMB	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
38694	07/22/2014	BRANHAMB	37-2732(C)(3)	CRIMINAL VIOL	CONTROLLED SUBSTANCE-POSS OF

38959	07/22/2014	YATESR	9.36.010	NON-CRIM ORDINANCE VIOL	QUARRELING
38960	07/22/2014	YATESR	9.36.010	NON-CRIM ORDINANCE VIOL	QUARRELING
38976	07/23/2014	SILVAL	6.08.060(A)	NON-CRIM ORDINANCE VIOL	DOGS RUNNING AT LARGE
38976	07/23/2014	SILVAL	6.08.070	NON-CRIM ORDINANCE VIOL	HARBORING OF VICIOUS DOGS
39314	07/24/2014	FRAZIERR	39-6312	CRIMINAL VIOL	VIOLATION OF PROTECTION ORDER
38961	07/24/2014	YATESR	49-301(1)	TRAFFIC VIOL-STATUTE	DRIVERS TO BE LICENSED
38928	07/24/2014	COENB	18-2407(M)	CRIMINAL VIOL	THEFT-PETIT
38930	07/24/2014	COENB	18-2407(M)	CRIMINAL VIOL	THEFT-PETIT
38842	07/26/2014	BENNETTS	49-430	TRAFFIC VIOL-STATUTE	REGISTRATION TO BE RENEWED
38867	07/26/2014	TOTHG	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
38843	07/26/2014	BENNETTS	37-2734A(1)	CRIMINAL VIOL	DRUG PARAPHERNALIA - USE OR POSSESS
38844	07/26/2014	BENNETTS	23-505(2)	CRIMINAL VIOL	OPEN CONTAINER
38868	07/27/2014	TOTHG	18-903	CRIMINAL VIOL	BATTERY
39388	07/28/2014	HARTJ	18-918 (3B)	CRIMINAL VIOL	BATTERY-DOMESTIC-MISD
38870	07/28/2014	TOTHG	39-6312	CRIMINAL VIOL	VIOLATION OF PROTECTION ORDER
38845	07/28/2014	TOTHG	18-7034	CRIMINAL VIOL	UNLAWFUL ENTRY A MISDEMEANOR
38845	07/28/2014	TOTHG	18-7011	CRIMINAL VIOL	CRIMINAL TRESPASS
38846	07/28/2014	TOTHG	18-7034	CRIMINAL VIOL	UNLAWFUL ENTRY A MISDEMEANOR
38846	07/28/2014	TOTHG	18-7011	CRIMINAL VIOL	CRIMINAL TRESPASS
38977	07/29/2014	FRAZIERR	37-2732(C)(3)	CRIMINAL VIOL	CONTROLLED SUBSTANCE-POSS OF
39315	07/30/2014	FRAZIERR	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
39389	07/30/2014	HARTJ	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
38963	07/30/2014	YATESR	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
38907	07/31/2014	COOKB	9.38.010 (7)		LOITERS, PROWLS OR WANDERS UPON PRIVATE PROPERTY
38906	07/31/2014	COOKB	18-2403(4)(M)	CRIMINAL VIOL	THEFT BY UNAUTHORIZED CONTROL

**TOTAL: 62**

**MINUTES OF A REGULAR SCHEDULED CITY OF PAYETTE AIRPORT COMMISSION MEETING HELD AUGUST 11, 2014, AT 4:15 P.M. IN THE AIRPORT MEETING ROOM, PAYETTE, IDAHO.**

**THE MEETING WAS CALLED TO ORDER BY COMMISSIONER PETERSON at 4:15 PM.**

**MEMBERS PRESENT:** Frazer Peterson, Dave Koeppen, Brenda Carter, Bert Osborn, Gary Cox and Jan Zatloukal.

**ABSENT:** None

Also in attendance were Ray Wickersham and Bobbie Black.

**APPROVAL OF MINUTES:**

Osborn made a motion to approve the minutes of July 14, 2014 with corrections. The motion was seconded by Cox and passed by unanimous voice vote.

**COMMUNICATIONS:**

1. Warbird Roundup
2. Airport Basic Training Workshops – The Commission was informed if anyone wanted to attend please contact Bobbie.

**OLD BUSINESS:**

1. Fuel at Airport: The Commission was given updated reports on fuel for July. Mr. Koeppen stated we have 284.4 avgas and 544.9 mogas. We have placed an order for avgas. Mr. Koeppen stated he went and looked at the tank and it is a single wall. Discussion followed if it would meet insurance requirements if enclosed. The area around the fuel tanks has been paved by the Street Department.

**NEW BUSINESS:**

1. Budget information: The Commission was provided with the expenditure and revenue reports through July. The Commission was informed of the public hearing on August 18<sup>th</sup>, 2014.
2. Prescott Wilkie Lease Agreements – D-05 & E-08: A motion was made by Osborn and seconded by Koeppen to make a favorable recommendation to City Council for Prescott Wilkie's lease agreements. The motion approved by unanimous voice approval.

**GENERAL DISCUSSION:**

Discussed that we need to keep Gene Wilkie's name as a possible board member.

The Commission also discussed future lease agreements on hangars that already exist. Peterson stated that he was informed that the City Council did not have to have this board's recommendation to approve.

Carter stated that the golf course is still watering the runway and they have had sprinklers on the taxiway. In the future when this is seen she will call City Hall.

The Commission thanked the Street Department for filling the holes.

Peterson played a recording from Russ Wright thanking us for a nice little airport.

**CITIZENS COMMENTS:**

**NEXT AGENDA:** Next meeting will be held September 8, 2014, at 4:15 P.M.

Commissioner Koeppen made a motion to adjourn the meeting at 4:50.M. The motion was seconded by Commissioner Osborn and passed by unanimous voice approval.

Recording Secretary  
Bobbie Black